

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

CITY COUNCIL AGENDA
SPECIAL MEETING
Monday, March 23, 2026 – 5:30 PM

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. 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: Police Officers Association

Employees Authority: Government Code Section 54957.6

C. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager

Employee Organization: Executive Management, Non-Represented

Authority: Government Code Section 54957.6

D. Public Employee Performance Evaluation

Title: City Manager

Authority: Government Code Section 54957

E. Conference with Labor Negotiator

City Negotiator: Michael S. Daudt, City Attorney

Employee: City Manager

Authority: Government Code Section 54957.6

4. PLEDGE OF ALLEGIANCE

Council Member Hasselbrink will lead the Pledge of Allegiance.

5. INVOCATION

Council Member Hibard will give the Invocation.

6. PRESENTATIONS

A. Recognition of Evo Studio's for Being Featured as the February 2026 Mayor's Business Spotlight

B. Recognition of Max Muscle for Being Featured as the March 2026 Mayor's Business Spotlight

C. Presentation of a Proclamation to the Finance Department in Recognition of Government Finance Professionals Week

D. Presentation by Townsend Public Affairs Providing an Update on City Grants and Federal Funding

7. ORAL COMMUNICATIONS

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

8. UPDATES FROM THE MAYOR

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

9. UPDATES FROM THE CITY STAFF

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

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from January 27, 2026, to February 28, 2026.

Recommendation: Ratify the Warrants from January 27th to February 28, 2026, for \$2,882,020.76.

Roll Call

Mayor Doby

Mayor Pro Tem Nefulda

Council Member Hasselbrink

Council Member Hibard

Council Member Loe

11. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the City Council Adjourned Regular Minutes of February 9, 2026.

B. Considerations Regarding SB 707: Brown Act Modernization (Administration)

Senate Bill 707 (SB 707), signed into law in October 2025 and effective July 1, 2026, represents a substantial modernization of the Ralph M. Brown Act. The legislation introduces new requirements aimed at enhancing public access, transparency, and accessibility to local government meetings. As a result, the City will be required to implement several operational and procedural changes to ensure full compliance with the updated law.

Recommendation:

1. Direct staff to move forward with a two-way audiovisual platform

and bring forward a Disruption Policy for adoption in compliance with SB 707; and,

2. Direct staff to place a community posting board at City Hall and bring forward a Community Posting Policy for adoption; and,
3. Direct Staff to collaborate with local community organizations to identify and implement strategies that encourage greater participation from underrepresented groups in City Council meetings.

C. Mid-Year General Fund Budget Review and Financial Update for Fiscal Year 2025-26 (Finance)

This report provides the City Council with a review of the Mid-Year General Fund budget for the Fiscal Year 2025-26 and a projection for the fiscal year ending June 30, 2026.

Recommendation: Receive and file the Mid-Year General Fund budget for the Fiscal Year 2025-26, projection for the fiscal year ending June 30, 2026, and approve the additional appropriations of \$650,000 to the Self-Insurance (Fund 54).

D. Approve the Auction of City Vehicles and Equipment (Development Services)

This item recommends authorizing the auction of surplus vehicles and equipment that are no longer operable or cost-effective to repair.

Recommendation: Authorize the listed vehicles and equipment to be declared surplus and approve their auction and disposal in accordance with Resolution No. 2025-26, Fleet Vehicle & Equipment Replacement Policy.

E. Approval of Plans and Specifications — Authorization to Bid for 100KW Emergency Generator Project (CIP 24/25-13) (Development Services)

This item facilitates soliciting bids for purchase and installation of a new portable 100KW emergency generator (CIP 24/25-13).

Recommendation:

1. Approve the plans and specifications bid for the 100KW Emergency Generator Project (CIP 24/25-13); and,
2. Authorize City Staff to advertise and solicit bid proposals for the Project (CIP 24/25-13).

F. Approve Agreement with the County of Orange for Waste Infrastructure System Enterprise (WISE) (Development Services)

City Staff requests City Council approval of the Waste Infrastructure System Enterprise (WISE) Agreement with the County of Orange for municipal solid waste disposal services and rates. Under the WISE Agreement, participating cities and districts receive priority access to County landfills, a disposal rate of at least 10% below the public rate (and no higher than the waste importation rate), and a share of revenue from the County's waste importation agreements, in exchange for directing all non-recycled waste collected by franchise haulers to County landfills.

Recommendation: Authorize the City Manager to execute the WISE Agreement with the County of Orange for municipal solid waste disposal rates and services, with any minor modifications as necessary, in a form approved by the City Attorney.

G. Notice of Completion (NOC) for Labourdette Park Project (CIP 24/25-02) (Development Services)

This item recommends the City Council accept the Labourdette Park Project (CIP 24/25-02) located at 4401 Howard Avenue, as complete.

Recommendation:

1. Approve the City Engineer's Notice of Completion (NOC) for the Labourdette Park Project (CIP 24/25-02) as completed by Marjani Builders, Inc.; and,
2. Authorize the City Clerk to record the Notice of Completion with the Orange County Recorder's Office; and,
3. Authorize City Staff to release the Project retention to Marjani Builders, Inc. in the amount of \$37,727.36, up to thirty-five (35) days after recording of the Notice of Completion.

H. Professional Services Agreement with Bordin Semmer LLP (Administration)

The purpose of this report is to seek approval for a Professional Services Agreement with Bordin Semmer LLP to provide on-call and as-needed legal defense services to the City.

Recommendation: Authorize the Mayor to execute the Professional Services Agreement with Bordin Semmer LLP to represent the City in connection with future defense lawsuits.

12. ORDINANCE

A. **Proposed Ordinance No. 2026-02 - Adding Chapter 9.28 to Title 9 of the Los Alamitos Municipal Code Relating to the Sale and Distribution of Kratom Products (Administration)**

Consideration of a proposed ordinance to restrict the sale, distribution, and advertisement for sale of products containing any part of the leaf of the plant *Mitragyna speciosa* (more commonly known as the kratom plant), including a ban on products with a level of 7-hydroxymitragynine that is greater than 2 percent of the total alkaloids in the product. The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which the U.S. Food and Drug Administration has identified as having opioid-like characteristics, and which pose a threat to the public health and safety.

Recommendation:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2026-02; and,
2. City Attorney Daudt to read the title of Ordinance No. 2026-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.28 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS".

13. COUNCIL ANNOUNCEMENTS

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

14. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk
Dated: March 19, 2026

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 3A

To: Mayor Tanya Doby & Members of the City Council

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

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 3B

To: Mayor Tanya Doby & Members of the City Council

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 3C

To: Mayor Tanya Doby & Members of the City Council

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

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 3E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Conference with Labor Negotiator

SUMMARY

City Negotiator: Michael S. Daudt, City Attorney

Employee: City Manager

Authority: Government Code Section 54957.6

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 10A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic funds transfers for the period from January 27, 2026, to February 28, 2026.

RECOMMENDATION

Ratify the Warrants from January 27th to February 28, 2026, for \$2,882,020.76.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

The total of \$2,882,020.76 represents checks and electronic fund transfers from January 27th to February 28th, 2026.

Attachment: 1. Council Report - 03.23.2026

CITY OF LOS ALAMITOS
A/P Warrants
March 23, 2026

To Ratify

Pages:

1-14	\$ 1,377,559.12	Warrants	02/01/2026-02/28/2026
15	\$ 8,702.44	Medical Retirees	02/01/2026
16	\$ 436,606.06	Earnings & Employer Taxes	01/30/2026
17	\$ 46,513.86	Employer Benefits	01/30/2026
18	\$ 440,465.90	Earnings & Employer Taxes	02/13/2026
19	\$ 86,620.41	Employer Benefits	02/13/2026
20	\$ 399,744.57	Earnings & Employer Taxes	02/27/2026
21	\$ 85,808.40	Employer Benefits	02/27/2026
Grand Total	\$ 2,882,020.76		

The attached Warrant Register containing checks and electronic funds transfers for the period from January 27, 2026, to February 28, 2026, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Finance Director/City Treasurer

Craig Koehler
this 2nd day of March, 2026

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADCO ROOFING INC	CC LEAK REPAIR 01/21/26	GENERAL FUND	BUILDING MAINTENANCE	1,085.00
			TOTAL:	1,085.00
ADERSA GROUP LLC	PRIVACY FENCE 09/25	GENERAL FUND	PARK MAINTENANCE	9,604.78
			TOTAL:	9,604.78
ALL CITY MANAGEMENT SERVICES	CROSS GUARDS 01/04-01/17	GENERAL FUND	TRAFFIC	7,513.69
	CROSS GUARDS 01/18-01/31	GENERAL FUND	TRAFFIC	6,868.58
			TOTAL:	14,382.27
ALWAYS ADVANCING, LLC	ROTB MEDALS (1350)	GENERAL FUND	NON-DEPARTMENTAL	4,586.50
			TOTAL:	4,586.50
ANDERSON ELECTRICAL & LIGHTING SERVICE	EV CHARGERS INSTALLATION	GENERAL FUND	BUILDING MAINTENANCE	16,900.00
			TOTAL:	16,900.00
BARBARA BANNERMAN	YOGA	GENERAL FUND	SPECIAL CLASSES	117.00
			TOTAL:	117.00
BASE HILL INC	JANITORIAL SVCS 01/26	GENERAL FUND	BUILDING MAINTENANCE	5,809.99
			TOTAL:	5,809.99
BEAR ELECTRICAL SOLUTIONS LLC	TRAFFIC SIGNAL SVCS 07/25	GENERAL FUND	STREET MAINTENANCE	1,470.00
	TRAFFIC SIGNAL SVCS 12/25	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	2,940.00
BIG TOP RENTALS	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	511.95
			TOTAL:	511.95
BRYCE HAINES	CPR & AED TRAINING	GENERAL FUND	SPECIAL CLASSES	133.25
			TOTAL:	133.25
BUENA PARK PLAQUE & TROPHY	SOROPTIMIST PARK PLAQUE	GENERAL FUND	CAPITAL PROJECTS	2,697.00
	SOROPTIMIST PARK PLAQUE	GENERAL FUND	CAPITAL PROJECTS	225.00
			TOTAL:	2,922.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS 01/26	GENERAL FUND	PATROL	357.32
			TOTAL:	357.32
CALIFORNIO CHOCOLATE LLC	SENIOR PRGM SUPPLES	GENERAL FUND	SPECIAL CLASSES	250.00
			TOTAL:	250.00
CALIRICA LLC	CONSULTING SVCS 01/26	GENERAL FUND	ADMINISTRATION	3,000.00
			TOTAL:	3,000.00
CALPERS	25/26 PERS UAL PYMT 8	GENERAL FUND	ADMINISTRATION	18,665.66
	25/26 PERS UAL PYMT 8	GENERAL FUND	FINANCE	6,489.73
	25/26 PERS UAL PYMT 8	GENERAL FUND	PATROL	22,181.68
	25/26 PERS UAL PYMT 8	GENERAL FUND	INVESTIGATION	85,780.64
	25/26 PERS UAL PYMT 8	GENERAL FUND	RECORDS	12,813.34
	25/26 PERS UAL PYMT 8	GENERAL FUND	YOUTH SERVICES	2,640.43
	25/26 PERS UAL PYMT 8	GENERAL FUND	TRAFFIC	3,856.54
	25/26 PERS UAL PYMT 8	GENERAL FUND	K-9 UNIT	3,319.34
	25/26 PERS UAL PYMT 8	GENERAL FUND	COMMUNITY DEVEL ADMIN	3,856.70
	25/26 PERS UAL PYMT 8	GENERAL FUND	COMMUNITY DEVEL ADMIN	15,093.38
	25/26 PERS UAL PYMT 8	GENERAL FUND	PLANNING	2,608.56

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CARRI FOX	25/26 PERS UAL PYMT 8	GENERAL FUND	NEIGHBORHOOD PRESERVAT	1,896.73
	25/26 PERS UAL PYMT 8	GENERAL FUND	STREET MAINTENANCE	7,156.86
	25/26 PERS UAL PYMT 8	GENERAL FUND	ECONOMIC DEVELOPMENT	363.42
	25/26 PERS UAL PYMT 8	GENERAL FUND	RECREATION ADMINISTRAT	21,116.15
			TOTAL:	207,439.16
CDW GOVERNMENT, INC.	LINE DANCE DROP IN 01/01-01/31	GENERAL FUND	SPECIAL CLASSES	159.60
			TOTAL:	159.60
	PD SURFACE PRO BUNDLE	GENERAL FUND	RECORDS	2,599.80
	PD SURFACE PRO 4YR PLAN	GENERAL FUND	RECORDS	309.22
			TOTAL:	2,909.02
CHARLES ABBOTT ASSOCIATES, INC.	BLDG & SAFETY SVCS 12/25	GENERAL FUND	BUILDING INSPECTION	25,036.80
			TOTAL:	25,036.80
	FIBER INTERNET 02/26	GENERAL FUND	NON-DEPARTMENTAL	1,734.00
	CITY PHONE LINES 02/26	GENERAL FUND	NON-DEPARTMENTAL	477.61
			TOTAL:	2,211.61
CITY GREEN CONSULTING LLC	WASTE CONSULT SVCS 12/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	3,312.50
			TOTAL:	3,312.50
CITY OF BREA	FY 25/26 ILJAO MEMBER SVC	GENERAL FUND	COMMUNICATIONS TECHNOL	6,404.95
			TOTAL:	6,404.95
CITY OF CYPRESS	MOBILE COMMAND POST 07-12/25	GENERAL FUND	EMERGENCY PREPAREDNESS	431.62
			TOTAL:	431.62
CITY OF WESTMINSTER	SWAT RANGE FEES 2025	GENERAL FUND	PATROL	784.00
			TOTAL:	784.00
CIVICPLUS, LLC	CIVICPLUS VIRTUAL TRNG 2026	GENERAL FUND	ADMINISTRATION	480.00
			TOTAL:	480.00
COLE PRO MEDIA CORP	TRANSPARENCY ADVISING	GENERAL FUND	ADMINISTRATION	3,000.00
			TOTAL:	3,000.00
COP WARE, INC.	LEGAL SOFTWARE LICENSE 26/27	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	705.00
			TOTAL:	705.00
COUNTY OF ORANGE TREASURER-TAX	PKG/EQUIP VIOLATIONS 11/25	GENERAL FUND	NON-DEPARTMENTAL	3,091.00
	PKG/EQUIP VIOLATIONS 12/25	GENERAL FUND	NON-DEPARTMENTAL	3,707.00
	OCATS 12/25	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	AFIS 12/25	GENERAL FUND	COMMUNICATIONS TECHNOL	358.00
	AFIS 01/26	GENERAL FUND	COMMUNICATIONS TECHNOL	358.00
			TOTAL:	8,787.33
DANIELS TIRE SERVICE	REC JEEP TIRE SVCS 01/12/26	GARAGE FUND	GARAGE	323.91
			TOTAL:	323.91
DONNOE & ASSOCIATES INC	PD CORPORAL TEST 01/15/26	GENERAL FUND	POLICE ADMINISTRATION	1,290.00
			TOTAL:	1,290.00
DUTHIE ELECTRIC SERVICE CORPORATION	GENERATOR MAINT 12/25	GENERAL FUND	BUILDING MAINTENANCE	1,012.06
	FENLEY PUMP MAINT 01/26	GENERAL FUND	BUILDING MAINTENANCE	974.20

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ELITE MAINTENANCE & TREE SERVICE	EMERG GENERATOR MAINT	GENERAL FUND	BUILDING MAINTENANCE	2,040.00
	TOTAL:			4,026.26
	LANDSCAPE SVCS 01/26	GENERAL FUND	STREET MAINTENANCE	13,499.35
	TOTAL:			13,499.35
EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOYMENT INS Q4	SELF INSURANCE TRU	INSURANCE	1,476.00
	TOTAL:			1,476.00
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES 01/26	GARAGE FUND	GARAGE	25,090.48
	TOTAL:			25,090.48
ERIN CHOI	SILVER RING MAKING 01/17	GENERAL FUND	SPECIAL CLASSES	104.00
	TOTAL:			104.00
EWING	SB FIELD MAINT SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	442.00
	TOTAL:			442.00
FEDEX	DNA SHIPMENT 01/26	GENERAL FUND	RECORDS	2.08
	TOTAL:			2.08
FERGUSON ENTERPRISES LLC	IRRIGATION SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	436.99
	SB IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	2,107.20
	SB FIELD MAINT SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	324.56
	TOTAL:			2,868.75
FLASHPOINT LEADERSHIP	LPI 360 ASSESSMENTS 01/26	GENERAL FUND	FINANCE	1,230.00
	TOTAL:			1,230.00
FRONTIER COMMUNICATIONS	JAIL ALARM 01/26	GENERAL FUND	PATROL	595.92
	JAIL ALARM 02/26	GENERAL FUND	PATROL	385.27
	TOTAL:			981.19
GALLS LLC	PD UNIFORMS	GENERAL FUND	PATROL	913.07
	POLICE AIDE UNIFORMS	GENERAL FUND	RECORDS	74.87
	POLICE AIDE UNIFORMS 01/26	GENERAL FUND	RECORDS	124.31
	POLICE AIDE UNIFORMS 02/26	GENERAL FUND	RECORDS	26.81
	POLICE AIDE UNIFORMS 02/26	GENERAL FUND	RECORDS	119.88
	POLICE AIDE UNIFORMS 02/26	GENERAL FUND	RECORDS	3.30
	TOTAL:			91.61
GANAHL LUMBER COMPANY	PW SUPPLIES 01/26	GENERAL FUND	STREET MAINTENANCE	43.69
	PW SUPPLIES 01/26	GENERAL FUND	STREET MAINTENANCE	58.97
	PW SUPPLIES 01/26	GENERAL FUND	STREET MAINTENANCE	52.41
	SB FIELD MAINT SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	56.17
	SB FIELD MAINT SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	36.03
	MUSEUM DUPLICATE KEYS 01/26	GENERAL FUND	BUILDING MAINTENANCE	43.13
	TOTAL:			290.40
GOLDEN STATE WATER COMPANY	WATER BILL 02/26	GENERAL FUND	STREET MAINTENANCE	4,432.49
	WATER BILL 01/26	GENERAL FUND	STREET MAINTENANCE	9,631.58
	WATER BILL 02/26	GENERAL FUND	PARK MAINTENANCE	832.78
	WATER BILL 01/26	GENERAL FUND	PARK MAINTENANCE	8,844.64
	WATER BILL 02/26	GENERAL FUND	BUILDING MAINTENANCE	1,209.13
	WATER BILL 01/26	GENERAL FUND	BUILDING MAINTENANCE	680.57

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GREAT AMERICA FINANCIAL SERVICES	PRINTER LEASE PYMT 11/25	GENERAL FUND	NON-DEPARTMENTAL	25,631.19
	TOTAL:			1,462.46
				1,462.46
HDL COREN & CONE	PROP TAX SVCS 01/26-03/26	GENERAL FUND	FINANCE	1,685.88
	TOTAL:			1,685.88
HOMECOURT EDGE BASKETBALL LLC	HCE DROP IN 01/01-01/31	GENERAL FUND	SPECIAL CLASSES	320.00
	HCE DROP IN 01/06-01/29	GENERAL FUND	SPECIAL CLASSES	180.00
	HCE DROP IN 01/06-01/29	GENERAL FUND	SPECIAL CLASSES	132.00
	HCE DROP IN 01/06-01/29	GENERAL FUND	SPECIAL CLASSES	1,605.25
	HCE DROP IN 01/06-01/29	GENERAL FUND	SPECIAL CLASSES	200.00
	TOTAL:			2,437.25
JOHNSON CONTROLS FIRE PROTECTION LP	CC FIRE ALARM RET	GENERAL FUND	NON-DEPARTMENTAL	805.66
	CC FIRE ALARM 12/25	BUILDING IMPROVEME	CAPITAL PROJECTS	16,113.02
	TOTAL:			15,307.36
JOINT FORCES TRAINING BASE	JFTB POOL RENTAL 01/26	GENERAL FUND	AQUATICS	5,000.00
	TOTAL:			5,000.00
KINETIC PERSONNEL GROUP	AP SPECIALIST SVCS 01/26	GENERAL FUND	FINANCE	881.50
	AP SPECIALIST SVCS 01/26	GENERAL FUND	FINANCE	623.50
	AP SPECIALIST SVCS 02/26	GENERAL FUND	FINANCE	1,032.00
	AP SPECIALIST SVCS 02/26	GENERAL FUND	FINANCE	688.00
	TOTAL:			3,225.00
KRONOS SASHR INC	PAYROLL SVC FEE 06/25	GENERAL FUND	FINANCE	1.50
	PAYROLL SVC FEE 08/25	GENERAL FUND	FINANCE	59.50
	PAYROLL SVC FEE 09/25	GENERAL FUND	FINANCE	3.75
	PAYROLL SVC FEE 11/25	GENERAL FUND	FINANCE	3.00
	PAYROLL SVC FEE 12/25	GENERAL FUND	FINANCE	2.25
	PAYROLL UKG SVCS 01/26	GENERAL FUND	FINANCE	3,814.81
	PAYROLL SVC FEE 01/26	GENERAL FUND	FINANCE	5.25
	TOTAL:			3,890.06
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 01/12/26	GARAGE FUND	GARAGE	270.00
	PW CAR WASHES 01/12/26	GARAGE FUND	GARAGE	270.00
	REC CAR WASHES 01/12/26	GARAGE FUND	GARAGE	90.00
	PW CAR WASHES 01/20/26	GARAGE FUND	GARAGE	615.00
	PW CAR WASHES 01/26/26	GARAGE FUND	GARAGE	450.00
	REC CAR WASHES 01/26/26	GARAGE FUND	GARAGE	145.00
	PD CAR WASHES 01/26/26	GARAGE FUND	GARAGE	85.00
	TOTAL:			1,925.00
LIEBERT CASSIDY WHITMORE	INVESTIGATION SVCS 09/25	GENERAL FUND	CITY ATTORNEY	380.00
	GENERAL SVCS 09/25	GENERAL FUND	CITY ATTORNEY	47.50
	GENERAL SVCS 09/25	GENERAL FUND	CITY ATTORNEY	760.00
	GENERAL SVCS 09/25	GENERAL FUND	CITY ATTORNEY	173.00
	TOTAL:			1,360.50
LOS ALAMITOS LOCK SERVICE	FACILITY DUPLICATE KEYS	GENERAL FUND	BUILDING MAINTENANCE	87.40
	PD ACCESS CTRL SYSTEM	GENERAL FUND	BUILDING MAINTENANCE	1,892.37
	SLA MAINT CONTRACT YEAR 1	GENERAL FUND	BUILDING MAINTENANCE	6,000.00
	CITY PADLOCKS	GENERAL FUND	BUILDING MAINTENANCE	513.24

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	SB FIELD DOOR LOCK REPAIR	GENERAL FUND	BUILDING MAINTENANCE	415.15
	TOTAL:			8,908.16
	OAK GYM FLOOR REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	85,754.50
	TOTAL:			85,754.50
LOS ALTOS TROPHY	COUNCIL NAME PLATES	GENERAL FUND	ADMINISTRATION	45.26
	COUNCIL NAME PLATES	GENERAL FUND	ADMINISTRATION	176.17
	EMPLOYEE NAME PLATES	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.31
	TOTAL:			275.74
MAXIMUM ENERGY PROFESSIONALS	CC2 MEP DESIGN SVCS 01/26	GENERAL FUND	CAPITAL PROJECTS	2,454.00
	TOTAL:			2,454.00
MCKENZIE RICKS	SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	455.65
	TOTAL:			455.65
MIKA MAUNULA	PICKLEBALL 01/08-01/28/26	GENERAL FUND	SPECIAL CLASSES	283.40
	PICKLEBALL 01/08-01/28/26	GENERAL FUND	SPECIAL CLASSES	326.95
	TOTAL:			610.35
MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL 01/26/26	GENERAL FUND	PATROL	25.00
	TOTAL:			25.00
MISC. VENDOR	ERIKA CANELA: DEP REFUND	GENERAL FUND	NON-DEPARTMENTAL	250.00
	TONY LIU: CLASS REFUND	GENERAL FUND	NON-DEPARTMENTAL	75.00
	TYSON KHERLOPIAN: CLASS REF	GENERAL FUND	NON-DEPARTMENTAL	95.00
	CURTIS HIGGINS: PKG REF	GENERAL FUND	NON-DEPARTMENTAL	40.00
	WILLIAM BERMUDEZ: PKG REF	GENERAL FUND	NON-DEPARTMENTAL	40.00
	WILLIAM BERMUDEZ: PKG REF	GENERAL FUND	NON-DEPARTMENTAL	40.00
	MARY E. BEAZLEY: PKG REF	GENERAL FUND	NON-DEPARTMENTAL	325.00
	TOTAL:			865.00
MOBILE WIRELESS LLC	MOBILE SERVER 02/26-02/27	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,655.00
	TOTAL:			2,655.00
NEWPORT EXTERMINATING	SB FIELD PEST CNTRL 12/25	GENERAL FUND	PARK MAINTENANCE	300.00
	SB FIELD PEST CTRL 01/26	GENERAL FUND	PARK MAINTENANCE	300.00
	SB FIELD GOPHER CTRL	GENERAL FUND	PARK MAINTENANCE	700.00
	CH PEST CONTROL 12/25	GENERAL FUND	BUILDING MAINTENANCE	270.00
	CC PEST CONTROL 12/25	GENERAL FUND	BUILDING MAINTENANCE	75.00
	CH PEST CONTROL 11/25	GENERAL FUND	BUILDING MAINTENANCE	150.00
	TOTAL:			1,795.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-S1 VEHICLE SVCS 10/25	GARAGE FUND	GARAGE	520.69
	PD 48-K9 VEHICLE SVCS 11/25	GARAGE FUND	GARAGE	272.80
	PD 48-S1 VEHICLE SVCS 11/13	GARAGE FUND	GARAGE	79.45
	PW TRAILER VEHICLE SVCS 12	GARAGE FUND	GARAGE	112.50
	PD 48-3 VEHICLE SVCS 12/31	GARAGE FUND	GARAGE	2,274.00
	PD 48-4 VEHICLE SVCS 01/18	GARAGE FUND	GARAGE	1,054.59
	PD 48-3 VEHICLE SVCS 01/26	GARAGE FUND	GARAGE	109.45
	PD 48-3 VEHICLE SVCS 01/21	GARAGE FUND	GARAGE	395.33
	PD PC-2 VEHICLE SVCS 01/21	GARAGE FUND	GARAGE	150.00
	TOTAL:			5,795.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OPENGOV, INC.	PW3 VEHICLE SVCS 01/26	GARAGE FUND	GARAGE	321.55
	TOTAL:			5,290.36
ORANGE COUNTY SANITATION DISTRICT	ASSET MGMT SOFTWARE 2026	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		15,894.90
	TOTAL:			15,894.90
PAPER RECYCLING SPECIALISTS	UUT REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	1,399.68
	TOTAL:			1,399.68
PERFORMA LABS INC	SHREDDING SVCS 01/26	GENERAL FUND	NON-DEPARTMENTAL	127.00
	TOTAL:			127.00
PRO FORCE LAW ENFORCEMENT	ONLINE TRNG SUB 2026	GENERAL FUND	PATROL	3,480.00
	TOTAL:			3,480.00
PTS COMMUNICATIONS	PD OC SPRAY	GENERAL FUND	PATROL	518.38
	TOTAL:			518.38
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYPHONE SVCS 02/26	GENERAL FUND	NON-DEPARTMENTAL	43.00
	TOTAL:			43.00
QUADIENT FINANCE USA, INC	PAYMENT 26 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	50,000.00
	TOTAL:			50,000.00
RED WING BUSINESS ADVANTAGE ACCT	POSTAGE REFILL 01/26	GENERAL FUND	NON-DEPARTMENTAL	1,716.48
	TOTAL:			1,716.48
REPLICA GRAPHICS	PW BOOTS 01/20/26	GENERAL FUND	STREET MAINTENANCE	300.00
	TOTAL:			300.00
RESTAURANT SUPPLY LLC	CITIZEN'S ACADEMY SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	403.23
	TOTAL:			403.23
RK SPORTS LLC	PD EVIDENCE FRIDGE 11/28/26	GENERAL FUND	RECORDS	3,609.76
	TOTAL:			3,609.76
RON'S MAINTENANCE, INC.	SOCCER/TRALL 11/22-12/20	GENERAL FUND	SPECIAL CLASSES	173.55
	TOTAL:			173.55
ROSELYNN TANDIAMA	STORM DRAIN SVCS 01/26	GENERAL FUND	STREET MAINTENANCE	16,620.00
	TOTAL:			16,620.00
RPW SERVICES	ISLAND FITNESS	GENERAL FUND	SPECIAL CLASSES	46.80
	TOTAL:			46.80
SAFEWARD BUSINESS SYSTEMS INC.	HERBICIDE TREATMENT 12/25	GENERAL FUND	STREET MAINTENANCE	690.00
	TOTAL:			690.00
SCA OF CA LLC	W-2 FORMS 2025	GENERAL FUND	FINANCE	123.47
	TOTAL:			123.47
SDI PRESENCE LLC	STREET SWEEPING SVCS	GENERAL FUND	STREET MAINTENANCE	9,766.42
	TOTAL:			9,766.42
	IT SUPPORT SVCS 12/25	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		8,492.35
	SENTINELONE CTRL 07/25	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		483.60

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SECURE - A - DOOR	IT CLOUD LICENSE SVCS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	758.75
	TOTAL:			9,734.70
SENTENO CONSTRUCTION AND DESIGN	EMERGENCY DOOR MAINT	GENERAL FUND	BUILDING MAINTENANCE	3,170.59
	TOTAL:			3,170.59
SIR SPEEDY PRINTING, SIGNS, MARKETING	PW SUBPANEL INSTALL	GENERAL FUND	BUILDING MAINTENANCE	5,175.00
	PD INTERVIEW ROOM	GENERAL FUND	BUILDING MAINTENANCE	7,675.00
	PD INTERVIEW ROOM	GENERAL FUND	BUILDING MAINTENANCE	1,535.00
	TOTAL:			14,385.00
SITEONE LANDSCAPE SUPPLY	LOS AL LOOP 02/26	GENERAL FUND	ADMINISTRATION	3,858.21
	AQUATICS SIGNAGE	GENERAL FUND	AQUATICS	93.03
	SB FIELD SIGNAGE	GENERAL FUND	SPORTS	3,855.87
	YOUTH BASKETBALL BANNERS	GENERAL FUND	SPORTS	1,192.31
	SB FIELD SIGNAGE	GENERAL FUND	SPORTS	972.82
	TRACK & FIELD BANNERS	GENERAL FUND	SPORTS	473.65
	SB FIELD SIGNAGE	GENERAL FUND	SPORTS	117.99
	WEEKEND OF ART SIGNAGE	GENERAL FUND	SPECIAL EVENTS	818.28
	TOTAL:			11,382.16
	CW PARK MAINT SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	421.27
SOUTHERN CALIFORNIA EDISON	IRRIGATION SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	358.07
	TOTAL:			779.34
SOUTHERN CALIFORNIA EDISON	ELECTRICITY BILL 01/26	GENERAL FUND	STREET MAINTENANCE	411.48
	SOCAL EDISON 12/25 - 01/26	GENERAL FUND	STREET MAINTENANCE	19,853.44
	ELECTRICITY BILL 01/26	GENERAL FUND	PARK MAINTENANCE	25.12
	ELECTRICITY BILL 01/26	GENERAL FUND	PARK MAINTENANCE	220.54
	SOCAL EDISON 12/25 - 01/26	GENERAL FUND	PARK MAINTENANCE	400.04
	SOCAL EDISON 12/25 - 01/26	GENERAL FUND	PARK MAINTENANCE	146.43
	SOCAL EDISON 12/25 - 01/26	GENERAL FUND	BUILDING MAINTENANCE	779.02
	SOCAL EDISON 12/25 - 01/26	GENERAL FUND	BUILDING MAINTENANCE	3,371.35
	SOCAL EDISON 12/25 - 01/26	GENERAL FUND	BUILDING MAINTENANCE	5,359.06
	TOTAL:			30,566.48
SOVANDANY WANG	SO CAL GAS 01/2026	GENERAL FUND	BUILDING MAINTENANCE	901.70
	TOTAL:			901.70
ST. NICK'S	WTR 2026 TUITION REIMBURSE	GENERAL FUND	FINANCE	1,287.00
	TOTAL:			1,287.00
ST. OF CALIFORNIA DEPT. OF JUSTICE	CITY BANNERS 05/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	14,256.00
	CITY BANNERS 10/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	14,256.00
	CITY BANNERS INSTALL	GENERAL FUND	ECONOMIC DEVELOPMENT	14,256.00
	TOTAL:			42,768.00
STANDARD INSURANCE COMPANY	EMPLOYEE FINGERPRINT 12/25	GENERAL FUND	NON-DEPARTMENTAL	128.00
	TOTAL:			128.00
STANDARD INSURANCE COMPANY	02/26 BASIC RETIREE SELF A	GENERAL FUND	NON-DEPARTMENTAL	17.80
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	CITY COUNCIL	55.38
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	ADMINISTRATION	154.00
	02/26 LTD SELF ADMIN	GENERAL FUND	ADMINISTRATION	112.84
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	FINANCE	100.76
	02/26 LTD SELF ADMIN	GENERAL FUND	FINANCE	80.60

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SUBZERO MECHANICAL	02/26 BASIC & AD&D SELF AD	GENERAL FUND	POLICE ADMINISTRATION	168.27
	02/26 LTD SELF ADMIN	GENERAL FUND	POLICE ADMINISTRATION	80.60
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	PATROL	271.58
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	INVESTIGATION	31.95
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	RECORDS	31.95
	02/26 LTD SELF ADMIN	GENERAL FUND	RECORDS	48.36
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	YOUTH SERVICES	15.98
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	143.56
	02/26 LTD SELF ADMIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	128.96
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	PLANNING	10.65
	02/26 LTD SELF ADMIN	GENERAL FUND	PLANNING	16.12
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	NEIGHBORHOOD PRESERVAT	21.30
	02/26 LTD SELF ADMIN	GENERAL FUND	NEIGHBORHOOD PRESERVAT	32.24
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	STREET MAINTENANCE	95.85
	02/26 LTD SELF ADMIN	GENERAL FUND	STREET MAINTENANCE	145.08
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	BUILDING MAINTENANCE	10.65
	02/26 LTD SELF ADMIN	GENERAL FUND	BUILDING MAINTENANCE	16.12
	02/26 BASIC & AD&D SELF AD	GENERAL FUND	RECREATION ADMINISTRAT	185.51
	02/26 LTD SELF ADMIN	GENERAL FUND	RECREATION ADMINISTRAT	177.32
	02/26 EAP PREM SELF ADMIN	GENERAL FUND	NON-DEPARTMENTAL	60.60
			TOTAL:	2,214.03
TANYA DOBY	PW GARAGE HVAC INSTALL	GENERAL FUND	BUILDING MAINTENANCE	33,963.00
			TOTAL:	33,963.00
THE ALBERT GROUP ARCHITECTS	DOBY TRAVEL REIMBURSE 01/26	GENERAL FUND	CITY COUNCIL	50.50
			TOTAL:	50.50
THOMSON REUTERS - WEST	CC2 ARCHITECT SVCS 01/26	GENERAL FUND	CAPITAL PROJECTS	5,000.00
			TOTAL:	5,000.00
TOWNSEND PUBLIC AFFAIRS, INC.	DETECTIVE SOFTWARE 01/26	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	394.19
			TOTAL:	394.19
TRACY MILLER CONSULTING, INC.	CONSULTING SVCS 02/26	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING SVCS 02/26	GENERAL FUND	ADMINISTRATION	2,000.00
			TOTAL:	6,000.00
TRIPEPT, SMITH & ASSOCIATES, INC	CONSULTING SVCS 01/26	GENERAL FUND	ADMINISTRATION	5,500.00
			TOTAL:	5,500.00
TURBO DATA SYSTEMS, INC.	VIDEO PRODUCTION 01/26	GENERAL FUND	NON-DEPARTMENTAL	317.62
			TOTAL:	317.62
U.S. BANK	PKG PERMIT SOFTWARE 12/25	GENERAL FUND	NEIGHBORHOOD PRESERVAT	940.31
			TOTAL:	940.31
U.S. BANK	BASKETBALL UNIFORMS	GENERAL FUND	NON-DEPARTMENTAL	364.00
	BASKETBALL UNIFORMS	GENERAL FUND	NON-DEPARTMENTAL	210.30
	BASKETBALL UNIFORMS	GENERAL FUND	NON-DEPARTMENTAL	75.60
	BASKETBALL UNIFORMS	GENERAL FUND	NON-DEPARTMENTAL	18.00
	BASKETBALL UNIFORMS	GENERAL FUND	NON-DEPARTMENTAL	560.40
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	6.57
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	228.90
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	10.98
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	7.49

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	61.89
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	16.47
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	15.45
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	132.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	24.98
	SENIOR PRGM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	44.56
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	5.99
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	39.25
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	22.94
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	187.35
	DOBY ACC-OC TRIP	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
	J NEFULDA TRAINING	GENERAL FUND	CITY COUNCIL	667.00
	OCREGISTER.COM SUB	GENERAL FUND	ADMINISTRATION	48.00
	WILSON C HR & PAYROLL COUR	GENERAL FUND	ADMINISTRATION	399.00
	WILSON C & QUINTANAR RTY E	GENERAL FUND	ADMINISTRATION	100.00
	GRANFLOR CMCA CONF	GENERAL FUND	ADMINISTRATION	675.00
	COUNCIL OCREGISTER.COM	GENERAL FUND	ADMINISTRATION	26.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	14.69
	SIMMONS ACC-OC TRIP	GENERAL FUND	ADMINISTRATION	1,250.00
	LIGHTNER MMASC MEMBERSHIP	GENERAL FUND	ADMINISTRATION	125.00
	EOQ WINTER 25 PLAQUE	GENERAL FUND	ADMINISTRATION	37.99
	EOQ WINTER 25 PHOTO	GENERAL FUND	ADMINISTRATION	3.27
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	75.61
	ID PRINTER INK	GENERAL FUND	ADMINISTRATION	167.64
	IVES CAL CITIES CONF	GENERAL FUND	ADMINISTRATION	542.50
	PUB NOTICE ORD 2025-13	GENERAL FUND	ADMINISTRATION	1,103.25
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	53.22
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	37.13
	COUNCIL PHOTOS	GENERAL FUND	ADMINISTRATION	26.17
	ADMN BUSINESS CARDS	GENERAL FUND	ADMINISTRATION	163.88
	COUNCIL MTG DINNER 01/20/26	GENERAL FUND	ADMINISTRATION	119.19
	GFOA COA FEE FY2025	GENERAL FUND	FINANCE	590.00
	FIN INTERN JOB POSTING	GENERAL FUND	FINANCE	110.00
	MOMENTUM PLUS SUB	GENERAL FUND	FINANCE	4.95
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	15.49
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	6.49
	BISCOCHO & WANG TRNG	GENERAL FUND	FINANCE	35.36
	WSJ MONTHLY SUB	GENERAL FUND	FINANCE	8.25
	AUTHORIZE.NET SUB	GENERAL FUND	FINANCE	10.00
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	10.76
	APPLE ICLOUD SUB	GENERAL FUND	FINANCE	0.99
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	24.68
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	80.02
	KOEHLER CHAMBER EVENT	GENERAL FUND	FINANCE	30.00
	FBI LEEDA MEMBERSHIP	GENERAL FUND	POLICE ADMINISTRATION	50.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	30.16
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	22.07
	AMAZON PRIME SUB	GENERAL FUND	POLICE ADMINISTRATION	16.38
	ONSTAR SUB	GENERAL FUND	POLICE ADMINISTRATION	11.99
	PD FRAMES	GENERAL FUND	POLICE ADMINISTRATION	298.68
	PELTON SUB	GENERAL FUND	POLICE ADMINISTRATION	49.99
	ONSTAR SUB	GENERAL FUND	POLICE ADMINISTRATION	15.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	97.17
	PD CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	124.80
	POWER BI	GENERAL FUND	POLICE ADMINISTRATION	99.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	41.62

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	152.03
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	996.36
	WILSON CHAMBER BREAKFAST	GENERAL FUND	POLICE ADMINISTRATION	30.00
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	8.22
	CRUZ FTO COURSE	GENERAL FUND	PATROL	359.00
	AMMO PURCHASE	GENERAL FUND	PATROL	556.55
	HONOR GUARD UNIFORM	GENERAL FUND	PATROL	56.98
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	18.55
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	15.78
	F PEREZ BUSINESS CARDS	GENERAL FUND	TRAFFIC	92.32
	SALINAS BUSINESS CARDS	GENERAL FUND	TRAFFIC	92.32
	K9 FOOD	GENERAL FUND	K-9 UNIT	106.01
	K9 FOOD	GENERAL FUND	K-9 UNIT	106.01
	K9 FOOD	GENERAL FUND	K-9 UNIT	106.01
	K9 SUPPLEMENTS	GENERAL FUND	K-9 UNIT	25.80
	K9 SUPPLIES	GENERAL FUND	K-9 UNIT	48.18
	K9 SUPPLIES	GENERAL FUND	K-9 UNIT	54.18
	K9 BOARDING	GENERAL FUND	K-9 UNIT	120.00
	KITCHEN SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.18
	APPLE ICLOUD SUB	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.99
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	52.87
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	983.23
	STAGE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	89.99
	COMMISSION DINNER 2026	GENERAL FUND	COMMUNITY DEVEL ADMIN	218.64
	DS STAFF UNIFORMS	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,811.43
	YOUTUBE SUB	GENERAL FUND	COMMUNITY DEVEL ADMIN	82.99
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.72
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	50.47
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.76
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	53.20
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	191.74
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	46.57
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	862.67
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.33
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	175.03
	NEFULDA TRAINING	GENERAL FUND	COMMUNITY DEVEL ADMIN	667.00
	HILL CACEO MEMBERSHIP	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	CE UNIFORMS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	304.93
	MAGANA CACEO TRAINING	GENERAL FUND	NEIGHBORHOOD PRESERVAT	960.00
	MARQUEZ CACEO MEMBERSHIP	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	2,354.99
	SB FIELD MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	741.02
	PW RESTROOM DOOR	GENERAL FUND	BUILDING MAINTENANCE	84.73
	PW SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	248.54
	POD RENTAL FEES	GENERAL FUND	BUILDING MAINTENANCE	217.63
	PD DOOR REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	318.24
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	174.72
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	284.04
	DRINKING WATER 01/26	GENERAL FUND	BUILDING MAINTENANCE	238.59
	TEAMSIDELINE SUB	GENERAL FUND	RECREATION ADMINSTRAT	1,179.00
	TEAMSIDELINE SUB	GENERAL FUND	RECREATION ADMINSTRAT	34.78
	SISOEV CPR CERTIFICATION	GENERAL FUND	RECREATION ADMINSTRAT	37.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	43.67
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	38.12
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	30.64
	SPOTIFY SUB	GENERAL FUND	RECREATION ADMINSTRAT	19.99

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	46.97
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	12.08
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	85.18
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	14.18
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	39.34
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	91.24
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	305.76
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	109.99
	ASCAP MUSIC SUB	GENERAL FUND	RECREATION ADMINISTRAT	458.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	49.15
	CPRS MEMBERSHIP RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	195.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	32.76
	GLOBAL MUSIC RIGHTS SUB	GENERAL FUND	RECREATION ADMINISTRAT	877.20
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	48.67
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	18.41
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	27.43
	SESAC MUSIC SUB	GENERAL FUND	RECREATION ADMINISTRAT	641.00
	REC IN-SERVICE TRNG	GENERAL FUND	RECREATION ADMINISTRAT	214.68
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	78.12
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	32.33
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	107.82
	APPLE ICLOUD SUB	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	E NODA CHARITY EVENT	GENERAL FUND	RECREATION ADMINISTRAT	52.13
	E NODA LOCC MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	1,805.00
	E NODA CHAMBER EVENT	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	CONSTANT CONTACT SUB	GENERAL FUND	RECREATION ADMINISTRAT	422.75
	TABLECLOTH DRYCLEAN	GENERAL FUND	COMMUNITY SERVICES	392.88
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	9.82
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	66.62
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	698.00
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	810.00
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	46.38
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	176.49
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	27.85
	ADULT SOCCER SUPPLIES	GENERAL FUND	SPORTS	14.14
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	53.00
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	103.04
	REC STAFF UNIFORMS	GENERAL FUND	SPORTS	848.25
	MTG TABLE REPLACEMENT	GENERAL FUND	SPORTS	1,088.96
	INFO BOOTH SUPPLIES	GENERAL FUND	SPORTS	185.70
	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	409.23
	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	70.99
	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	106.04
	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	204.10
	SUNBURST FIELD SUPPLIES	GENERAL FUND	SPORTS	258.53
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	70.21
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	32.98
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	34.12
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	27.45
	CC MAT SERVICE 01/17/26	GENERAL FUND	SPECIAL CLASSES	111.79
	CC MAT SERVICE 01/03/26	GENERAL FUND	SPECIAL CLASSES	111.79
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	139.76
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	122.51
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	262.05
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	107.75
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	294.96

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ULINE, INC.	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	59.98
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	254.20
	ACC-OC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	86.78
	RECRUITMENT AGILITY TEST	GENERAL FUND	NON-DEPARTMENTAL	1,200.00
	CITY PAPERSTOCK	GENERAL FUND	NON-DEPARTMENTAL	1,595.00
	EV CHARGING	AIR QUALITY FUND	GARAGE	25.00
	EV CHARGING	AIR QUALITY FUND	GARAGE	23.59
	EV CHARGING	AIR QUALITY FUND	GARAGE	17.39
	EV CHARGING	AIR QUALITY FUND	GARAGE	43.48
	EV CHARGING	AIR QUALITY FUND	GARAGE	34.10
	EV CHARGING	AIR QUALITY FUND	GARAGE	44.96
	REFUND: EV CHARGING	AIR QUALITY FUND	GARAGE	1.97-
	PW VEHICLE SVCS 01/14/26	GARAGE FUND	GARAGE	105.00
	PD VEHICLE SVCS 01/14/26	GARAGE FUND	GARAGE	105.00
	PD VEHICLE SVCS 01/14/26	GARAGE FUND	GARAGE	200.00
	PD VEHICLES SVCS 01/14/26	GARAGE FUND	GARAGE	797.06
	PW VEHICLE SVCS 01/14/26	GARAGE FUND	GARAGE	90.00
	PD VEHICLE SVCS 01/14/26	GARAGE FUND	GARAGE	105.00
	PD CITATIONS	GARAGE FUND	GARAGE	24.23
	PKG VEHICLE VINYL	GARAGE FUND	GARAGE	364.73
	IT SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	65.90
			TOTAL:	44,502.25
VECTORUSA	PPE SUPPLIES 11/25	GENERAL FUND	STREET MAINTENANCE	2,297.53
	PW SAFETY HARNESS	GENERAL FUND	STREET MAINTENANCE	4,474.61
	SB FIELD SUPPLIES 12/25	GENERAL FUND	BUILDING MAINTENANCE	809.21
	PD FIRE EXTINGUISHERS	GENERAL FUND	BUILDING MAINTENANCE	1,864.63
			TOTAL:	9,445.98
VERIZON WIRELESS	VERKADA CAMERA SVCS 01/26	GENERAL FUND	BUILDING MAINTENANCE	43,389.55
			TOTAL:	43,389.55
VESTIS GROUP INC	CITY CELLPHONES 12/25-01/26	GENERAL FUND	NON-DEPARTMENTAL	2,987.16
			TOTAL:	2,987.16
WEST COAST ARBORISTS, INC.	UNIFORMS RENTAL 01/19/26	GENERAL FUND	STREET MAINTENANCE	104.92
	UNIFORMS RENTAL 01/26/26	GENERAL FUND	STREET MAINTENANCE	104.15
			TOTAL:	209.07
WEX HEALTH, INC.	EMERG TREE MAINT SVCS	GENERAL FUND	PARK MAINTENANCE	1,560.00
	TREE REMOVAL 12/25	GENERAL FUND	PARK MAINTENANCE	9,945.00
			TOTAL:	11,505.00
WILLDAN ENGINEERING	FSA MONTHLY 01/26	GENERAL FUND	NON-DEPARTMENTAL	67.50
			TOTAL:	67.50
WILLDAN ENGINEERING	INTERIM PW MGR 09/25	GENERAL FUND	CITY ENGINEER	16,050.00
	INTERIM DEPUTY DIRECTOR 09/25	GENERAL FUND	CITY ENGINEER	12,787.50
	ASST CITY ENGINEER 09/25	GENERAL FUND	CITY ENGINEER	12,600.00
	CITY ENGINEER SVCS 10/25	GENERAL FUND	CITY ENGINEER	7,612.50
	PLAN CHECK 09/25	GENERAL FUND	CITY ENGINEER	12,346.50
	INTERIM PW MGR 10/25	GENERAL FUND	CITY ENGINEER	18,450.00
	INTERIM DEPUTY DIRECTOR 10/25	GENERAL FUND	CITY ENGINEER	5,662.50
	ASST CITY ENGINEER 10/25	GENERAL FUND	CITY ENGINEER	10,500.00
	CITY ENGINEER SVCS 10/25	GENERAL FUND	CITY ENGINEER	17,641.75
	CITY ENGINEER 11/25	GENERAL FUND	CITY ENGINEER	13,853.25

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WOODRUFF & SMART, APC	INTERIM PW MGR 11/25	GENERAL FUND	CITY ENGINEER	12,225.00
	INTERIM DEPUTY DIRECTOR 12/25	GENERAL FUND	CITY ENGINEER	5,475.00
	INTERIM PW MGR 11/25	GENERAL FUND	CITY ENGINEER	12,225.00
	ASST CITY ENGINEER 11/25	GENERAL FUND	CITY ENGINEER	4,950.00
	INTERIM PW MGR 12/25	GENERAL FUND	CITY ENGINEER	9,750.00
	INTERIM DEPUTY DIRECTOR 12/25	GENERAL FUND	CITY ENGINEER	10,987.50
	ASST CITY ENGINEER 12/25	GENERAL FUND	CITY ENGINEER	12,300.00
	TRAFFIC ENGINEER 09/25	GENERAL FUND	CITY ENGINEER	6,240.00
	ENC PERMIT REVIEW 09/25	GENERAL FUND	CITY ENGINEER	1,871.50
	CITYWIDE SIGN INVENTORY 11/25	GENERAL FUND	CITY ENGINEER	87.50
	TRAFFIC ENGINEER 11/25	GENERAL FUND	CITY ENGINEER	4,412.75
	LABOR COMPLIANCE SVCS 09/25	GENERAL FUND	CITY ENGINEER	130.50
	LABOR COMPLIANCE SVCS 12/25	GENERAL FUND	CITY ENGINEER	174.00
	INTERIM DEPUTY DIRECTOR 12/25	GENERAL FUND	CITY ENGINEER	10,987.50
	TRAFFIC ENGINEER 10/25	GENERAL FUND	CITY ENGINEER	6,338.00
	TRANSPORTATION GRANT 11/25	GENERAL FUND	CITY ENGINEER	17,000.00
	BLOOMFIELD ATP 09/25	GENERAL FUND	CAPITAL PROJECTS	2,368.00
	LOS AL PMS PROJ 07/25	GENERAL FUND	CAPITAL PROJECTS	2,562.00
	PINE ST PROJ 09/25	GENERAL FUND	CAPITAL PROJECTS	32,465.00
	BLOOMFIELD ATP 10/25	GENERAL FUND	CAPITAL PROJECTS	5,754.00
	CC SURVEY 07/25-10/25	GENERAL FUND	CAPITAL PROJECTS	6,231.50
	PINE ST PROJ 11/25	GENERAL FUND	CAPITAL PROJECTS	2,060.00
	BLOOMFIELD ATP 12/25	GENERAL FUND	CAPITAL PROJECTS	683.00
	VAR STREET IMPROV PROJ 09/25	MEASURE M	CAPITAL PROJECTS	1,008.00
	PINE ST PROJ 10/25	GENERAL FUND	CAPITAL PROJECTS	1,702.00
	SB1 24/25 ST PROJ 08/25	GAS TAX	CAPITAL PROJECTS	142.25
	EV CHARGING STATIONS 09/25	AIR QUALITY FUND	CAPITAL PROJECTS	1,515.00
	EV CHARGING STATIONS 10/25	AIR QUALITY FUND	GARAGE	480.00
	STRIPING PROJ 08/25	MEASURE M	KATELLA	15,624.00
	KATELLA STRIPING PROJ 09/25	MEASURE M	CAPITAL PROJECTS	3,732.00
	REAGAN ST PROJ 09/25	MEASURE M	CAPITAL PROJECTS	1,060.00
	KATELLA PAVEMENT PROJ 09/25	MEASURE M	CAPITAL PROJECTS	2,289.00
	REAGAN ST PROJECT 09/25	MEASURE M	CAPITAL PROJECTS	4,552.00
	REAGAN ST PROJ 10/25	MEASURE M	CAPITAL PROJECTS	1,606.00
	KATELLA PAVEMENT PROJ 10/25	MEASURE M	CAPITAL PROJECTS	1,839.00
	KATELLA PAVEMENT PROJ 11/25	MEASURE M	CAPITAL PROJECTS	23,183.50
	REAGAN ST PROJ 11/25	MEASURE M	CAPITAL PROJECTS	5,449.68
	KATELLA PAVEMENT PROJ 12/25	MEASURE M	CAPITAL PROJECTS	19,454.50
	CH GENERATOR PROJECT 09/25	FACILITY CAPITAL	CAPITAL PROJECTS	1,838.00
	EMERG GENERATOR PROJ 09/25	FACILITY CAPITAL	CAPITAL PROJECTS	2,731.00
	EMERG GENERATOR PROJ 10/25	FACILITY CAPITAL	CAPITAL PROJECTS	28,529.00
	GENERATOR REPL PROJ 12/25	FACILITY CAPITAL	CAPITAL PROJECTS	12,671.25
	EMERG GENERATOR PROJ 12/25	FACILITY CAPITAL	CAPITAL PROJECTS	2,014.00
	TOTAL:			426,201.93
WOODRUFF & SMART, APC	GENERAL SVCS 12/25	GENERAL FUND	CITY ATTORNEY	13,595.51
	GENERAL SVCS 12/25	GENERAL FUND	CITY ATTORNEY	535.50
	PROSECUTION SVCS 12/25	GENERAL FUND	CITY ATTORNEY	2,471.00
	TOTAL:			16,602.01

WARRANTS 02/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	1,167,202.91		
20	GAS TAX	142.25		
23	AIR QUALITY FUND	2,181.55		
25	BUILDING IMPROVEMENT	16,113.02		
26	MEASURE M	78,789.68		
50	GARAGE FUND	34,420.77		
52	FACILITY CAPITAL EXPENSES	47,783.25		
53	TECHNOLOGY REPLACEMENT	29,449.69		
54	SELF INSURANCE TRUST	1,476.00		

	GRAND TOTAL:	1,377,559.12		

Retirees Medical Reimbursement

Date: February 1, 2026

Number of Transactions: 12

Total Batch: \$8,702.44

Payroll Recap & Funding

Bi-Weekly Regular 01/30/2026

Pay Date: 01/30/2026

Payroll Overview

Payroll	Bi-Weekly Regular 01/30/2026		
Pay Date	01/30/2026		
# Employees			145
# Paid Employees			135
# Pay Statements			278
# Regular	135		
# Payroll Adjustment	143		
# Pay Periods			1
EE's Paid More Than Once			133
Base Compensation Changes			5
New Hires			2
Terminations			3

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	3	3	2,045.72 ^D
Direct Deposits Debited	142	131	308,785.00 ^D
Total			310,830.72
(D) POD7 UKG Payroll Services Admin Debit			-310,830.72
Your Remaining Bank Account Liability			0.00
Vouchers Printed	3		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	98	49,307.97 ^D
MEDI/ER	95-2133135	135	6,283.20 ^D
MEDI/EE	95-2133135	135	6,283.20 ^D
SIT:CA/EE	932-0185-3	95	18,950.02 ^D
Total			80,824.39
(D) POD7 UKG Payroll Services Admin Debit			-80,824.39
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
Colorado Family Support	1	230.76 ^D
Total		230.76
(D) POD7 UKG Payroll Services Admin Debit		-230.76
Your Remaining Vendor Liability		0.00

Total

Total	391,885.87
POD7 UKG Payroll Services Admin Debit	-391,885.87
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	01/29/2026	xxxxxxxx8587	230.76
Tax Payment	01/29/2026	xxxxxxxx8587	80,824.39
Empl. Checks SPA	01/29/2026	xxxxxxxx8587	2,045.72
Empl. Dir, Dep, SPA	01/29/2026	xxxxxxxx8587	308,785.00
Total Debits			391,885.87

--More--

Recap - Continued

Cash Requirements: xxxxxxxx8587

	\$ Amount
Vendor Payment SPA	230.76
Tax Payment	80,824.39
Empl. Checks SPA	2,045.72
Empl. Dir, Dep, SPA	308,785.00
Total	391,885.87

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	430,322.86	24.50
ER Deduction	49,183.73	2,669.87
ER Tax (Offset)	6,283.20	
Deduction	3,186.52	48,112.97
ER Deduction (Offset)	2,669.87	49,183.73
Check		2,045.72
ER Tax		6,283.20
Tax		74,541.19
Direct Deposit		308,785.00
	491,646.18	491,646.18

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 01/11-01/24/2026 Check Date: 01/30/2026

Source	Deduction	Vendor	Total Amount	Total Amount (ER)	Total Fund
Employee	AFLAC PostTax	Aflac	\$ 248.48	\$ -	\$ 248.48
Employee	AFLAC PreTax	Aflac	\$ 111.39	\$ -	\$ 111.39
Employee	CalPers Deferred Comp	Calpers Def Comp	\$ 2,683.09	\$ -	\$ 2,683.09
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$ 158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$ 600.00	\$ -	\$ 600.00
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$ 5,447.61	\$ 10,956.52	\$ 16,404.13
Employee	CalPers Retirement	Calpers Retirement	\$ 481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$ 8,728.44	\$ 8,964.94	\$ 17,693.38
Employee	CalPers Safety EE	Calpers Retirement	\$ 1,492.17	\$ -	\$ 1,492.17
Employee	CalPers Safety EE B4	Calpers Retirement	\$ 2,619.79	\$ -	\$ 2,619.79
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$ 10,834.36	\$ 11,023.45	\$ 21,857.81
Employer	CalPers Safety ER	Calpers Retirement	\$ -	\$ 12,509.50	\$ 12,509.50
Employee	CalPers Survivors Benefit	Calpers Retirement	\$ 66.03	\$ -	\$ 66.03
Employee	Child Support 1	Deducted	\$ 230.76	\$ -	\$ 230.76
Employee	Dental Pre-Tax	Delta Dental	\$ -	\$ 34.08	\$ 34.08
Employee	Employee Computer Loan	Computer Loan/CASH	\$ -	\$ -	\$ -
Employee	Employee Voluntary Life	Life	\$ -	\$ -	\$ -
Employee	FSA Dependent Care	FSA	\$ (384.62)	\$ -	\$ (384.62)
Employee	FSA Medical Expense	FSA	\$ 1,507.76	\$ -	\$ 1,507.76
Employee	ICMA Deferred Comp EE	ICMA	\$ 2,286.70	\$ -	\$ 2,286.70
Employer	ICMA Deferred Comp ER	ICMA	\$ -	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	ICMA	\$ 868.69	\$ -	\$ 868.69
Employee	ICMA Roth	ICMA	\$ 591.70	\$ -	\$ 591.70
Employee	Long Term Disability	LT Disability	\$ -	\$ -	\$ -
Employee / Employer	Medical Pre-Tax	Medical	\$ -	\$ -	\$ -
Employee	Nationwide Retirement FT	Nationwide	\$ 2,512.58	\$ -	\$ 2,512.58
Employee / Employer	Nationwide Retirement PT	Nationwide	\$ 2,046.48	\$ 2,046.80	\$ 4,093.28
Employee	Police Officer Dues	Dues	\$ 1,442.77	\$ -	\$ 1,442.77
Employee	Teamsters Local 911	Dues	\$ 352.00	\$ -	\$ 352.00
Employer	Vision Pre-Tax	Vision	\$ -	\$ 20.57	\$ 20.57
			\$44,926.45	\$46,513.86	\$91,440.31

Payroll Recap & Funding

Bi-Weekly Regular 02/13/2026

Pay Date: 02/13/2026

Payroll Overview

Payroll	Bi-Weekly Regular 02/13/2026
Pay Date	02/13/2026
# Employees	137
# Paid Employees	137
# Pay Statements	152
# Regular	137
# Manual	2
# Void	1
# Payroll Adjustment	12
# Pay Periods	1
EE's Paid More Than Once	14
Base Compensation Changes	1
New Hires	1

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	2	2	1,159.32 ^D
Void Checks Paid By POD7	1	1	-850.35 ^D
Direct Deposits Debited	147	134	315,512.40 ^D
Total			316,671.72
Total Void			-850.35
(D) POD7 UKG Payroll Services Admin Debit			-315,821.37
Your Remaining Bank Account Liability			0.00
Vouchers Printed	2		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	101	38,374.33 ^D
MEDI/ER	95-2133135	137	6,122.13 ^D
MEDI/EE	95-2133135	137	6,122.13 ^D
SIT:CA/EE	932-0185-3	96	14,504.60 ^D
Total			65,123.19
Total Void			-73.67
(D) POD7 UKG Payroll Services Admin Debit			-65,123.19
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
California Division of Child Support	1	297.23 ^D
Colorado Family Support	1	230.76 ^D
Total		527.99
(D) POD7 UKG Payroll Services Admin Debit		-527.99
Your Remaining Vendor Liability		0.00

Total

Total	381,472.55
POD7 UKG Payroll Services Admin Debit	-381,472.55
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	02/12/2026	xxxxxxxx8587	527.99
Tax Payment	02/12/2026	xxxxxxxx8587	65,123.19
Empl. Checks SPA	02/12/2026	xxxxxxxx8587	1,159.32
Empl. Checks SPA (Refund)	02/13/2026	xxxxxxxx8587	-850.35
Empl. Dir. Dep. SPA	02/12/2026	xxxxxxxx8587	315,512.40
Total Debits			381,472.55

Cash Requirements: xxxxxxxx8587

	\$ Amount
Vendor Payment SPA	527.99
Tax Payment	65,123.19
Empl. Checks SPA	1,159.32
Empl. Checks SPA (Refund)	-850.35
Empl. Dir. Dep. SPA	315,512.40
Total	381,472.55

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	434,327.62	4,502.49
ER Deduction (2) DR	86,706.12	85.71
ER Deduction	86,706.12	85.71
Deduction (2) DR	55,187.10	184.40
ER Tax (Offset)	6,138.28	16.15
Check	850.35	1,159.32
Deduction	184.40	55,187.10
ER Deduction (Offset)	85.71	86,706.12
Tax	58.16	59,059.22
Direct Deposit	24.24	315,536.64
ER Tax	16.15	6,138.28
	670,284.25	528,661.14

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 01/25-02/07/2026 Check Date: 02/13/2026

Source	Deduction	Vendor	Total Amount	Total Amount (ER)	Total Fund
Employee	AFLAC PostTax	Aflac	\$ 248.48	\$ -	\$ 248.48
Employee	AFLAC PreTax	Aflac	\$ 140.44	\$ -	\$ 140.44
Employee	CalPers Deferred Comp	Calpers Def Comp	\$ 2,577.75	\$ -	\$ 2,577.75
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$ 158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$ 600.00	\$ -	\$ 600.00
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$ 5,463.29	\$ 10,988.07	\$ 16,451.36
Employee	CalPers Retirement	Calpers Retirement	\$ 481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$ 8,752.99	\$ 8,990.15	\$ 17,743.14
Employee	CalPers Safety EE	Calpers Retirement	\$ 1,492.17	\$ -	\$ 1,492.17
Employee	CalPers Safety EE B4	Calpers Retirement	\$ 3,074.29	\$ -	\$ 3,074.29
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$ 10,879.12	\$ 11,069.01	\$ 21,948.13
Employee	CalPers Safety ER	Calpers Retirement	\$ -	\$ 13,892.20	\$ 13,892.20
Employee	CalPers Survivors Benefit	Calpers Retirement	\$ 66.03	\$ -	\$ 66.03
Employee	Child Support 1	Deducted	\$ 527.99	\$ -	\$ 527.99
Employee	Dental Pre-Tax	Delta Dental	\$ -	\$ 1,645.32	\$ 1,645.32
Employee	Employee Computer Loan	Computer Loan/CASH	\$ -	\$ -	\$ -
Employee	Employee Voluntary Life	Life	\$ 344.68	\$ -	\$ 344.68
Employee	FSA Dependent Care	FSA	\$ -	\$ -	\$ -
Employee	FSA Medical Expense	FSA	\$ 1,510.56	\$ -	\$ 1,510.56
Employee	ICMA Deferred Comp EE	ICMA	\$ 2,278.52	\$ -	\$ 2,278.52
Employer	ICMA Deferred Comp ER	ICMA	\$ -	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	ICMA	\$ 850.59	\$ -	\$ 850.59
Employee	ICMA Roth	ICMA	\$ 583.52	\$ -	\$ 583.52
Employee	Long Term Disability	LT Disability	\$ 99.54	\$ -	\$ 99.54
Employee / Employer	Medical Pre-Tax	Medical	\$ 8,263.60	\$ 36,414.26	\$ 44,677.86
Employee	Nationwide Retirement FT	Nationwide	\$ 2,512.58	\$ -	\$ 2,512.58
Employee / Employer	Nationwide Retirement PT	Nationwide	\$ 2,301.52	\$ 2,301.64	\$ 4,603.16
Employee	Police Officer Dues	Dues	\$ 1,442.77	\$ -	\$ 1,442.77
Employee	Teamsters Local 911	Dues	\$ 352.00	\$ -	\$ 352.00
Employer	Vision Pre-Tax	Vision	\$ -	\$ 361.76	\$ 361.76
			\$55,002.70	\$86,620.41	\$141,623.11

Payroll Recap & Funding

bI-wEekly Regular 02/27/2026

Payroll Overview

Payroll	Bi-Weekly Regular 02/27/2026
Pay Date	02/27/2026
# Employees	140
# Paid Employees	139
# Regular	140
# Pay Periods	1
Base Compensation Changes	2
New Hires	1

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	3	3	1,168.08 ^D
Direct Deposits Debited	147	135	282,674.49 ^D
Total			283,842.57
(D) POD7 UKG Payroll Services Admin Debit			-283,842.57
Your Remaining Bank Account Liability			0.00
Vouchers Printed	3		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	95	36,744.99 ^D
MEDI/ER	95-2133135	139	5,617.06 ^D
MEDI/EE	95-2133135	139	5,617.06 ^D
SIT:CA/EE	932-0185-3	91	14,554.00 ^D
Total			62,533.11
(D) POD7 UKG Payroll Services Admin Debit			-62,533.11
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
California Division of Child Support	1	297.23 ^D
Colorado Family Support	1	230.76 ^D
Total		527.99
(D) POD7 UKG Payroll Services Admin Debit		-527.99
Your Remaining Vendor Liability		0.00

Total

Total	346,903.67
POD7 UKG Payroll Services Admin Debit	-346,903.67
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	02/26/2026	xxxxxxxx8587	527.99
Tax Payment	02/26/2026	xxxxxxxx8587	62,533.11
Empl. Checks SPA	02/26/2026	xxxxxxxx8587	1,168.08
Empl. Dir. Dep. SPA	02/26/2026	xxxxxxxx8587	282,674.49
Total Debits			346,903.67

--More--

Recap - Continued

Cash Requirements: xxxxxxxx8587

	\$ Amount
Vendor Payment SPA	527.99
Tax Payment	62,533.11
Empl. Checks SPA	1,168.08
Empl. Dir. Dep. SPA	282,674.49
Total	346,903.67

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	394,127.51	
ER Deduction (2) DR	85,808.40	
ER Deduction	85,808.40	
Deduction (2) DR	53,368.89	
ER Tax (Offset)	5,617.06	
Check		1,168.08
ER Tax		5,617.06
Deduction		53,368.89
Tax		56,916.05
ER Deduction (Offset)		85,808.40
Direct Deposit		282,674.49
	624,730.26	485,552.97

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 02/08-02/21/2026 Check Date: 02/27/2026

Source	Deduction	Vendor	Total Amount	Total Amount (ER)	Total Fund
Employee	AFLAC PostTax	Aflac	\$ 134.48	\$ -	\$ 134.48
Employee	AFLAC PreTax	Aflac	\$ 116.85	\$ -	\$ 116.85
Employee	CalPers Deferred Comp	Calpers Def Comp	\$ 2,461.43	\$ -	\$ 2,461.43
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$ 158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$ 850.00	\$ -	\$ 850.00
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$ 5,463.29	\$ 10,988.07	\$ 16,451.36
Employee	CalPers Retirement	Calpers Retirement	\$ 481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$ 8,662.71	\$ 8,897.43	\$ 17,560.14
Employee	CalPers Safety EE	Calpers Retirement	\$ 1,492.17	\$ -	\$ 1,492.17
Employee	CalPers Safety EE B4	Calpers Retirement	\$ 2,619.79	\$ -	\$ 2,619.79
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$ 10,891.50	\$ 11,081.61	\$ 21,973.11
Employer	CalPers Safety ER	Calpers Retirement	\$ -	\$ 12,509.50	\$ 12,509.50
Employee	CalPers Survivors Benefit	Calpers Retirement	\$ 65.10	\$ -	\$ 65.10
Employee	Child Support 1	Deducted	\$ 527.99	\$ -	\$ 527.99
Employee	Dental Pre-Tax	Delta Dental	\$ -	\$ 1,623.57	\$ 1,623.57
Employee	Employee Computer Loan	Computer Loan/CASH	\$ -	\$ -	\$ -
Employee	Employee Voluntary Life	Life	\$ 344.68	\$ -	\$ 344.68
Employee	FSA Dependent Care	FSA	\$ -	\$ -	\$ -
Employee	FSA Medical Expense	FSA	\$ 1,508.46	\$ -	\$ 1,508.46
Employee	ICMA Deferred Comp EE	ICMA	\$ 2,286.70	\$ -	\$ 2,286.70
Employer	ICMA Deferred Comp ER	ICMA	\$ -	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	ICMA	\$ 850.59	\$ -	\$ 850.59
Employee	ICMA Roth	ICMA	\$ 591.70	\$ -	\$ 591.70
Employee	Long Term Disability	LT Disability	\$ 99.54	\$ -	\$ 99.54
Employee / Employer	Medical Pre-Tax	Medical	\$ 7,215.68	\$ 37,305.11	\$ 44,520.79
Employee	Nationwide Retirement FT	Nationwide	\$ 2,512.58	\$ -	\$ 2,512.58
Employee / Employer	Nationwide Retirement PT	Nationwide	\$ 2,150.61	\$ 2,075.73	\$ 4,226.34
Employee	Police Officer Dues	Dues	\$ 1,442.77	\$ -	\$ 1,442.77
Employee	Teamsters Local 911	Dues	\$ 440.00	\$ -	\$ 440.00
Employer	Vision Pre-Tax	Vision	\$ -	\$ 369.38	\$ 369.38
			\$53,368.89	\$85,808.40	\$139,177.29

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

ADJOURNED REGULAR MEETING

February 9, 2026

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:00 p.m., Monday, February 20, 2026, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Barbara Biscocho, Finance Manager
Michael Claborn, Chief of Police
Kyle Kain, Captain Orange County Fire Authority
Michael S. Daudt, City Attorney
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Jason Bruton, Recreation Manager
Irving Montenegro, Jr, Development Services Manager
Windmera Quintanar, MMC, City Clerk/Director of Communications
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nefulda led the Pledge of Allegiance.

4. INVOCATION

Council Member Hasselbrink gave the Invocation.

5. PRESENTATIONS

A. Legislative Update Provided by Orange County Supervisor Janet Nguyen
Supervisor Nguyen provided a legislative update.

6. ORAL COMMUNICATIONS

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

Mayor Doby opened Oral Communications.

Resident Ed stated opposition to item 11B.

Mayor Doby closed Oral Communications.

7. UPDATES FROM THE MAYOR

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

Mayor Doby stated she had no announcements at this time.

8. UPDATES FROM THE CITY STAFF

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

City Manager Simmons stated item 10D should be corrected to Amendment 2, provided an update on the opening day of Sunburst Field, the Strategic Planning Workshop with Council, and the future study session, with March being the inaugural session to discuss Commission composition.

Manager Bruton elaborated on opening day at Sunburst field, spoke regarding upcoming Race on the Base and Weekend of Art, and encouraged residents to use the Los Al Link through the Circuit app.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from January 1, 2026, to January 26, 2026

Motion/Second: Nefulda/Hasselbrink

Unanimously Carried: The City Council ratified the Warrants from January 1, 2026, to January 26, 2026, for \$1,979,173.61.

ROLL CALL

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

10. **CONSENT CALENDAR**

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

Motion/Second: Hasselbrink/Nefulda

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

A. Approval of Minutes (Administration)

Approved the City Council Regular minutes of January 20, 2026, and Special minutes of the January 29, 2026, meeting.

B. Resolution No. 2026-01 - Annual Update of the Records Management Program (Administration)

In October 2015, the City Council adopted the Citywide Records Management Program. As part of this program, a dedicated Records Management Day was established, along with annual updates to the records retention schedule. This item proposes revisions to the existing policy to strengthen and ensure the continued success of the Records Management Program.

The City Council adopted Resolution 2026-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2025-03 IN ITS ENTIRETY".

C. Treasurer's Quarterly Investment Report — December 2025 (Finance)

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

The City Council : Receive and file the Treasurer's Quarterly Investment Report – December 2025.

D. Amendment No. 2 with The Institute of Electrical and Electronics Engineers for a Warehouse Lease Agreement (Development Services)

This item seeks to exercise a three (3) year extension option via an amendment to the Lease Agreement between the City of Los Alamitos and The Institute of Electrical and Electronics Engineers, for warehouse space at 10662 Los Vaqueros Circle.

City Manager Simmons noted this should be corrected to reflect Amendment No. 2.

The City Council:

1. Authorized the City Manager to exercise an optional three (3) year

extension term under the current Lease Agreement with The Institute of Electrical and Electronics Engineers for the use of warehouse space located at 10622 Los Vaqueros Circle; and,

2. Authorize the City Manager to execute Amendment No. 2, on a form approved by the City Attorney, to the Lease Agreement to extend the lease term with an amount not to exceed \$525,515.52 over three years.

11. ORDINANCE

A. **Ordinance No. 2026-01 – Adding Chapter 9.24 to Title 9 of the Los Alamitos Municipal Code Regulating the Sale of Nitrous Oxide (Administration)**

Consideration of a proposed ordinance to ban the sale, distribution, and advertisement for sale of nitrous oxide, devices designed to dispense nitrous oxide, and any device which contains any amount of nitrous oxide, except for specified medicinal or industrial purposes. The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which can cause serious and potentially life-threatening health complications such as low blood pressure, low oxygen, fainting, heart attack, and nerve damage, as well as long term effects such as increased risk of depression, psychosis, memory loss, muscle spasms, tinnitus, numbness, weakened immune system, and birth defects (if used during pregnancy).

City Attorney Daudt summarized the Staff report. Council and Staff discussed that this would not affect the operation and sale of legitimate medical uses (i.e., dental offices).

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2026-01; and,
2. City Attorney Daudt to read the title of Ordinance No. 2026-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.24 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE REGULATING THE SALE AND DISTRIBUTION OF NITROUS OXIDE"

B. Ordinance No. 2026-02 – Adding Chapter 9.28 to Title 9 of the Los Alamitos Municipal Code Relating to the Sale and Distribution of Kratom Products (Administration)

Consideration of a proposed ordinance to ban the sale, distribution, and advertisement for sale of any product containing any part of the leaf of the plant *Mitragyna speciosa* (more commonly known as the kratom plant). The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which the U.S. Food and Drug Administration has identified as having opioid-like characteristics, and which pose a threat to the public health and safety.

City Attorney Daudt summarized the Staff report.

Council and Staff discussed the following:

- Age restrictions for the purchase of Kratom
- Proposed total ban due to the size of City and logistics surrounding enforcement efforts
- No known retailers or issue in Los Alamitos at this point in time
- Concern regarding total ban as whole leaf products can be beneficial
- Support for following County standards
- Ability to buy Kratom outside of the City
- Enforcement would be cost-prohibitive due to the required testing

Motion/Second: Hasselbrink/Nefulda

Motion: Direct staff to revise Ordinance No. 2026-02, to allow natural whole-leaf Kratom for patrons age 18 and older, and to prohibit the 7-OH Kratom derivatives.

Council and Staff discussed that, similar to cannabis, differentiating between the various forms of Kratom would be difficult to enforce.

Amended Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council: Directed staff to revise Ordinance No. 2026-02 to permit natural, whole-leaf Kratom for patrons age 18 and older, and to prohibit all Kratom derivatives.

12. COUNCIL ANNOUNCEMENTS

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

Council Member Hibard stated she had been walking her district and speaking with the residents.

Council Member Hasselbrink stated she had nothing to report.

Council Member Loe reported attendance at the Orange County Library Advisory Board meeting.

Mayor Pro Tem Nefulda reported attendance at the Orange County Sanitation District Board Meeting and the Commissioner Appreciation Dinner.

Mayor Doby spoke regarding attendance at the Association of California Cities – Orange County Board meeting, Orange County Council of Governments Board meeting, Cal-Cities Committee meeting, Commissioner Appreciation Dinner, Southern California Cities Association of Governments Board meeting, and filmed two Mayor's Business Spotlights.

13. ADJOURNMENT

The City Council adjourned at 7:05 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Considerations Regarding SB 707: Brown Act Modernization

SUMMARY

Senate Bill 707 (SB 707), signed into law in October 2025 and effective July 1, 2026, represents a substantial modernization of the Ralph M. Brown Act. The legislation introduces new requirements aimed at enhancing public access, transparency, and accessibility to local government meetings. As a result, the City will be required to implement several operational and procedural changes to ensure full compliance with the updated law.

RECOMMENDATION

1. Direct staff to move forward with a two-way audiovisual platform and bring forward a Disruption Policy for adoption in compliance with SB 707; and,
2. Direct staff to place a community posting board at City Hall and bring forward a Community Posting Policy for adoption; and,
3. Direct Staff to collaborate with local community organizations to identify and implement strategies that encourage greater participation from underrepresented groups in City Council meetings.

BACKGROUND

SB 707 requires cities to provide opportunities for members of the public to participate in city council meetings remotely, translate agendas into other languages when threshold requirements are met, and assist members of the public with the translation of meeting materials. The bill also allows City Council and other legislative body members with a disability to participate remotely in meetings as a reasonable accommodation for their disability, without having to comply with traditional or alternative teleconferencing rules, revises the existing alternative teleconferencing rules for emergencies and just cause, and makes other notable changes to the Brown Act. This report highlights the most significant SB 707 amendments to the Brown Act and provides staff recommendations for implementation and compliance.

DISCUSSION

NEW RULES THAT APPLY TO CITIES, COUNTIES, AND LARGE SPECIAL DISTRICTS (i.e., "ELIGIBLE LEGISLATIVE BODIES") ONLY. The following provisions of SB 707 apply to an "Eligible Legislative Body," which is defined to include the city council of any city located within a county with more than 600,000 people. These provisions take effect beginning July 1, 2026.

Providing an Opportunity for Remote Public Access to and Participation in Meetings

- Beginning July 1, 2026, the City will be required to provide an opportunity for members of the public to attend all City Council meetings and provide public comment via either two-way telephonic service or a two-way audiovisual platform, unless adequate telephonic or internet service is not operational at the meeting location.
- If the City elects to provide a two-way audiovisual platform, it must also publicly post and provide a call-in option and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform.
- In the event that there is a disruption to internet or telephonic service that obstructs the two-way platform, the City Council must recess the open session for at least one hour and make a good faith attempt to restore the service. The City Council may not reconvene until after one hour or the telephonic/internet service is restored. Upon reconvening the open session, if telephonic or internet service has not been restored, the City Council must make a finding by roll call vote that good faith efforts were made to restore the telephonic/internet service and that the public interest in continuing the meeting outweighs the public interest in remote access.
- By July 1, 2026, the City Council must approve a policy regarding disruption of telephonic/internet service occurring during meetings, which must address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the City shall make to attempt to restore the service. This policy may not be adopted on the consent calendar.

Cities throughout Orange County have continued to use two-way audiovisual meeting formats since the pandemic. To support SB 707 compliance, staff recommends purchasing a Zoom Webinar subscription for that specific purpose. The City currently uses Microsoft Teams for webinars, and staff further recommends continuing that practice for all other meeting needs. Zoom offers the advantage of allowing the public to join without creating an account, whereas Microsoft Teams requires users to register before accessing a meeting. This additional step may be burdensome for some community members and could present a barrier to participation.

Recommendation: Direct staff to move forward with Zoom Webinars for SB 707 compliance and bring forward a Disruption Policy for adoption.

Translation Assistance at Meetings

- The City must “reasonably assist” any member of the public who wishes to translate a City Council meeting or wishes to receive interpretation provided by another member of the public. Reasonable assistance may include (1) arranging space for interpreters at the meeting location, (2) allowing extra time during the meeting for interpretation, or (3) ensuring participants may use personal equipment or reasonably access commercially available interpretation services.
- The City is not required to provide its own interpretation of meetings, but may elect to.
- The City must publicize instructions on how to request translation assistance.
- The attached worksheet reflects the SB 707 provisions related to local public agency agenda translation requirements. Based on this data, the City currently has no statutory obligation to translate City Council meeting agendas; however, the City is required to make space available for the posting of community member translations of agenda materials.

Recommendation: Direct Staff to place a community posting board at City Hall and bring forth a Community Posting policy for adoption.

Additional Required Actions to Encourage Residents from Underrepresented and Non-English Speaking Communities to Participate in Meetings

- The City must have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents through email or through an integrated agenda management platform and must provide information about how to make a request using this system accessible through a prominent direct link posted on the City's primary internet website home page.
- The City must create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information: (1) a general explanation of the public meeting process for the City Council; (2) an explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment; (3) a calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting; and (4) the agenda posted online. This web page must be translated into all languages spoken jointly by 20% or more of the City's population, provided that 20% or more of the population speaks English "less than 'very well,'" and each translation must be accessible through a prominent direct link posted on the primary internet website home page of the City.
- The City must make reasonable efforts, as determined by the City Council, to invite groups that do not traditionally participate in public meetings to attend those meetings. Such groups may include, but are not limited to, all the following: (1) media organizations that provide news coverage in the City, including media organizations that serve non-English-speaking communities; and (2) good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

Recommendation: Staff will collaborate with local community organizations to identify and implement strategies that encourage greater participation from underrepresented groups in City Council meetings.

FISCAL IMPACT

The annual cost for a Zoom Webinar license is \$160. Staff recommends the purchase of at least two licenses to ensure adequate capacity and operational flexibility. Installation of a Community Posting Board is anticipated to involve minimal cost. Expenses associated with outreach to underrepresented communities will vary based on the scope and methods utilized; however, staff anticipates these costs can be absorbed within the adopted budget.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 11C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Mid-Year General Fund Budget Review and Financial Update for Fiscal Year 2025-26

SUMMARY

This report provides the City Council with a review of the Mid-Year General Fund budget for the Fiscal Year 2025-26 and a projection for the fiscal year ending June 30, 2026.

RECOMMENDATION

Receive and file the Mid-Year General Fund budget for the Fiscal Year 2025-26, projection for the fiscal year ending June 30, 2026, and approve the additional appropriations of \$650,000 to the Self-Insurance (Fund 54).

BACKGROUND

On May 19, 2025, the City Council approved and adopted a balanced budget for Fiscal Year 2025-26, totaling \$29,112,751 in operating revenues and \$ 28,610,726 in operating expenditures. Staff presented the Mid-Year report to the Budget Standing Committee at a Special Meeting held on March 2, 2026.

DISCUSSION

It is important to note that this mid-year report represents a snapshot in time and reflects recorded information through December 31, 2025, or six months of the fiscal year, as well as a projection for Fiscal Year 2025-26. It will provide the City Council with a mid-year update on the City's General Fund financial status and a projection for Fiscal Year 2025-26.

Economic Update

Several factors remain in play that may have a potential impact on the City's financial position at fiscal year-end. Tariffs are still on the table. They were recently ruled illegal and overturned by the Supreme Court, only to be followed by the President's new action denouncing the ruling and replacing them with a new 10% global tariff under a different authority – Section 122 of the Trade Act of 1974. Section 122 allows for tariffs of up to 15% for 150 days. The new temporary tariffs are to be replaced with longer-lasting tariff authority under Section 301 of the Trade Act.

Another factor is inflation. Although inflation has been high during the first half of the fiscal year, the most recent reading has offered some encouraging signs, with the CPI falling to its lowest level in months at 2.4% (January), down from a high of 2.9%.

However, more recent events of further global instability have surfaced with the United States' involvement in the conflict with Iran. The price of oil has surged, and the stock market initially reacted with losses across all stock market indices. A prolonged military conflict, combined with the U.S. "war on trade," could reignite economic instability and further weaken global stability.

The extent of the impact largely depends on how much the conflict raises oil and other energy prices. In addition, maintaining unrestricted travel through the Strait of Hormuz is critical because the passage controls the flow of a large share of global energy supplies. Prolonged conflict risks both higher U.S. inflation and slower growth, keeping the Federal Reserve in a holding position and making it more reluctant to cut rates than before these events unfolded.

General Fund Revenues

The financial summary below depicts the Adopted Budget for Fiscal Year 2025-26, actual General Fund revenues through December 31, 2025, and a projection to June 30, 2026. Revenue projections reflect increases and some decreases from the adopted budget. Overall, total revenue and transfers are projected to be approximately \$142,000 less than the adopted budget. This is primarily due to lower revenue trends in Licenses & Permits, Fines & Forfeitures, Other Agencies, and Charges for Current Services, and offset by higher revenue projected in Other Taxes and Investment Earnings, as depicted below:

	2025-26 Adopted	Actual 12/31/25	2025-26 Projection	V
REVENUE SUMMARY				
PROPERTY TAXES	5,855,905	1,989,606	5,855,345	
OTHER TAXES	12,063,445	3,937,363	12,158,400	
UTILITY USER TAXES	2,900,000	1,187,315	2,900,000	
FRANCHISE FEES	1,066,500	342,351	1,070,700	
LICENSES & PERMITS	1,451,783	386,827	1,255,500	
FINES & FORFEITURES	1,606,000	532,114	1,580,028	
INVESTMENT EARNINGS	680,000	454,466	769,419	
OTHER AGENCIES	195,000	3,973	151,000	
CHARGES FOR CURRENT SERVICES	959,775	274,991	896,302	
MISCELLANEOUS - GENERAL	100,000	-	100,000	
GRANT OFFSET	148,000	-	148,000	
TOTAL REVENUE	27,026,408	9,109,006	26,884,694	
TRANSFERS IN	2,086,283	1,043,142	2,086,283	
TOTAL REVENUE & TRANSFERS IN	29,112,691	10,152,148	28,970,977	

Property Taxes, Sales and Use Taxes, and Measure Y Local Sales Taxes are Los Alamitos's three largest revenue sources and comprise over 70% of all revenue generated and collected by the City.

Property Taxes

Property taxes remain one of the City's largest revenue sources, and the majority are received in December and April, following the payment due dates. For secured property taxes, the first installment is due November 1 and is delinquent after December 10; the second is due February 1 and delinquent after April 10. A report received from HdL at the end of 2025 indicated a preliminary net value change in property values down by 0.24% over the 2024-25 tax roll, indicating that property taxes are beginning a slowing trend. Residential properties comprise 60.4% of all values in the City and grew by \$94.9 million, or 5.3%. Industrial properties added another \$13.6 million, roughly 2.5%. There was a reduction in Unsecured properties and values of -\$17.7 million, resulting in a net change of -\$7.5 million, or -0.2%. The Unsecured category decrease was largely driven by dropped assessments. Residential prices have continued to respond to lower inventory amidst higher interest rates. The median sale price of a detached single-family residential home in Los Alamitos from December 2024 through August 2025 was \$1.39 million. This represents a 7.6% increase in the median sale price over the prior year.

Sales & Use Taxes

A report from HdL, dated January 27, 2026, reported data for the quarter ending September 2025, 3Q25. Sales were up 10.8% net of aberrations compared to the county, and up 2.2% compared to the same period in 2024. The projection for FY2025-26 is \$3.7 million, 0.03% higher than the Adopted Budget.

Measure Y (Local Sales Tax)

Following the passage of Measure Y, Los Alamitos is now benefiting from an additional 1.5% sales tax. This has now become the largest source of revenue, accounting for approximately 21% of total revenue collected by the City. Fiscal Year 2025–26 projections are \$6.3 million, representing a 0.1% increase from the Adopted Budget.

The Other Taxes category includes Sales Tax, Measure Y Local Sales Tax, TOT, and Business Licenses. Business licenses are trending lower than the adopted budget and are down \$145,000 from the same time last year, which might be an indicator of caution or a slowdown in activity. The balance of the fiscal year will provide a clearer picture. Overall, the Other Taxes revenue category is projected to be \$95,000 higher than the Adopted Budget, primarily due to a stronger trend in TOT.

Utility Users Tax

Utility Users Tax (UUT) is a usage tax imposed on utilities, including electricity, natural gas, telephone, and water. The rates for Los Alamitos are currently 6%, except for telecommunications, which is 5%. The projections for Fiscal Year 2025-26 are trending at budget.

Fines & Forfeitures

Fines & Forfeitures, including red-light camera violations, parking fines, and other moving violations, are trending slightly below budget with lower projected parking fines.

Use of Money & Property (Investment Earnings)

The City's investment portfolio and investment earnings are dependent on market and interest rate changes. General Fund revenues for Fiscal Year 2025-26 are projected to exceed the

Adopted Budget, due to an accounting change that captures market value fluctuations in the custody account.

General Fund Expenditures

The financial summary below reflects the Adopted Budget General Fund Expenditures for Fiscal Year 2025-26, actual expenditures through December 31, 2025, and a projection to June 30, 2026.

	2024-25 Adopted	Actual 12/31/24	2024-25 Projection	Variance
EXPENDITURE SUMMARY				
CITY COUNCIL	38,421	11,699	38,421	
ADMIN - CITY MGR, CITY CLK, HR	1,636,520	954,430	1,636,520	
FINANCE	1,029,017	581,991	1,029,017	
CITY ATTORNEY	226,000	140,304	226,000	
POLICE	9,471,396	4,288,818	9,471,396	
DEVELOPMENT SERVICES	7,436,584	3,046,800	7,436,584	
RECREATION	4,335,590	1,503,500	4,048,360	
NON-DEPARTMENTAL	1,277,199	635,100	1,277,199	
TOTAL EXPENDITURES	25,450,726	11,162,642	25,163,497	
 TRANSFERS OUT	 3,160,000	 1,580,000	 3,160,000	
 TOTAL EXPENDITURES & TRANSFERS OUT	 28,610,726	 12,742,642	 28,323,497	

For the most part, department expenditures are trending in line with the Adopted Budget. The most significant variance is in Recreation. In addition, additional appropriations for the General Fund and transfers to other funds are needed, as detailed below.

City Council

Council department expenditures are projected to align with the Adopted Budget.

Administration (City Manager, City Clerk, Human Resources)

Expenditures for Administration are projected to be at the adopted budget.

Finance

Finance expenditures are trending mid-year and are expected to remain within the adopted budget.

City Attorney

Expenditures for the City Attorney are projected to be at the budget.

Police

The Police budget is trending with the adopted budget. An appropriation of \$75,813 is required for year one of a five-year contract to purchase Body Worn Cameras, which was approved by

Council on November 17, 2025.

Development Services

Expenditures for Development Services are projected to be within the adopted budget.

Recreation

Recreation is trending with the Adopted Budget. However, an appropriation of \$218,230 is needed for an EV Transportation matching grant that was awarded and approved by the City Council on June 9, 2025. Recreation is projected to realize potential savings overall from a vacancy in not filling the Deputy Director position and from lower Sunburst Field staffing and supply costs resulting from the delayed opening.

Non-Departmental

Non-departmental costs are not included in departmental expenses. They consist of contractual services, pre-employment expenses, credit card fees, health insurance costs for retirees, and capital expenditures funded by the General Fund. Appropriations totaling \$52,000 are needed to fund the Soroptimist Park renovation, approved by the City Council on July 21, 2025.

FISCAL IMPACT

The previous Council approved appropriations of \$997,670 (Recreation, Police, Non-departmental, and Gas Tax), summarized below:

Previously approved

- Recreation \$218,230 – EV Transportation matching (CC 6/9/25)
- Non-departmental \$52,000 – Soroptimist Park renovation (CC 7/21/25)
- Police \$75,813 – Body Worn Cameras (CC 11/17/25)
- Gas Tax (Fund 20) \$651,627 – Oak Street prior year not carried forward (CC 1/20/26)

Additional Appropriations

- Self-Insurance (Fund 54) \$650,000 – higher prior year premium costs \$386K (Property \$298K, GL \$88K), settlements paid \$264K (Liability \$206K, WC \$58K)

Appropriations (previously approved and additional) total \$1,647,670, as outlined below:

Appropriations Mid-Year FY25-26

Council Approved	Budget	CC Approval	Appropriations	Explanation/Justification
<u>General Fund</u>				
Recreation	4,335,590	06/09/25	257,115	Citywide On-Demand EV Transportation (grant)
		6/9/2025	(38,885)	Budgeted \$296,000, offset to applied to 5344
			218,230	
Police	9,471,396	11/17/25	75,813	Body Worn Cameras - 5-year contract \$379,063
Non-departmental	1,277,199	7/21/25	52,000	Soroptimist Park Renovation
			52,000	
Subtotal General Fund			346,043	
<u>Other Funds</u>				
Gas Tax (Fund 20)	664,202	1/20/26	341,217	Oak Street budgeted prior year, not carried over (Gas Tax)
			310,410	Oak Street budgeted prior year, not carried over (SB-1)
			651,627	
Council Approved			997,670	
<u>Additional Appropriations</u>				
Self Insurance (Fund 54)	1,152,000	-	650,000	Higher than anticipated PY costs which drew down fund bal
				1) higher premiums \$386K (Property \$298K, GL \$88K)
				2) claim settlements \$264K (Liability \$206K, WC \$58K)
Total Appropriations			\$ 1,647,670	

Attachment: 1. Fiscal Year 2025-26 - Mid-Year Budget Report

City Council Meeting

March 23, 2026

**CITY OF
LOS
ALAMITOS**



Mid-Year Report Agenda



Report overview

Economic update

Projected
revenues/
expenditures

Appropriations

Council direction/
comments



Mid- Year Budget Overview

Budget adoption May 19, 2025: \$500k surplus.

Mid-Year report provides a snapshot in time.

Reflects expenditures through 12/31/25.

This report also projects revenues and expenditures and a look ahead to FY ending June 30, 2026.

Economic Update



- Several factors may have a potential impact on the City's financial position at FYE.
 - Tariffs?
 - Ruled illegal by the high court, back again, Sec. 122 Trade Act of '74 allows up to 15% for 150 days; to be followed by subsequent action under Sec. 301 for longer-lasting authority.

Economic Update (cont.)



- Another factor is inflation
 - Showing encouraging signs, at 2.4% (January), down from a high of 2.9%.
- More recent events of further global instability: U.S. involvement in conflict with Iran:
 - Price of oil up, other energy prices may be affected;
 - Stock market initial reaction with losses across all indices;
 - The extent of impact largely depends on how much oil prices rise in connection with the conflict.
- Additional moves by the Federal Reserve to curb inflation may be on hold.



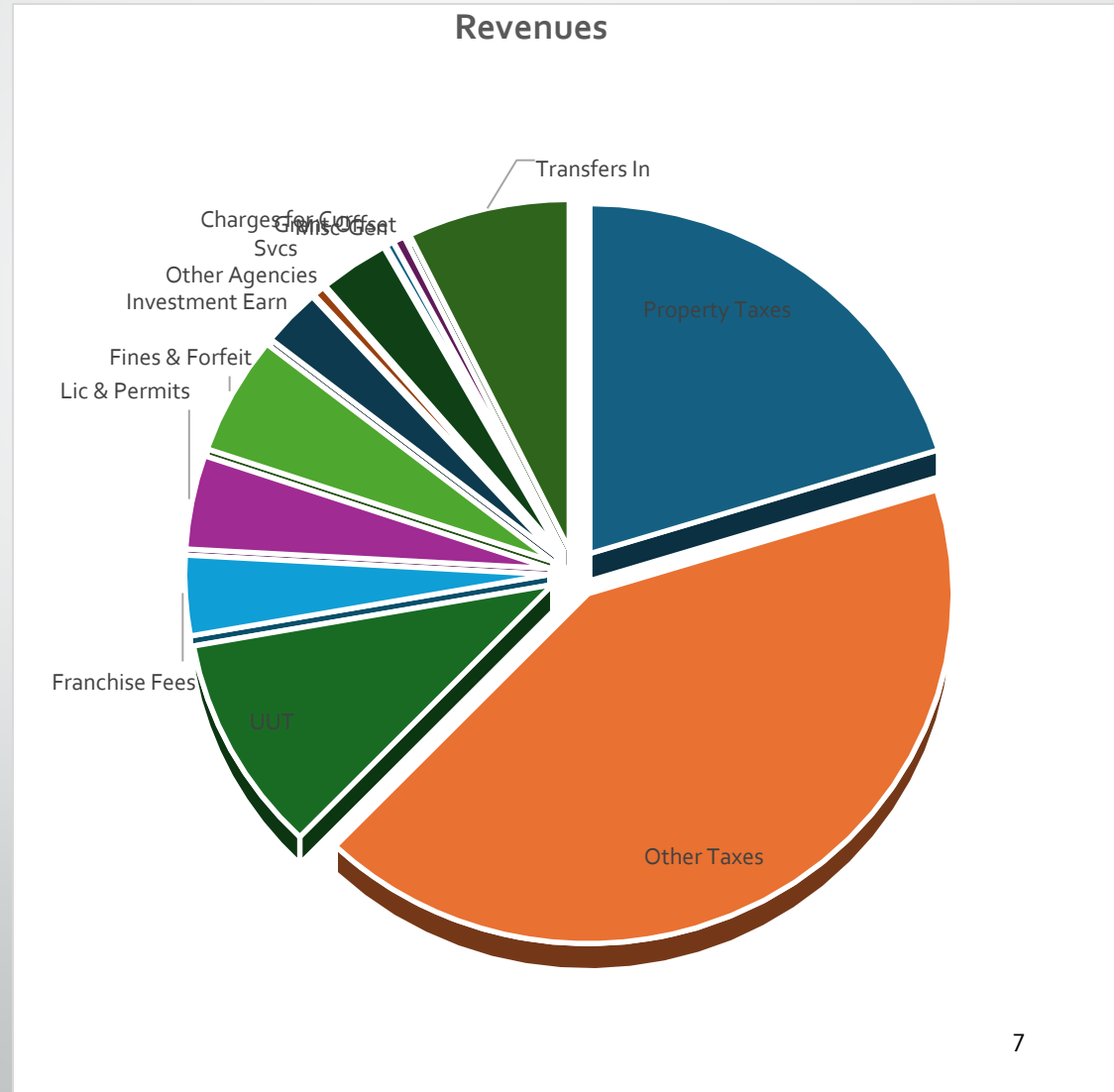
	2025-26 Adopted	Actual 12/31/25	2025-26 Projection	Variance
REVENUE SUMMARY				
PROPERTY TAXES	5,855,905	1,989,606	5,855,345	(560)
OTHER TAXES	12,063,445	3,937,363	12,158,400	94,955
UTILITY USER TAXES	2,900,000	1,187,315	2,900,000	-
FRANCHISE FEES	1,066,500	342,351	1,070,700	4,200
LICENSES & PERMITS	1,451,783	386,827	1,255,500	(196,283)
FINES & FORFEITURES	1,606,000	532,114	1,580,028	(25,972)
INVESTMENT EARNINGS	680,000	454,466	769,419	89,419
OTHER AGENCIES	195,000	3,973	151,000	(44,000)
CHARGES FOR CURRENT SERVICES	959,775	274,991	896,302	(63,473)
MISCELLANEOUS - GENERAL	100,000	-	100,000	-
GRANT OFFSET	148,000	-	148,000	-
TOTAL REVENUE	27,026,408	9,109,006	26,884,694	(141,714)
TRANSFERS IN	2,086,283	1,043,142	2,086,283	-
TOTAL REVENUE & TRANSFERS IN	29,112,691	10,152,148	28,970,977	(141,714)

Projected Revenue Summary



Projected Revenue by Category

- Property Taxes & Other Taxes ~ 2/3
- Other Taxes = Sales Tax, Measure Y, Business Lic





Revenue Projection

- Main takeaway – revenues are tracking with the Adopted Budget.
- Categories reflect some increases and decreases.
- Overall revenues projected to be \$142K below the Adopted Budget.



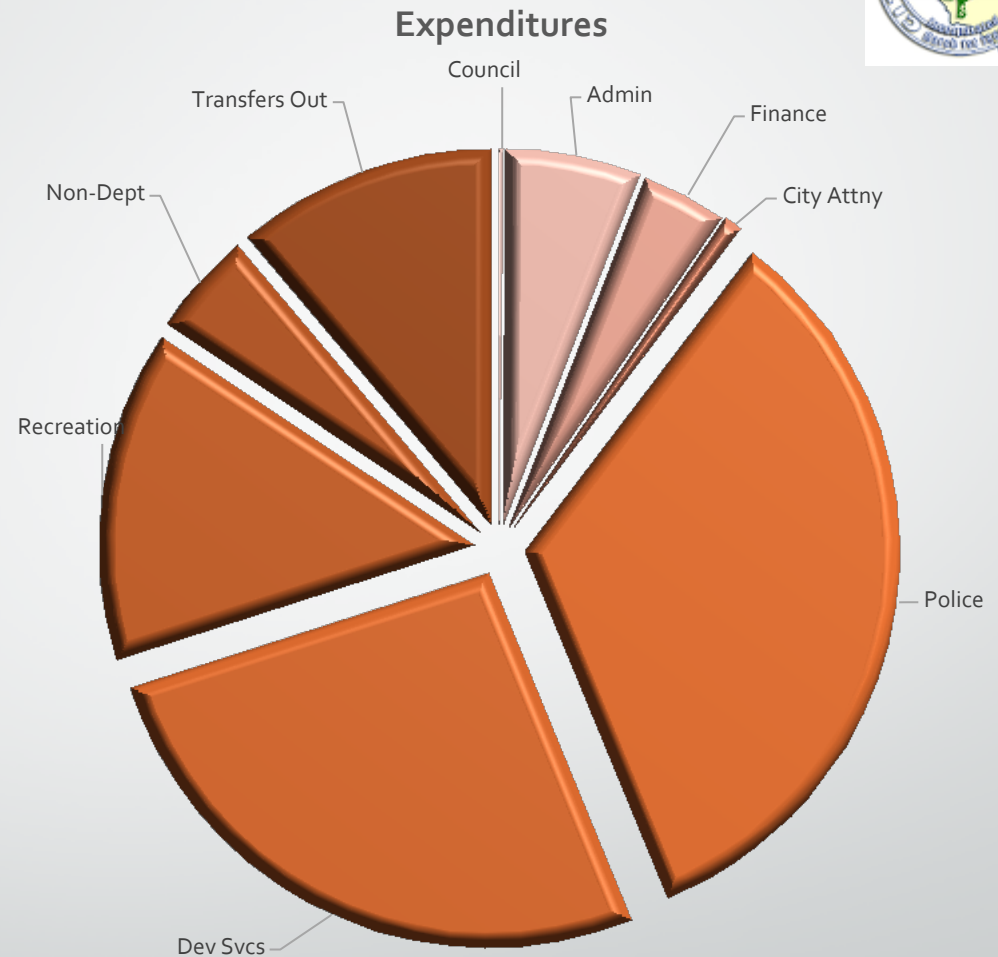
	2024-25 Adopted	Actual 12/31/24	2024-25 Projection	Variance
EXPENDITURE SUMMARY				
CITY COUNCIL	38,421	11,699	38,421	-
ADMIN - CITY MGR, CITY CLK, HR	1,636,520	954,430	1,636,520	-
FINANCE	1,029,017	581,991	1,029,017	-
CITY ATTORNEY	226,000	140,304	226,000	-
POLICE	9,471,396	4,288,818	9,471,396	-
DEVELOPMENT SERVICES	7,436,584	3,046,800	7,436,584	-
RECREATION	4,335,590	1,503,500	4,048,360	(287,230)
NON-DEPARTMENTAL	1,277,199	635,100	1,277,199	-
TOTAL EXPENDITURES	25,450,726	11,162,642	25,163,497	(287,230)
TRANSFERS OUT	3,160,000	1,580,000	3,160,000	-
TOTAL EXPENDITURES & TRANSFERS OUT	28,610,726	12,742,642	28,323,497	(287,230)

Projected Expenditure Summary



Projected Expenditures by Department

- Police largest budget ~ ~33%
- Dev Svs. ~ 26%, Rec ~ 14%
- Combined 3 depts. ~ 2/3 of the budget





Projected Expenditures



**Main takeaway –
expenditures expected to
track with the Adopted
Budget.**



**Appropriations already
approved by the City Council**

Recreation – 218,230 EV Trans
matching (CC 6/9)
Non-Departmental - \$52,000
Sorooptimist Park renovation (CC7/21)
Police - \$75,813 BWC (CC 11/17)



**Potential savings in
Recreation:**

Position vacancy of the Deputy
Director,
Delayed opening of Sunburst Field
resulting in lower staffing and supply
costs.



Council Approved Appropriations



Funding for targeted programs or projects.



As part of the City budget process, these funds are formally added to the overall budget at the mid-year point



Expenditures consist of Council actions following approval and budget adoption.



Council Approved Appropriations

General Fund:

Recreation - \$218K EV
transportation matching
(CC 6/9/25)

Non-dept - \$52K
Soroptimist Park
Renovation (CC 7/21/25)

Police - \$76K BWC
(CC 11/17/25)

Other Funds:

Gas Tax (Fund 20) Oak
Street prior year not
carried forward (CC
1/20/26)

Total approved
appropriations \$997,670



Other Funds:

Self Insurance (Fund 54)
\$650K - higher PY prem
costs \$386K (Property
\$298K, GL \$88K),
settlement claims paid
\$264K (GL \$206K, WC
\$58K)

Total all appropriations
\$1,647,670

Appropriations not
previously approved -
require Council approval



Appropriations Mid-Year FY25-26

Council Approved	Budget	CC		Explanation/Justification	Account	Description
		Approval	Appropriations			
General Fund						
Recreation	4,335,590	06/09/25 6/9/2025	257,115 (38,885) <u>218,230</u>	Citywide On-Demand EV Transportation (grant) Budgeted \$296,000, offset to applied to 5344	10-558-5355 10-558-5354	EV Transportation matching EV Transportation grant matching
Police	9,471,396	11/17/25	75,813	Body Worn Cameras - 5-year contract \$379,063	10-522-5201	Supplies & Safety Equipment
Non-departmental	1,277,199	7/21/25	52,000 <u>52,000</u>	Soroptimist Park Renovation	10-570-5501.2504	Soroptimist Park Renovation
Subtotal General Fund			<u>346,043</u>			
Other Funds						
Gas Tax (Fund 20)	664,202	1/20/26	341,217 310,410 <u>651,627</u>	Oak Street budgeted prior year, not carried over (Gas Tax) Oak Street budgeted prior year, not carried over (SB-1)	20-570-5501.2501 20-570-5501.2502	Transfer from Gen Fund Transfer from Gen Fund
Council Approved			<u>997,670</u>			
Additional Appropriations						
Self Insurance (Fund 54)	1,152,000	-	650,000	Higher than anticipated PY costs which drew down fund balance: 1) higher premiums \$386K (Property \$298K, GL \$88K) 2) claim settlements \$264K (Liability \$206K, WC \$58K)	54-4810	Transfer from Gen Fund
Total Appropriations			<u>\$ 1,647,670</u>			

Appropriation Summary



Direction /
Comments

Receive and file the Mid-year General Fund Budget for FY 2025-26 and projections for FY ending June 30, 2026.

Approve the additional appropriations of \$650K

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 11D

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Ron Noda, Assistant City Manager/Development Services Director
Britney Ramirez, Management Analyst**

Subject: Approve the Auction of City Vehicles and Equipment

SUMMARY

This item recommends authorizing the auction of surplus vehicles and equipment that are no longer operable or cost-effective to repair.

RECOMMENDATION

Authorize the listed vehicles and equipment to be declared surplus and approve their auction and disposal in accordance with Resolution No. 2025-26, Fleet Vehicle & Equipment Replacement Policy.

BACKGROUND

In accordance with Resolution No. 2025-26, Fleet Vehicle & Equipment Replacement Policy, adopted by the City Council on August 18, 2025, the City has reviewed its fleet and equipment inventory, and determined that certain assets have reached the end of their useful life. The Policy provides the systematic management and disposal of vehicles and equipment to support fiscal responsibility, operational efficiency, and reliable service delivery. The identified assets are obsolete and no longer meet the City's operational requirements.

DISCUSSION

The vehicles and equipment listed in the Table below have exceeded their useful life and are no longer operationally viable. Enterprise FM Trust, the City's leased vehicle fleet management provider, will oversee the auction of the vehicles. City staff will evaluate and determine the most appropriate auction method for the equipment and furniture.

Proposed Vehicle and Equipment Surplus		
Item No.	Item Description	Previous Vehicle/Equipment Use
1	Bobcat	Public Works
2	2017 Dodge Charger	Police
3	2015 Jeep Cherokee	Police

4	1995 Ford E150	Administration
5	Printers (2)	Administration
6	Mowers (2)	Public Works

FISCAL IMPACT

Revenue generated from the auction of vehicles and equipment will be deposited into the City's Sale of Property Account (Account No. 50-4830). Actual proceeds will depend on auction results, and any funds received will be available to support fleet and equipment acquisitions.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 11E

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Ron Noda, Assistant City Manager/Development Services Director
Chris Kelley, City Engineer**

**Subject: Approval of Plans and Specifications — Authorization to Bid for 100KW
Emergency Generator Project (CIP 24/25-13)**

SUMMARY

This item facilitates soliciting bids for purchase and installation of a new portable 100KW emergency generator (CIP 24/25-13).

RECOMMENDATION

1. Approve the plans and specifications bid for the S100KW Emergency Generator Project (CIP 24/25-13); and,
2. Authorize City Staff to advertise and solicit bid proposals for the Project (CIP 24/25-13).

BACKGROUND

The Police Department and the City Hall IT Services room are essential facilities that must remain fully operational during any city emergency. The existing emergency generator, now more than 60 years old, has exceeded its useful life, and replacement parts are no longer available. As a result, it can no longer be relied upon to provide backup power during an outage or emergency.

In 2024, the City's contracted vendor, Willdan Engineering, was asked to prepare an engineering study outlining options for replacing the outdated system. City staff reviewed several alternatives, including an in-kind replacement of the existing generator, a modest increase in capacity, and the portable 100KW generator option. After evaluating cost, reliability, and operational flexibility, staff determined that the portable 100KW generator is the most cost-effective and suitable replacement. at the time.

Staff has since completed the plans, specifications, and estimates (PS&E) for the purchase and installation of a new portable 100KW emergency generator. This unit will replace the aging generator and improve the reliability of the power infrastructure serving these critical facilities. Staff recommends that the City Council approve the PS&E and authorize staff to proceed with the bid solicitation process.

DISCUSSION

The Project plans and specifications for the purchase and installation of the 100K emergency

generator system are ready for the bid process. The estimated costs are as follows:

Design, Plans, and Specifications	\$63,525
Equipment and Installation	\$300,000
Construction and Inspection Management	\$30,000
Contingency (10%)	\$39,352
Total	\$432,877

The approved budget of \$650,000 originally included funding for two projects: an emergency generator for the Police Department and the IT Service Room, and a generator for Community Centers 1 and 2. The Community Center is designated as an emergency shelter, and Community Center 2 will serve as the future Emergency Operations Center (EOC).

This report outlines the plans, specifications, and estimates (PS&E) for the generator serving the Police Department and IT Service Room, with an estimated project cost of \$432,877. The generator anticipated for the Community Center would be significantly larger—potentially up to a 250KW portable generator. Due to design requirements, 2025 tariffs, and the ongoing uncertainty surrounding future tariffs, project costs have increased substantially. As a result, additional funding will likely be required if the City decides to proceed with installing an emergency generator at the Community Center. The PS&E for the Community Center generator project will be brought to the City Council for consideration at a later meeting.

FISCAL IMPACT

Funding for this Project, along with a larger emergency generator project for the Community Center, was originally appropriated at \$650,000 in Facilities Fund 52, which is supported by the General Fund. At this time, the available project funding is sufficient to cover the costs associated with this Project - 100KW Generator for the Police Department and IT Services Room.

Attachment: 1. 100KW Emergency Generator Project (CIP 24/25-13) Bid Package

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**100KW EMERGENCY GENERATOR PROJECT
CIP 24/25-13**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MARCH 2026

NOTICE TO THE BIDDERS:

1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the Finance Manager.
3. Bids must be received by 11:00 a.m. on April 09, 2026

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

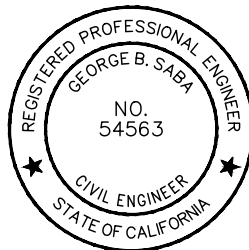
GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806
(714) 978-8200


George Saba, P.E.
Project Manager

March 12, 2026

Date



FOR THE CITY OF LOS ALAMITOS
ENGINEERING DIVISION
DEVELOPMENT SERVICES DEPARTMENT

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100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING ELECTRONIC BIDS

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NOTICE INVITING ELECTRONIC BIDS

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites electronic bids for the above stated project and will receive such bids electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). Bids will be received up to the hour of **11:00 a.m., on April 9, 2026**

- The City of Los Alamitos proposes to install a 100kW Generator that serves the Police Department and IT building at 3191 Katella Avenue, Los Alamitos, CA 90720.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and must be submitted electronically on BidNet Direct (BidNet), accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. No hard copy bid packages will be accepted.

Plans and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for the "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4600.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations.

THE BID MUST BE ACCOMPANIED BY A BID GUARANTEE IN THE AMOUNT OF 10% OF THE TOTAL BID PRIOR TO THE BID SUBMISSION DEADLINE, SUBMITTED TO THE FINANCE DEPARTMENT, ATTN: FINANCE MANAGER, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. Sealed envelopes bearing the bid bond should be clearly marked with the project title and CIP number as shown on the cover sheet of these specifications. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

Questions or Requests for Information (RFIs) or interpretations are due March 30, 2026, at 11:00 a.m., ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal.

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

SECTION B

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall commence the Project after the date of the Notice to Proceed with Procurement. Subsequent to the receipt of the equipment, Contractor shall diligently proceed said work to completion before the expiration **15 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562) 357-5411.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be submitted as specified in **SECTION A - NOTICE INVITING ELECTRONIC BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Class A (General Engineering) or C-10 (Electrical) Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING ELECTRONIC BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING ELECTRONIC BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves the right to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 90 calendar days. After 90 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints

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SECTION C

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

**BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
NON-COLLUSION AFFIDAVIT**

BID PROPOSAL

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: _____

CONTRACTOR'S LICENSE NO.: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

BID SCHEDULE (Continued)

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1.	Mobilization	1	LS	\$	\$
2.	Remove and Dispose Existing Generator	1	LS	\$	\$
3.	Construct Generator Concrete Pad and CMU Wall Enclosure	1	LS	\$	\$
4.	Furnish and Install 100k/W Electrical Power Generator Per Plans	1	LS	\$	\$
5.	SCAQMD Permit and Other Required Regulatory Agencies	1	LS	\$	\$
Total					\$

Bid Schedule A Total \$

Bid Schedule A Total (in words):

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

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

(Company Name of Bidder)

(Date)

BID BOND

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of _____ dollars (\$ _____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this __ day of _____, 2026.

PRINCIPAL* _____

SURETY* _____

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this _____ day of _____, 2026.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of _____ Dollars (\$_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

Contractor's License No.: _____ Date License Issued: _____.

License Expiration Date: DIR Contractor Number _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: _____ Federal / State: _____

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: _____ Codes / Laws: _____ Section / Article: _____

If "yes", identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2026, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

SECTION D

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

**MAINTENANCE BOND WORKER'S COMPENSATION INSURANCE
CERTIFICATE**

INSURANCE ENDORSEMENT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS 100KW EMERGENCY GENERATOR PROJECT, SPECIFICATION NO. CIP 24/25-13 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of _____, _____ (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the 100KW EMERGENCY GENERATOR PROJECT, SPECIFICATION NO. CIP 24/25-13 shall consist of the Notice Inviting Electronic Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars (\$.....), unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for

each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT.

CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR’s subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker’s Compensation Insurance as required by Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.’ If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker’s Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any

such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Orange County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Ron Noda, Assistant City Manager
CONTACT]

CONTRACTOR: [INSERT

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by

AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of XXXX, 2026 (*Council Action Date Here*)

CONTRACTOR: _____ Contractor's Business Name

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Mayor

Date

City of Los Alamitos

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC.....

..... (SEAL)

**(EXECUTE IN DUPLICATE)
FAITHFUL PERFORMANCE BOND**

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **100KW EMERGENCY GENERATOR PROJECT, SPECIFICATION NO. CIP 24/25-13 CONTRACT** which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__

Contractor* Name, Title of Signer
SPC25-11

D-12

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 20__

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of

....., 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

SURETY*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this day of....., 20__.

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE:

Contractor's Business Name .
(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

**100KW EMERGENCY GENERATOR PROJECT
SPECIFICATION NO. CIP 24/25-13
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2021 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 TERMS AND DEFINITIONS

Add the following:

Agent—Shall include persons and companies, other than the Contractor, retained by the City to perform design and construction services in relation to the Work.

Acceptance—The Agency’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—“Standard Plans for Public Works Construction” - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications (“SSS”)—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”)—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-3 “Time of Completion”.

1-3.3 INSTITUTIONS

Add the following:

AGCA	Associated General Contractors of America
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement
- Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to install a 100kW generator serving the Police Department building located at 3191 Katella Avenue, Los Alamitos, CA 90720.
Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Replace first paragraph with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted

changes “the Project was constructed in conformance with the Contract Documents”. Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.

3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:30 p.m. and 8:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:30 p.m. and 8:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for

liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to

approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR.

Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

The Contractor's activities shall be confined to the hours between 8:30 a.m. and 3:30 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Juneteenth Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE

CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the “State Contract Act” shall be construed to mean “applicable law” and “Public Agency”, or “Department” shall be construed to mean “Agency” as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 “Changed Conditions” and Subsection 6-3.2 “Contract Time Accounting” respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for **Mobilization** shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

SECTION F

100KW EMERGENCY GENERATOR PROJECT SPECIFICATION NO. CIP 24/25-13 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SPECIAL PROVISIONS

Except as hereinafter amended, the provisions of the 2021 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

Section 1: Payments:

Item1: Mobilization

Payment for Mobilization and Demobilization shall be included in the Lump Sum (LS) Price basis and shall be considered full compensation and include but not be limited to, for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. 80% of the bid price for Mobilization and Demobilization will be disbursed at completion of Mobilization and 20% will be disbursed at completion of Demobilization.

Item 2: Remove and Dispose Existing Generator

Payment for “Remove and Dispose Existing Generator” shall be paid for at the contract bid price per lump sum (LS) and shall be considered full compensation for removal of existing generator and connections, hauling, disposal of all the resulting materials, equipment, and permits and no additional compensation will be allowed therefor.

Item 3: Construct Generator Concrete Pad and CMU Wall Enclosure

Payment for “Construct Generator Concrete Pad and CMU Wall Enclosure” shall be paid for at the contract bid price per lump sum (LS) and shall be considered full compensation for foundation excavation, material hauling, forming, concrete slab and CMU block wall and include but not limited to furnishing labor, materials and equipment required for construction and no additional compensation will be allowed therefor.

Item 4: Furnish and Install 100k/W Electrical Power Generator Per Plans

SPC25-11

Payment for “Furnish and Install 100k/W Electrical Power Generator” shall be paid for at the contract bid price per lump sum (LS) and shall be considered full compensation for furnishing and installing 100k/W Electrical Power Generator and include but not limited to furnishing labor, materials, equipment, connections, testing for working condition, permits and no additional compensation will be allowed therefor.

Item5: SCAQMD Permit and Other Required Regulatory Agencies

Payment for “SCAQMD Permit and Other Required Regulatory Agency Permits” shall be made at the contract bid price per lump sum (LS) and shall be considered full compensation for securing the SCAQMD permit and all other required permits from applicable regulatory agencies.

Section 2: Supplemental CSI Specifications:

The following section is intended to supplement the electrical specifications included in the project plans. It provides additional guidance, clarifications, and requirements that are necessary to ensure proper installation, operation, and compliance with applicable codes, standards, and best practices.

This section covers specific aspects that may not be fully detailed in the main project plans, including but not limited to installation procedures, equipment testing and commissioning protocols, and operation and maintenance training for personnel.

Contractors and project personnel should refer to this section alongside the project plans to ensure that all electrical work is performed in accordance with the design intent and meets the performance, reliability, and regulatory standards established for the project.

Specifications listed in the project plans shall take precedent over the following specifications.

CSI - SECTION 26 32 13 - ELECTRICAL GENERATORS

PART 1 – GENERAL

1.01 SUMMARY

- A. Furnish and install a complete emergency standby power system for the Police Department facility in accordance with bid documents.
- B. Work includes, but is not limited to:
 - 1. Engine-driven generator set
 - 2. Integrating the newly installed Automatic Transfer Switches (ATS)
 - 3. Fuel system
 - 4. Electrical distribution and controls
 - 5. Concrete pad and anchorage
 - 6. Testing, commissioning, and training
- C. System shall provide reliable emergency power to designated life safety, legally required standby, and mission-critical Police Department loads.

1.02 REFERENCES

Applicable Cods are listed in the project plans

1.03 SUBMITTALS

SPC25-11

- A. Product data for generator, controls, and accessories
- B. Shop drawings including:
 - 1. Electrical one-line diagrams
 - 2. Equipment layouts and clearances
 - 3. Fuel system schematics
 - 4. Concrete pad and anchorage details
- C. Factory test reports
- E. Startup, testing, and commissioning procedures
- F. Operation and Maintenance manuals

1.04 QUALITY ASSURANCE

- A. Generator manufacturer shall have a minimum of 10 years' experience producing similar systems.
- B. Installation contractor shall be licensed and experienced with emergency generator systems of comparable size and complexity.
- C. Equipment shall be listed and labeled by UL or another recognized testing agency.

1.05 REGULATORY REQUIREMENTS

- A. Emergency power shall be restored within 10 seconds of normal power loss.
- B. Fuel supply shall support a minimum of 48 hours continuous operation at full rated load.
- C. Air Quality Management District (AQMD) testing of new gas engine must be certified by the contractor. Internal Combustions engines with a manufacturer's rating of 50 brake horsepower or greater require testing and certification. Refer to South Coast Air Quality Management District (AQMD) for additional information on permitting and testing: <http://www.aqmd.gov>

PART 2 – PRODUCTS

2.01 GENERATOR

- A. Type: Diesel engine-driven generator, standby rated as specified in the project plans.

2.02 FUEL SYSTEM

- A. Fuel Type: Diesel
- B. Storage Tank:
 - 1. Double-wall steel tank
 - 2. Sized for minimum 48-hour runtime
 - 3. Leak detection and overfill protection
- C. **Piping:**
 - 1. Steel piping with flexible connections at generator
 - 2. Valves and fittings rated for diesel fuel

2.03 AUTOMATIC TRANSFER SWITCHES

Not Applicable – A new ATS was installed recently.

2.04 ACCESSORIES

- A. Battery and charger
- B. Exhaust silencer and piping
- C. Vibration isolators
- D. Remote annunciator panel located in Police Department dispatch or control room

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment in accordance with manufacturer's instructions, bid drawings, and applicable codes.
- B. Maintain required working clearances and access for maintenance.
- C. Anchor equipment to concrete pad per seismic requirements.

3.02 FIELD QUALITY CONTROL

- A. Perform startup by manufacturer-authorized technician.
- B. Conduct load bank testing for a minimum of 4 hours.
- C. Test ATS operation under simulated power failure conditions.

3.03 TRAINING

- A. Provide on-site training for Police Department personnel.
- B. Review normal operation, emergency operation, and maintenance requirements.

3.04 ACCEPTANCE

- A. System shall be accepted only after successful testing, inspections, and receipt of all required documentation, per bid requirements.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 11F

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Ron Noda, Assistant City Manager/Development Services Director
Irving Montenegro Jr., Manager**

**Subject: Approve Agreement with the County of Orange for Waste Infrastructure
System Enterprise (WISE)**

SUMMARY

City Staff requests City Council approval of the Waste Infrastructure System Enterprise (WISE) Agreement with the County of Orange for municipal solid waste disposal services and rates. Under the WISE Agreement, participating cities and districts receive priority access to County landfills, a disposal rate of at least 10% below the public rate (and no higher than the waste importation rate), and a share of revenue from the County's waste importation agreements, in exchange for directing all non-recycled waste collected by franchise haulers to County landfills.

RECOMMENDATION

Authorize the City Manager to execute the WISE Agreement with the County of Orange for municipal solid waste disposal rates and services, with any minor modifications as necessary, in a form approved by the City Attorney.

BACKGROUND

Orange County Waste & Recycling (OCWR) operates the County's landfill system that includes three active landfills and approximately 20 inactive sites. Since 1997, Orange County cities have participated in the County's Waste Disposal Agreement (WDA), which guarantees landfill capacity and disposal rates at least 10% below those charged to non-contract customers. The City of Los Alamitos is a WDA participant. The Agreement has been amended several times and most recently extended for one year in 2025. City Council approved the extension at its May 2025 Regular Meeting.

As the WDA neared expiration, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement. The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated review and negotiations beginning in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time for negotiations.

DISCUSSION

Cities must adopt the WISE Agreement by April 30, 2026, to avoid disposal rate increases up to 10% higher. The 'Participation Threshold' for the WISE Agreement to become effective requires that cities that represent at least 50% of the disposal sent to the County landfills ratify

the document. The agreement is for 10 years, through June 30, 2036, with one optional 10-year extension.

OCWR is presenting this new Agreement because the current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs beyond CPI changes. OCWR also indicated that additional capital is needed to fund the Brea Olinda landfill closure and to significantly expand the capacity of the landfill in San Juan Capistrano over the course of the 10-year term. Through negotiations, OCCMA reached an agreement with OCWR on a phased rate structure for the first three years of the agreement. Starting in FY 29-30 the rate includes an annual CPI increase.

Fiscal Year	Contract Rate
2026–27	\$67.00/ton
2027–28	\$74.00/ton
2028–29	\$81.00/ton
2029–30	\$81.00/ton + CPI

These rates will be applicable to the City's franchised waste hauler, Universal Waste Systems (UWS). Effective July 1, 2026, the increased disposal rates are expected to result in a 10% increase in monthly residential customer bills and a 16% increase for commercial customers. These increases are in addition to any hauler-related cost increases associated with service, which will also take effect July 1 pursuant to the City/UWS franchise agreement. Universal Waste Systems is allowed an annual cost-of-living adjustment to rates every July, but caps any rate increases at 5%. Please note that Los Alamitos residential rates remain the lowest among Orange County municipalities.

While the primary focus of the negotiations was tied to the disposal rate, OCCMA successfully negotiated the following key provisions:

- Beginning in 2030, an annual “true-up” process that may freeze CPI adjustments depending on OCWR’s cost recovery and tonnage revenue. Cities may initiate a ‘meet and confer’ process with review by an independent consultant.
- Inclusion of review and annual notification provisions to ensure continued OCCMA participation to improve transparency and oversight of OCWR’s financial status and implementation of the WISE Agreement.
- Removal of language that would have made cities financially responsible for hauler non-payment.
- Adoption of a blended CPI index (60% Solid Waste, Water, and Sewer; 40% All Urban Consumers).
- Removal of the requirement that all residential organic waste be sent to OCWR; the County will offer optional organic waste processing services.

FISCAL IMPACT

No impact to the City's General Fund budget. All adjustments to the waste hauler rates are handled directly between UWS and its customers.

Attachment: 1. Waste Infrastructure System Enterprise (WISE) Agreement with County of Orange
 2. Attachment - Franchise Hauler Acknowledgement

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT
("WISE AGREEMENT")

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF LOS ALAMITOS

Dated 23 March 2026

County Authorization Date:

City Authorization Date:

23 March, 2026

County Notice Address:

City Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Manager Chet Simmons
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

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ORGANIC SERVICES AGREEMENT

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT

THIS WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT (“WISE Agreement” or “Agreement” are used interchangeably) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the city, special district, or sanitary district designated on the cover page of this Agreement (the “City”). County and City may hereinafter be referred to singularly as “Party” or collectively as “Parties.”

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills (“County Landfills”), resource recovery, recycling and organics programs, infrastructure and operations, closed landfills, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of twenty (20) closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the “Act”) and the Short-lived Climate Pollutants Reduction Act (“SB 1383”). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements (“WDAs”), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation (“Organics Legislation”) that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State’s landfills was identified as a significant source of methane that could be reduced.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State’s increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates.

The County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State’s Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the

Disposal System and is offering interested Cities the option of participating in the County provided Organic Processing Services pursuant to a separate Organic Services Agreement (“OSA”) as provided in Appendix 5.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Waste Infrastructure System Enterprise Agreement (“WISE Agreement” or “Agreement”), on the terms and conditions set forth herein. The County and City acknowledge that the currently operative WDA shall remain in full force and effect until its expiration or the WISE Agreement Commencement Date, whichever comes first.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing disposal rate stability, predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Waste Infrastructure System, thereby enabling the County to plan, manage, operate and finance improvements to the Waste Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

“Acceptable Waste” means all garbage, refuse, rubbish, Organic Waste and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

“Act” means AB 939 the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

“Agreement” means this Waste Infrastructure System Enterprise Agreement (“WISE Agreement”) between the County and the City as the same may be amended or modified from time to time in accordance herewith.

“Appendix” means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

“Applicable Law” means the Act, Organics Legislation, the Orange County Code of Ordinances, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or State rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System, and the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

“CalRecycle” means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof. CalRecycle oversees the State’s waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

“Capital Costs” means all costs of the Waste Infrastructure System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller’s Manual, including but not limited to all of the categories of costs of the Waste Infrastructure System including but not limited to “Buildings and Improvements, and Infrastructure” (Object Code 4200), “Equipment” (Object Code 4000-4040) and “Intangible” (Object Code 4250-4299) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

“CEQA” means the California Environmental Quality Act, codified in California Public Resources. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

“Change in Law” means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System or other matters to which Applicable Law applies:

- (1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County); or
- (2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or
- (3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or
- (4) any new or revised requirements or fees relating to the funding or provision of Waste Infrastructure Services, including but not limited to, Integrated Waste Management Act Fees, Host Fees, regulations for disposal operations, organics processing and diversion, recycling initiatives or activities associated with the remediation, closure, funding or monitoring of closed landfills with respect to facilities comprising the Waste Infrastructure System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

“City” means, as applicable, the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

“City Acceptable Waste” means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(D) hereof).

“Consumer Price Index” or “CPI” means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the foregoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the foregoing and best implements the intent of this Agreement.

“Commencement Date” means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

“Contract Date” means the first date on which this Agreement has been executed by both parties hereto.

“Contract Rate” has the meaning specified in Section 4.2 hereof

“Contract Year” means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

“Controllable Waste” means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

- (1) Non-Recycled City Acceptable Waste;
- (2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and
- (3) collected and hauled by Franchise Haulers.

“County” means the County of Orange, a political subdivision of the State of California and party to this Agreement.

“County Landfills” means all active Class III sanitary landfills located within the County of Orange and operated by the Department. At the time of execution, County Landfills consist of the Olinda Alpha Landfill located in Brea, California, the Frank R. Bowerman Landfill located in Irvine, California, and the Prima Deshecha Landfill located in San Juan Capistrano, California. (Note: The current estimated closure date for the Olinda Alpha Landfill is 2036 as specified in its Solid Waste Facility Permit. Throughout the term of this Agreement, County reserves the right to reduce, continue, expand, or cease all operation at the Olinda Alpha Landfill at its sole discretion.)

“County Plan” means the integrated waste management plan of the County approved by CalRecycle pursuant to the Act as in effect from time to time.

“County Acceptable Waste” means Acceptable Waste generated in the County.

“County-wide Recycling Services” has the meaning set forth in subsection 3.7(A) hereof.

“Cumulative Tonnage Target” for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

“Department” means OC Waste & Recycling, and any agency, department or other Governmental Body

which succeeds to the duties and powers thereof.

“Designated Facility” means the landfill or other County facility that the Department directs or assigns City Franchise Haulers to deliver City Acceptable Waste.

“Director” means the Director of OC Waste & Recycling.

“Disposal Services” means the solid waste disposal and other services to be provided by the County pursuant to the Service Covenant and as otherwise provided in this Agreement.

“Disposal System” means the Waste Infrastructure System which includes solid waste disposal operations at active landfills; Organics Infrastructure; regional Household Hazardous Waste Collection Centers; and other waste management related systems deemed necessary by the County, as well as services, such as post-closure maintenance and other activities, at closed landfills formerly operated by the County, as appropriate under Applicable Law.

“Environmental Fund” means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

“Franchise Hauler” means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

“Full Cost Recovery” means all facets of Department costs and responsibilities including, but not limited to; operation, maintenance and management of the Waste Infrastructure System, labor and equipment, capital projects, environmental monitoring and mitigation, site closure, legal and regulatory compliance, long-term post-closure maintenance, remediation costs, planning for contingencies associated with the County’s long-term liability and maintaining adequate financial reserves.

“Governmental Body” means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

“Hazardous Material” or “Hazardous Substance” has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section §78000 *et seq.*), and Titles 26 and 27 of the California Code of Regulations and other regulations promulgated thereunder.

“Hazardous Waste” means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40. The terms Hazardous Waste, Hazardous Material or Hazardous Substance shall be used interchangeably in this Agreement when not referring to specific Applicable Law.

“Host Fee” means the amount paid pursuant to Cooperative Agreements, referred to in Section 1.2 (I) of this Agreement, to compensate the cities identified in Section 1.2(I) (“Host Cities”) for costs or impacts incurred by Host Cities which might be associated with County Landfills due to their location within Host City boundaries, and not already substantially avoided or mitigated through the identification and adoption of Project Design Feature and Mitigation Measures.

“Imported Acceptable Waste” means Acceptable Waste that is generated outside of the geographical boundaries

of the County and delivered to the Waste Infrastructure System.

“Importation Agreement” means an agreement between the County and any public or private entity for the delivery and acceptance of Imported Acceptable Waste pursuant to contract.

“Independent Haulers” means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Waste Infrastructure System pursuant to a franchise, contract, permit or other authorization with a City in the County.

“Initial Term” has the meaning specified in Section 6.1(A) hereof.

“Legal Entitlement” means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Waste Infrastructure System or the performance of any obligation under this Agreement or the matters covered hereby.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative or regulatory proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

“Loss-and-Expense” means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

“MRF Fines” mean undersized or pulverized material consisting of small fractions of waste that are created during the recycling process as Material Recovery Facilities.

“Net Import Revenues” has the meaning ascribed thereto in Section 3.6(F).

“Non-Recycled City Acceptable Waste” means all City Acceptable Waste other than Recycled City Acceptable Waste.

“OC Waste & Recycling Enterprise Fund” means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Waste Infrastructure System.

“Organics Infrastructure” means organic processing facilities designed to receive and process Organic Waste to support the State’s Organic Legislation goals, promote local recycling, and/or assist local jurisdictions in meeting their organic diversion requirements which are utilized by interested Cities in connection with their participating in County-provided Organic Processing Services pursuant to a separate Organic Services Agreement.

“Organics Legislation” means organics recycling legislation including AB 1594, AB 1826, SB 1383 and any future legislation pertaining to the management and diversion of Organic Waste.

“Organics Processing Services” means the services provided by County to Cities that choose to enter into the Organic Services Agreement provided in Appendix 5.

“Organics Services Agreement” (“OSA”) means that separate agreement (as provided in Appendix 5) between County and interested Cities, whereby the County agrees to provide Organic Processing Services to interested Cities pursuant to the terms of the OSA.

“Organic Waste” means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

“Overdue Rate” means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

“Participating City” means any City executing a WISE Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

“Participation Threshold” means the point at which the percentage of the County’s Acceptable Waste attributable to Participating Cities which have executed and delivered Agreements shall exceed 50% percent (using the percentage rates attributed to such Participating Cities in Appendix 1).

“Posted Disposal Rate” means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement or other contractual arrangement.

“Prohibited Medical Waste” means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

“Qualified Household Hazardous Waste” means waste materials determined by local, State, and federal regulation to be:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive; and
- (3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

“Recycled City Acceptable Waste” means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is “recycled” within the meaning of Section 40180 of the Public Resources Code.

“Renewal Term” has the meaning specified in Subsection 6.1(C) hereof.

“Residue” means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

“Resource Conservation and Recovery Act” or “RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, as amended and superseded.

“Restricted Reserves” has the meaning specified in Section 4.5.

“Sanitary Districts” means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified in California Health & Safety Code Section 6400 *et seq.*, as amended, supplemented, superseded and replaced from time to time.

“Self-Hauled Waste” means City Acceptable Waste and City Acceptable Organic Waste collected and hauled by Self-Haulers.

“Self-Hauler” means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

“Service Coordinator” means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

“Service Covenant” means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

“Special District” means public agencies created by a Governmental Body to provide one or more specific services to a community, such as but not limited to water, sewer, refuse, parks and recreation, fire protection, pest abatement, etc.

“Source-Separated Household Hazardous Waste” means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

“Source-Separated Household Hazardous Waste Disposal System” means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

“State” means the State of California.

“Term” shall mean the term of this Agreement.

“Ton” means a “short ton” of two thousand (2,000) pounds.

“Transfer Station” means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before receipt in the Waste Infrastructure System.

“Unacceptable Waste” means Hazardous Material; Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Waste Infrastructure System is prohibited from receiving under Applicable Law.

“Uncontrollable Circumstance” means any act, event or condition affecting the Waste Infrastructure System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

- (1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, epidemic; and
- (2) a Change in Law.

“Unincorporated Area” means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

“Unincorporated Area Acceptable Waste” means Acceptable Waste originating from or generated within the Unincorporated Area.

“Unrestricted Reserves” means cash and other reserves of the Waste Infrastructure System which are not Restricted Reserves.

“Waste Disposal Covenant” means the covenants and agreements of the City set forth in Section 3.1 hereof.

“Waste Infrastructure System” or “Disposal System” means County owned or operated waste management

related facilities, including active Class III sanitary landfills (“County Landfills”), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

“WISE” means Waste Infrastructure System Enterprise.

“WISE Agreements” means each of the WISE agreements entered into between the County and any City within the County, Special District, Sanitary District, Jurisdiction, or operator of any Franchise Hauler located in the County in accordance with the terms herewith.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder”, “herewith”, and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided; however, that this Agreement shall not supersede the following Cooperative Agreements as they currently

exist or as they may be amended in the future:

- 1) Cooperative Agreement between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill.
- 2) Cooperative Agreement between the City of Irvine and the County of Orange regarding the Frank R. Bowerman Landfill.
- 3) Cooperative Agreement between the City of San Juan Capistrano and the County of Orange regarding the Prima Deshecha Landfill.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF WASTE MANAGEMENT AND DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Management and Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, and subject to available Waste Infrastructure System capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Waste Infrastructure System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Waste Infrastructure System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have

been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Waste Infrastructure System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Waste Infrastructure System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Waste Infrastructure System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to the County Waste Infrastructure System (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Waste Infrastructure System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Waste Infrastructure System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Controllable Waste Flow Enforcement.

(1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to and in accordance with the Waste Disposal Covenant for Controllable Waste disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to:

- (i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant,
- (ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and
- (iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by: (1) subtracting the

number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (2) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Agreement as a result of such breach, the damages due as a result of such termination shall be equal to the average monthly deliveries by the City for the twelve (12) months prior to the commencement of the breach multiplied by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Waste Infrastructure System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement, the Act, Organics Legislation, or other Applicable Law. Such information may include information such as, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Controllable Organic Waste collected, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected (identifying Controllable Organic Waste, Recycled City Acceptable Waste, or as otherwise may be required under this Agreement or under Applicable Law), tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste, its collection, transportation, transfer, storage, treatment, processing, or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Waste Infrastructure System of Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste or Acceptable Organic Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste or Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste or Controllable Organic Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF WASTE INFRASTRUCTURE SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, and subject to available Waste Infrastructure System capacity, the County shall provide or cause the provision of the service of receiving and disposing of all Controllable Waste at the Waste Infrastructure System, and, in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to increase source reduction, materials recovery, recycling, organic processing or other waste diversion in the region as may be required by law or which result in the long-term preservation of landfill disposal capacity and to keep the Waste Infrastructure System open for the receipt of Acceptable Waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be reasonably necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Waste Infrastructure System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for new services relating to Source-Separated Household Hazardous Waste or with respect to cities which are not parties to an Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Waste Infrastructure System's viability.

(C) Designated Facilities. County and City will coordinate in determining the primary landfill used for disposal and processing of Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System the County shall have the right to redirect Controllable Waste to another landfill within the Waste Infrastructure System for the duration of the situation, event or circumstance; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste. In no event shall the County be required to accept Controllable Waste if it does not have sufficient permitted disposal capacity within the Waste Infrastructure System.

(D) Compliance with Service Covenant Not Excused for any Reason. Commencing on the

Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Service Covenant are more costly than the previously used means and methods, County shall be entitled to a corresponding Contract Rate increase to cover any associated additional costs pursuant to the provisions of Section 4.2 of this Agreement.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

- (1) Hazardous Waste;
- (2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;
- (3) Waste that does not constitute Acceptable Waste;
- (4) Acceptable Waste delivered by City but originating from or generated outside the jurisdiction of the City;
- (5) Controllable Waste consisting primarily of construction and demolition debris or inert material which may cause a particular facility's daily tonnage limit to be exceeded;
- (6) Acceptable Waste in excess of permitted limits; and
- (7) Acceptable Waste that would result in County violating Applicable Law.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Waste Infrastructure System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Waste Infrastructure System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Waste Infrastructure System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Waste Infrastructure System has not been designed or permitted to accept Hazardous Waste or Hazardous Substances, and is

not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste, Hazardous Material or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Waste Infrastructure System. City shall be responsible for the costs of removal, and any regulatory fines, associated with the knowing delivery of any Hazardous Substances to the Waste Infrastructure System by the City or its Franchise Hauler.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any facility within the Waste Infrastructure System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a facility within the Waste Infrastructure System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any facility within the Waste Infrastructure System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE.

Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such material, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Waste Infrastructure System open for the receiving of Acceptable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Waste Infrastructure System. The County reserves the right to modify the operating days and hours to comply with Applicable law or as otherwise may be deemed necessary by the County.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Waste Infrastructure System as required by Applicable Law. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party.

(D) Review of Records. Each Party may review the other Party's books and records with respect to matters relevant to the performance by either Party under this Agreement or otherwise related to the operation of the Waste Infrastructure System to the extent allowed under the California Public Records Act (interpreted as if the Parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers. Agreements entered into during this period shall have terms

and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities, including any city, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Waste Infrastructure System to establish a Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Disposal Rate be less than the Contract Rate. In addition, the County shall reserve the right in any such agreement to at any time, to the extent permitted by Applicable Law, refuse to receive and dispose of Acceptable Waste from any city, Special District, Sanitary District, Franchise Hauler and Independent Hauler if and to the extent that such receipt and disposal might materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the WISE Agreements to which each is a party.

(C) Posted Disposal Rate. The Posted Disposal Rate shall at all times be at least 10% higher than the Contract Rate.

(D) Self-Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Waste Infrastructure System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into Importation Agreement(s) with any public or private entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Waste Infrastructure System and to generate Net Import Revenues. In no event shall such Importation Agreements, entered into after the Commencement Date, include a per ton tipping fee or Disposal Rate for Imported Acceptable Waste that is less than the Contract Rate. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable WISE Agreements throughout the Term thereof; and, should the delivery of waste subject to Importation Agreements adversely affect the County's ability to receive and dispose of Controllable Waste from Participating Cities the County will prioritize receipt and disposal of Controllable Waste delivered pursuant to applicable WISE Agreements.

(F) Application and Use of Revenues From Other Users.

(1) County Acceptable Waste: Throughout the Term hereof, all revenues received by the County from the disposal or processing of County Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages, grants, awards or revenue received by the County in connection with the Waste Infrastructure System), shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Waste Infrastructure System.

(2) Imported Acceptable Waste: Throughout the Term hereof, all revenues received by the County, pursuant to an Importation Agreement, for the disposal or processing of Imported Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages or revenue received by the County in connection with the Waste Infrastructure System), shall first be applied toward all of the costs attributable to the acceptance and management of such Imported Acceptable Waste into the Waste Infrastructure System. Costs attributable to the disposal of Imported Acceptable Waste include, but are not limited to, deposits to the Environmental Fund, deposits to closure and post-closure reserves, Host Fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), State surcharges, regulatory fees, charges or penalties, and a pro rata share of capital project costs. Revenue remaining after costs attributable to the disposal and management of Imported Acceptable Waste shall be considered "Net Import Revenues" and shall be calculated and distributed as follows:

(i) Calculation: Net Import Revenues are estimated to be 30% of the revenues received

by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Waste Infrastructure System are located.)

(ii) Distribution: Net Import Revenues shall be distributed as follows;

- a. 50% of any Net Import Revenues shall be paid to the County General Fund.
- b. 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 1 for use for any purpose by the Participating City, including but not limited to State mandated solid waste programs. Payments of such amount to the County General Fund and the Participating Cities shall be made by the County within ninety (90) days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 1.
- c. The percentages set forth in Appendix 1 with respect to each Participating City shall be annually reviewed and adjusted every five (5) years by the County to reflect the percentage of deliveries of Acceptable Waste from each Participating City averaged over the last five (5) years. The County shall notify Participating Cities of the revised percentages in Appendix 1 within one hundred and twenty (120) days of the end of each fiscal year.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling and Diversion Services. Unless otherwise specifically provided in this Agreement, County is not required to provide for any source reduction, materials recovery, recycling, organic processing or other waste diversion services under this Agreement. However, County may choose to provide County-Wide Recycling Services funded through the County OC Waste & Recycling Enterprise Fund at its sole discretion on the condition that provision of said services shall be funded in a manner that does not impact the Contract Rate without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) Organic Processing and Diversion Services. The County has developed Organics Infrastructure and programs available to interested Cities intended to assist Cities in meeting their diversion and Organic Legislative Recycled Organic Waste Procurement goals and to promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law. Cities interested in receiving County provided Organic Processing Services may enter into the separate Organic Services Agreement (“OSA”) provided in Appendix 5 of this Agreement.

(C) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(D) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to reasonably cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB 1383. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(E) Recycling Market Development Zone (“RMDZ”) Program. The RMDZ program, administered by the California Department of Resource Recycling and Recovery (CalRecycle), combines recycling with economic development to support business that use materials from the waste stream to manufacture their products. The program offers loans, technical assistance and product marketing to eligible businesses located within designated zones. City agrees to reasonably cooperate and collaborate with County in support of the RMDZ program.

(F) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Special Districts, Sanitary Districts, Franchise Haulers, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the WISE Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance, disposal, and processing of Controllable Waste delivered to the Waste Infrastructure System by City or its Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each City or Franchise Hauler shall be a three (3) year progressive Contract Rate of **\$67/ton** (July 1 2026 through June 30, 2027), **\$74/ton** (July 1, 2027 through June 30, 2028), and **\$81/ton** (July 1, 2028 through June 30, 2029) and contingent on the delivery to the Waste Infrastructure System of an amount of City Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2 including but not limited to:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or State statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3;

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) County determination that the Department revenue is insufficient to meet Full Cost Recovery requirements.

(v) increased costs incurred by the County due to the occurrence of one or more Changes in Law;

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3;

(vii) Provision of new or expanded services, provided on terms as agreed to by the Parties.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii), (iii) (iv) or (vi) above, the County shall utilize the following remedies in the following order of priority:

(1) reduce the costs of operating the Disposal System to the extent practicable; and

(2) at the sole discretion of the County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (v) or (vii) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that, where appropriate, it will evaluate the feasibility of long-term financing for significant capital costs. Notwithstanding the forgoing, no adjustment to the Contract Rate shall occur as a result of costs associated with the programs identified in Section 3.7, without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

- (i) reduce the costs of operating the Waste Infrastructure System to the extent practicable;
- (ii) at the sole discretion of County, utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Waste Infrastructure System;
- (iii) at the sole discretion of County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System; and
- (iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on one-hundred eighty (180) days written notice to the City. In addition, in the event that Waste Infrastructure expenses are lower than estimated or actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute “Restricted Reserves”.

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement shall occur in a manner as agreed between the parties, and may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to establish special charges for the provision of new or expanded services or the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Should the County wish to provide new or expanded services to Cities, it may charge for such services upon agreement of City. Special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I)

(F) Annual CPI Escalation. Subject to the application of the Contract Rate True-up (provided

below), the Contract Rate shall be adjusted each July 1, beginning 2029, in an amount equal to the percentage change in the CPI (as defined above) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment (the “Annual CPI Adjustment”). For example: The July 1, 2029 Annual CPI Adjustment to the Contract Rate shall be based upon the change in CPI from October 2027, to October 2028, referred to as year 1 and year 2 respectively in the following example.

Formula to calculate percentage change in the Contract Rate based on Annual CPI Adjustment :

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}} \right] - 1 = \% \text{ increase in Contract Rate}$$

Step 2: Current Contract Rate x (1 + % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2029, the County shall provide the City with notice of the Annual CPI Adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County shall calculate the new Contract Rate each year.

In the event that the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered “year 1” in calculating the change in the Contract Rate.

For example, if the change in CPI is measured as follows: October 2027 = 205, October 2028 = 204, October 2029 = 201, October 2030 = 208, then there would be no adjustment in July 2029, or July 2030, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2031.

Contract Rate True-up: On an annual basis, no later than each April 30, beginning April 30, 2030, the County shall conduct an annual review of factors pertaining to the most recently completed fiscal year(s) including but not limited to, tonnage received throughout the Waste Infrastructure System, Cumulative Tonnage Targets identified in Appendix 2, revenue received from all sources, Department expenditures, and other factors that make up Department’s total costs. County shall notify City prior to April 30, 2030 (and every April 30 thereafter) and advise whether the Annual CPI Adjustment to the Contract Rate should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Contract Rate should be increased beyond the Annual CPI Adjustment as defined above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

Within thirty (30) days of finalizing each annual review, the County shall transmit its findings and the bases thereof to Participating Cities at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss reviews, findings, and bases of findings. At the request of 50% of Participating Cities, County agrees to meet and confer in good faith with OCCMA, within sixty (60) days to discuss retention of a consultant acceptable to both the County and OCCMA to conduct an independent review of the County’s annual review findings.

Nothing in this section shall be interpreted as limiting the County’s rights under Section 4.2(A).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by State, federal or other agencies (e.g., the State’s Integrated Waste Management fee, which is currently \$1.40 per ton, but is expected to increase during the term of this Agreement). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) [RESERVED]

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least ninety (90) days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least forty five (45) days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Waste Infrastructure System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least ten (10) days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within thirty (30) days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve (12) months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within forty five (45) days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) Court days of filing the Action, the Challenging Cities shall personally serve on the County Counsel, with copy provided to the Clerk of the Board both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities, or on behalf of them by their legal counsel.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, County Counsel shall execute the Expedited Rate Determination Stipulation and deliver it as well as the County's answer to the complaint in the Action, by electronic means, to the Challenging Cities through their counsel of record. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The Parties agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq.*, or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly

make *ex parte* application to the Orange County Superior Court in the Action for the issuance of an order reflecting the procedural requirements and timelines contained in the Expedited Rate Determination Stipulation, provided however, the timelines may be adjusted by the Court as it deems may be needed for its convenience. As part of such *ex parte* application, the County and the Challenging Cities shall expressly seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date (effectively a trial date) in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the Court and electronically serve upon County Counsel the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County Waste Management Commission in connection with its decision, the transcript of the proceedings of the Board of Supervisors meeting(s), and the Orange County Waste Management Commission, the minutes of the Board of Supervisors and the Orange County Waste Management Commission meeting, and the resolution and/or other documentation evidencing the action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the Court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and electronically serve upon the Challenging Cities' Counsel the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and electronically serve upon County Counsel a reply rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a law and motion hearing, similar to a hearing on a writ, which shall be conducted at the date set by the Court in connection with the *ex parte* application conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the Court. If the Court requests the parties to prepare supplemental briefs in response to any question or issue raised by the Court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The Court shall be advised that the Parties request that it issue a written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination, although the Parties recognize that the Court has discretion to act as it deems appropriate in accord with applicable laws in connection with the timing thereof.

(11) If the Court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within thirty (30) days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the Overdue Rate. If agreed by the Parties, as an alternative such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve (12) months), applied in a manner such that it provides full reimbursement of the amounts described above (including the Overdue Rate, to be applied consistent with provisions of Section 7.14 hereof.)

(12) In the event that the Court does not sign the order contained in the Expedited Rate Determination Stipulation and set the matter for disposition as contemplated herein, the County and the Challenging

Cities shall, within twenty (20) days following the issuance of the Court's order or decision not to do so and thereby honor the parties' stipulation, make application to the Orange County Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the Court, to a new trial after the Court renders a decision, and to any appeal or review of the decision of the Court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE, AND OTHER AMOUNTS DUE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Waste Infrastructure System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate and other amounts due from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate and other amounts due, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate and other amounts due. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers on behalf of City other than City municipal collection forces, the obligation to pay the Contract Rate and other amounts due shall rest with such Franchise Haulers. Franchise Hauler shall pay the Contract Rate or other amounts due or any portion thereof when due. In the event of any such failure by Hauler, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment from Franchise Hauler. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within thirty (30) days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within thirty (30) days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE OR OTHER AMOUNTS DUE. The County shall continue to bill Contract Rates and other amounts due after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Waste Infrastructure System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Waste Infrastructure System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Waste Infrastructure System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with Unrestricted Reserves or other funds of the County attributable to the Waste Infrastructure System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Waste Infrastructure System to the extent required by Applicable Law;

- (ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Waste Infrastructure System;
- (iii) reserves established to protect the Waste Infrastructure System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);
- (iv) amounts reserved to pay the costs of capital improvements with respect to the Waste Infrastructure System;
- (v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;
- (vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to CalRecycle);
- (vii) reserves required to meet bond covenants pursuant to financing agreements for Waste Infrastructure System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;
- (viii) security deposits from landfill deferred payment program users;
- (ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);
- (x) AB 939 surcharges;
- (xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and
- (xii) an amount equal to three (3) months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Waste Infrastructure System, services, and the fiscal activities of the OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Waste Infrastructure System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;
2. Imported Acceptable Waste, in tons;
3. Revenues and expenditures;
4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System; and
5. Projected liabilities for closure and post closure as well as reasonable reserves for

other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Waste Infrastructure System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager/General Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

Within thirty (30) calendar days of finalizing each annual update of the Ten-Year Projection, County shall transmit the Ten-Year Projection via email to the City and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss the updated Ten-Year Projections at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA.

ARTICLE V BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The Parties agree that in the event either Party breaches any obligation under this Agreement or any representation made by either Party hereunder is untrue in any material respect, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither Party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon ninety (90) days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve (12) months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) **By City.** Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) **By County.** Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the City or its Franchise Hauler to substantially perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for

cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

ARTICLE VI TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of ten (10) years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2035. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(C), the parties shall, on or before January 31, 2036 negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

- (i) actual cost of operations;
- (ii) population growth;
- (iii) increase or decrease in available tonnage;
- (iv) economic and disposal market conditions in the Southern California region;
- (v) new regulatory requirements;
- (vi) Changes in Law;

- (vii) changes in transportation and technology;
- (viii) closure and expansion of nearby landfills;
- (ix) capacity of the Disposal System;
- (x) provision of new and/or expanded services; and
- (xi) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 7.2, 7.3, 7.6, 7.7, 7.8, and 7.9 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The Parties acknowledge that the Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the Participation Threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each Party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect until they expire or are terminated.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which Participating Cities reach the Participation Threshold. Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the Cities which have theretofore executed Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City on substantially the same terms and conditions as this Agreement.

(E) Failure of Condition. If by June 30, 2026, or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date.

ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE WASTE INFRASTRUCTURE SYSTEM.

The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Waste Infrastructure System in accordance with Applicable Law and the operating rules and regulations of the Department and other applicable regulatory agencies.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within fifteen (15) days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such Party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Waste Infrastructure System. While the delay continues, the County or City shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Waste Infrastructure Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend (with counsel selected by County) and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable State statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine for any reason, other than a disabling conflict of interest, that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, whether the County or the City provides legal counsel and shall, as a condition to County's provision of this indemnity, coordinate and cooperate fully with the County in the defense of any claims to which this Section applies.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the

other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. If the City maintains a City Solid Waste Enterprise Fund with at least one year's anticipated costs for disposal and processing of City Acceptable Waste the sole recourse of the County for all such amounts shall be to the funds held in any such City Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any Party hereto may have to or against the other Party as of the Contract Date relating to the receipt of Acceptable Waste in the Waste Infrastructure System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Waste Infrastructure System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting, transporting or processing of Acceptable Waste, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be the sole liability of City, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 7.11 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT.

(A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

(B) Sale. The County shall not enter into any agreement for the sale of the Waste Infrastructure System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

Section 7.17 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date _____

By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date _____

By _____
[Chet Simmons]
City Manager
City of Los Alamitos

Date _____

By _____
[Windmera Quintanar]
City Clerk, MMC/
Director of Communications
City of Los Alamitos

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTIONS 3.6(F) AND 6.2(b)

<i>Jurisdiction</i>	<i>Percentage of County Acceptable Waste</i>
Aliso Viejo	0.82%
Anaheim	14.78%
Brea	2.62%
Buena Park	1.02%
Costa Mesa/Costa Mesa Sanitary District (2)	3.41%
Cypress	0.85%
Dana Point	1.33%
Fountain Valley	1.63%
Fullerton	4.08%
Garden Grove Sanitary District (Garden Grove)	4.74%
Huntington Beach	5.91%
Irvine	9.64%
La Habra	1.72%
La Palma	1.27%
Laguna Beach	1.18%
Laguna Hills	0.89%
Laguna Niguel	1.44%
Laguna Woods	0.28%
Lake Forest	2.14%
Los Alamitos	0.33%
Midway City Sanitary District (Westminster)	2.47%
Mission Viejo	2.33%
Newport Beach	3.58%
Orange	5.25%
Placentia	1.39%
Rancho Santa Margarita	1.03%
San Clemente	2.43%
San Juan Capistrano	2.93%
Santa Ana	9.45%
Seal Beach	0.52%
Stanton	1.47%
Tustin	2.04%
Unincorporated Orange County (1)	3.19%
Villa Park	0.16%
Yorba Linda	1.68%
Total	100%

(1) Unincorporated County Area is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement. For the distribution of Net Import Revenues, the County of Orange shall receive 50% of any Net Import Revenues received in accordance with Section 3.6(F)(2)(i) of this Agreement. The County of Orange shall also receive the Unincorporated Area distribution set forth in this Appendix 1, as periodically modified in accordance with Section 3.6(F)(2)(ii) of this Agreement.

(2) The City of Costa Mesa and the Costa Mesa Sanitation District have separate WISE Agreements. Costa Mesa Sanitation District Acceptable Waste tonnage is based on City of Costa Mesa Acceptable Waste tonnage and Importation Revenue is calculated based on City of Costa Mesa Acceptable Waste tonnage delivered to the Waste Infrastructure System.

(3) NOTE: A participating City will only be included for purposes of determining the Commencement Date upon (i) execution of a WISE Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City.

APPENDIX 2
CUMULATIVE TONNAGE

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

<i>Fiscal Year (Ending June 30)</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
2026	3,343,282	3,343,282
2027	3,278,595	6,621,877
2028	3,029,924	9,651,801
2029	2,982,454	12,634,255
2030	2,411,983	15,046,238
2031	2,261,201	17,307,439
2032	2,225,152	19,532,591
2033	2,181,838	21,714,429
2034	2,187,041	23,901,470
2035	2,219,362	26,120,832
2036	2,224,792	28,345,624

APPENDIX 3
CUMULATIVE CAPITAL COSTS

APPENDIX 3

**CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi**

<i>Fiscal Year (Ending June 30)</i>	<i>Annual Capital Costs</i>	<i>Cumulative Capital Costs</i>
2026	\$72,599,664	\$72,599,664
2027	\$79,950,000	\$152,549,664
2028	\$155,135,000	\$307,684,664
2029	\$136,185,000	\$443,869,664
2030	\$41,171,500	\$485,041,164
2031	\$16,745,000	\$501,786,164
2032	\$18,165,000	\$519,951,164
2033	\$36,605,000	\$556,556,164
2034	\$30,100,000	\$586,656,164
2035	\$1,510,000	\$588,166,164
2036	\$25,000,000	\$613,166,164

APPENDIX 4

FRANCHISE HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of _____ (the “Acknowledgment”), and between the _____ (the “City”) and _____ (the “Franchise Hauler”).

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled _____ dated as of _____ (the “Franchise”); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the “Authorization”) which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise [SUBSTITUTE “AUTHORIZATION” THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein (“Franchise Waste”) generated within the City; and

WHEREAS, the County of Orange (the “County”) owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the “WISE Agreement”), dated as of _____; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler’s agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler’s right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.
2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest

on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of _____ day of _____, _____.

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

(Franchise Hauler)

Signature: _____

Printed Name: _____

Title: _____

Appendix 5

ORGANIC SERVICES AGREEMENT

Appendix 5

ORGANIC SERVICES AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and

Dated_____, 2025

County Authorization Date:

City Authorization Date:

County Notice Address:

City Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

ORGANIC SERVICES AGREEMENT

THIS ORGANIC SERVICES AGREEMENT (“Organics Agreement” or “OSA”) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the City designated on the cover page of this Agreement (the “City”). County and City may hereinafter be referred to singularly as “Party” or collectively as “Parties.”.

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills (“County Landfills”), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the “Act”) and the Short-lived Climate Pollutants Reduction Act (“SB 1383”). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements (“WDAs”), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation (“Organics Legislation”) that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State’s landfills was identified as a significant source of methane that could be reduced.

Prior to the passage of Organics Legislation, Processed Green Material (“PGM”) could be utilized as Alternative Daily Cover (“ADC”) for landfill operations and qualified for diversion credit. However, passage of Assembly Bill 1594 resulted in PGM used as ADC no longer being eligible for diversion credit starting on January 1, 2020.

In addition to the loss of diversion eligibility for PGM used as ADC, SB 1383 requires a 50% reduction in the disposal of Organic Waste by January 1, 2020 and a 75% reduction of Organic Waste by January 1, 2025. In addition, the law requires 20% of edible food waste be recovered by 2025.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State’s increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates. (See Attachment 4)

To respond to Organics Legislation requirements, the County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the Disposal System.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Organics Agreement, on the terms and conditions set forth herein.

With the exception of the terms and organic specific provisions found in this Organics Agreement, the Parties intend that the provisions of the currently operative WDA and the replacement WISE Agreement that is being negotiated between the County and City are anticipated to become operative on July 1, 2026, be applied to this OSA.

The City has determined that the execution of this Organics Agreement by the City will serve the public health, safety and welfare of the City by providing enhanced organics processing to assist in the City in meeting its Organics Legislation diversion requirements, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Organics Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of organic material and the resulting service payment revenue to the Organics Infrastructure, thereby enabling the County to plan, manage, operate and finance improvements to the Organics Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. The definitions provided in the WDA and yet to be executed WISE Agreement shall be incorporated into this Agreement. The following terms shall be added and have the meanings set forth below.

“Acceptable Organic Waste” means Residential Organic Waste that consists of Green Material/Wood Waste, Agricultural Material, Manure, Vegetative Food Material, Food Waste and other organic material as may be authorized under the County's Compostable Material Handling Permits.

“Attachment” means an attachment to this OSA, as the same may be amended or modified from time to time in accordance with the terms hereof.

“CalRecycle” means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

”City Acceptable Organic Waste” means all Acceptable Organic Waste which was originally discarded by the first generator thereof within the geographical limits of the City and Residue Waste from the foregoing wherever produced, whether withing or outside the City.

“City Organic Tonnage Limit” the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Covenant as provided in Attachment 3.

“Commencement Date” means the date on which the obligations of the parties hereto commence.

“Contract Date” means the first date on which this OSA has been executed by both parties hereto.

“Controllable Organic Waste” means all City Acceptable Organic Waste with respect to which the City has the legal or contractual ability to determine the processing location and procurement requirements as they relate to the City’s Organics Legislation compliance requirements.

“Consumer Price Index” or “CPI” means the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG). In the event the forgoing index is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

“Initial Term” has the meaning specified in Section 5.1(A) hereof.

“Manure/Stable Bedding Program” means the programs used by the County to mix source separated uncontaminated horse manure and stable bedding into its Organic Infrastructure to create organic product. Current permit requirements set a maximum percentage of 20% manure/stable bedding (“Material”) by weight of total incoming feedstock. County agreement to accept Material is subject to payment of the Organic Contract Rate, available capacity, and compliance with the terms found in Attachment 2.

“Organic Contract Rate” has the meaning specified in Section 4.2 hereof.

“Organic Diversion Credit” means credit provided to a local jurisdiction or entity for implementing the diversion of Organic Waste from landfilling through specific activities recognized by the Department of Resources Recycling and Recovery (CalRecycle) including composting, anaerobic digestion, or other methods to meet the State’s waste diversion goals and statutes such as Assembly Bill 939, Assembly Bill 341, Assembly Bill 1594, Assembly Bill 1826, and SB 1383 through waste prevention, reuse, and recycling.

“Organic Infrastructure” means the County’s organics processing facilities and programs used to recycle and promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law as described in more detail in Attachment 1.

“Organics Legislation” means organics recycling legislation including Assembly Bill 1594, Assembly Bill 1826, SB1383 and any future legislation pertaining to the management and diversion of Organic Waste.

“Organic ROWP Procurement Credit” means credit provided to a jurisdiction to meet their Recovered Organic Waste Procurement Target under SB 1383 by procuring Recovered Organic Waste Products as permitted by CalRecycle.

“Organics Agreement” means this Organic Services Agreement (“OSA”) between the County and the City as the same may be amended or modified from time to time in accordance herewith.

“Organic Take-Back Goal” means the programs that City and County will work toward to create City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application.

“Organic Waste” means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

“Processed Green Material” (“PGM”) as defined in Title 27, California Code of Regulations §20690(b)(3) means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. This PGM standard is the standard that Controllable Organic Waste must meet in order to be accepted at County’s Organic Infrastructure under the OSA.

“Proportional Share” means 60% of the weight of Controllable Organic Waste City delivered by City to County’s Organics Infrastructure.

“Recovered Organic Waste Product” or “ROWP” means compost, mulch, renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion, and electricity from biomass conversion.

“Recycled City Organic Waste” means any otherwise Controllable Organic Waste which is separated from Acceptable Organic Waste by the generator thereof and composted by generator at home, community gardens or other processing and which is not placed in Franchise Hauler bin for collection.

“Renewal Term” has the meaning specified in Subsection 5.1(C) hereof.

“Residential Organic Waste” means Acceptable Organic Waste normally disposed of by or collected from residential (single family and multi-family) residences.

“Residual Waste” means any contaminants, inert materials, overs, or Acceptable Organic Waste that could not be processed at the Department’s Organic Infrastructure that required to be disposed within the Disposal System.

“Waste Disposal Agreement” (“WDA”) means the currently operative agreement between the Parties for the disposal of municipal solid waste that is currently set to expire on June 30, 2026. **With the exception of specific or conflicting provisions provided in this Organics Agreement, the Parties agree that the terms found in the WDA shall be applied to the interpretation of this OSA. For the purpose of interpretation of this OSA, the Parties also intend that the WDA be read to include terms such as Controllable Organic Waste, where appropriate.**

“Waste Infrastructure System” or “Disposal System” means active Class III sanitary landfills (“County Landfills”), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

“Waste Infrastructure System Enterprise Agreement” or “WISE Agreement” means each of the agreement between the parties that is expected to replace the current WDA that is set to expire on June 30, 2026.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder”, “herewith”, and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the Contract Date.

Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Organics Agreement, and this Organics Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this OSA, and this OSA has been duly executed and delivered by the County.

ARTICLE III DELIVERY AND ACCEPTANCE OF ORGANIC WASTE AND PROVISION OF ORGANIC PROCESSING SERVICES

SECTION 3.1 DELIVERY OF ORGANIC WASTE.

(A) Organic Waste Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this OSA, and subject to available Organic Infrastructure capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Organic Waste (up to City's Organic Tonnage Limit as provided in Attachment 3) to the Waste

Infrastructure System in accordance with the terms of this OSA.

(B) Recycled City Organic Waste.

1. Non-Mandatory Organic Waste City Programs: The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Organic Waste generated in the City and delivered to the Organic Infrastructure by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Organic Contract Rate as may be negotiated by the Parties as authorized under this OSA, and shall not constitute a breach of this Agreement.)
2. Mandatory Organic Waste City Collection Programs: City shall provide data and information to County regarding City's mandatory Organic Waste collection programs including but not limited to the tonnage of organics collected by the City for diversion under this OSA. The information will be used to provide education and outreach for participation with the goal of minimizing contamination and increasing diversion.

(C) Organic Diversion Credit. City shall receive Organic Diversion Credit for City's Controllable Organic Waste minus any Residual Waste delivered by City and accepted by County and processed into Recovered Organic Waste Product at the County's Organic Infrastructure.

(D) Organic ROWP Procurement Credit. City shall receive Organic ROWP reports for finished recovered organics waste products procured from County that meets the procurement requirements of Title 14 of the California Code of Regulations, Section 18993.1 et seq. City shall receive Organic ROWP Procurement Credit as follows:

1. County will assist City in developing local City programs and opportunities designed to enable the City to meet its own ROWP requirements.
2. City shall be entitled to "take back" its Proportional Share of SB 1383 compliant, STA Certified compost, mulch or other ROWP products from County Organics Infrastructure and used as ROWP Procurement Credit.
3. County will provide reports and allocate credit associated with City resident ROWP pickup as well as commercial landscapers from City that collect ROWP from County Organic Infrastructure.
4. City will be eligible to receive ROWP Procurement Credit for excess Acceptable Recovered Organic Waste Product that County is able to market beyond that needed for the County unincorporated areas or that is not otherwise committed. (*County makes no guarantees that it will provide City with 100% ROWP Procurement Credit.)

(E) Organic Take-Back Goal. City is not required to "take back" its Proportional Share of STA Certified finished compost, mulch, or other ROWP from the County's Organic Infrastructure, however City and County will work toward creating City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application ("Organic Take-Back Goal") to meet City's ROWP procurement requirements.

(F) Procurement of Additional ROWP. Pursuant to terms agreeable to both Parties, City may request to procure Recovered Organic Waste Product in addition to its Proportional Share within the same Contract Year.

(G) OSA Conditions. As a condition of participating in the County's Organics Infrastructure,

City agrees to the following terms:

1. All Controllable Organic Waste delivered to the County's Organics Infrastructure shall meet the standards as set forth in Attachment 2;
2. City or its Franchise Hauler shall pay the Organics Contract Rate for all Organic Waste delivered to the County's Organic Infrastructure for processing into Recovered Organic Waste Product;
3. City shall provide information to County on a quarterly basis that identifies where Controllable Organic Waste being delivered to the County's Organic Infrastructure originated and shall ensure that the organic material being delivered meets the definition of City Acceptable Organic Waste.
4. Bulk ROWP: City shall be entitled to arrange for the Take Back (at City cost) from County Organic Infrastructure compost, mulch and other Recovered Organic Waste Product in bulk form free of charge.
5. Non-Bulk ROWP: County may establish separate fees for provision of non-bulk material including but not limited to bagged material or compost wattles. City shall be entitled to arrange for the Take Back of Non-Bulk ROWP at City cost.
6. City's Proportional Share shall be calculated as 60% of the weight of Controllable Organic Waste City delivers to County's Organics Infrastructure by City.

(H) No Right of Organic Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver, or cause the delivery to the County's Organic Infrastructure, Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Organic Waste into the Waste Infrastructure System. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Organic Waste for any purpose hereunder.

SECTION 3.2 PROVISION OF ORGANIC PROCESSING SERVICES BY THE COUNTY.

(A) Organic Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of receiving and processing of City's Controllable Organic Waste (up to the City Organic Tonnage Limit provided in Attachment 3) at the County's Organics Infrastructure as described in more detail in Attachment 1. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Organic Service Covenant consistent with prudent solid waste management practice and environmental considerations and under Applicable Law.

(B) Receipt of Controllable Organic Waste. Upon acceptance of the Controllable Organic Waste that meets the PGM standards provided in Attachment 2, County shall process the Organic Waste into compost, mulch or other ROWP as specified in Title 14 of the California Code of Regulations Section 18993.1

(C) Education and Outreach. The Department will assist the City and its hauler in their efforts on Organic education and outreach with the goal of the City meeting its organic diversion and ROWP procurement requirements.

(D) Designated Facilities. County and City will coordinate in determining the primary organic processing facilities and tonnages (as reflected in Attachment 1) used for receiving and processing of Controllable Organic Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the Organics Infrastructure primarily used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System the County shall have the right to redirect Controllable Organic Waste to another landfill or County Organics Infrastructure within the Waste Infrastructure System for the duration of the situation, event or circumstance; In no event shall the County be required to accept Controlled Organic Waste if it does not have sufficient permitted organic processing capacity

within the Waste Infrastructure System.

(E) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Organic Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this OSA. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Organic Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Organic Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Organics Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Organic Service Covenant are more costly than the previously used means and methods, the Parties shall negotiate a mutually agreeable new Organic Contract Rate. If the Parties are unable to agree on a new Organic Contract Rate, the Parties may terminate this agreement without penalty with ninety (90) days notice.

SECTION 3.3 COUNTY RIGHT TO REFUSE ORGANIC WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

- (1) Hazardous Waste;
- (2) Acceptable Organic Waste delivered by City but originating from or generated outside the jurisdiction of the City;
- (3) Acceptable Organic Waste delivered in excess of the City Organic Tonnage Limit listed in the Attachment 3;
- (4) Acceptable Organic Waste in excess of permitted limits;
- (5) Acceptable Organic Waste that would result in County violating Applicable Law;
- (6) Controllable Organic Waste that does not meet the requirements found in Attachment 2;

SECTION 3.4 COUNTY PROVISION OF OTHER ORGANIC WASTE DIVERSION SERVICES.

(A) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, City will be provided an opportunity to participate in this service on terms separately agreed to by the Parties.

(B) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB1383.

(C) Separate City -County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person, jurisdiction, or entity to provide source reduction, materials recovery, recycling, composting or other waste diversion services.

ARTICLE IV ORGANIC CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF ORGANIC CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect an Organic Contract Rate for the acceptance and processing of Controllable Organic Waste delivered to the Organic Infrastructure by City or its Franchise Hauler. City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Organic Contract Rates.

SECTION 4.2 ORGANIC CONTRACT RATE.

(A) Establishment of Contract Rate. The Organic Contract Rate payable by each City or Franchise Hauler shall be **\$67/Ton** up to the City Organic Tonnage Limit.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for items such as bagged material or compost wattles; new or expanded services; or receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps, biosolids and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

(C) Escalation.

1. Annual CPI Adjustment: The Organics Contract Rate shall be adjusted each July 1, beginning 2027. The change will be equal to the percentage change in the Consumer Price Index - Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment. In the event that the change in the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year.

Organic Contract Rate True-up: County will notify City prior to April 30, 2029 (and every three (3) years thereafter) and advise whether actual inflation rate since execution should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Organic Contract Rate should be increased beyond CPI as described above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

2. Adjustment Resulting from Increased Fees: In addition to the other adjustments specified herein, the Organic Contract Rate shall be automatically adjusted to reflect the imposition of new fees or increases in existing fees relating to the County's processing of Controllable Organic Waste imposed by State, federal or other agencies. The County shall provide notice of any increase pursuant to this Section as soon as practicable after becoming aware of the imposition of any fees described above.

ARTICLE V TERM

SECTION 5.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Organic Services Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Bi-Annual Opener. In light of the significant changes in law by the California Legislature to address climate change, the Parties agree to meet at least bi-annually or earlier at the request of County to review the Organic Contract Rate and discuss the need for additional investment into the Organic Infrastructure to respond to existing or new legislative requirements, diversion requirements, provision of new services, or other matters of mutual concern to the Parties.

(C) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of 10 years (the “Renewal Term”) on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2034. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

ARTICLE VI GENERAL PROVISIONS

SECTION 6.1 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

SECTION 6.2 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney’s fees, costs and expenses.

SECTION 6.3 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 6.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 6.5 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 6.7 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 6.8 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 6.9 ASSIGNMENT OF AGREEMENT. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party’s sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

SECTION 6.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.9 hereof.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date _____

By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date _____

By _____
[NAME]
City Representative
City of XX

Date _____

By _____
[NAME]
City Representative
City of XX

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

The County of Orange owns and operates a network of three commercial organic processing facilities co-located at each of the active landfills. Each of the organic processing facilities have the ability to receive organic material and to produce organic products for cities to meet their Take-Back requirements specified within this agreement. Products produced at the organic processing facilities meet CalRecycle's SB 1383 procurement requirement and are certified under the US Composting Council's Standard of Testing Assurance (STA) Program. Product offerings include compost and composted mulch. Additional products may be offered as determined by the County.

A summary of each of the organic processing facilities is listed below:

Valencia Greenery (Co-Located at Olinda Alpha Landfill)

1942 N. Valencia Avenue

Brea, CA 92823

Permitted Maximum Tonnage (Open Windrow): 94 tons per day

Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 228 tons per day

Permitted Hours of Operation: Monday through Saturday 6:00 am to 4:00 pm

Ancillary Operation Hours: 24 hours per day/7 days a week

Bee Canyon Greenery (Co-Located at Frank R. Bowerman Landfill)

11002 Bee Canyon Access Road

Irvine, CA 92602

Permitted Maximum Tonnage (Open Windrow): 210 tons per day

Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 876 tons per day

Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm

Ancillary Operation Hours: 24 hours per day/7 days a week

Capistrano Greenery (Co-Located at Prima Deshecha Landfill)

32250 Avenida La Pata

San Juan Capistrano, CA 92675

Permitted Maximum Tonnage (Open Windrow): 204 tons per day

Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 536 tons per day

Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm

Ancillary Operation Hours: 24 hours per day/7 days a week

This list may be modified/expanded at the discretion of the County.

Attachment 2

**SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE
MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE**

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

DESCRIPTION

Processed Green Material (PGM) consists of yard waste, grass clippings, leaves, tree trimmings and plant-based materials which have been sorted to remove contamination and processed by shredding or grinding. PGM should not contain manure, stable waste or pet waste, which can create odors.

Processed Green Material is defined as following (California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 4, Section 20690 [b] [3]):

- **Processed Green Material** – means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed.

CONTAMINANT DEBRIS

The PGM should be free from all contaminant debris (glass, plastic, film plastic, metals, etc.) as well as salt and deleterious material such as clods, coarse objects, rocks, inert debris, and Material Recovery Facility (“MRF”) fines. County personnel visually inspect the PGM loads as they come in, making sure that the specifications are met and to determine if the loads are contaminated (i.e., mixed with paper, plastics and other trash.) If the loads appear to have unacceptable contamination in excess of 0.5% either by weight or volume, the PGM loads will not be allowed into the Organic Infrastructure and the City and/or hauler will be notified that contaminated PGM loads are unacceptable. The PGM will be deemed as municipal solid waste and the City and/or hauler will have the option to take the material to the landfill for disposal or be returned to the hauler’s facility for additional processing. For material that is physically dumped at the unloading area and is deemed unacceptable by OC Waste & Recycling staff, the material will be re-loaded into the transfer vehicle for reprocessing at hauler’s processing facility or sent to the landfill for disposal. Hauler will be charged the current “Hard-to-Handle” fee for re-loading services and disposal of unacceptable material.

SIZE

The particle size of the PGM acceptable is between ½-inch and 3 inches in length between ½-inch and 1 inch in width and between ½-inch and 1 inch in thickness. No particle should exceed 3 inches in any dimension.

MOISTURE CONTENT

The moisture content of the PGM should be in the range of 50-60 percent. If the PGM’s moisture content is unacceptable and cannot be received for processing at the County’s Organic Infrastructure Facilities, the material will be re-loaded into the transfer vehicle for reprocessing at hauler’s processing facility or sent to the landfill for disposal. The hauler will be charged the current “Hard-to-Handle” fee for re-loading services and disposal of unacceptable material.

FOOD WASTE

Residential food waste mixed with PGM as part of a city organic collection program is acceptable provided that the food waste is free of contaminant debris (glass, plastic, food packaging, non-compostable silverware, soiled napkins,

etc.). No commercial or source-separated food waste will be accepted except for cases where the County has entered into an agreement with a City to accept specific source separated organic material as Additional Feedstock as described below.

SOURCE SEPARATED MANURE

Subject to available capacity, City and/or Hauler may bring non-residential, source separated manure and stable bedding pursuant to the following Manure/Stable Bedding Program requirements:

1. **Material Quantity:** manure/stable bedding must be uncontaminated which means free of any hazardous materials, food waste packaging, plastics, glass, and any large bulky items and inert materials that need to be further sized or removed for composting. (“Material”)
2. **Material Volume:** County and City/Hauler will determine the anticipated volume of Material to ensure that the County’s Organic Infrastructure has sufficient capacity to manage the proposed amount of Material.
3. Material will be load checked to determine if it meets the established quality standards. If contaminants exceed 0.5% (by weight or volume), the load is deemed contaminated and not meeting quality standard for use in the Manure/Stable Bedding Program.
4. Material that is deemed unacceptable will be subject to the fees established by OCWR for this material type. Material that does not meet the established quality standards will be charged as follows:
 - a. If determined not to meet quality standards before Material is unloaded, standard disposal rates will apply.
 - b. If determined not to meet quality standards after Material is unloaded (or partially unloaded), hard-to-handle disposal rates will apply.
5. **Material Delivery:**
 - a. All Material deliveries will be scheduled and coordinated with OCWR prior to delivery. Any changes to material delivery quantities or days will be coordinated with OCWR prior to making the change.
 - b. While OCWR will remain as flexible as possible on timing of deliveries, material deliveries will be limited to Monday through Friday between 8:00 am and 2:00 pm and subject to holiday schedules. Should the delivery times change, then OCWR shall give two (2) days prior notice of the delivery time change.
 - c. Upon delivery, OCWR staff will record exact tonnage, name of hauler/transporter provider, and note distinguishing characteristics of feedstock and other pertinent information.
 - d. Deliveries made without OCWR prior approval may be refused or charged at the established rate.
 - e. OCWR reserves the right to deny a request to deliver for any reason. (i.e., OCWR does not guarantee that it will accept manure/stable bedding under this program. Instead, OCWR will accept Material based on its operational need and will make every effort to accommodate City’s/hauler Material except when a reduction or stoppage is needed.)

ADDITIONAL FEEDSTOCK

The County at its discretion may accept additional material types such as food waste and manure based on availability and permitting conditions at each of the County’s organic processing facilities. The County will work with City to identify the specifications for accepting the material types including scheduling of deliveries and quantities.

CHANGES TO SPECIFICATIONS

County reserves the right to modify the Specifications found in this Appendix due to a change in law or regulation or in consideration of operational or Organic Processing Infrastructure needs. County shall provide 90 days notice regarding changes to this Appendix.

Attachment 3

CITY ORGANIC TONNAGE LIMIT

Attachment 3

CITY ORGANIC TONNAGE LIMIT

The City Organic Tonnage Limit listed in the Attachment is the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Agreement.

Jurisdiction	Designated Greenery	City Organic Tonnage Limit		
		Daily Limit¹	Monthly Limit²	Annual Limit
TBD		_____ tons	_____ tons	_____ tons
TBD				
TBD				
TBD				

1. Daily Limit includes up to 20% by weight of source separated manure and stable bedding.
2. In the event City delivers less than their monthly limit, County may allocate unused City capacity at its discretion.

Attachment 4

ORGANIC INFRASTRUCTURE RESOLUTION

RESOLUTION NO. 19-19-031

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA DIRECTING OC WASTE & RECYCLING TO UTILIZE EXISTING COUNTY RESOURCES TO RESEARCH OPPORTUNITIES AND DEVELOP STRATEGIES TO ACHIEVE STATE IMPOSED ORGANICS RECYCLING MANDATES.

WHEREAS, in 1989 the State of California enacted AB 939 (Sher), The Integrated Waste Management Act, requiring jurisdictions to divert a minimum of 50% of waste then going to landfills;

WHEREAS, in 2014 the State of California enacted AB 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50% per capita disposal rate;

WHEREAS, in 2018, Orange County cities delivered approximately 513,000 tons of processed green material to Orange County landfills accepted for free to be used as alternative daily cover, saving the residents of Orange County more than \$17,000,000 over the comparable cost of disposal;

WHEREAS, beginning in 2020, due to the new influx of previously diverted processed green material several Orange County cities will have difficulty meeting the mandated 50% diversion rate due to a lack of organics processing infrastructure within Orange County;

WHEREAS, in 2016 the State of California enacted SB 1383 (Lara, Chapter 395, Statutes of 2016), establishing methane emissions reduction targets, to be achieved via even greater diversion of organics from landfills, in a statewide effort to reduce emissions of short-lived climate pollutants;

WHEREAS, the state continually increases the type and volume of organics that must be diverted from landfills and recycled;

WHEREAS, transportation is the most significant cost component to managing any waste stream, and the County Landfill system is well suited to receive and process organic material;

WHEREAS, the Orange County Board of Supervisors has considered the needs of Orange County and the need for additional organic recycling infrastructure;

WHEREAS, the Orange County Board of Supervisors supports protecting consumers via the creation of an organics recycling infrastructure within Orange County;

WHEREAS, the Orange County Board of Supervisors is committed to fulfilling its legal obligations to meet state mandates in a manner that is least burdensome to taxpayers;

NOW, THEREFORE BE IT RESOLVED, the Orange County Board of Supervisors acknowledges that the County has an interest in utilizing County resources to support the region in developing additional organics recycling infrastructure. The Board **HEREBY ORDERS** as follows:

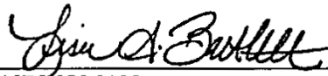
SECTION 1. OC Waste & Recycling (OCWR) shall research opportunities and use available county resources to develop strategies and programs to achieve state-imposed organics recycling mandates for County unincorporated areas and where feasible leverage and extend similar opportunities to serve other public agencies and incorporated portions of Orange County.

SECTION 2. OCWR shall work transparently with all stakeholders to achieve the above-stated goals.

SECTION 3. Authorize OCWR to seek opportunities for organics recycling grants to help offset the costs of organics recycling research, program implementation and other related expenses. OCWR shall comply with County policies in applying for and accepting grants.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 23, 2019, to wit:

AYES:	Supervisors:	LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL DONALD P. WAGNER, DOUG CHAFFEE
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	



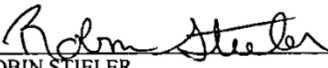
CHAIRWOMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.





ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 19-031
Agenda Date: 04/23/2019
Item No: 48



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stiel, Clerk of the Board of Supervisors

By. _____
Deputy

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of [23 March 2026] (the “Acknowledgment”), and between the [CITY OF LOS ALAMITOS] (the “City”) and [UNIVERSAL WASTE SYSTEMS, INC.] (the “Franchise Hauler”).

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled [LOS ALAMITOS SOLID WASTE SERVICES CONTRACT] dated as of [2021 December 06] (the “Franchise”); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the “Authorization”) which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise [REPLACE THIS AND SUBSEQUENT INSTANCES OF “Franchise” with “Authorization” IF YOUR AGENCY’S AGREEMENT IS NOT A FRANCHISE AGREEMENT; DELETE THIS BLUE HIGHLIGHTED TEXT] provides for the collection and disposal of certain municipal solid waste as described therein (“Franchise Waste”) generated within the City; and

WHEREAS, the County of Orange (the “County”) owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the “WISE Agreement”), dated as of [23 March 2026]; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler’s agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler’s right to receive the Contract Rate for such

disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler

hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 23 day of March, 2026.

“CITY”

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

“FRANCHISE HAULER”

Signature: _____

Printed Name: _____

Title: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 11G

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Ron Noda, Assistant City Manager/Development Services Director
Irving Montenegro Jr., Manager**

Subject: Notice of Completion (NOC) for Labourdette Park Project (CIP 24/25-02)

SUMMARY

This item recommends the City Council accept the Labourdette Park Project (CIP 24/25-02) located at 4401 Howard Avenue, as complete.

RECOMMENDATION

1. Approve the City Engineer's Notice of Completion (NOC) for the Labourdette Park Project (CIP 24/25-02) as completed by Marjani Builders, Inc.; and,
2. Authorize the City Clerk to record the Notice of Completion with the Orange County Recorder's Office; and,
3. Authorize City Staff to release the Project retention to Marjani Builders, Inc. in the amount of \$37,727.36, up to thirty-five (35) days after recording of the Notice of Completion.

BACKGROUND

This Park Capital Improvement Project is located on Howard Avenue between Noel Street and Lexington Drive, in the middle of the Midtown Neighborhood. It is approximately 0.44 acres in size and has not seen any improvements in over 25 years. The Park is leased from Golden State Water and additional underground infrastructure elements were included in the Park Project.

This Project was one of three parks identified for upgrades and improvements in recent years. The improvements included ADA accessibility, modern playground equipment with rubberized surfacing, exercise equipment for adults, improved and efficient lighting, and new landscaping. These enhancements reflect the City's ongoing commitment to upgrading and modernizing public infrastructure to promote a high quality of life for residents and to ensure that community spaces remain safe, accessible, and enjoyable for all.

DISCUSSION

To reduce the overall project costs, City Council approved the purchase of playground equipment through a cooperative purchase agreement with Sourcewell. This type of cooperative agreement enables cities to piggyback purchase of services or equipment with other government agencies and benefit from previously completed competitive bid processes

and economies of scale. The City did solicit construction bids in September of 2024. City received 3 bids and determined Marjani Builders, Inc was the lowest responsible bidder with a bid of \$736,826. Construction services included two change orders for a total of \$17,721.17 that was handled with the approved construction contingency.

The Project expenses were as follows:

Design, Plans & Specifications	\$ 56,849.90
Playground Equipment Purchase	\$ 180,807.30
Construction & Demolition	\$ 736,826.00
Construction Change Orders	\$ 17,721.17
Construction Inspection, Labor Comp	\$ 48,833.00
Misc (Plaque, Crane Rental, Tree Removal)	\$ 16,493.37
Total	\$1,057,530.74

FISCAL IMPACT

The Labourdette Park Project was part of the approved Capital Improvement Program for FY 24/25 with a budget of \$700,000 from Community Development Block Grant (CDBG) and General Fund monies. City Council subsequently approved staff's request for an additional General Fund appropriation of \$650,000, bringing the total project budget to \$1,350,000. The Project was completed within the approved budget and resulted in cost savings, with final expenditures coming in below the total allocated amount. Any remaining project funds will be returned to the General Fund.

Attachment: 1. Notice of Completion - Laboudette Park Project (CIP 24/25-02)

RECORDING REQUESTED BY
AND MAIL TO:

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

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383

for

“Labourdette Park Project”

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

“Demolition and construction services for Labourdette Park.”

4. The work was completed on 01/26/2026
5. The contractor was: Marjani Builders, Inc.

Dated _____

Frank Sanchez, Deputy City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Ron Noda, Assistant City Manager of Los Alamitos, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the facts therein stated are true.

Ron Noda, Assistant City Manager

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 11H

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Professional Services Agreement with Bordin Semmer LLP

SUMMARY

The purpose of this report is to seek approval for a Professional Services Agreement with Bordin Semmer LLP to provide on-call and as-needed legal defense services to the City.

RECOMMENDATION

Authorize the Mayor to execute the Professional Services Agreement with Bordin Semmer LLP to represent the City in connection with future defense lawsuits.

BACKGROUND

George Hills, our third-party liability claims administrator, recommended the City retain Bordin Martorell LLP in 2017, to defend the City against personal injury claims filed against the City. In closed session on March 20, 2017 the City Council instructed the City Attorney and Staff to contact attorney Joshua Bordin-Wosk to consider retaining the law firm of Bordin Martorell LLP to defend the City regarding claims and potential lawsuits. On April 17, 2017 the City entered into a Professional Services Agreement with Bordin Martorell LLP. Bordin Martorell LLP has since changed its name to Bordin Semmer LLP. Staff is now seeking approval of the agreement to retain and continue working with Bordin Semmer LLP to represent the City in various claims or lawsuits as needed.

DISCUSSION

The law firm of Bordin Semmer LLP, is a competent defense counsel who have been successful in working with the City of Los Alamitos and George Hills in the past. Joshua Bordin-Wosk emphasizes his practice on government entity defense. Throughout his years as a litigator, Mr. Bordin-Wosk has represented various counties, cities, and school districts in Southern California. Mr. Bordin-Wosk prides himself as an aggressive, thorough, creative and well-prepared litigator, negotiator and trial attorney. Mr. Bordin-Wosk enjoys being in the Courtroom and has successfully tried numerous cases on behalf of government entities.

Staff recommends that the agreement be updated to the current name, Bordin Semmer LLP, and expand the scope of services to include defense representation for future claims.

FISCAL IMPACT

Sufficient funds for third-party claims administration have been included within the Budget.

Attachment: 1. PSA DRAFT 1 - Bordin Semmer LLP (NEW - As of 03.18.26)

PROFESSIONAL SERVICES AGREEMENT
City of Los Alamitos / Bordin Semmer LLP

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2026 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation (“City”), and Bordin Semmer LLP, a Limited Liability Partnership (“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 on-call and as-needed legal defense services to the City in response to various claims filed against the City by individuals and/or entities.

B. Firm has submitted to City a written proposal, dated January 01, 2026, to provide such legal defense services to the City.

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 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 Retainer and Deposit Agreement, dated January 01, 2026, attached hereto as Exhibit “A” (“Scope of Services” and/or “Services”). Firm shall provide the Services in compliance with all terms and conditions of this Agreement. Firm warrants that all 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.

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 (2nd) the Scope of Services.

1.2 Compliance with Law. All 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 Services. If Firm performs any 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 Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the 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 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 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 Services.

1.4 Care in Performance of 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 Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by the City, except such losses or damages as may be caused by City's own negligence.

1.5 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.

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the Scope of Services. Attorney's fees will be billed at a rate of two-hundred and seventy dollars per hour (\$270.00). 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 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 one year, commencing on January 01, 2026 and ending on January 01, 2027, unless earlier terminated as provided herein, or extended, in writing, by mutual agreement of the Parties.

4. COORDINATION OF 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 Services and to make all decisions in connection therewith: Joshua Bordin-Wosk. 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 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 the City Manager or their designee, 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 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 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 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 Services subject to the requirements of this Agreement. The personnel performing the 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 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 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 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 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.

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 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, 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 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 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 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 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 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 Services.

5.2.1.4 Firm shall not perform any 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 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 Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) 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 Two Million Dollars (\$2,000,000.00) 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 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:

5.4.1.2 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 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:

5.9.1 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.

5.9.2 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.

5.9.3 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.

5.9.4 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.

6. REPORTS AND RECORDS

6.1 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 Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such 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.

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

6.3 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.

6.4 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 Services shall not be released publicly without the prior written approval of the Contract Officer.

7. ENFORCEMENT OF AGREEMENT

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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 Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 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.

8.2 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.

9. MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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 – BORDIN SEMMER LLP.

To City:

Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

With copy to:

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

To Firm:

Bordin Semmer LLP
Joshua Bordin-Wosk
6100 Center Drive, Suite 1100
Los Angeles, CA 90045
jbordinwosk@bordinsemmer.com

9.3 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.

9.4 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.

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

9.6 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.

9.7 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.

9.8 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”

City of Los Alamitos

By: _____
Tanya Doby
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Bordin Semmer LLP

By: _____
Joshua Bordin-Wosk

EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: January 01, 2026

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 23, 2026

ITEM NUMBER: 12A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Proposed Ordinance No. 2026-02 - Adding Chapter 9.28 to Title 9 of the Los Alamitos Municipal Code Relating to the Sale and Distribution of Kratom Products

SUMMARY

Consideration of a proposed ordinance to restrict the sale, distribution, and advertisement for sale of products containing any part of the leaf of the plant *Mitragyna speciosa* (more commonly known as the kratom plant), including a ban on products with a level of 7-hydroxymitragynine that is greater than 2 percent of the total alkaloids in the product. The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which the U.S. Food and Drug Administration has identified as having opioid-like characteristics, and which pose a threat to the public health and safety.

RECOMMENDATION

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2026-02; and,
2. City Attorney Daudt to read the title of Ordinance No. 2026-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.28 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS"

BACKGROUND

According to a survey conducted by the Substance Abuse and Mental Health Service Administration, approximately 1.7 million Americans aged 12 and older used kratom products in 2021. According to a report issued by the U.S. Food and Drug Administration ("FDA") in July of 2025, a chemical compound found within the leaves of the kratom plant "is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace." (*7-Hydroxymitragynine (7-OH): An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat*, U.S. Food and Drug Administration, July 29, 2025 (hereinafter "FDA Report").

The kratom plant (scientific name *Mitragyna speciosa*) is a tropical evergreen native to the wetlands of southeast Asia. Historically, the whole leaves of the kratom plant have been used to treat headaches, diarrhea, insomnia, anxiety, and opioid use withdrawal. More recently, kratom products have been used for recreational purposes with users reporting feelings of

euphoria per the FDA's Report. According to the FDA, there are no FDA-approved drugs containing kratom or kratom-derived substances such as 7-Hydroxymitragynine ("7-OH") or mitragynine, two substances found within the kratom leaf which produce psychoactive effects.

As reported by the FDA, "many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain 'enhanced' or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate stronger effects on users." (FDA Report at p. 5) Specifically, "7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone." (Id. at p. 4)

DISCUSSION

There are no FDA-approved uses for kratom and it is not legally marketed in the United States as an additive to any food product, dietary supplement, or as an ingredient in any drug. Nonetheless, kratom products are being sold throughout the country with little to no regulation. As a result, several states and local governments have adopted regulations pertaining to the sale of kratom products. In fact, several states, such as Alabama, Arkansas, Indiana, Louisiana, Rhode Island, Vermont, and Wisconsin have taken steps to ban kratom products. On the other hand, the State of California does not regulate kratom products in any manner.

Locally, the cities of San Diego, Newport Beach, Huntington Beach, and Tustin have adopted ordinances prohibiting the sale and distribution of kratom products, and the County of Orange has adopted an ordinance which bans the sale of products containing specified levels of 7-OH and regulates the sale of other kratom products.

If adopted, this ordinance would implement the approach taken by the County of Orange. The proposed ordinance would prohibit the sale of any product containing a level of 7-OH that is greater than 2 percent of the total alkaloids in the product. Whole leaf kratom would not be subject to this ban, provided that the 7-OH threshold is not exceeded. Additionally, the sale and marketing of any kratom product to persons under 21 years of age would be prohibited. Violations of the ordinance would be punishable pursuant to the General Penalty provisions of the Los Alamitos Municipal Code (Chapters 1.20 and 1.24). Specifically, at the discretion of enforcement officers and/or the City Attorney, violations of the ordinance could be cited as criminal misdemeanor or infractions offenses, abated by civil action, and/or subject to issuance of civil administrative citations.

FISCAL IMPACT

Minimal fiscal impact associated with efforts to enforce prohibition by the City's Code enforcement and/or law enforcement personnel.

Attachment: 1. Ordinance No. 2026-02: Sale of Kratom Products

ORDINANCE NO. 2026-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.28
TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE
RELATING TO THE SALE AND DISTRIBUTION OF
KRATOM PRODUCTS**

WHEREAS, the City of Los Alamitos (“City”) is empowered pursuant to California Constitution, Article XI, Section 7, to make and enforce within its jurisdiction all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Health & Safety Code section 101450 empowers the City Council to take measures necessary to preserve and protect the public health, including adopting ordinances, regulations, and orders that are not in conflict with general laws; and,

WHEREAS, the kratom plant (*Mitragyna speciosa*) is a tropical evergreen tree native to Southeast Asia, the leaves of which contain psychoactive constituents, including the compounds mitragynine, and 7-Hydroxymitragynine (“7-OH”); and,

WHEREAS, the U.S. Food and Drug Administration (“FDA”) has stated that the increased availability and marketing of certain products containing kratom leaves and/or their components, particularly those with higher concentrations of 7-OH, poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated kratom products in the marketplace; and,

WHEREAS, the FDA has indicated that 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as fentanyl, oxycodone, and hydrocodone, and that the pharmacological profile, abuse liability, and emerging patterns of non-medical use establish 7-OH as a dangerous substance; and,

WHEREAS, despite the fact that the kratom leaf and its chemical components are unlawful when added to conventional foods, as dietary supplements, or as ingredients in any FDA-approved drug, there are currently no laws which prohibit sale of these products; and,

WHEREAS, the FDA has confirmed that current regulatory gaps have enabled widespread availability of kratom products despite their opioid-like properties which necessitates immediate policy intervention to address this emerging threat to the public health; and,

WHEREAS, kratom products are not regulated by the United States government, nor are they subject to government-mandated safety checks, which has resulted in a lack of oversight and safety standards for use, regulation of ingredients, purity levels, and dosage; and,

WHEREAS, various state and local governments have restricted the sale and distribution of kratom products in their respective jurisdictions; and,

WHEREAS, the City desires to restrict the sale and distribution of kratom and other products containing more than 2% 7-OH within the City in order to protect the public health and welfare of its residents.

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

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

SECTION 2. Chapter 9.28 (Sale and Distribution of Kratom Products) is hereby added to Title 9 (Public Peace and Welfare) of the Los Alamitos Municipal Code to read as follows:

Title 9 – Public Peace and Welfare.

Chapter 9.28 SALE AND DISTRIBUTION OF KRATOM PRODUCTS

§ 9.28.010 Definitions.

For the purpose of this Chapter, the following words and phrases are defined as follows:

“Attractive to children” means any of the following:

- (1) Use of images that are attractive to children, including, but not limited to, images of any of the following, except as part of required health warnings:
 - a. Cartoons, toys, or robots.
 - b. Any real or fictional humans.
 - c. Fictional animals or creatures.
 - d. Fruits or vegetables, except when used to accurately describe ingredients or flavors contained in a product.
- (2) Likeness to images, characters, or phrases that are popularly used to advertise to children.

- (3) Imitation of candy packaging or labeling, or other packaging and labeling of cereals, sweets, chips, or other food products typically marketed to children.
- (4) The terms “candy” or “candies” or variants in spelling such as “kandy” or “kandee”.
- (5) Brand names or close imitations of brand names of candies, cereals, sweets, chips, or other food products typically marketed to children.
- (6) Any other image or packaging that is easily confused with commercially available foods that do not contain kratom and are typically marketed to children.
- (7) Any other packaging used that is attractive to children considering all relevant facts and circumstances.

“Distribute” means to furnish, give away, exchange, transfer, deliver, or supply, whether or not for monetary gain.

“Kratom leaf” means any or all parts of the leaf of the plant *Mitragyna speciosa* that contains mitragynine or 7-Hydroxymitragynine.

“Kratom leaf extract” means the material obtained by extraction of kratom leaves by any means.

“Kratom product” means the leaf of the plant *Mitragyna speciosa* or any food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption that contains any part of the leaf of the plant *Mitragyna speciosa* or any extract, synthetic alkaloid, or synthetically derived compound of such plant or its leaf, including but not limited to, any powder, capsule, pill, beverage, or other edible product intended for human consumption.

“Person” means any individual or legal entity however constituted or organized.

“Sell” or “sale” means to furnish, exchange, transfer, deliver, or supply for monetary gain.

“Synthesized” means an alkaloid or alkaloid derivative that has been created by chemical synthesis or biosynthetic means (including but not limited to; fermentation, recombinant techniques, yeast derived, enzymatic techniques), rather than traditional food preparation techniques such as heating or extracting. It also includes alkaloids that has been further exposed to chemicals or processes that would confer a structural change in the alkaloids contained within the extract.

“Total alkaloids” means the sum of mitragynine, speciociliatine, speciogynine, paynantheine, and 7-hydroxymitragynine in a kratom product.

§ 9.28.020 Prohibition on Sale and Distribution of Kratom Products.

- A. It is unlawful for any person to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any kratom product to a person under 21 years of age.
- B. It is unlawful for any person to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any product, with a level of 7-hydroxymitragynine that is greater than 2 percent of the total alkaloids in the product.
- C. It is unlawful for any person to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any kratom product that is attractive to children.
- D. Any person that sells, advertises for sale, offers for sale, or distributes, directly or indirectly, any kratom product shall conduct age-verification to ensure compliance with subdivision (A) above.
- E. It is unlawful for any person sell, advertise for sale, offer for sale, or distribute, directly or indirectly kratom product that contains or is adulterated with synthesized or semi-synthesized kratom alkaloids or kratom constituents.

§ 9.28.030 Violations.

Any violation of this Chapter is unlawful and shall be subject to the penalties and enforcement mechanisms set forth in Title 1 of this Code.

SECTION 3. **Effective Date.** This Ordinance shall take effect on the 31st day after its adoption. The City Clerk or his or her duly appointed deputy shall certify to adoption of the Ordinance and cause this Ordinance to be published as required by law.

SECTION 4. **CEQA Exemption.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060, subdivision (c)(3) (the activity is not a project as defined in section 15378 and by Public Resources Code section 21065) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause,

phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this ___th day of _____, 2026.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 9th day of February, 2026, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2026, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk