

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

BUDGET STANDING COMMITTEE AGENDA
SPECIAL MEETING

Monday, January 12, 2026 – 4:30 PM

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

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

Any written materials relating to an item on this agenda submitted to the Budget Standing Committee after distribution of the agenda packet are available for public inspection online at www.cityoflosalamitos.org.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. 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 Tanya Doby
Council Member Shelley Hasselbrink

3. ORAL COMUNICATIONS

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

4. CONSENT CALENDAR

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

A. Minutes of the Special Meeting of December 8, 2025 (Finance)

Minutes are recorded and represent the business conducted and items discussed at the Special Meeting of December 8, 2025.

Recommendation:

Approve the minutes of the Budget Standing Committee Special Meeting of December 8, 2025.

5. DISCUSSION ITEM

A. Request for Proposals for Comprehensive Banking Services (Finance)

The City of Los Alamitos is requesting proposals from qualified public depositories (a state or national bank located in California, as defined by Section 53635.2 of the California Government Code) to provide comprehensive banking services.

Recommendation:

Review and approve the issuance of the Request for Proposals for the Comprehensive Banking Services.

B. Fair Labor Standards Act (FLSA) Audit with Liebert Cassidy Whitmore (Finance)

The Finance Department is requesting an Fair Labor Standards Act (FLSA) audit in collaboration with expert legal counsel to continue to ensure that the City is legally and fiscally applying and reporting accurate FLSA calculations in accordance with each respective MOU.

Recommendation:

The recommendation is to approve the initiation of an audit to continue to mitigate any risk related to correct reporting and calculations resulting from new changes to the One, Big, Beautiful Bill Act (OBBBA) and FLSA labor laws.

C. Draft 2026 Budget Calendar (Finance)

This report seeks to establish the 2026 budget calendar.

Recommendation:

Approve the recommended budget calendar for 2026.

D. Customer Business License Fees Discussion (Finance)

This report seeks guidance on the business license fees owed by Kidsguide, a Los Alamitos business operating under this name.

Recommendation:

Review and discuss amounts owed for Kidsguide's business license fees and set a potential payment plan (business license fees and any penalty).

6. CLOSED SESSION

A. Conference with Labor Negotiator (Administration)

City Negotiator: Chet Simmons, City Manager

Employee Organization: Executive Management, Non-Represented

Authority: Government Code Section 54957.6

B. Conference With Labor Negotiator (Administration)

City Negotiator: Chet Simmons, City Manager

Employee Organization: Teamsters Local 911

Authority: Government Code Section 54957.6

C. Conference With Labor Negotiator (Administration)

City Negotiator: Chet Simmons, City Manager

Employee Organization: Police Officers Association

Employees Authority: Government Code Section 54957.6

7. ITEMS FROM STAFF AND THE COMMITTEE

At this time, Committee Members and 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 to provide Staff direction to report back or to place the item on a future Agenda.

8. 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.

Craig Koehler, Finance Director

Dated: January 8, 2026

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 4A

To: Budget Standing Committee Members

Presented By: Craig Koehler, Director of Finance

Subject: Minutes of the Special Meeting of December 8, 2025

SUMMARY

Minutes are recorded and represent the business conducted and items discussed at the Special Meeting of December 8, 2025.

RECOMMENDATION

Approve the minutes of the Budget Standing Committee Special Meeting of December 8, 2025.

BACKGROUND

Minutes are recorded and represent the business conducted and items discussed at the Special Meeting of December 8, 2025.

DISCUSSION

The draft minutes are provided for approval.

FISCAL IMPACT

None.

Attachment: 1. 12-8-25 Draft Minutes

MINUTES OF THE BUDGET STANDING COMMITTEE OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING

Monday, December 8 – 4:30 p.m.

1. CALL TO ORDER

The Budget Standing Committee met for a Special Meeting at 4:31 p.m. on Monday, December 8, 2025, with Mayor Hasselbrink and Mayor Pro Tem Doby presiding.

2. ROLL CALL

Present: Committee Members: Mayor Hasselbrink
Mayor Pro Tem Doby

Absent: Committee Members: None

Present: Staff: Chet Simmons, City Manager
Ron Noda, Assistant City Manager
Craig Koehler, Finance Director/City
Treasurer
Windy Quintanar, City Clerk, Director of
Communications
Barbara Biscocho, Finance Manager
Matt Lighter, Management Analyst

3. Oral Communications

None.

4. CONSENT CALENDAR

A. Approval of Minutes

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The Budget Standing Committee approved the Minutes of the Special Meeting of November 3, 2025.

5. DISCUSSION ITEMS

A. Impacts of SB 707: Brown Act Modernization (Administration)

Staff provided an overview of SB 707 and the new requirements aimed at enhancing public access, transparency, and accessibility in local government meetings. A policy will be brought back to the City Council prior to the July 2026 deadline.

B. Consideration of a Ballot Measure Regarding the Transit Occupancy Tax (TOT) (Finance)

The Budget Standing Committee reviewed and discussed adding a potential ballot measure for the November 2026 Consolidated General Election. The Budget Standing Committee requested that staff bring back this item to the City Council by June 15, 2026.

C. Purchase Policy Approval Authority and Cal Card Purchases (Finance)

The Budget Standing Committee reviewed and discussed proposed changes to the Purchase Policy, and requested that staff bring this item back to the City Council for consideration.

D. Annual Comprehensive Financial Report for June 30, 2025 (Finance)

The Budget Standing Committee reviewed the report and recommended forwarding it to the City Council for approval.

E. Credit Cards for Council Member Travel (Finance)

The Budget Standing Committee considered the issuance of credit cards for Council-related travel. The Budget Standing Committee indicated that the cards were not needed, and no action was taken.

The Budget Standing Committee adjourned the meeting to go into Closed Session at 5:11 p.m.

7. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

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

B. CONFERENCE WITH LABOR NEGOTIATOR

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

C. CONFERENCE WITH LABOR NEGOTIATOR

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

D. Public Employee Performance Evaluation

Title: City Manager
Authority: Government Code Section 54957

8. ADJOURNMENT

The meeting was adjourned at 6:45 p.m. with no reportable action.

Craig Koehler, Finance Director

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 5A

To: Budget Standing Committee Members

Presented By: Barbara Biscocho, Finance Manager

Subject: Request for Proposals for Comprehensive Banking Services

SUMMARY

The City of Los Alamitos is requesting proposals from qualified public depositories (a state or national bank located in California, as defined by Section 53635.2 of the California Government Code) to provide comprehensive banking services.

RECOMMENDATION

Review and approve the issuance of the Request for Proposals for the Comprehensive Banking Services.

BACKGROUND

It is the intent of this Request for Proposals (RFP) process to upgrade the banking services and relationships, while maximizing efficiency and costs to benefit the City.

DISCUSSION

The City would like to evaluate banking options to confirm that it is receiving the highest level of service and care in support of our role to serve the community. The primary purpose of issuing an RFP is to ensure that current and prospective banks can provide superior quality, competitive Earnings Credit Rate value, and opportunities to minimize banking fees and overall costs. Additionally, the City is exploring expanded Automated Clearing House (ACH) capabilities and transitioning away from paper checks to improve operational efficiency and strengthen fraud mitigation. The RFP process will also enable the City to benchmark its performance by comparing other financial institutions against its incumbent banking services and to assess whether modern tools and technologies can better support the City's evolving needs.

FISCAL IMPACT

None.

Attachment: 1. Request for Proposals for Comprehensive Banking Services

CITY OF LOS ALAMITOS

**REQUEST FOR PROPOSALS -
COMPREHENSIVE BANKING
SERVICES**



PROPOSALS DUE
MARCH 26TH, 2026 – 5:00 p.m.

Craig Koehler
Finance Director,
City Treasurer

Barbara Biscocho
Finance Manager

City of Los Alamitos
3191 Katella Ave
Los Alamitos, CA 90720

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City of Los Alamitos



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**CITY OF LOS ALAMITOS
REQUEST FOR PROPOSALS
COMPREHENSIVE BANKING
SERVICES**

I. INTRODUCTION

A. GENERAL INFORMATION

The City of Los Alamitos is requesting proposals from qualified public depositories (a state or national bank located in California, as defined by Section 53635.2 of the California Government Code) to provide comprehensive banking services. The bank must be a member of the Federal Reserve System. The bank must be a Federal or State of California chartered bank and in good standing among comparable banks.

The City intends to select a bank ("bank") to provide the services listed below.

1. General Banking Services

The RFP does not cover corporate trust services related to debt issued by, on behalf of, the City. Such services would be included in separate Fiscal Agent Agreements associated with such debt.

There is no expressed or implied obligation for the City of Los Alamitos to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, five (5) copies of a proposal must be received by Barbara Biscocho, Finance Manager, at 3191 Katella Ave, Los Alamitos, CA 90720, on or before **5:00 P.M. on MARCH 26, 2026**. NO LATE PROPOSALS WILL BE ACCEPTED.

During the evaluation process, the City of Los Alamitos reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers or to allow corrections of errors or omissions. At the discretion of the City of Los Alamitos, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Los Alamitos and the firm selected.

The City anticipates that the selection of a firm will be completed by May 14th, 2026, with a contract to be authorized by the Los Alamitos City Council at its meeting on June 15th, 2026. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

II. DESCRIPTION OF THE CITY OF LOS ALAMITOS

A. BACKGROUND INFORMATION

The City of Los Alamitos is located in the northwest portion of Orange County, approximately 30 miles from downtown Los Angeles and 10 miles from Anaheim. It serves an area of 4.3 square miles with a population of approximately 12,000. The City's fiscal year begins on July 1 and ends on June 30.

The City of Los Alamitos was incorporated on March 1, 1960, as a Charter City which operates under the Council/Manager form of government. The city government is divided into seven departments: City Council, Administration (comprising the City Manager, City Clerk, and Human Resources), Finance, Police, Development Services, and Recreation and Community Services. The City provides many services, including police protection, construction and maintenance of streets and other infrastructure, public improvements, planning and zoning, recreational activities and cultural events, and general administrative and support services. The City contracts for fire protection services.

The City's total payroll for the year ended June 30, 2025 is approximately \$8.5 million, covering approximately 136 budgeted full-time equivalents. The total municipal budget across all funds for the 2024-25 fiscal year is \$28.5 million. The accounting and financial reporting functions of the City are centralized in the Finance Department, which consists of five (5) full-time staff members. The City utilizes Tyler Technologies ERP 9 Software for financial reporting.

III. RFP REQUIREMENT AND MINIMUM QUALIFICATION

A. MINIMUM QUALIFICATIONS

The Request for Proposal (RFP) solicits proposals from qualified, experienced, financially sound, and responsible firms to provide the City with comprehensive banking services.

To be considered for selection, proposing banks must have at least the following qualifications:

- Be a banking institution as defined by Section 53635.2 of the California Government Code.
- Be in compliance with Section 53649 and 53630 et seq of the California Government Code.
- Be a member of the Federal Deposit Insurance Corporation. If your institution is not insured by the FDIC, please disclose your association and how you are insured.
- Be a qualified State of California depository for public funds (including being an approved LAIF depository) and meet all California government codes.
- Be a full-service bank in good standing among other comparable banks and have a service location within 10 miles of the City of Los Alamitos.
- Be capable of providing the services sought by the City, including a wide range of electronic payment and deposit services.
- Agree to assign experienced and dedicated staff committed and capable of servicing the City's account.
- Be sufficiently capitalized to accommodate the City's cash/investment management needs.
- Depository services online, such as stop-payment, positive pay services, and lockbox services, online image retrieval, branch deposits, ACH debit/credit services, are among the services that must be included with online access.
- The ability to interface with a governmental City ERP system, Tyler INCODE 10, Tyler Munis, among other governmental ERP systems.

B. PROPOSAL CALENDAR

The following is a list of key dates up to and including the date proposals are to be submitted:

<u>Date</u>	<u>Activity</u>
January 20, 2026:	Request for Proposal issued
March 26, 2026:	Due date for proposals (due by 5:00 p.m.)
May 14th, 2026:	Successful audit firm notified
June 15th, 2026:	Contract awarded by City Council

C. PROPOSAL FORMAT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

- Introductory Section: Title Page – show the RFP subject, the name of the proposer institution, business entity type, local address, telephone number, name, title, and email address of contact person, and date of

submission.

- Letter of Transmittal (limit to two pages) – Briefly state the proposer’s understanding of the services required and affirm that the submitting entity meets the minimum qualifications and offers each of the required services as listed in Section III (A) of this proposal.
- Provide name(s) of the person(s) authorized to make representations for the proposer, title(s), street and email addresses and telephone number(s).

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP. While additional data may be presented, the area detailed below must be included. They represent the criteria against which the proposal will be evaluated.

All banks are encouraged to respond creatively and innovatively to this RFP. Discuss any creative pricing or payment options the bank can provide. Describe alternative approaches to the requested services, where possible, or additional services offered or recommended that may not be specifically required but benefit the City.

D. QUALIFICATION EXPERIENCE

To qualify, the entity must have extensive experience in providing banking to local governments. To demonstrate this experience, the proposal must:

- Provide a general overview, including governmental client service philosophy and a brief history of your organization, including parent and/or subsidiary companies, and the number of employees.
- Describe the bank’s experience in providing services to the public sector. Include a description of exclusive resources dedicated to the public sector, the number of governmental clients in California, types of services offered, and the bank’s knowledge of and adherence to the California Government Code.
- Please disclose and explain any significant negative events the bank has had in the last five years, including criminal charges, civil litigation, or administrative actions involving allegations of securities or banking law violations by the bank or its employees. Please comment on the resolution and/or status of the actions, as well as any necessary remedial actions.
- Provide the address of the branch location(s) no farther than a 10-mile radius of the City of Los Alamitos, which will service the account.
- Disclose if your organization has a government service division and the number of years this division has been in operation.
- Complete the following table with current credit ratings by Standard & Poor’s Rating Services and Moody’s Investor Services. If the proposer is not rated by these rating organizations, provide other evidence of the institution’s financial strength.

Bank

	Standard & Poor’s Rating	Moody’s Investor Services
Short-term Unsecured Senior Debt		
Long-term Unsecured Senior Debt		

Bank Holding Company

	Standard & Poor’s Rating	Moody’s Investor Services
Short-term Unsecured Senior Debt		
Long-term Unsecured Senior Debt		

- Discuss the firm's current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:

1. Total Risk Based Capital Ratio: _____

2. Tier 1 Risk Based Capital Ratio: _____

3. Tier 1 Leverage Capital Ratio: _____

- Include a website link or an electronic copy of the last two audited annual financial statements
- Include a website link or an electronic copy of the last four quarters of FDIC call reports.
- Provide at least three local governmental references that are of similar size (i.e., scope of service utilization) as the City. Please provide:
 1. Contact name and title
 2. Name and address of the government
 3. Phone number and e-mail address
 4. Services provided
 5. Number of years as a customer

E. RELATIONSHIP MANAGEMENT

1. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.
2. Describe your firm's policy on changing the primary contact person to an account.
3. Name the individual who will work with the City on a day-to-day basis.
 - a. Information should include:
 - i. Biographical information
 - ii. Experience working with other governmental entities
 - iii. Proposed role concerning the City's account
 - iv. Number of years of experience in this field
 - v. Number of years with your bank
 - vi. Describe the level of local decision-making authority these individuals have to handle emergency needs of the City as they arise.
4. Will a specific customer service representative/Government Services Division be assigned to handle day-to-day transactions for the City? a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.
 - a. Is local customer service support available at the bank's local branches?
 - b. What are the hours of operation of each customer service unit involved in supporting the proposed services?
 - c. If the City discovers any error, how would you propose to resolve it (i.e., who should the City contact?

F. GENERAL BANKING SERVICES

The city plans to utilize six bank accounts: General Checking, Municipal Investment Checking, Citations, Workers Comp – CIPA, Workers Comp -CSAC, and an Investment Custodial Account.

Services required include:

- ACH Debit and credit services
- ACH debit block
- Branch deposits for cash
- Check scanning services for a desktop check scanner and a remote check deposit
- Depository services such as online stop payment
- Positive pay service
- Electronic Fund Transfers – ACH wires
- Electronic banking, including balance reporting, check inquiry, ACH transmission, wires, and stop payments.
- Purchasing Card Program
- Credit Card terminal services
- Online Image retrieval
- 2FA authentication for ACH/Wire transmittal and approval or authenticator application
- Secure online banking payments collected
- Integration with third-party ERP governmental systems such as TYLER INCODE version 9 or 10.
- Mobile phone accessibility and user capabilities

1. Deposit Services

- a. Please provide a listing of bank branches within the City limits.
- b. What is the ledger cutoff time for deposits?
- c. How are deposits credited? Are all items immediately verified? If provisional credit is given, when does verification take place? How will the City be informed if the bank corrects a deposit?

2. Returned Item Processing

- a. Can items returned for insufficient or uncollectible funds be automatically re-deposited? If so, how many times?
- b. Does the bank offer any options that may increase the collection of NSF checks?
- c. Can the bank provide online access to electronic images (back and front) of returned items? How soon can these images be accessed?
- d. Can the bank provide a summary report of returned items identifying the payer's name, depositing location, deposit date, and the type of item returned?

3. Availability of Deposits

- a. Provide a copy of the bank's availability schedule, including branch deposits.
- b. Is the schedule offered to the City the best one for any customer? If not, quantify the difference and explain how the City may obtain the bank's best availability schedule.
- c. How does the bank determine and calculate the availability of deposited items?
- d. Do the availability policies differ from the Federal Reserve Bank availability schedule?
- e. Does the bank give immediate availability for on-us items?
- f. Does the bank calculate the availability by item or formula?
- g. Is the availability assignment made as soon as checks are released for collection, or is the assignment made at specific times during the day?
- h. List your cutoff times for giving same-day value on EFTs (e.g., wire, ACH/bulk) received. How soon after the bank gets incoming funds (e.g., wire, ACH/bulk) or notification of incoming funds does the City receive credits in its account?

4. Positive Pay

- a. Does the bank offer Positive Pay and Payee Positive Pay?
- b. Please provide sample reports or a website link.
- c. Please provide the transmission method and time windows.
- d. Describe the process and deadline for transmitting AP and payroll check issuance information from the City to the bank.
- e. How frequently can transmission files be uploaded to the bank to issue additional checks and recently voided items? Is there a daily limit on the number of files?
- f. Does the bank offer the ability to enter one-time check disbursements issued during the day manually? Please describe.

- g. What controls are in place to protect against lost files and duplications of transmissions? If duplicates are sent, is there a penalty or potential issue?
- h. How and when will the City be notified of exception items? When must the City inform the bank whether an exception should be accepted or rejected? Does the bank offer a “do not pay” default for exception items?
- i. Will stale-dated checks be reported as exception items?
- j. How many days would a check be considered stale-dated?
- k. Is Positive Pay required for all demand deposit accounts, even those without check-writing functionality? Can account(s) be designated as “post no checks” to prevent potential fraud? Is there a cost to make this account designation?
- l. Is Teller Positive Pay available? How frequently is check issuance information updated and made available to tellers?
- m. Are there any other fraud protection services that the bank provides or recommends?

5. Automated Clearing House (ACH) Processing

The City utilizes ACH debits and credits as part of its electronic service. It includes direct deposits for payroll disbursements and collections for utility billing accounts. It is also considering utilizing the ACH function more extensively to pay future invoices and bills as part of our collective process of transitioning to paperless check issuance.

- a. Is the bank both a sending and receiving bank of the National Automated Clearing House Association (NACHA)?
- b. How can the City submit ACH files or initiate ACH via bank software?
- c. What are the transmission cut-off times for one-day and two-day ACH files?
- d. Describe the procedures used to confirm accurate and secure receipt of the transmission.
- e. What would happen to an ACH file if the City exceeds its daily exposure limit?
- f. How are returned and rejected ACH transactions handled? What information does the bank provide to assist in identifying returned and rejected ACH transmissions? When is this information available?
- g. Is your bank planning to opt in and participate in processing same-day ACH debits?
- h. Describe the bank's procedures for handling debits to the City's accounts that the City did not authorize. How soon does the bank notify the City of receiving an unauthorized ACH debit?
- i. If the bank provides ACH debit blocking, what level of filtering can be applied?
- j. Does the bank offer ACH Positive Pay (the ability to make pay/no-pay decisions on unidentified ACH transactions)?
- k. Does the City have any experience with a third-party to handle Vendor Payments via ACH?

6. Reconciliation Services

- a. Does your bank offer Account Reconciliation Program (ARP) services? Please discuss options (full, partial, deposit, and serial sort) for reconciliation services, including:
 - i. File transmission deadlines
 - ii. File layout requirements
 - iii. Imaging capabilities (e.g., paper, electronic)
 - iv. System requirements for the interface.
 - v. Provide sample reports for all options.
- b. Are the systems integrated for checks, ACH, and wire transfers? If so, describe. If not, explain any plans for integration.
- c. Describe how reconciliation data is transmitted to the City to an eligible ERP system.

7. File Transfer

- a. How are file transfers initiated? In what formats is the information available for retrieval?
- b. Do the means to connect to the bank's systems vary by transaction type?
- c. Does your system provide electronic confirmation of receipt for file transmissions?

- d. Is there an existing interface with the City's financial system, Tyler Incode 9 or 10, or would a custom interface need to be developed? Will there be a charge for the interface?
- e. How is connectivity initiated? What protocols are used to facilitate the interface?
- f. Describe the bank's process to verify that all records have been received and processed.
- g. What controls are in place to protect against lost files and duplicate transmissions? How will the City be notified of a duplicate file?

8. Overnight Investment/Investment Sweep

The City is considering an automated service that accommodates zero balances in the accounts daily and a sweep or other vehicle for investing excess funds.

- a. Describe your policy and processes.
- b. What short-term investment vehicle(s) does the bank propose to use for the overnight investment or sweep of the City's demand deposit accounts?
- c. Does a reserve requirement apply to these proposed options?
- d. Will the bank assess FDIC, FICO, or other charges to the City? If so, what is the annual fee for a \$1 million balance? How is this charge computed? Is it assessed on a ledger or collected balances?
- e. Provide investment return history for the previous three years for each option proposed. Show the yield for each.
- f. Describe your policy for crediting interest earned to demand accounts.
- g. What time of day is the sweep deadline? Is it an end-of-day or next-day sweep?
- h. What kinds of fees are charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?
- i. If the bank proposes a money market mutual fund, provide a copy of the current prospectus and identify the class of shares, including the ticker symbol or CUSIP.
- j. What collateral, if any, is provided to protect balances on the investment sweep?

9. Earnings Credit Rates (ECR)

- a. What are the options for compensating your bank, i.e., direct fees, compensating balances, or a combination of both? Is the price the same for either option? If not, what is the difference? If on a fee basis, can excess balances be used to offset activity charges partially? Will earnings credit on collected balances over those required to pay expenses incurred in any month be carried forward to offset future bank charges? Provide the bank's ECR for the compensating balance method of payment.
- b. How is your bank's earnings credit determined, adjusted, and applied? Please include in the explanation the impact of the bank's reserve requirement and the formula for converting service charges to balance requirements.
- c. Provide monthly rate history for the last two years.
- d. What is the bank's current earnings credit rate? Are you willing to lock in a "floor" earnings credit rate? If so, for how long?
- e. Are you willing to link the earnings credit rate to a market index? If so, which index and what spread would you suggest?
- f. Using the ECR for December 2025, please calculate the compensating balances (after float and reserves) needed to offset one dollar of the bank services. (\$1 in services = \$ _____ in compensating balances.)
- g. What time frame does your bank use when reviewing balances for deficiency or excess (e.g., rolling 12-month average, calendar quarter, calendar year, etc.)?

10. Merchant Services / secured E-Payments

The City accepts debit cards, Visa, MasterCard, Discover, and American Express, and is also considering e-wallet payments (such as Apple Pay/Google Pay) for various fees and permits. Currently, we are utilizing third-party merchant services and would like to reevaluate our current relationship to include our banking services as the provider. The City has issued approximately 38 Bank credit cards to staff members, with each card having a maximum.

The banking institution shall supply the appropriate supplies and equipment for online verifications. Please describe:

- a. The financial institution's process.
- b. The Point-of-Sale processing capabilities.
- c. Software provided. Is support and training available?
- d. What authorization methods do you support, and which do you recommend?
- e. Please quote a discount rate and all other applicable charges for the credit card processing described above. Please include rates for both swiped and non-swiped transactions.
- f. Clearing time lag between deposit and posting.
- g. What is the allowable percentage of downtime and notification of downtime periods?
- h. Guarantees against "downtime" with services.
- i. What are the fees associated with debit and credit card transactions?
- j. How is the applicable interchange fee determined for each transaction? What does the financial institution recommend for minimizing interchange fees?
- k. What is the reporting methodology and the availability of reports?
- l. How are adjustments and chargebacks handled? Are chargebacks and other debit adjustments netted from daily proceeds or debited separately? Is the discount fee refunded when a chargeback or refund occurs? What is the rebuttal process?
- m. What security features are available, including account number encryption and a purging policy?
- n. The bank's efforts to ensure Payment Card Industry (PCI) data security standard compliance and liability.
- o. What type of point-of-sale terminals are required? What is the cost or lease options per terminal?
- p. Provide information on rewards or incentive programs associated with a business credit card.

11. Disaster recovery

- a. Describe the bank's formal and tested disaster recovery plan.
- b. How quickly will backup facilities be activated?
- c. Describe the bank's operating capabilities to assist the City in the event of a disaster or declared emergency.

12. Dispute resolution process

- a. Describe your process for:
 - Positive Pay
 - Paper checks
 - Payments and Deposits
 - Lockbox
 - Others
- b. Are there any established turnaround times for research and adjustment items? If yes, please specify.

G. CONTROL

- a. Specify whether the online capabilities are accessible 24/7. If not, list the hours of availability for each service.
- b. Regarding Data Security and Anti-Fraud Procedures, describe your institution's overall security system to safeguard the City's funds, prevent fraudulent transactions, and identify and alert the City of irregular/abnormal transactions and transaction patterns. The institution shall partner in the City's internal control framework for banking/cash handling-related functions. Please identify technologies you have in place that will assist the City in improving its internal control effectiveness.
- c. Describe the electronic or manual system that provides the proposed services and backup and recovery capabilities. Who would the City contact to initiate day-to-day banking transactions if online capabilities and functionality are temporarily unavailable?
- d. Include a copy of the Service Organization Control (SOC) reports conducted under the Statements on Standards for Attestation Engagements No. 18 (SSAE 18) regarding controls.

- e. Describe the bank's security procedures for its information reporting system for access and information protection.
- f. Is system administration performed by the bank or the customer? What functions does the security administrator perform?
- g. Is an audit trail report available, showing all activity, by whom, and when for each system?
- h. Describe the types of insurance and bonding carried.
- i. Include a copy of the bank's most recent reports issued per the Statement on Standards for Attestation Engagements (SSAE 16) for any processes or systems relevant to the services under this RFP.
- j. If not already covered in the SSAE 16 report, describe the disaster recovery plans for each proposed service for short- and long-term disaster and power failure recovery.
- k. Describe any additional security measures available to the City to minimize the risk of unauthorized transactions in its accounts.

H. IMPLEMENTATION/CONVERSION

- e. Please provide a detailed implementation and conversion plan that identifies all tasks, estimated timeframes for the tasks, milestones, roles, and responsibilities for the City and Bank's personnel. A list of the minimum anticipated deliverables, such as, but not limited to:
 - i. Configure bank account structure
 - ii. Implement electronic banking and reporting
 - iii. Configure and test file transmissions and electronic communication channels
 - iv. Establish security and encryption protocol
 - v. Implement ACH debit blocks, where appropriate
 - vi. Implement other banking services as determined
 - vii. Implement an interface with the City's financial system Tyler ERP Incode 9 or 10
 - viii. All necessary processes required of the City's current Bank to ensure a seamless transition
- f. If a conversion team is used, how will the City's account be transitioned to the ongoing client service team?
- g. Indicate your plan for initial and ongoing education and training for City employees using your systems.

I. NEW SERVICES AND IDEAS

- h. Please explain how the bank plans to keep its product line competitive. Describe the approach the bank is taking in developing new services, what new services and features the bank plans to offer, and the estimated time frame.
- i. Describe any services, technological enhancements, or otherwise, that the City should consider for improving operational or cash management processes.
- j. Please provide any additional information your bank believes is pertinent but not explicitly requested elsewhere in the RFP.

J. CONTRACT/REPORTS TO INCLUDE IN THE PROPOSAL

- a. A sample of the proposed contract for your bank's services and all other documents that need to be signed/entered into related to the provision of the services requested in this RFP, including any documents referenced or incorporated into the contracts/agreements.
- b. Proposed custodial agreement for the collateral pledged to secure the City's account under the FIRREA requirement.
- c. Please send a sample report or a website link to the monthly bank statement, credit card processing statement, standard online reports, real-time query screens, and any other reports that we could expect to receive.
- d. Is your bank willing/able to develop customized reports? If so, please provide specific pricing information.

K. LEGAL AND FIRM ISSUES

Please disclose and explain any significant adverse events in the bank's recent history, including criminal

charges, civil litigation, or administrative actions involving allegations of securities or banking law violations by the bank or its employees during the past five years. Please comment on the resolution and status of the actions.

L. PRICING AND INCENTIVES

Please provide an attached pricing form for all services described in your bank's proposal using the Association of Finance Professionals (AFP) Service Codes, if possible. A list of services currently used with volume levels is provided on Attachment A. All fields must be completed; any blank or zero amounts in a field will mean no cost to the City. Fees related to all services described in the proposal must be listed, even if the service is not shown on the schedule. Also, include any one-time or set-up charges, research fees, minimum fees, and all other fees that will be charged. Include any incentives or price breaks offered based on volume, timeliness of payment, rebates, or other measures.

- i. Are you willing to offer any transition or retention incentives?
- ii. Are there any additional price breaks or incentives?

IV. EVALUATION PROCEDURES AND AWARD CRITERIA

The proposals received will be evaluated to identify the financial institutions deemed fully qualified and best suited to the City's needs, per the factors listed below (not in priority order):

- a. Bank and branch locations
- b. Scope of services offered, including degree of automation
- c. Relevant experience managing similar services with governmental agencies
- d. Professional experience and qualifications of the individuals assigned to the account
- e. Responsiveness to proposal format and inclusion of all required exhibits/reports
- f. Local decision-making authority to handle emergency needs
- g. Financial strength and capitalization of the banking institution
- h. Adequacy of financial controls and security protection against loss
- i. Value of any new product or service suggestions, or other new ideas and enhancements
- j. Quality and scope of the conversion plan
- k. Ability to provide services as outlined in the Scope of Services and quality of the proposal
- l. Quality of references
- m. Best rate of interest paid historically on accounts (including evaluation of indexed rates)
- n. Best earnings credit rate (ECR)
- o. Proposed cost
- p. The level of connection and ties to the Los Alamitos community
- q. Understanding the needs and operational requirements of the City

An in-house evaluation team will lead the selection process. The city will establish a shortlist of prospective proposers based on this preliminary evaluation. The final selection will be based on oral interviews and reference checks.

V. ADDITIONAL INFORMATION AND CONTACT

The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed.

The City reserves the right, in its sole discretion, to reject any and all proposals and to accept the proposal it considers most favorable to the City's interests. The City may also waive minor procedural irregularities.

The contracting firm shall make itself available to management to answer questions related to proposed services. The successful proposer will be required to sign the standard City Professional Services Agreement, including meeting the City's minimum insurance requirements, which are included in Attachment B.

Once proposals have been submitted, no unsolicited contact from proposing firms and/or discussions concerning these proposals shall be made prior to the evaluation of all proposals.

The selected firm must possess a City of Los Alamitos business license while conducting any work under the awarded contract.

For further questions and additional information, please contact:

Barb Biscocho
 Finance Manager
 City of Los Alamitos
 3191 Katella Ave
 Los Alamitos, CA 90720
 Phone: 562-431-3538 x212
bbiscocho@cityoflosalamitos.org

Please note that the City of Los Alamitos office hours are 7:30 a.m. to 5:30 p.m., Monday through Thursday.

- **REQUESTS FOR CLARIFICATION** - If any error, omission, ambiguity or conflict is discovered in the RFP or attachments, clarification can be requested via email to the Finance Manager no later than March 20th, 2026. Requests for clarification received after this date will be disregarded.

Bank Pricing Proposal
Submitted to the City of Los Alamitos

Depository Services		Monthly Volume - Sample	Proposed Unit Price	Proposed Monthly Service Charges	Notes
	Account Maintenance Fee	4		-	
	Deposit Coverage				
	First	250		-	
	Next	902		-	
	Total	1152		-	
	Image Paper DDA Statement	1		-	
	Check Filter Montly Maint	1		-	
Disbursement Services					
	Regular Checking Acct Check Debit	582		-	
Miscellaneous Services					
	Security Token	4		-	
	Account Analysis - Paper Statement	1		-	
	E-Statement Download CSV/Excel	3		-	
	E-Analysis Stmt (Cost Per Access)	5		-	
	Balance Administrative Fee	3339		-	
	Return Items Charged Back	10		-	
Account Reconciliation					
	Positive Pay Only Maint	3		-	
	Positive Pay Only - per item	189		-	
	Issue Maint Confirm - per file	3		-	
	Tranmission input	3		-	
	Positive Pay Excetions	12		-	
	Positive Payee Monthly Maint	1		-	
	Positive Pay-Payee Per Item	173		-	
Previous Day per item Detail	Cday Det & Sum Mo Maint	5		-	
	Current Day per item Det	237		-	
	Previous Day Det & Sum Mo Maint			-	
	First	1		-	
	Next	4		-	
Disbursement Imaging					
	Index Retrievals	1950		-	
	Deposited Images-Retrieved	1		-	
	Check Volume-Inquiry Only	27		-	
	Inquiry Images Retrieved	11		-	
Remote Deposit Capture					
	Remote Dep-Deposit	16		-	
	Remote Dep-Check Items	147		-	
	Account Maintenance				
	Per Account	1		-	

Bank Pricing Proposal
Submitted to the City of Los Alamitos

Depository Services			Monthly Volume - Sample	Proposed Unit Price	Proposed Monthly Service Charges	Notes
		Per workstation	1		-	
Automated Clearing House						
		ACH Debit Received	136		-	
		ACH Credit Received	2		-	
		ACH Fraud Control Maintenance	2		-	
		ACH Origination	5		-	
		Prefunding Maintenance	3		-	
		Online ACH Items	672		-	
		Online ACH Reports	3		-	
		Online ACH Maintenance	3		-	
		ACH PPD Credit Pre-Notes	22		-	
Electronic Data Interchange						
		EDI/EFT Credits Rcvd	10		-	
Domestic Wire Transfer						
		Wire Maint Fee	1		-	
		Incoming Fed				
		Domestic Wires Credits	2		-	
		Outgoing Fed				
		Domestic Wires Debits	1		-	
Internal Wire Transfers						
		Internal Wire DR Online EDI Prefund	1		-	
Online Banking						
		Balance Reporting				
		Online User Fee	14		-	
		Previous Day DR/CR Items	1279		-	
		Same Day DR/CR Items	1270		-	
		Balance Reporting Maint	1		-	
		Accounts Reported	7		-	
		Online Accounts-Same Day	7		-	
		Balance Reporting Archive	1		-	
		Easy Tax Account Maint. Fee	1		-	
		CSV Download	6		-	

PROFESSIONAL SERVICES AGREEMENT SAMPLE

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this XX day of _____ xxxx (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and xxxxxxxx xxxx, (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide xxxxxxxxxxxxxxxxxxxxxxxxx (“Project”).

B. Firm has submitted to City a written proposal, dated xxxxxx, to provide _____ for the Project.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide the necessary services to the City and has agreed to provide such services as set forth herein.

D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the _____, dated _____, 2026, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm 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 the City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope

of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2rd) the Scope of Services.

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. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

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

1.4 Familiarity with Work. By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Firm shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

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

2. **COMPENSATION**

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

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

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

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

3. **SCHEDULE OF PERFORMANCE**

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

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

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or

negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of [REDACTED], ending on [REDACTED], unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: [REDACTED]. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be [REDACTED] such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly

employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

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 Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Firm shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than **Two Million Dollars (\$2,000,000.00)**. Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The

policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

5.2.1.2 If the PLI policy is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the “PLI Coverage Period”). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

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

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

5.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Firm agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Firm shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least **One Million Dollars (\$1,000,000.00)** per accident for bodily injury or disease. Notwithstanding the foregoing, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm does not have any employees.

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 Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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 Firm shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 Additional Insured. The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

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, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or

has been provided through another insurance company or companies meeting all requirements of this Agreement.

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 Firm may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the City to inform Firm of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 Insurance for Subconsultants. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS

7.1 Records. Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City's consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are

cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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 Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

8.6.1 Firm's failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Firm shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm's liability for completion of the Project Services as provided herein.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this

Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars (\$250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm

will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 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 – [REDACTED].

To City:

City's Contract Officer, title
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
[REDACTED]@cityoflosalamitos.org

With copy to:

Michael S. Daudt, City Attorney
Woodruff & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@woodruff.law

To Firm:

Name of Firm
Street
City, State, Zip Code
Email

10.4 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.

10.5 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.

10.6 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.7 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.

10.8 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.

10.9 Prevailing Wages. Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 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: _____
Tanya Doby
Mayor

APPROVED AS TO FORM.

Woodruff & Smart

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Name of Firm

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2026

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 5B

To: Budget Standing Committee Members

Presented By: Barbara Biscocho, Finance Manager

Subject: Fair Labor Standards Act (FLSA) Audit with Liebert Cassidy Whitmore

SUMMARY

The Finance Department is requesting an Fair Labor Standards Act (FLSA) audit in collaboration with expert legal counsel to continue to ensure that the City is legally and fiscally applying and reporting accurate FLSA calculations in accordance with each respective MOU.

RECOMMENDATION

The recommendation is to approve the initiation of an audit to continue to mitigate any risk related to correct reporting and calculations resulting from new changes to the One, Big, Beautiful Bill Act (OBBBA) and FLSA labor laws.

BACKGROUND

With the changing MOUs and updated 2026 labor laws, it is advisable that we review our labor calculations with our expert labor counsel, Libert Cassidy Whitmore.

DISCUSSION

With the migration of the legacy manual payroll processing to UKG Payroll, staff considered it prudent to conduct an independent audit to ensure the City's compliance with employees' pay in connection with FLSA, overtime, and the new OBBBA reporting requirements. The purpose of the audit is to review each bargaining group's MOU to ensure that compliance is being reported to each respective group in accordance with FLSA labor laws and OBBBA laws for 2026.

FISCAL IMPACT

This is under the City Managers authority of approval.

Attachment: None

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 5C

To: Budget Standing Committee Members

Presented By: Craig Koehler, Director of Finance

Subject: Draft 2026 Budget Calendar

SUMMARY

This report seeks to establish the 2026 budget calendar.

RECOMMENDATION

Approve the recommended budget calendar for 2026.

BACKGROUND

Following the City's Charter Section 1202 and 1203, the proposed budget shall be prepared and submitted to City Council "at least thirty-five (35) days before the beginning of each fiscal year." After reviewing the budget and making revisions as it may deem advisable, "the City Council shall hold a public hearing on the proposed budget, at which interested persons desiring to be heard shall be given such opportunity."

DISCUSSION

To provide ample time for review, analysis, and revision of the fiscal year 2026-27 and 2027-28 proposed budget, staff is recommending the following meetings with the Budget Standing Committee (BSC) and City Council:

March

3/9/26 BSC – Mid-year review FY25-26, Additional Appropriations

3/16/26 City Council Meeting – Mid-year review FY25-26, Additional Appropriations

April - Meet with Commissions during the month

4/6/26 BSC – Review #1 Draft FY26-27, FY27-28, Cost Recovery (Fees) COLA

4/13/26 BSC – Review #2 Draft FY26-27, FY27-28

4/20/26 City Council Meeting – Present Draft FY26-27, FY27-28, Cost Recovery (Fees) COLA

May

5/4/26 BSC – Review #3 Draft FY26-27, FY27-28 (if needed)

5/18/26 City Council Meeting – Budget/Cost Recovery Adoption (Public Hearing)

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 5D

To: Budget Standing Committee Members

Presented By: Craig Koehler, Director of Finance

Subject: Customer Business License Fees Discussion

SUMMARY

This report seeks guidance on the business license fees owed by Kidsguide, a Los Alamitos business operating under this name.

RECOMMENDATION

Review and discuss amounts owed for Kidsguide's business license fees and set a potential payment plan (business license fees and any penalty).

BACKGROUND

Liz Davis, the business owner of Kidsguide, provided public comments at the December 15, 2025, Council Meeting and requested that the Council consider her request for a waiver of penalties in connection with business license fees that were in arrears. She presented a written statement for filing to the City Clerk (Attachment 1).

DISCUSSION

Ms. Davis had previously contacted the City and the Finance Department on July 31, 2025, requesting clarification of a billing statement she received for the years 2021–2024 (Attachment 2). A response was provided to Ms. Davis on August 1, 2025, in which she was asked several questions regarding her business and notification.

Ms. Davis responded that she had neglected to notify the City and HdL that she had vacated her business location and moved, operating the business from her home before transitioning to a shared office space. A copy of Ms. Davis's responses and email was forwarded to HdL to investigate (Attachment 3).

FISCAL IMPACT

To be determined by resulting actions.

- Attachment:
1. Attachment 1 - Letter to City
 2. Attachment 2 - Email to City and Finance Department
 3. Attachment 3 - Email Response

Kidsguide

I received notice on these fees for the **FIRST TIME** in July of this year. Since July, I have repeatedly contacted the City and HDL to make an appeal. The City has said it is up to HDL to change fees and HDL says it is only the City that can make that decision.

I am appealing to the City of Los Alamitos to please bring resolution to this matter.

We are a very small publishing company that has faced immense challenges over the past four years. Like many small businesses, the COVID-19 pandemic had a severe and lasting impact on our operations. In 2020, we were forced to move out of our Los Alamitos Blvd. location and operate from home in order to stay afloat. It wasn't until late 2020 that we transitioned into a shared office space.

During this time, we did not receive any statements or notices related to our business license. Because we were no longer at our previous address and not paying rent in Los Alamitos, it did not occur to us that we had an outstanding balance or delinquency. There was no intent to avoid payment as we never knew there was payment due.

As a business that has operated at a loss for several consecutive years, the addition of steep penalty fees has placed a significant and unexpected financial burden on us. We are prepared to pay for the business license for each of those years, but we respectfully ask that the penalty fees be reconsidered and waived in light of the extraordinary hardship we've endured.

Total Penalty Fees: \$1,348.52

Total Due on Business License: \$1,570.73

Thank you for your help on this matter.

Liz Davis

562-799-0140

Craig Koehler

From: Liz Davis <liz@kidsguidemagazine.com>
Sent: Thursday, July 31, 2025 10:14 AM
To: Craig Koehler
Subject: Did you receive this? Request for Re-Classification & Waiver of Penalty Fees
Attachments: Invoice_Business License Bill.pdf; Business_License_Tax_Fee_Schedule2018-2019.pdf; Non Professional Business Description.pdf

Good morning, Craig!

I just wanted to follow up to make sure you received my request for re-classification and waiver of penalty fees, sent on July 16

Hoping we can resolve this as soon as possible.

Thank you so much for your help.

Gratefully,
 Liz

EMAIL from July 16:

Dear Craig,

I am writing regarding the recently received invoice (attached) for our business license covering the years 2021 through 2024.

First, on the form we now see that **our business was mis-classified in your assessment for fees**. We are **actually a "non-professional"** business according to your definition (see attached). Please make that change for us.

Secondly, we are a very small publishing company that has faced immense challenges over the past four years. Like many small businesses, the COVID-19 pandemic had a severe and lasting impact on our operations. In 2020, we were **forced to move out of our Los Alamitos Blvd. location and operate from home in order to stay afloat**. It wasn't until late 2020 that we transitioned into a shared office space.

During this time, we did not receive any statements or notices related to our business license. Because we were no longer at our previous address and not paying rent in Los Alamitos, it did not occur to us that we had an outstanding balance or delinquency. **There was no intent to avoid payment; rather, it was a case of oversight during an extremely difficult and unstable time.**

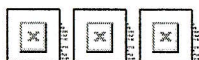
As a business that has operated at a loss for several consecutive years, the addition of steep penalty fees has placed a significant and unexpected financial burden on us. We are prepared to pay the corrected base Employee and State Fees reflected on the invoice, but we respectfully ask that the penalty fees be reconsidered and waived in light of the extraordinary hardship we've endured.

We appreciate your understanding and consideration, and we hope for a resolution that reflects compassion toward small businesses still working hard to recover.

Sincerely,
Liz Davis

Liz Davis
Publisher, Kidsguide

liz@kidsguidemagazine.com | www.kidsguidemagazine.com
10552 Humbolt St. Los Alamitos, CA 90720 | (562) 799-0140



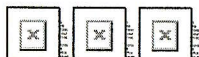
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COMPLIANCE DIVISION
8839 N CEDAR AVE #212
FRESNO, CA 93720

Account Number: 01606180

Invoice Date: 7/7/2025

KIDSGUIDE
10552 HUMBOLT ST
LOS ALAMITOS, CA 90720-2439

COMPLIANCE DIVISION
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

CITY OF LOS ALAMITOS - BUSINESS LICENSE INVOICE

Tax Year	Fee Type	Description of Fee	Fee Amount	Payments Applied	Balance Due
2022	Employee Fees	Employees	278.97	0.00	278.97
2022	Special Fees	State CASp Fee (AB1379)	4.00	0.00	4.00
2022	Penalties	Penalties calculated from 9/1/2021 to 7/7/2025	278.97	0.00	278.97
2022 Balance Due					\$561.94
2023	Employee Fees	Employees	292.92	0.00	292.92
2023	Special Fees	State CASp Fee (AB1379)	4.00	0.00	4.00
2023	Penalties	Penalties calculated from 9/1/2022 to 7/7/2025	292.92	0.00	292.92
2023 Balance Due					\$589.84
2024	Employee Fees	Employees	314.62	0.00	314.62
2024	Special Fees	State CASp Fee (AB1379)	4.00	0.00	4.00
2024	Penalties	Penalties calculated from 9/1/2023 to 7/7/2025	314.62	0.00	314.62
2024 Balance Due					\$633.24
2025	Employee Fees	Employees	327.20	0.00	327.20
2025	Special Fees	State CASp Fee (AB1379)	4.00	0.00	4.00
2025	Penalties	Penalties calculated from 9/1/2024 to 7/7/2025	327.20	0.00	327.20
2025 Balance Due					\$658.40
2026	Employee Fees	Employees	337.02	0.00	337.02
2026	Special Fees	State CASp Fee (AB1379)	4.00	0.00	4.00
2026 Balance Due					\$341.02

Total

\$2,784.44

Pay for your City of Los Alamitos Business License online by visiting <https://losalamitos.hdlgov.com/>. Click "Pay for Balance Due" and follow the on screen instructions. You will need your Account Number and PIN, found below, to pay your balance online.

Account Number

01606180

PIN

763094

Make checks payable to the City of Los Alamitos c/o Compliance Division, 8839 N Cedar Ave #212, Fresno, CA 93720.

The Compliance Division is available to assist you Monday - Friday 8:00 a.m. to 5:00 p.m. Pacific Time for any of your Business License needs. If you have any questions regarding this invoice, need to make payment arrangements, or we can assist with other inquiries, you may contact the Compliance Division toll free at: (562) 512-9758.



COMPLIANCE DIVISION
8839 N CEDAR AVE #212
FRESNO, CA 93720

Account Number: 01606180

Invoice Date: 7/7/2025

----- INVOICE STUB TO BE SENT ALONG WITH PAYMENT IN THE ENVELOPE PROVIDED -----

CITY OF LOS ALAMITOS
COMPLIANCE DIVISION
8839 N Cedar Ave #212
Fresno, CA 93720

Company Name: KIDSGUIDE

Due Date: 7/22/2025

Account Number: 01606180

Payment Amount: _____

Please Make Check Payable to the City of Los Alamitos



CITY OF LOS ALAMITOS
Businesses License Tax Schedule
 Fiscal Period 8/1/19 to 7/31/20

STATE LAW AB-1379

ADD \$4.00

To Total Tax Due

Codes	Business License Type	License Fees				
CATEGORY 1 – Based Inside the City		# Of Emp.	Aug. 1	Nov. 1	Feb. 1	May 1
101-100	General Business	0-3	\$ 268.50	201.37	134.25	67.12
501-500	Retail Misc./Food Stores	4-29	\$ 531.48	398.61	265.74	132.87
501-501	Eating and Drinking Places (Restaurants)	30-99	\$1,328.78	996.58	664.39	332.19
701-700	Import/Export Business	100+	\$2,661.36	1,996.02	1,330.68	665.34
801-800	Commercial/Light Manufacturing					
301-320	Laundry/Dry Cleaning Business		Base Rate \$121.32	90.99	60.66	30.33
301-321	Coin Operated Laundry or Dry Cleaning (Self Serve)		Add \$2.60 per machine			
CATEGORY 2 – Based Inside the City						
601-600	Professional – see LAMC 5.04 for listing		\$ 268.50	201.37	134.25	67.12
	Non-Professional		\$ 17.74	13.30	8.87	4.43
	Real Estate Broker		\$ 268.50	201.37	134.25	67.12
	(Contract Real Estate Agent-Category 3)					
			Part-Time is a maximum of 20 hours per week			
			Part-Time Professional	\$ 134.25	100.69	67.12 33.56
			Part-Time Non-Professional	\$ 8.87	6.65	4.43 2.22
CATEGORY 3 – Based Inside the City						
110-130	Contract Employee (Beauty, nail and hair salon/shop)		\$ 89.41	67.06	44.70	22.35
110-131	Contract Instructor (Teacher, trainers of the arts, music, craft, dance, physical fitness, or professions)					
110-140	Massage Practitioner					
CATEGORY 4 – Based Inside the City						
910-950	Home Occupation Business		\$ 131.44	98.58	65.72	32.86
	(If renter, property owners signature is required)					
	One Time Home Occupational Permit Fee		\$ 114.00	Flat Fee		
CATEGORY 5 – Based Inside the City						
401-400	Rental Units-Apartments & Commercial		\$ 131.44	98.58	65.72	32.86
401-400	Mobile Home Parks					
			The flat rate above is for the first 4 rental units			
			<i>- Additional units are \$14.78 per unit -</i>			
CATEGORY 6 – Based Inside the City						
000-000	Exempt/Non-Profit		NO FEE (see procedure instructions for details)			
001-001	Exempt-Insurance Agent/Life		NO FEE (see procedure instructions for details)			
090-090	Bingo		\$ 50.00			
CATEGORY 7 – Based Outside the City						
210-250	General Contractor	Annual	\$531.08	Bi-Annual	\$265.54	
215-200	Sub-Contractor		\$268.50		\$134.25	
014-014	Handyman		\$268.50		\$134.25	
012-012	Gardening Service		\$268.50		\$134.25	
013-013	Janitorial Service (017-017 Distribution Permit)		\$268.50		\$134.25	
CATEGORY 8 – Based Outside the City						
020-020	Delivery Service or Pick-Up Service		\$ 100.43 per vehicle/person			
030-030	Itinerant Vendor		\$ 100.43 per vehicle/person			
040-040	Ambulance Service		\$ 100.43 per vehicle/person			
081-081	Solicitor		\$ 100.43 per vehicle/person			
080-080	Coin Operated Machines, Amusement Machines		\$ 32.87 per machine			
070-070	Service Provider		\$ 100.43 per vehicle/person			
042-042	Taxi Service		\$ 100.43 per vehicle/person			
060-060	Ice Cream Vendor/Hot Meal Truck		\$ 100.43 per vehicle/person			

CHANGE OF OWNERSHIP = \$13.00
 CHANGE OF LOCATION = \$13.00

DUPLICATE LICENSE FEE = \$13.00

ONE-TIME COMMERCIAL ZONING PERMIT REVIEW = \$340.00

Los Alamitos non-professional businesses

It's important to clarify what "non-professional business" refers to, as this term can have slightly different interpretations depending on context.

Here are some perspectives on non-professional businesses in Los Alamitos:

1. Non-Profit Organizations

- If "non-professional" refers to not being driven by profit, Los Alamitos has several non-profit organizations serving various community needs:
 - Precious Life Shelter: Provides shelter and support for homeless pregnant women.
 - The Youth Center: Offers child care, day care, summer camps, and community service.
 - Food Finders: Rescues food from businesses and redistributes it to those in need.
 - Casa Youth Shelter: Provides services and support for children and teens in need.
 - WE CARE: Offers emergency assistance (rental, utility, food, etc.) to families, veterans, and seniors.

2. Businesses with non-professional employees

- Some businesses primarily employ workers in non-professional fields, such as those involving manual labor or trade skills learned through apprenticeships or training programs, according to ZipRecruiter.
- Examples of such businesses in Los Alamitos might include:
 - The Meat Company: A butcher and market offering premium meats.
 - Absolute Sign: Installs exterior and interior signs and lighting systems.
 - Clover Laundry: A laundromat offering laundry services.
 - McNally Electric & Lighting: Provides lighting fixtures and has a repair shop on-site.
 - bbqLAND: A store selling grilling equipment, sauces, and rubs.

3. Businesses that do not require professional licenses

- Some businesses do not require specific professional licenses to operate.
- Examples in Los Alamitos might include:
 - Print-N-Copy Center: Offers printing services.
 - Pacific Organic Pops: Specializes in handcrafted organic ice pops.

- -

4. Small and local businesses

- Many small and local businesses, regardless of their specific field, contribute to the vibrant economy and community of Los Alamitos.
- Examples include:
 - The Denim Bar: Women's clothing store.
 - MoonGoat Coffee Roasters: Coffee roastery and cafe.
 - Flat White Coffee: Cafe and bakery.
 - Konishi Plumeria: Nursery specializing in plumeria plants.

- -

The term "non-professional business" can be subjective and open to different interpretations. However, the examples above offer a broad overview of businesses and organizations in Los Alamitos that might be considered "non-professional" in various contexts.

Yes,
I forwarded to HdL support to investigate.

Sent from my iPhone

On Aug 11, 2025, at 1:21 PM, Liz Davis <liz@kidsguidemagazine.com> wrote:

Hi Craig,

Just wanted to make sure you received the answers to your questions.

Appreciate your help on this.

Gratefully,
Liz

Liz Davis
Publisher, Kidsguide
Liz@kidsguidemagazine.com

10552 Humbolt Street, Los Alamitos, CA 90720
kidsguidemagazine.com | 562-799-0140
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----- Forwarded message -----

From: Liz Davis <liz@kidsguidemagazine.com>

Date: Aug 1, 2025, 12:18 PM -0700

To: Craig Koehler <CKoehler@cityoflosalamitos.org>

Subject: RE: Did you receive this? Request for Re-Classification & Waiver of Penalty Fees

Hi Craig,

Sorry for the delay. I was out of the office yesterday.

Below are the answers to your questions, along with a couple of attachments.

1. Did you notify anyone that your business was misclassified from the onset?
The first notification went to you, as the representative for the City of Los Alamitos.
In the past. I had never been aware there were different classifications.
2. Did you notify HdL or the City that you had moved out of your business location? I believe it is your responsibility to keep all parties informed. - We moved during CoVid. It was a very difficult time for us. Notifying the City was not on my radar. (as I

am sure during that time period it was not on most people's radar!). It was not until this year that I received any notification about my business license.

3. What is the breakdown of the amount owed for penalties vs. license arrears? - Attached is the bill that was sent to me. Below is a breakdown of Penalty Fees, and Fees for the Incorrect Classification. I have also attached the a copy of The business tax schedule for Category 2 - Non Professional, which shows a substantially lower license fee (\$17.74).

I am asking that the penalties be removed, and the correct classification be applied. For 2022 through 2025, that would bring the total to \$70.96 plus the \$4 per year California fee - \$86.96

Looking forward to resolving this quickly.

Gratefully,
Liz

Breakdown of Penalties

- 2022: \$278.97
- 2023: \$292.92
- 2024: \$314.62
- 2025: \$327.20 (why do I even have a penalty for this year?)
- **TOTAL: 1,213.71**
- NOTE: 2026 is on the bill: They are already charging me \$337.02 for a year that we are not even in (not as a penalty but as a fee)
- Breakdown in Fees for **Incorrect** Classification is the same as the above penalty, with an additional \$4 for CA Fees. Proper non professional fees would be substantially lower. (See Attachment).
 - 2022 - \$278.97+4
 - 2023 - \$292.92+4

- 2024 - \$314.62+4
- 2025 - \$327.20 + 4
- 2026 - \$337.02+4 — we are not in 2026, however it is on the bill
- **TOTAL: \$1,570.73**

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On Jul 31, 2025, 11:50 AM -0700, Craig Koehler <CKoehler@cityoflosalamitos.org>, wrote:

Hi Liz,

Yes, I did. However, this should be handled through HdL, the business license provider.

A couple of questions for you:

1. Did you notify anyone that your business was misclassified from the onset?
2. Did you notify HdL or the City that you had moved out of your business location? I believe it is your responsibility to keep all parties informed.

3. What is the breakdown of the amount owed for penalties vs. license arrears?

Trying to seek a better understanding to assist you in finding a solution.

Thank you.

Craig Koehler

Finance Director / City Treasurer

<image001.png>

3191 Katella Avenue

Los Alamitos, CA 90720

ckoehler@cityoflosalamitos.org

562.431.3538.ext 222

From: Liz Davis <liz@kidsguidemagazine.com>

Sent: Thursday, July 31, 2025 10:14 AM

To: Craig Koehler <CKoehler@cityoflosalamitos.org>

Subject: Did you receive this? Request for Re-Classification & Waiver of Penalty Fees

Good morning, Craig!

I just wanted to follow up to make sure you received my request for re-classification and waiver of penalty fees, sent on July 16

Hoping we can resolve this as soon as possible.

Thank you so much for your help.

Gratefully,

Liz

EMAIL from July 16:

Dear Craig,

I am writing regarding the recently received invoice (attached) for our business license covering the years 2021 through 2024.

First, on the form we now see that our business was mis-classified in your assessment for fees. We are actually a “non-professional” business according to your definition (see attached). Please make that change for us.

Secondly, we are a very small publishing company that has faced immense challenges over the past four years. Like many small businesses, the COVID-19 pandemic had a severe and lasting impact on our operations. In 2020, we were forced to move out of our Los Alamitos Blvd. location and operate from home in order to stay afloat. It wasn't until late 2020 that we transitioned into a shared office space.

During this time, we did not receive any statements or notices related to our business license. Because we were no longer at our previous address and not paying rent in Los Alamitos, it did not occur to us that we had an outstanding balance or delinquency. There was no intent to avoid payment; rather, it was a case of oversight during an extremely difficult and unstable time.

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Sincerely,
Liz Davis

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KIDSGUIDE

<Business_License_Tax_Fee_Schedule2018-2019.pdf>

<Invoice_Business License Bill.pdf>

<Non Professional Business Description.pdf>

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 6A

To: Budget Standing Committee Members

Presented By: Chet Simmons, City Manager

Subject: Conference with Labor Negotiator

SUMMARY

City Negotiator: Chet Simmons, City Manager

Employee Organization: Executive Management, Non-Represented

Authority: Government Code Section 54957.6

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 6B

To: Budget Standing Committee Members

Presented By: Chet Simmons, City Manager

Subject: Conference With Labor Negotiator

SUMMARY

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

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None

City of Los Alamitos

BUDGET STANDING COMMITTEE AGENDA REPORT

MEETING DATE: January 12, 2026

ITEM NUMBER: 6C

To: Budget Standing Committee Members

Presented By: Chet Simmons, City Manager

Subject: Conference With Labor Negotiator

SUMMARY

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

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None