

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

Or via teleconference with participation via Phone: (301) 715-8592
Meeting ID: 854 8416 5369

CITY COUNCIL AGENDA
SPECIAL MEETING

Monday, May 16, 2022 – 6:00 PM

SAFETY ALERT – NOTICE REGARDING COVID-19

Due to COVID-19, the above meeting of the City of Los Alamitos City Council may have some Council Members participating via teleconference pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20. The public may access the meeting in person or telephonically. Members of the public can access the meeting by phone by dialing **+1 (301) 715-8592** and enter the **Meeting ID: 854 8416 5369**. Your microphone will be disabled upon entry for the duration of the meeting.

If you wish to attend the City Council meeting in person, the Council Chamber located at 3191 Katella Ave., Los Alamitos, California 90720, will have seating for this meeting and the public shall have the right to observe and offer public comment at this location. The City of Los Alamitos continues to follow the Centers for Disease Control and Prevention (CDC) guidelines and these provisions are subject change with short notice.

While you may attend this meeting in person, given the health risks associated with COVID-19, please be advised that 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 "PUBLIC COMMENT". Comments **received by 3:00 p.m.** 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 but the official record will include all email comments received until the close of the meeting. You may also view the meeting live on local cable channel 3.

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.

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

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Doby will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Bates will give the Invocation.

5. PRESENTATIONS

A. Presentation of a Commendation to Nancy Fagen in Recognition of her 101st Birthday

B. Presentation to Lee's 5th Grade Elementary Team in Recognition of Being Receiving the California Parks and Recreation Society (CPRS) Volunteer Merit Award

C. Presentation of Certificates of Recognition to City of Los Alamitos' Staff Members who will be Graduating from High School and College

D. Presentation of a Proclamation to the Public Works Staff in Recognition of Public Works Week

E. Presentation of a Proclamation to Sergeant Shaun Krogman, Police Officer Association President, in Recognition of Peace Officer Memorial Week

6. ORAL COMMUNICATIONS

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

7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from April 5, 2022 to May 2, 2022.

Recommendation:

Ratify the Warrants for the period from April 5, 2022 to May 2, 2022 in the amount of \$1,357,910.93.

Roll Call

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

10. CONSENT CALENDAR

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

A. Approval of Minutes (City Clerk)

Approve the City Council Regular minutes of April 18, 2022.

B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (Administration)

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

Recommendation:

Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

C. Resolutions Pertaining to the November 8, 2022 General Municipal Election (Administration)

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 8, 2022. It is City policy to consolidate the local election with the County of Orange. In order to enable such consolidation, it is necessary to adopt resolutions calling and giving notice of the election, requesting consolidation with the

County, and adopting regulations pertaining to materials prepared by any candidate for a municipal election, including costs of candidates' statements.

Recommendation:

1. Adopt Resolution No. 2022-16 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY'S CHARTER"; and,
2. Adopt Resolution No. 2022-17 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE"; and,
3. Adopt Resolution No. 2022-18, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022."

D. Treasurer's Quarterly Investment Report - March 2022 (Finance)

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

Recommendation:

Receive and file the Treasurer's Quarterly Investment Report – March 2022.

E. This item intentionally left blank

F. Award of Bid for the Citywide Striping and Pavement Markings Project (CIP No. 21/22-02) (Development Services)

This item recommends awarding a bid to Superior Pavement Markings to begin the striping and pavement markings project on various streets in Los Alamitos.

Recommendation:

1. Award of contract for the Citywide Striping and Pavement Markings Project (21/22-02) in the amount of \$71,639.70 to Superior Pavement Markings; and,
2. Authorize the Mayor to execute the contract with Superior Pavement Markings for the project; and,
3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$7,163.97

G. Resolution 2022-19 - Approving Project List for SB1 Funds Fiscal Year 2022-2023 (Development Services)

This item recommends use of available State funding for road improvements for the New Dutch Haven neighborhood in the estimated amount of \$263,005.

Recommendation:

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,

2. Adopt Resolution No. 2022-19, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, ADDING THE NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT TO THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

H. Seal Beach Traffic Light Synchronization Project (Project P) Cooperative Agreement (Development Services)

The City of Seal Beach is requesting to install traffic signal synchronization hardware at the intersection of Los Alamitos Boulevard/Seal Beach Boulevard and Bradbury Road. The traffic signal light at the north part of the intersection is under the jurisdiction of the City. A cooperative agreement will need to be agreed upon that would allow the City of Seal Beach to install the traffic signal synchronization hardware at this location.

Recommendation:

Authorize the City Manager to execute Cooperative Agreement No. C-XXX for Seal Beach Regional Traffic Signal Synchronization Project between the City of Los Alamitos and the City of Seal Beach.

I. Amendment No. 2 with West Coast Arborist, Inc. (WCA) for Tree Maintenance Services (Development Services)

This item seeks approval of Amendment No. 2 to the Professional Services Agreement with West Coast Arborist, Inc. (WCA) to continue to provide tree maintenance services, a licensed arborist, and extraordinary work for one year ending on June 15, 2023. The amount paid to WCA is not to exceed \$67,000 annually. The current Professional Services Agreement (PSA) expires on June 15, 2022.

Recommendation:

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with West Coast Arborists, Inc. (WCA) extending the term of agreement for one additional year, ending on June 15, 2023 is an amount not to exceed \$67,000 annually.

J. Orange County Countywide Notification System (Alert OC) (Police)

In an effort to continue to enhance public safety and improve communication with the community during emergencies, Staff is seeking City Council authorization to renew the Memorandum of Understanding for participation in a countywide mass notification system.

Recommendation:

Authorize the City Manager to execute the Memorandum of Understanding between the City of Los Alamitos and the County of Orange for use of the countywide mass notification system (Alert OC).

11. This item left blank intentionally

12. DISCUSSION ITEM

A. Preliminary Budget for Fiscal Year 2022-23 and Fiscal Year 2023-24 (Finance)

This report provides for a review of the preliminary budget for the Fiscal Year 2022-23 and Fiscal Year 2023-24.

Recommendation:

1. Review and discuss the preliminary budget for Fiscal Year 2022-23 and Fiscal Year 2023-24; and,
2. Provide direction to staff.

13. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Shelley Hasselbrink, Mayor
Employee/Organization: Chet Simmons, City Manager
Authority: Government Code Section 54957.6

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
Authority: Government Code Section 54957

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: May 11, 2022

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 9A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic funds transfers for the period from April 5, 2022 to May 2, 2022.

RECOMMENDATION

Ratify the Warrants for the period from April 5, 2022 to May 2, 2022 in the amount of \$1,357,910.93.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

The grand total of \$1,357,910.93 represents checks and electronic fund transfers for the period April 5, 2022 to May 2, 2022.

Attachment: 1. Warrants

CITY OF LOS ALAMITOS
A/P Warrants
MAY 16, 2022

To Ratify

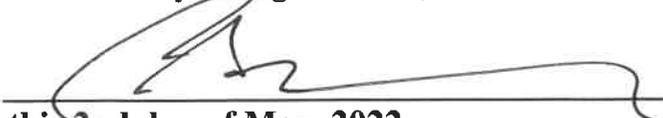
Pages:			
1-4	\$	307,406.13	Warrant 04/06/2022
5-14	\$	162,551.06	Warrant 04/20/2022
15	\$	3,550.00	Advanced Warrants 04/21/2022
16	\$	150.00	Advanced Warrants 04/28/2022
17	\$	9,904.30	May Retirees 05/02/2022
18	\$	180,171.74	Payroll 04/01/2022
19	\$	93,409.92	Benefits & Withholdings 04/01/2022
20	\$	172,078.35	Payroll 04/15/2022
21	\$	161,212.58	Benefits & Withholdings 04/15/2022
22	\$	175,286.07	Payroll 04/29/2022
23	\$	92,190.78	Benefits & Withholdings 04/29/2022
Grand Total		\$ 1,357,910.93	

The attached Warrant Register containing checks and electronic funds transfers for the period from April 5, 2022 to May 2, 2022, 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**



 this 2nd day of May, 2022

WARRANTS 4/06/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	PD DODGE CHARGER REPAIRS	GARAGE FUND	GARAGE	1,512.85
			TOTAL:	1,512.85
ALL AMERICAN SIGN COMPANY	PD DODGE LETTERING-UNIT49-	GARAGE FUND	GARAGE	251.94
			TOTAL:	251.94
ALL CITY MANAGEMENT SERVICES	CROSSING GUARD 2/20/22-3/5	GENERAL FUND	TRAFFIC	3,219.93
			TOTAL:	3,219.93
ALLIANT INSURANCE SERVICES, INC.	LIABILITY INSURANC-INSTRUC	GENERAL FUND	COMMUNITY SERVICES	507.00
			TOTAL:	507.00
ARC DOCUMENT SOLUTIONS, LLC	PD STATION SIGNS	GENERAL FUND	PATROL	287.99
			TOTAL:	287.99
JHM SUPPLY, INC.	IRRIGATION PARTS & PLIERS	GENERAL FUND	STREET MAINTENANCE	56.62
			TOTAL:	56.62
CARTRIDGE WORLD OF LOS ALAMITOS	CARTRIDGE WORLD OF LOS ALA	GENERAL FUND	ADMINISTRATION	107.04
	DELL BL260 HY BK	GENERAL FUND	PLANNING	65.54
			TOTAL:	172.58
CHARLES ABBOTT ASSOCIATES, INC.	CITY WOMP INSPECTIONS FEB2	GENERAL FUND	NON-DEPARTMENTAL	435.00
	BUILDING PERMIT FEES-FEB20	GENERAL FUND	BUILDING INSPECTION	22,666.03
	INSPECTIONS FEB2022	GENERAL FUND	NPDES	253.00
			TOTAL:	23,354.03
CITY OF CYPRESS	FY 21/22:4TH INSTALMENT 1	GENERAL FUND	COMMUNICATIONS TECHNOL	105,593.00
			TOTAL:	105,593.00
CLEANSTREET	GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
SVS INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	10.00
			TOTAL:	10.00
COUNTY OF ORANGE TREASURER-TAX	PARKING VIOLATIONS 2/2022	GENERAL FUND	NON-DEPARTMENTAL	2,189.00
	PARKING VIOLATION 1/2022	GENERAL FUND	NON-DEPARTMENTAL	2,409.00
	PARKING VIOLATION 12/2021	GENERAL FUND	NON-DEPARTMENTAL	1,145.50
	OCATS-MARCH 2022	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	7,016.83
DATA TICKET, INC.	FEB 2022-CITATION PROCESSI	GENERAL FUND	TRAFFIC	539.94
			TOTAL:	539.94
INTEGRITY NEWSPAPER INC.	REDISTRICTING PH#4 ENGLISH	GENERAL FUND	ADMINISTRATION	160.00
	REDISTRICTING PH#4 SPANISH	GENERAL FUND	ADMINISTRATION	180.00
	REDISTRICTING PH#4 KOREAN	GENERAL FUND	ADMINISTRATION	200.00
	REDISTRICTING PH#4 VIETNAH	GENERAL FUND	ADMINISTRATION	200.00
			TOTAL:	740.00
GALLS / QUARTERMASTER	SHIRT ALTERATIONS	GENERAL FUND	RECORDS	31.24
	SHIRT ALTERATIONS FOR SUDA	GENERAL FUND	RECORDS	15.63
			TOTAL:	46.87
GAMMHL LUMBER COMPANY	SAFETY GLOVE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	65.38

WARRANTS 4/06/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ALLEY WAY SIGN SCREWS	GENERAL FUND	STREET MAINTENANCE	27.82
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	51.84
	PAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	16.65
	ARMORY PAINTING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	113.94
	OUTLETS & SUPPLIES FOR SHO GARAGE FUND	GENERAL FUND	GARAGE	31.65
	TOTAL:			307.28
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIMS FEES FEB 20	GENERAL FUND	NON-DEPARTMENTAL	983.33
	TOTAL:			983.33
EMI WHEATON	LOS AL BUCKS REIMBURSE	AMERICAN RESCUE PL	INVALID DEPARTMENT	300.00
	TOTAL:			300.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SERVICES-APR 2022	SELF INSURANCE TRU	INSURANCE	1,125.00
	TOTAL:			1,125.00
JUMP O'RAMA INFLATABLES, INC.	MOON BOUNCE RENTAL-CARNIVA	GENERAL FUND	SPECIAL EVENTS	1,630.00
	TOTAL:			1,630.00
K&S AIR CONDITIONING, INC.	PD A/C REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	1,597.46
	ARMORY A/C UNIT INSTALL	GENERAL FUND	BUILDING MAINTENANCE	5,825.00
	TOTAL:			7,422.46
KESTER CORPORATION	CHAIN SAW REPAIR	GENERAL FUND	STREET MAINTENANCE	58.59
	MIX OIL-RESIN REMOVAL	GENERAL FUND	STREET MAINTENANCE	24.69
	TOTAL:			83.28
MICHAEL BALLIET CONSULTING, LLC	MONITORING & ASSISTANCE	GENERAL FUND	NON-DEPARTMENTAL	2,388.75
	TOTAL:			2,388.75
MISC. VENDOR	SUWAT SUWANICH: REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	JOHN WEILER:CITATION REFUN	GENERAL FUND	NON-DEPARTMENTAL	80.00
	TOTAL:			120.00
NEWPORT EXTERMINATING	EXTERIOR GENERAL PEST CONT	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			235.00
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES NOV21	GENERAL FUND	NON-DEPARTMENTAL	1,016.00
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	50.80-
	TOTAL:			965.20
PLACEWORKS, INC.	SB2 GRANT CONSULTANT 2/202	GENERAL FUND	CAPITAL PROJECTS	1,653.10
	TOTAL:			1,653.10
QUALITY CODE PUBLISHING, LLC	SUPPLEMENT #31 JAN22	GENERAL FUND	ADMINISTRATION	3,889.20
	TOTAL:			3,889.20
REDFLEX TRAFFIC SYSTEMS, INC.	JAN 22: KATELLA & LAB	GENERAL FUND	TRAFFIC	5,686.16
	TOTAL:			5,686.16
ROSSEMOOR/LOS AL AREA SEWER	APR/MAY/JUN 2022 PARKING R	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
	TOTAL:			1,500.00
SDI PRESENCE LLC	IT SERVICES DEC21	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	EXTRA HOURS DEC21	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,268.75

WARRANTS 4/06/2022

VENDOR SORI KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SENTINEL ONE CONTROL DEC21	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	318.37
	BACKUP SERVER LIC DEC 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	178.75
	CLOUD BACKUP LIC DEC 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	38.50
	BACKUP CLOUD STORAGE DEC21	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	500.00
	IT SERVICES JAN2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	5,871.00
	EXTRA HOURS JAN2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	3,287.00
	SENTINEL ONE CONTROL JAN22	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	310.31
	BACKUP SRVR LIC JAN2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	113.75
	CLOUD BACKUP LIC JAN2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	60.50
	BACKUP CLOUD STORAGE JAN22	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	990.00
	IT SERVICES FEB 2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	5,871.00
	EXTRA HOURS FEB 2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	1,401.25
	SDI PRESENCE LLC	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	346.58
	BACK UP SRVR LIC FEB 2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	162.50
	CLOUD BACKUP LIC FEB 2022	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	38.50
	BACKUP CLOUD STORAGE FEB22	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	ADMINISTRATIVE SERVICE	900.00
			TOTAL:	27,917.76
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS FOR KROGMAN	GENERAL FUND	PATROL	81.25
			TOTAL:	81.25
SITONE LANDSCAPE SUPPLY HOLDING, LLC	CONCRETE-LIFTED SIDEWALK P	GENERAL FUND	STREET MAINTENANCE	73.13
			TOTAL:	73.13
SOCAL AUTO & TRUCK PARTS INC.	PD UNITS OIL & AIR FILTERS	GARAGE FUND	GARAGE	49.63
	BATTERY-PD UNIT 48-1	GARAGE FUND	GARAGE	140.06
	CABIN FILTERS-PD UNITS	GARAGE FUND	GARAGE	108.61
	OIL & AIR FILTERS-PD UNITS	GARAGE FUND	GARAGE	164.10
			TOTAL:	462.40
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNAL-LIGHTS	GENERAL FUND	STREET MAINTENANCE	307.86
	PARKS	GENERAL FUND	PARK MAINTENANCE	25.35
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	195.06
			TOTAL:	528.27
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE	GENERAL FUND	BUILDING MAINTENANCE	316.40
	10911 OAK ST	GENERAL FUND	BUILDING MAINTENANCE	236.07
	3614 FENLEY DR	GENERAL FUND	BUILDING MAINTENANCE	14.30
			TOTAL:	566.77
SPECTRUM SECURITY GROUP, LLC	EXTRA KEYS FOR JANITORIAL	GENERAL FUND	BUILDING MAINTENANCE	51.35
	PD LOCKSMITH	GARAGE FUND	GARAGE	125.00
			TOTAL:	176.35
GIANNA NANETTE SPIEGEL	SPRING CARNIVAL BAND	GENERAL FUND	SPECIAL EVENTS	600.00
			TOTAL:	600.00
TAYLOR ENTERTAINMENT INC.	FACE PAINTER-BALLOON TWIST	GENERAL FUND	SPECIAL EVENTS	995.00
			TOTAL:	995.00
TERI BLACK AND COMPANY, LLC.	POLICE CHIEF RECRUITMENT	GENERAL FUND	ADMINISTRATION	9,113.24
			TOTAL:	9,113.24
TIME WARNER CABLE	CABLE SERVICE 3/16-4/15/22	GENERAL FUND	ADMINISTRATION	66.01
	CABLE SERVICE 3/2/22-4/1/2	GENERAL FUND	COMMUNICATIONS TECHNOL	135.48
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	486.11

WARRANTS 4/06/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TYLER TECH-W2 TRAINING	GENERAL FUND	FINANCE	150.00
	TYLER TECH-W2 TRAINING	GENERAL FUND	FINANCE	150.00
	TOTAL:			687.60
	MDC 1-8: 3/11/22-4/10/22	GENERAL FUND	PATROL	304.08
	PD JETPACK 1&2: 3/11-4/10/	GENERAL FUND	PATROL	76.02
	14 OFCRS CELL PHONE 3/11-4	GENERAL FUND	PATROL	567.14
	3 DETECTIV CELLPHONE 3/11-	GENERAL FUND	INVESTIGATION	121.53
	CLO MONTHLY CELL PHONE	GENERAL FUND	COMMUNITY OUTREACH	40.51
	TOTAL:			1,109.28
	GENERAL FUND	GENERAL FUND	PARK MAINTENANCE	2,840.00
	MEASURE M	MEASURE M	CAPITAL PROJECTS	16,968.00
	TOTAL:			19,808.00
	FSA RESERVE ACCOUNT	GENERAL FUND	NON-DEPARTMENTAL	10,000.00
	TOTAL:			10,000.00
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	5,580.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	28,392.25
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	3,080.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	2,057.00
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	195.00
	BLOOMFIELD CDBG	C.D.B.G	CAPITAL PROJECTS	4,114.00
	STORM DRAIN MASTER PLAN	GAS TAX	CAPITAL PROJECTS	6,169.00
	LATV BUILDING	BUILDING IMPROVEME	CAPITAL PROJECTS	487.50
	TOTAL:			50,074.75
	GENERAL FUND	GENERAL FUND		247,931.03
	C.D.B.G	C.D.B.G		4,114.00
	GAS TAX	GAS TAX		6,169.00
	BUILDING IMPROVEMENT	BUILDING IMPROVEMENT		487.50
	MEASURE M	MEASURE M		16,968.00
	GARAGE FUND	GARAGE FUND		2,383.84
	TECHNOLOGY REPLACEMENT	TECHNOLOGY REPLACEMENT		27,517.76
	SELF INSURANCE TRUST	SELF INSURANCE TRUST		1,125.00
	AMERICAN RESCUE PLAN ACT	AMERICAN RESCUE PLAN ACT		310.00
	TOTAL:			307,406.13

WARRANTS 4/20/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMINSURE	WORKER'S COMP CLAIM ADMIN	SELF INSURANCE TRU	INSURANCE	411.64
			TOTAL:	411.64
ALLIANCE FOR INNOVATION, INC.	ANNUAL MEMBERSHIP MAY-DEC2	GENERAL FUND	ADMINISTRATION	500.00
			TOTAL:	500.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL CITY PARKS	GENERAL FUND	PARK MAINTENANCE	450.00
			TOTAL:	450.00
ARNY R GONZALEZ	PLANTS-REAGAN ISLANDS	GENERAL FUND	PARK MAINTENANCE	159.87
			TOTAL:	159.87
BARBARA BANNERMAN	YOGA WITH BARBARA DROP IN	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	345.80
	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	551.85
			TOTAL:	907.40
BORDIN SEMMER, LLP	SEMMER-D.DUNNE CLAIM #1	SELF INSURANCE TRU	INSURANCE	3,210.60
	KEENAN ASSOC VS CITY LOS A	SELF INSURANCE TRU	INSURANCE	1,599.00
			TOTAL:	4,809.60
CANON FINANCIAL SERVICES, INC.	USAGE FEB22/CONTRACT MAR22	GENERAL FUND	RECREATION ADMINSTRAT	442.66
			TOTAL:	442.66
CARD INTEGRATORS CORPORATION	CITY-WIDE ID CARDS	GENERAL FUND	CITY COUNCIL	792.65
			TOTAL:	792.65
JHM SUPPLY, INC.	IRRIGATION REPAIR-ORVILLE	GENERAL FUND	STREET MAINTENANCE	71.10
	IRRIGATION SUPPL-REAGAN IS	GENERAL FUND	STREET MAINTENANCE	156.26
			TOTAL:	227.36
CHARLES ABBOTT ASSOCIATES, INC.	A. PEREA-CONSULTANT FEB22	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,150.00
			TOTAL:	1,150.00
CINDY GRISWOLD	CPR-ADULT CHILDREN, INFAN	GENERAL FUND	SPECIAL CLASSES	31.20
	SUPERSTITTERS	GENERAL FUND	SPECIAL CLASSES	39.00
			TOTAL:	70.20
CLEANSTREET		GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
CROSSTOWN ELECTRICAL & DATA, INC.	KATELLA AVE & LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	323.56
	CERRITOS AVE & HUMBOLT ST	GENERAL FUND	STREET MAINTENANCE	127.64
	CERRITOS AVE & LOS ALAMITO	GENERAL FUND	STREET MAINTENANCE	252.14
	KATELLA AVE & CHERRY ST	GENERAL FUND	STREET MAINTENANCE	83.63
	KATELLA AVE & WINNERS CIR	GENERAL FUND	STREET MAINTENANCE	166.00
	CERRITOS AVE & HUMBOLT ST	GENERAL FUND	STREET MAINTENANCE	204.75
	CERRITOS AVE & HUMBOLT ST	GENERAL FUND	STREET MAINTENANCE	58.50
	CERRITOS AVE & HUMBOLT ST	GENERAL FUND	STREET MAINTENANCE	108.17
	LOS ALAMITOS BL & FAROUHAR	GENERAL FUND	STREET MAINTENANCE	79.24
	LOS ALAMITOS BL & FLORISTA	GENERAL FUND	STREET MAINTENANCE	79.24
	LOS ALAMITOS BL & ROSSMOOR	GENERAL FUND	STREET MAINTENANCE	79.24
	TRAFFIC SIGNAL MAINT MARCH	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	3,032.11
DANIELS TIRE SERVICE	RE-STOCK PD UNIT TIRES	GARAGE FUND	GARAGE	1,187.84

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,187.84
DATA TICKET, INC.	CITATION PROCESSING- FEB 2	GENERAL FUND	NEIGHBORHOOD PRESERVA	165.00
			TOTAL:	165.00
DEPARTMENT OF CONSERVATION	SNIP FEES 1ST QTR 2022	GENERAL FUND	NON-DEPARTMENTAL	410.36
	SNIP FEES 1ST QTR 2022	GENERAL FUND	NON-DEPARTMENTAL	20.52
			TOTAL:	389.84
DFM ASSOCIATES	2022 CA ELECTIONS CODE BOO	GENERAL FUND	ADMINISTRATION	65.55
			TOTAL:	65.55
ECOFERT, INC.	FERTIGATION SRVCS-NOV2021	GENERAL FUND	PARK MAINTENANCE	630.00
	FERTIGATION SRVCS-DEC2021	GENERAL FUND	PARK MAINTENANCE	630.00
	FERTIGATION SRVCS-JAN2022	GENERAL FUND	PARK MAINTENANCE	630.00
	FERTIGATION SRVCS-FEB2022	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	2,520.00
ELITE SPECIAL EVENT, INC.	AMERICAN RESCUE PL	INVALID DEPARTMENT		15,000.00
			TOTAL:	15,000.00
INTEGRITY NEWSPAPER INC.	PUBLIC NOTICE-ORD 2022-01	GENERAL FUND	ADMINISTRATION	160.00
	PUBLIC NOTICE-MASTER FEE S	GENERAL FUND	ADMINISTRATION	510.00
	PUBLIC NOTICE-LIVE FOWL	GENERAL FUND	ADMINISTRATION	360.00
	116684 PUBLIC NOTICE 3/30/	GENERAL FUND	PLANNING	260.00
	CIP 21-22-01 STRIPING	GAS TAX	CAPITAL PROJECTS	960.00
	CIP 31-22-05 CATCH BASIN	MEASURE H	CAPITAL PROJECTS	960.00
			TOTAL:	3,200.00
ZWLES MATERIALS	CONCRETE DISPOSAL	GENERAL FUND	STREET MAINTENANCE	230.00
			TOTAL:	230.00
DEBORAH JACKOBS	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	320.00
			TOTAL:	320.00
FOR PURPOSE LAW GROUP	FOUNDATION FORMATION 1ST D	GENERAL FUND	CITY COUNCIL	40.00
			TOTAL:	40.00
CARRI FOX	LINE DANCE DROP IN 03/02	GENERAL FUND	SPECIAL CLASSES	17.50
	LINE DANCE DROP IN 03/05	GENERAL FUND	SPECIAL CLASSES	10.50
	LINE DANCE DROP IN 03/16	GENERAL FUND	SPECIAL CLASSES	28.00
	LINE DANCE DROP IN 03/23	GENERAL FUND	SPECIAL CLASSES	35.00
	LINE DANCE DROP IN 03/30	GENERAL FUND	SPECIAL CLASSES	21.00
			TOTAL:	112.00
GANDHL LUMBER COMPANY	IRRIGATION REPAIR-BUNKER H	GENERAL FUND	STREET MAINTENANCE	51.94
	SUPPLIES FOR SHOP	GARAGE FUND	GARAGE	21.05
			TOTAL:	72.99
PRIMARY & MULTI-SPECIALTY CLINICS	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	NON-DEPARTMENTAL	70.00
			TOTAL:	70.00
GEORGE HILLS COMPANY, INC.	ADMIN FEES CLAIM MGMT FEE	GENERAL FUND	NON-DEPARTMENTAL	983.33
			TOTAL:	983.33
GOLDEN STATE WATER COMPANY	10703 LOS AL BLVD, IRR	GENERAL FUND	STREET MAINTENANCE	641.35

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10786 REAGAN	GENERAL FUND	STREET MAINTENANCE	144.57
	10961 REAGAN	GENERAL FUND	STREET MAINTENANCE	144.57
	10972 BLOOMFIELD (LAUREL P	GENERAL FUND	PARK MAINTENANCE	493.08
	10972 BLOOMFIELD (LAUREL P	GENERAL FUND	PARK MAINTENANCE	2,914.85
	CERRITOS & LOS AL BLVD MED	GENERAL FUND	PARK MAINTENANCE	189.12
	10823 PINE (PINE PARK)	GENERAL FUND	PARK MAINTENANCE	221.23
	3302 CERRITOS (COYOTE CRK	GENERAL FUND	PARK MAINTENANCE	760.20
	10750 BLOOMFIELD (MCAULIFF	GENERAL FUND	PARK MAINTENANCE	3,515.22
			TOTAL:	8,987.19
HI-WAY SAFETY, INC.	CHILDREN SIGN FOR OLD TOWN	GENERAL FUND	STREET MAINTENANCE	999.81
			TOTAL:	999.81
JARED E. LLOYD	HCE DROP-IN 3/01	GENERAL FUND	SPORTS	128.00
	HCE DROP-IN 3/03	GENERAL FUND	SPORTS	112.00
	HCE DROP-IN 3/06	GENERAL FUND	SPORTS	160.00
	HCE DROP-IN 03/08	GENERAL FUND	SPORTS	144.00
	HCE DROP-IN 3/13	GENERAL FUND	SPORTS	240.00
	HCE DROP-IN 03/15	GENERAL FUND	SPORTS	160.00
	HCE DROP-IN 03/17	GENERAL FUND	SPORTS	192.00
	HCE DROP-IN 03/20	GENERAL FUND	SPORTS	208.00
	HCE DROP-IN 03/22	GENERAL FUND	SPORTS	176.00
	HCE DROP-IN 03/24	GENERAL FUND	SPORTS	80.00
	HCE DROP-IN 03/27	GENERAL FUND	SPORTS	176.00
	HCE BALL HANDLING CLINIC	GENERAL FUND	SPORTS	412.00
	HCE SHOOTING STARS MARCH	GENERAL FUND	SPORTS	821.60
	HCE OPEN CYM MARCH	GENERAL FUND	SPORTS	83.20
	HCE BALL HANDLING BUNDLE M	GENERAL FUND	SPORTS	2,849.60
	DRIBBLING & HOOP PACKAGE M	GENERAL FUND	SPORTS	322.40
			TOTAL:	6,264.80
WHG RESTAURANT GROUP, INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	980.00
			TOTAL:	980.00
KIMBERLY ESMOND	CREATIVE MOVEMENT & MUSIC	GENERAL FUND	SPECIAL CLASSES	91.65
	CREATIVE MOVEMENT & MUSIC	GENERAL FUND	SPECIAL CLASSES	72.80
	BEGINNING BALLET	GENERAL FUND	SPECIAL CLASSES	237.25
	"FROZEN" PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	391.95
	"FROZEN" PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	406.25
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	339.30
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	808.60
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	278.85
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	214.50
			TOTAL:	2,841.15
KONICA MINOLTA PREMIER	COPIER LSE ADMIN FRONT OFF	GENERAL FUND	FINANCE	576.46
	COPIER LEASE FINANCE	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
YING LIU	PORTRAIT WORKSHOP DROP IN	GENERAL FUND	SPECIAL CLASSES	97.50
			TOTAL:	97.50
LOWE'S	SHOVELS & RAKES	GENERAL FUND	STREET MAINTENANCE	237.58
	BATHROOM FAUCET-COMM CNTR	GENERAL FUND	BUILDING MAINTENANCE	188.55
	SURGE PROTECT & EXTENSION	GARAGE FUND	GARAGE	63.47
	SURGE PROTECTORS-BREAK ROO	GARAGE FUND	GARAGE	33.33

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OUTLETS & EXTENSION CORDS	GARAGE FUND	GARAGE	68.21
	EXTENSION CORDS & BULBS-SH	GARAGE FUND	GARAGE	116.18
	MISC FIELD TOOLS-PW TRUCK	GARAGE FUND	GARAGE	61.72
	TOTAL:			785.04
AMANDA MCDOWELL	MEAL REIMBURSEMENT 4/4/22	GENERAL FUND	RECORDS	13.31
	MILEAGE REIMBURSEMENT 4/4/	GENERAL FUND	RECORDS	10.25
	TOTAL:			23.56
HISC. VENDOR	CHRISTOPHER BAEK: REFUND	GENERAL FUND	NON-DEPARTMENTAL	114.00
	CHRISTOPHER BAEK	GENERAL FUND	NON-DEPARTMENTAL	4.00
	CAVY' MARCHAEL: REFUND	GENERAL FUND	NON-DEPARTMENTAL	86.00
	STACEY NATSUAKI	GENERAL FUND	NON-DEPARTMENTAL	96.00
	JILL RUNAS	GENERAL FUND	NON-DEPARTMENTAL	51.00
	STACEY RUSSELL: REFUND	GENERAL FUND	NON-DEPARTMENTAL	114.00
	STACEY RUSSELL	GENERAL FUND	NON-DEPARTMENTAL	4.00
	MOUAY VAN LICHTEN	GENERAL FUND	NON-DEPARTMENTAL	114.00
	MOUAY VAN LICHTEN	GENERAL FUND	NON-DEPARTMENTAL	4.00
	TOTAL:			587.00
KV CHENG ASSOCIATES, INC.	ACCT TECH SRVCS-MAR 2022	GENERAL FUND	FINANCE	2,493.75
	TOTAL:			2,493.75
NEWPORT EXTERMINATING	BAIT STATIONS-YOUTH CENTER	GENERAL FUND	BUILDING MAINTENANCE	60.00
	EXTERIOR GENERAL CONTROL F	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT STATIONS-YOUTH CENTER	GENERAL FUND	BUILDING MAINTENANCE	60.00
	BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			355.00
NORM'S AUTOMOTIVE CENTER, INC.	SERVICE FOR CHIEF'S DURANG	GARAGE FUND	GARAGE	455.36
	SERVICE FOR PD DODGE 48-4	GARAGE FUND	GARAGE	118.50
	SERVICE FOR PD CHARGER 48-	GARAGE FUND	GARAGE	265.30
	SERVICE FOR CHIEF'S DURANG	GARAGE FUND	GARAGE	44.95
	SERVICE ON PD CHARGER 48-3	GARAGE FUND	GARAGE	701.50
	SERVICE FOR CHIEF'S DURANG	GARAGE FUND	GARAGE	119.57
	SERVICE ON PD DODGE 48-3	GARAGE FUND	GARAGE	539.69
	SERVICE ON PD DODGE 48-5	GARAGE FUND	GARAGE	390.75
	OIL CHANGE FOR REC VAN	GARAGE FUND	GARAGE	94.50
	TOTAL:			2,730.12
NORTH STAR LAND CARE	LANDSCAPE MAINT-MARCH2022	GENERAL FUND	PARK MAINTENANCE	7,079.66
	TOTAL:			7,079.66
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES MAR22	GENERAL FUND	NON-DEPARTMENTAL	1,836.00
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	91.80-
	TOTAL:			1,744.20
BUCKLEY BUILDING INC.	GENERAL FUND	GENERAL FUND	BUILDING MAINTENANCE	4,310.00
	TOTAL:			4,310.00
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,186.48
	TOTAL:			1,186.48
PAPER RECYCLING SPECIALISTS	SHREDDING SERVICES 3/28/20	GENERAL FUND	FINANCE	92.00
	TOTAL:			92.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PAUL A. BYRD	NEON NATION-SUMMER CONCERT AMERICAN RESCUE PL	AMERICAN RESCUE PL	INVALID DEPARTMENT	3,400.00
	TOTAL:			3,400.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK-COTTONWD	GENERAL FUND	PARK MAINTENANCE	535.00
	TOTAL:			535.00
DIANA C. PEREZ	LEARN & GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	464.75
	SHAPING IT UP-ABC'S & 123'	GENERAL FUND	SPECIAL CLASSES	324.35
	TOTAL:			789.10
PLUMBERS DEPOT INC.	PALLET OF POT HOLE BAGS JA	GENERAL FUND	STREET MAINTENANCE	1,894.41
	PALLET OF POT HOLE BAGS-FE	GENERAL FUND	STREET MAINTENANCE	2,088.73
	TOTAL:			3,983.14
PREFERRED AERIAL & CRANE TECHNOLOGY, I	YEARLY BUCKET TRUCK INSPEC	GARAGE FUND	GARAGE	325.00
	TOTAL:			325.00
R.B. PRODUCTIONS INC	GENERAL FUND	GENERAL FUND	RECREATION ADMINISTRA	5,795.00
	TOTAL:			5,795.00
SUZANNE ROADY-ROSS	T'AL CHI CHIH (BEG/INT)	GENERAL FUND	SPECIAL CLASSES	171.60
	TOTAL:			171.60
SANBON PRO APPAREL	TRACK & FIELD JERSEYS	GENERAL FUND	SPORTS	748.22
	TOTAL:			748.22
CHERYL J. SCHNITZER	LINE DANCE DROP IN 03/07	GENERAL FUND	SPECIAL CLASSES	42.25
	LINE DANCE DROP IN 03/14	GENERAL FUND	SPECIAL CLASSES	25.35
	LINE DANCE DROP IN 03/28	GENERAL FUND	SPECIAL CLASSES	33.80
	LINE DANCE (BEG/INT)	GENERAL FUND	SPECIAL CLASSES	916.50
	TOTAL:			1,017.90
FRITTERS, INC.	LOS AL BUCKS REIMBURSEMENT AMERICAN RESCUE PL	AMERICAN RESCUE PL	INVALID DEPARTMENT	6,340.00
	TOTAL:			6,340.00
MCLEAN ENTERPRISES, INC.	PARKLET MARKETING-ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	2,173.15
	TOTAL:			2,173.15
SITONE LANDSCAPE SUPPLY HOLDING, LLC	PLANTS FOR REAGAN ISLANDS	GENERAL FUND	STREET MAINTENANCE	1,012.51
	ROCK FOR REAGAN ISLANDS	GENERAL FUND	STREET MAINTENANCE	144.16
	PLANTS FOR WEEKEND OF ARTS	GENERAL FUND	PARK MAINTENANCE	174.07
	TOTAL:			1,330.74
SOCAL AUTO & TRUCK PARTS INC.	PW TRUCK OIL FILTERS	GARAGE FUND	GARAGE	36.20
	MECHANIC TOOL SET FOR SHOP	GARAGE FUND	GARAGE	3,053.39
	TOOL SET CREDIT 409192	GARAGE FUND	GARAGE	2,499.80
	TOTAL:			589.79
SPARTA GRAPHICS, INC.	ARPA-DOUBLE SIDED POLE BAN AMERICAN RESCUE PL	AMERICAN RESCUE PL	INVALID DEPARTMENT	2,445.00
	TOTAL:			2,445.00
SPECTRUM SECURITY GROUP, LLC	PICK LOCK IN POLICE DEPT	GENERAL FUND	BUILDING MAINTENANCE	100.00
	RE-KEY BACKDOOR TO PRE-SCH	GENERAL FUND	BUILDING MAINTENANCE	30.00
	TOTAL:			130.00
ST. OF CALIFORNIA DEPT. OF JUSTICE	NON EMPLOYEE FINGERPRINT	GENERAL FUND	NON-DEPARTMENTAL	64.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FIBER INTERNET 4/2022	GENERAL FUND	ADMINISTRATION	64.00
	TOTAL:			1,734.00
	TOTAL:			1,734.00
U. S. BANK	IN N OUT-SENIOR PROGRAMIN	GENERAL FUND	NON-DEPARTMENTAL	89.34
	VONS-SEINOR PROGRAMMING	GENERAL FUND	NON-DEPARTMENTAL	24.46
	CA COCINA-SENIOR PROGRAMM	GENERAL FUND	NON-DEPARTMENTAL	229.97
	PAUL'S PLACE-SENIOR PROGRA	GENERAL FUND	NON-DEPARTMENTAL	188.29
	AMECI-SENIOR PROGRAMMING	GENERAL FUND	NON-DEPARTMENTAL	49.15
	COSTCO-SENIOR PROGRAMMING	GENERAL FUND	NON-DEPARTMENTAL	91.89
	COSTCO-SENIOR PROGRAMMING	GENERAL FUND	NON-DEPARTMENTAL	75.05
	LYNDE ORDWAY-MACHINE REPAI	GENERAL FUND	NON-DEPARTMENTAL	872.45
	PAUL'S PLACE-SENIOR PROGRA	GENERAL FUND	NON-DEPARTMENTAL	23.95
	VONS-SENIOR PROG-DINE & DO	GENERAL FUND	NON-DEPARTMENTAL	39.98
	PAUL'S PLACE-SENIOR PROGRA	GENERAL FUND	NON-DEPARTMENTAL	147.32
	COSTCO-SENIOR PROGRAMMING	GENERAL FUND	NON-DEPARTMENTAL	47.42
	CHICK-FIL-A SENIOR PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	202.28
	CHICK-FIL-A SENIOR PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	5.06
	CUSTOMLANYARD.NET-CITY ID	GENERAL FUND	NON-DEPARTMENTAL	149.09
	PAUL'S PLACE-COUNCIL MEETI	GENERAL FUND	CITY COUNCIL	91.08
	VALENTINO-COUNCIL MEETING	GENERAL FUND	CITY COUNCIL	90.35
	AMAZON-OFFICE SUPPLIES	GENERAL FUND	CITY COUNCIL	26.17
	AMERICANA AWARDS-CHIRCO	GENERAL FUND	CITY COUNCIL	500.00
	HADERAS-COUNCIL MEETING	GENERAL FUND	CITY COUNCIL	162.32
	RALPHS-COUNCIL MEETING	GENERAL FUND	CITY COUNCIL	7.28
	GANAHL LUMBER-PAINT SUPPLI	GENERAL FUND	CITY COUNCIL	6.33
	ADOBE LICENSE	GENERAL FUND	ADMINISTRATION	50.98
	OC REGISTER SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	10.00
	AMAZON OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	105.90
	WORLD TRADE-DISTRICT MAP	GENERAL FUND	ADMINISTRATION	54.38
	AMAZON-OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	48.06
	AMERICANA AWARDS-SIMMONS	GENERAL FUND	ADMINISTRATION	250.00
	CANVA-GRAPHICS SOFTWARE	GENERAL FUND	ADMINISTRATION	13.99
	GOVI FINANCE OFCR ASSOC GA	GENERAL FUND	FINANCE	139.00
	ADOBE SUBSCRIPTION 2 STAFF	GENERAL FUND	FINANCE	14.55
	CSHFO-JOB POSTING FINANCE	GENERAL FUND	FINANCE	276.00
	MICROSOFT 365	GENERAL FUND	FINANCE	169.15-
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	208.88
	ADOBE SUBSCRIPTION 2 STAFF	GENERAL FUND	FINANCE	14.99
	COSTCO-LUNCH PLATES	GENERAL FUND	FINANCE	15.07
	LOCKER DOWN-SECURITY KEY L	GENERAL FUND	POLICE ADMINISTRATION	165.00
	AMERICANA AWARDS-CLABORN	GENERAL FUND	POLICE ADMINISTRATION	500.00
	ADOBE MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	14.99
	AMAZON-BELL CHARGING CABLE	GENERAL FUND	POLICE ADMINISTRATION	83.00
	AMAZON-MOURNING BANDS	GENERAL FUND	POLICE ADMINISTRATION	30.57
	MICROSOFT SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	120.00-
	GANAHL LUMBER-PAINT SAMPLE	GENERAL FUND	POLICE ADMINISTRATION	32.72
	GANAHL LUMBER-PAINT SAMPLE	GENERAL FUND	POLICE ADMINISTRATION	28.36
	POLICE RECORDS MNGT CLASS	GENERAL FUND	POLICE ADMINISTRATION	259.00
	AMAZON- BADGE CLIPS ID CAR	GENERAL FUND	POLICE ADMINISTRATION	25.06
	SAMS CLUB-KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	76.96
	LOZEAU CONSULTING-HLO COUR	GENERAL FUND	POLICE ADMINISTRATION	103.00
	CROWN AWARDS-PLAQUE CHIEF	GENERAL FUND	POLICE ADMINISTRATION	46.94
	LOZEAU CONSULTING-HLO COUR	GENERAL FUND	POLICE ADMINISTRATION	203.00
	DOUBLE TRES-LODGING SGT GA	GENERAL FUND	POLICE ADMINISTRATION	919.70

WARRANTS 4/30/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DOUBLE TREE-LODGING DET. AR	GENERAL FUND	POLICE ADMINISTRATION	919.70
	ISLAND HOTEL-LODGING SGT G	GENERAL FUND	POLICE ADMINISTRATION	754.35
	IN-N-OUT DINNER STAR TEAM	GENERAL FUND	POLICE ADMINISTRATION	22.19
	CPCA-CHIEF/CITY MANAGER CO	GENERAL FUND	POLICE ADMINISTRATION	890.00
	SOUTHWEST-TRAVEL CPCA MEET	GENERAL FUND	POLICE ADMINISTRATION	372.95
	RIPP RESTRAINTS-HOBBLIES	GENERAL FUND	PATROL	138.67
	AMAZON-OFFICE SUPPLIES	GENERAL FUND	PATROL	40.89
	COSTCO KITCHEN SUPPLIES	GENERAL FUND	PATROL	184.16
	AMAZON- BATTERIES	GENERAL FUND	PATROL	30.31
	MICROSOFT-MONTHLY SUBSCRIP	GENERAL FUND	COMMUNITY OUTREACH	8.70
	AMAZON-SUPPLIES FOR DEV SR	GENERAL FUND	COMMUNITY DEVEL ADMIN	65.64
	CVS-CARD FOR DEV SERVICES	GENERAL FUND	COMMUNITY DEVEL ADMIN	4.36
	LOWES-MOVING BOXES FOR LAT	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.97
	AMAZON-HANILLA ENVELOPES 9	GENERAL FUND	COMMUNITY DEVEL ADMIN	50.16
	AMAZON-STORAGE BINS FOR DE	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.75
	AMAZON-COMPUTER CABLE	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.28
	AMERICAN AWARDS-R.NODA	GENERAL FUND	COMMUNITY DEVEL ADMIN	250.00
	JOANNECRUZS OFFICE SUPPLIE	GENERAL FUND	COMMUNITY DEVEL ADMIN	82.69
	NICK'S DELI-DEPT MEET BREA	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.02
	SIGNS-BREAK ROOM TEAM SIGN	GENERAL FUND	COMMUNITY DEVEL ADMIN	117.32
	RACERS DRY CLEAN-GM LOS AL	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.00
	RACERS DRY CLEAN-GM LOS AL	GENERAL FUND	PLANNING	96.00
	4IMPRINT-ARPA	GENERAL FUND	PLANNING	320.95
	OFFICE DEPOT-POSTCARDS	GENERAL FUND	PLANNING	39.54
	AMAZON-SUPPLIES	GENERAL FUND	PLANNING	13.73
	AMAZON-SUPPLIES	GENERAL FUND	PLANNING	32.76
	AMAZON-SUPPLIES	GENERAL FUND	PLANNING	5.59
	DOLLAR TREE-SUPPLIES	GENERAL FUND	PLANNING	7.44
	AMAZON-SUPPLIES	GENERAL FUND	PLANNING	128.02
	HOME DEPOT-FRIDGE BREAKROO	GENERAL FUND	PUBLIC WORKS ADMIN	428.85
	BOBS FURNITURE-RUG NEW BRK	GENERAL FUND	PUBLIC WORKS ADMIN	109.17
	ARMSTRONG-FLOWERS PLANTER	GENERAL FUND	STREET MAINTENANCE	240.67
	ARMSTRONG-FLOWERS PLANTER	GENERAL FUND	STREET MAINTENANCE	324.81
	AMAZON-BIRD SPIKES FOR KIO	GENERAL FUND	PARK MAINTENANCE	44.72
	AMAZON-URINAL SUPPLIES	GENERAL FUND	PARK MAINTENANCE	79.86
	ARMSTRONG-2 VASES COMM CEN	GENERAL FUND	PARK MAINTENANCE	396.88
	H&H NURSERY-PLANTS COMM CE	GENERAL FUND	PARK MAINTENANCE	85.91
	AMAZON-DISPENSER KEYS	GENERAL FUND	BUILDING MAINTENANCE	6.54
	BOBS FURNITURE NEW BREAKRO	GENERAL FUND	BUILDING MAINTENANCE	540.24
	HOME DEPOT-PAINT SUPPLY AR	GENERAL FUND	BUILDING MAINTENANCE	185.85
	ZOOM MONTHLY FEE REFUND-TR	GENERAL FUND	RECREATION ADMINSTRAT	12.63-
	HOMEGOODS-OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	64.11
	AMAZON-OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	67.72
	SMART & FINL-IN SERVICE SU	GENERAL FUND	RECREATION ADMINSTRAT	138.99
	STAPLES-IN SERVICE SUPPLIE	GENERAL FUND	RECREATION ADMINSTRAT	81.87
	DIRECT TV-BOC MARCH 220301	GENERAL FUND	RECREATION ADMINSTRAT	61.34
	DONUT HOUSE-IN SERVICE SUP	GENERAL FUND	RECREATION ADMINSTRAT	12.99
	RALPHS-EMPLOYEE APPRECIATI	GENERAL FUND	RECREATION ADMINSTRAT	14.87
	STARBUCKS-IN SERVICE SUPPL	GENERAL FUND	RECREATION ADMINSTRAT	17.95
	CORNER BAKERY-IN SERVICE L	GENERAL FUND	RECREATION ADMINSTRAT	132.86
	MICROSOFT-REFUND-CONTESTED	GENERAL FUND	RECREATION ADMINSTRAT	84.90-
	MICROSOFT-FEE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINSTRAT	59.00
	WALMART-FEE CONTESTED-REFU	GENERAL FUND	RECREATION ADMINSTRAT	14.15-
	AMAZON-THANK YOU CARD-VETE	GENERAL FUND	RECREATION ADMINSTRAT	26.16
	LOS ALTOS TROPHY-STAFF BAD	GENERAL FUND	RECREATION ADMINSTRAT	78.66
	AMAZON-DECALS-OFFICE SUPPL	GENERAL FUND	RECREATION ADMINSTRAT	11.54

WARRANTS 4/20/2022

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON-OFFICE SUPPLIES-SUG	GENERAL FUND	RECREATION ADMINISTRAT	39.30
AMAZON-OFFICE SUPPLIES-TAP	GENERAL FUND	RECREATION ADMINISTRAT	27.25
AMAZON-DESK DRAWER ORGANIZ	GENERAL FUND	RECREATION ADMINISTRAT	11.13
AMAZON-WALLPAPER TOOL KIT	GENERAL FUND	RECREATION ADMINISTRAT	6.90
AMAZON-OFFICE SUPPLIES-DES	GENERAL FUND	RECREATION ADMINISTRAT	328.84
AMAZON-OFFICE SUPPLIES-DES	GENERAL FUND	RECREATION ADMINISTRAT	328.84
ADOBE-SUBSCRIPTION-JENNIFE	GENERAL FUND	RECREATION ADMINISTRAT	14.99
AMAZON PRIME-SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	14.15
CITY DIAMOND BAR-CONCERT S	GENERAL FUND	RECREATION ADMINISTRAT	15.00
CITY DIAMOND BAR-CONCERT S	GENERAL FUND	RECREATION ADMINISTRAT	0.38
AMAZON-MACBOOK DOCKING STA	GENERAL FUND	RECREATION ADMINISTRAT	305.89
AMAZON-MONITOR CABLES	GENERAL FUND	RECREATION ADMINISTRAT	20.73
AMAZON-MONITOR CABLES REFU	GENERAL FUND	RECREATION ADMINISTRAT	14.15
MICHAELS-INTERNAL SAVC SUP	GENERAL FUND	RECREATION ADMINISTRAT	172.42
ADOBE-DUES SUBSCRIPTION-TR	GENERAL FUND	RECREATION ADMINISTRAT	14.99
APPLE- SUBSCRIPTION-EMELIN	GENERAL FUND	RECREATION ADMINISTRAT	9.59
MAILCHIMP-SUBSCRIPTION-EME	GENERAL FUND	RECREATION ADMINISTRAT	460.00
ADOBE-SUBSCRIPTION-ALEZAND	GENERAL FUND	RECREATION ADMINISTRAT	29.99
HB SENIOR CNTR-FACILITY RE	GENERAL FUND	RECREATION ADMINISTRAT	500.00
ROCKIN JUMP-DAY CAMP EXCUR	GENERAL FUND	DAY CAMP	350.00
SCOOTERS JUNGLE-CAMP EXCUR	GENERAL FUND	DAY CAMP	150.00
AMAZON-DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	26.36
AMAZON-DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	23.92
AMAZON-YOUTH VOLLEYBALL SU	GENERAL FUND	SPORTS	43.69
TARGET-HAMPERS-GYM SUPPLIE	GENERAL FUND	SPORTS	28.38
CUSTOMINK.COM-SOCCER TSHIR	GENERAL FUND	SPORTS	341.15
AMAZON-DOOR STOPPERS-GYM S	GENERAL FUND	SPORTS	34.53
HOME DEPOT-GYM LADDER	GENERAL FUND	SPORTS	28.38
TARGET-HAMPER-GYM SUPPLY R	GENERAL FUND	SPORTS	15.27
AMAZON-8 POCKET FOLDER	GENERAL FUND	SPORTS	16.38
AMAZON-DRAWSTRING BAG	GENERAL FUND	SPORTS	1,291.34
4IMPRINT-UNIFORMS-JACKETS	GENERAL FUND	SPECIAL CLASSES	95.63
VONS-MASTER/LIL CHEF CLASS	GENERAL FUND	SPECIAL CLASSES	21.38
AMAZON-PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	37.24
VONS-MASTER/LIL CHEF	GENERAL FUND	SPECIAL CLASSES	39.88
AMAZON-PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	117.98
ELITESCREENS-PROJECTOR SCR	GENERAL FUND	SPECIAL EVENTS	16.00
RACERS DRY CLEAN-WNTR WNDR	GENERAL FUND	SPECIAL EVENTS	36.64
HOME DEPOT-ZIP TIES FOR BA	GENERAL FUND	SPECIAL EVENTS	20.76
AMAZON-WEEKEND OF ART-POST	GENERAL FUND	SPECIAL EVENTS	54.46
AMAZON-WEEKEND OF ART SUPPL	GENERAL FUND	SPECIAL EVENTS	288.22
ORIENTAL TRAD-WEEKND ART S	GENERAL FUND	SPECIAL EVENTS	15.00
AMAZON-GIFT CARD-CONTEST W	GENERAL FUND	SPECIAL EVENTS	109.12
AMAZON-WEEKEND OF ART SUPP	GENERAL FUND	SPECIAL EVENTS	40.22
STAPLES-WEEKEND OF ART SUP	GENERAL FUND	SPECIAL EVENTS	134.77
CANAHL LUMBER-WEEKEND OF A	GENERAL FUND	SPECIAL EVENTS	107.86
AHECI-WEEKEND OF ART STAFF	GENERAL FUND	SPECIAL EVENTS	1,177.86
HAZ RENTL-WEEKND OF ART ST	GENERAL FUND	SPECIAL EVENTS	289.79
TARGET-WEEKEND OF ART SUPP	GENERAL FUND	SPECIAL EVENTS	100.00
ART SUPPLY WRHSE-WEEKND OF	GENERAL FUND	SPECIAL EVENTS	1,377.45
HOLIDAYGOO-SPRING CARNIVL	GENERAL FUND	SPECIAL EVENTS	51.85
OFFICE DEPOT-SUPPLY WEEKND	GENERAL FUND	SPECIAL EVENTS	85.74
HOME DEPOT-SANDBAGS	GENERAL FUND	SPECIAL EVENTS	25.00
PHOTOBIZ-ROTE RACE DOMAIN	GENERAL FUND	SPECIAL EVENTS	280.62
EVO STUDIOS-WINDOW TINT	GARAGE FUND	GARAGE	571.90
GLENN F THOMAS-PD UNIT REP	GARAGE FUND	GARAGE	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AMAZON-DRY ERASE BOARD	GARAGE FUND	GARAGE	57.12
	AUTOZONE-OIL GENERATORS PD	GARAGE FUND	GARAGE	30.58
	LOS AL ORNAMNT-METAL WATER	GARAGE FUND	GARAGE	108.23
	CAMERON WELDING-WELDING GA	GARAGE FUND	GARAGE	129.75
	HOME DEPOT-PAINT SUPPLY IR	GARAGE FUND	GARAGE	51.46
	AMAZON-GOOD MORNING LOS AL	AMERICAN RESCUE PL	INVALID DEPARTMENT	6.42-
	4IMPRINT-ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	106.53
	AMAZON-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	96.04
	AMAZON-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	94.71
	AMAZON-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	59.00-
	AMAZON-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	36.04-
	COSTCO-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	211.81
	VONS-REFUND	AMERICAN RESCUE PL	INVALID DEPARTMENT	2.00-
	VONS-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	118.34
	DONUT HOUSE-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	56.99
	STARBUCKS-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	71.80
	NICKS DELI-GMLA ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	298.53
	NEWEGG-BELL MONITOR	AMERICAN RESCUE PL	INVALID DEPARTMENT	726.04
	TOTAL:			24,509.27
	UNDERGROUND SERVICE ALERT OF SO CAL	GENERAL FUND	STREET MAINTENANCE	49.60
	TOTAL:			49.60
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	162.31
	ADMIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	COMM DEV	GENERAL FUND	NEIGHBORHOOD PRESERVA	30.02
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	243.06
	TOTAL:			475.30
	BRANDI WILLEGAS	GENERAL FUND	FINANCE	20.48
	PARKING REIMBURSEMENT 3/16	GENERAL FUND	FINANCE	12.00
	TOTAL:			32.48
	TONI RAE	AMERICAN RESCUE PL	INVALID DEPARTMENT	400.00
	TOTAL:			400.00
	VOYAGER FLEET SYSTEMS, INC.	GARAGE FUND	GARAGE	8,775.04
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	286.08-
	TOTAL:			8,488.96
	MAXIE'S ENTERPRISES INC.	GENERAL FUND	BUILDING MAINTENANCE	444.07
	TOTAL:			444.07
	WEBER PRINTING COMPANY, INC.	GENERAL FUND	RECREATION ADMINISTRAT	4,850.70
	TOTAL:			4,850.70
	WEX HEALTH, INC.	GENERAL FUND	FINANCE	50.00
	TOTAL:			50.00
	MICHELE M. WILKOSZ	GENERAL FUND	SPECIAL CLASSES	15.60
	ADVANCED GUITAR DROP IN 03	GENERAL FUND	SPECIAL CLASSES	13.65
	ADVANCED GUITAR DROP IN 03	GENERAL FUND	SPECIAL CLASSES	11.70
	TOTAL:			40.95
	WIRELESS TELEMATICS	GENERAL FUND	SPORTS	1,200.00
	TOTAL:			1,200.00

WARRANTS 4/20/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WORLD TRADE PRINTING COMPANY	YOUTH VOLLEYBALL BANNERS	GENERAL FUND	SPORTS	344.79
	WEEKEND OF ART BANNER & SI	GENERAL FUND	SPECIAL EVENTS	503.80
	SPRING CARNIVAL BANNER	GENERAL FUND	SPECIAL EVENTS	155.75
			TOTAL:	1,044.34

FUND TOTALS	
10 GENERAL FUND	107,760.01
20 GAS TAX	560.00
26 MEASURE H	960.00
50 GARAGE FUND	14,915.33
54 SELF INSURANCE TRUST	5,221.24
56 AMERICAN RESCUE PLAN ACT	32,734.48
GRAND TOTAL:	162,551.06

ADVANCED WARRANTS 04/21/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TRAVIS W GOERTZ	LOS AL PARKLET-BAND SERVIC AMERICAN RESCUE PL INVALID DEPARTMENT			3,000.00
	TOTAL:			3,000.00
MICHAEL NGUYEN	PARKLET-MOVIE NIGHT	AMERICAN RESCUE PL INVALID DEPARTMENT		400.00
	TOTAL:			400.00
MISC. VENDOR	PARMA: PARKLET-SIDEWALK SAT AMERICAN RESCUE PL INVALID DEPARTMENT			150.00
RICHARD PARMA				150.00
	TOTAL:			150.00

===== FUND TOTALS =====
 56 AMERICAN RESCUE PLAN ACT 3,550.00

 GRAND TOTAL: 3,550.00

ADVANCED WARRANTS 04/28/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC. VENDOR	RICHARD PARMA: PARKLET	AMERICAN RESCUE PL	INVALID DEPARTMENT	150.00
			TOTAL:	150.00

===== FUND TOTALS =====	
5€ AMERICAN RESCUE PLAN ACT	150.00
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GRAND TOTAL:	150.00
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Retirees Medical Reimbursement

Date: May 02, 2022

Number of Transactions: 17

Total Batch: \$9,904.30

Payroll 4/01/2022

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82	
10-511 City Manager/ City Clerk	\$18,408.53	\$14,737.74	\$0.00	\$1,498.72	\$2,172.07	\$2,465.98	\$3,083.15	\$12,859.40	
10-512 Finance	\$8,948.00	\$8,258.40	\$0.00	\$0.00	\$689.60	\$847.04	\$1,113.55	\$6,987.41	
10-521 Police Administration	\$28,073.79	\$27,099.95	\$0.00	\$0.00	\$973.84	\$2,987.48	\$5,214.84	\$19,871.47	
10-522 Police- Patrol	\$81,832.81	\$49,400.95	\$19,794.58	\$4,659.85	\$7,977.43	\$11,687.22	\$13,812.13	\$56,333.46	
10-523 Police- Investigation	\$15,288.58	\$11,707.90	\$2,579.72	\$0.00	\$1,000.96	\$3,585.34	\$2,012.44	\$9,690.80	
10-524 Police- Records	\$7,136.51	\$4,357.60	\$728.54	\$0.00	\$2,050.37	\$408.77	\$998.20	\$5,729.54	
10-526 Police- Community Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10-528 Police- Traffic	\$2,995.75	\$0.00	\$0.00	\$0.00	\$2,995.75	\$132.35	\$128.74	\$2,734.66	
10-529 Police- Emergency Preparedness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10-531 Development Services- Administration	\$19,701.74	\$14,827.82	\$33.14	\$3,535.98	\$1,204.80	\$1,820.32	\$4,764.18	\$13,117.24	
10-532 Development Services- Planning	\$6,096.81	\$3,237.60	\$121.41	\$0.00	\$2,737.80	\$681.48	\$709.80	\$4,705.53	
10-533 Development Services- Neighborhood Preservation	\$4,013.14	\$0.00	\$0.00	\$0.00	\$4,013.14	\$150.49	\$379.28	\$3,483.37	
10-542 Development Services- Street Maintenance	\$9,716.52	\$6,801.30	\$0.00	\$332.30	\$582.92	\$1,794.74	\$908.57	\$7,013.21	
10-543 Development Services- Park Maintenance	\$3,699.20	\$2,826.40	\$0.00	\$190.70	\$982.10	\$528.59	\$296.20	\$2,874.41	
10-544 Development Services- Facility Maintenance	\$1,996.20	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15	
10-551 Recreation Administration	\$20,819.21	\$19,045.48	\$0.00	\$73.73	\$1,700.00	\$3,554.16	\$2,789.77	\$14,475.28	
10-556 Recreation- Sports	\$19,606.03	\$0.00	\$0.00	\$344.88	\$19,261.15	\$735.23	\$1,257.81	\$17,612.99	
TOTALS	\$249,256.02	\$166,995.54	\$23,257.39	\$10,636.16	\$48,366.93	\$31,570.16	\$37,514.12	\$180,171.74	

REGULAR INPUT: 97 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 96

BENEFITS & WITHHOLDINGS

DESC	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
Fed Taxes		Employee/ Employer (Medicare)						
State Taxes		Employee						
ICMA		Employee						
Local Police Reserves		Employee						
PD Association		Employee						
Local Employees Assoc		Employee						
Nationwide - Full Time		Employee						
Nationwide - FT		Employee/ Employer						
PERS Deferred Comp		Employee/ Employer						
PERS		Employee						
AFLAC		Employee/ Employer						
PERS Medical		Employee/ Employer						
Delta Dental PPO		Employer						
Delta Dental HMO		Employer						
Vs? Vision		Employer						
Standard Self Admin		Employee/ Employer						
Standard Life Optional		Employee						
TOTALS								

DEDUCTION GRAND TOTALS

DESC	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
I-125		I-125	\$664.22		FED W/H	\$219,881.72	\$24,811.84	
I-129		AE/PT	\$201.51		ST WH CA	\$219,881.72	\$9,282.24	
AMP		CLRM	\$45.91		MEDI	\$235,864.60	\$3,420.04	
CMP		DC/CM	\$158.09					
DCI		DC/CM	\$3,542.60					
DCN		DCNW	\$1,115.00					
DCP		DCPRS	\$1,250.76					
DD1		DFPOL		\$208.40				
DD2		DFPO2		\$178.12				
DD3		DFPO3		\$601.11				
DD4		DDMOL		\$8.11				
DD5		DDM02		\$25.24				
DD6		DDM03		\$123.78				
DIS		DISAF	\$15.74					
DLI		DCLIC	\$148.45					
DLP		DCLPE	\$80.22					
LAP		LAPAD	\$20.00					
LEA		LEAAD	\$280.00					
LIF		LIFL	\$178.29					
LTD		A LTD	\$102.37					
MED		MDINS	\$4,926.34	\$19,818.19				
PBB		PRBB	\$481.97					
PC2		PRC2R	\$14.01					
PN1		PERME	\$2,584.80					
PN2		PEPRM		\$2,892.44				
PN3		PEPSE	\$4,795.82					
PN4		PEP5R		\$4,843.77				
POS		POAS	\$1,312.70					
PRO		PRMB	\$1,801.58					
PR2		PRSMR		\$6,914.79				
PR4		PR3SR		\$11,094.58				
PR5		PR3B4	\$1,432.41					
PR6		PR3AF	\$2,106.60					
PR7		PRMBA	\$1,077.16					
PR8		PRMRE	\$1,066.93					
PR9		PRNCC	\$672.34					
RIF		RT-ET	\$41.85					
SUR		SURVI	\$63.84					
V51		VISII	\$45.78					
V52		VISI2	\$123.48					
V53		VISI3						

DEDUCTION GRAND TOTALS

DESC	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG			\$166,895.54					
PTRG			1,724.42					
PHEO			65.00					
HOL			0.00					
OT			19.75					
OTS			285.86					
CDT			8.00					
STBY			4.00					
MOT			0.00					
CAR			0.00					
CELL			0.00					
CERT			0.00					
PRIC			0.00					
MEDR			0.00					
SPAS			0.00					
OCWD			0.00					
OCWE			0.00					
UNIF			0.00					
UNIF			0.00					
FYO			0.00					
RTRO			0.00					
IKPO			0.00					
ADML			23.00					
COMP			1.00					
ENU			54.00					
EAA			18.00					
COMA			36.00					
FHO			0.00					
SICK			61.25					
VAC			1.50					
RTB5			0.00					
POS74			0.00					
POS75			0.00					
POS76			0.00					
POST7			0.00					
POST8			0.00					
POFT			0.00					
POVA			50.00					
BERV			0.00					

DEDUCTION GRAND TOTALS

DESC	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
TOTALS			\$93,409.92				\$45,745.83	\$30,632.12

Payroll 4/15/2022

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82	
10-511 City Manager/ City Clerk	\$20,362.73	\$15,656.78	\$0.00	\$2,703.00	\$2,002.97	\$2,463.05	\$3,782.69	\$14,116.99	
10-512 Finance	\$8,888.00	\$8,258.40	\$0.00	\$0.00	\$629.60	\$847.04	\$1,106.01	\$6,934.95	
10-521 Police Administration	\$27,541.44	\$26,717.60	\$0.00	\$0.00	\$823.84	\$2,987.48	\$5,899.99	\$18,853.97	
10-522 Police- Patrol	\$79,495.89	\$44,261.50	\$17,255.35	\$9,799.84	\$8,179.00	\$11,654.83	\$14,759.77	\$53,081.29	
10-523 Police- Investigation	\$13,931.86	\$11,077.10	\$928.90	\$1,074.90	\$850.96	\$3,623.58	\$1,648.46	\$8,659.82	
10-524 Police- Records	\$7,163.70	\$4,301.40	\$857.10	\$56.20	\$1,949.00	\$407.22	\$1,017.56	\$5,738.92	
10-526 Police- Community Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10-528 Police- Traffic	\$2,307.23	\$0.00	\$0.00	\$0.00	\$2,307.23	\$106.52	\$136.12	\$2,064.59	
10-529 Police- Emergency Preparedness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10-531 Development Services- Administration	\$16,267.60	\$14,952.00	\$0.00	\$200.80	\$1,114.80	\$1,820.32	\$3,431.86	\$11,015.42	
10-532 Development Services- Planning	\$5,826.16	\$3,237.60	\$0.00	\$0.00	\$2,588.56	\$677.01	\$655.58	\$4,493.57	
10-533 Development Services- Neighborhood Preservation	\$10,379.52	\$6,324.20	\$0.00	\$0.00	\$4,075.21	\$152.82	\$383.83	\$3,538.56	
10-542 Development Services- Street Maintenance	\$3,314.20	\$1,263.20	\$0.00	\$1,472.40	\$582.92	\$1,794.74	\$1,066.19	\$7,518.59	
10-543 Development Services- Park Maintenance	\$1,996.20	\$1,971.20	\$0.00	\$1,263.20	\$797.80	\$528.59	\$227.47	\$2,558.14	
10-544 Development Services- Facility Maintenance	\$20,669.21	\$17,971.20	\$0.00	\$25.00	\$133.99	\$328.06	\$32.06	\$1,830.15	
10-551 Recreation Administration	\$18,225.46	\$17,867.57	\$0.00	\$1,251.64	\$1,550.00	\$3,554.16	\$2,756.98	\$14,358.07	
10-556 Recreation- Sports	\$0.00	\$0.00	\$0.00	\$122.52	\$18,102.94	\$683.47	\$1,079.49	\$16,452.50	
TOTALS	\$241,367.61	\$158,811.73	\$19,041.55	\$17,944.50	\$45,569.83	\$31,491.80	\$37,797.46	\$172,078.35	

REGULAR INPUT: 98 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 97

Payroll 4/29/2022

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$55.08	\$13.40	\$854.72	
10-511 City Manager/ City Clerk	\$16,936.35	\$14,575.56	\$0.00	\$1,715.64	\$645.15	\$2,055.96	\$2,594.43	\$12,285.96	
10-512 Finance	\$8,388.00	\$8,258.40	\$0.00	\$0.00	\$129.60	\$709.30	\$934.71	\$6,743.99	
10-521 Police Administration	\$26,841.44	\$21,978.55	\$0.00	\$4,739.05	\$123.84	\$2,170.07	\$5,587.80	\$19,083.57	
10-522 Police- Patrol	\$77,314.29	\$43,672.44	\$16,302.22	\$10,388.36	\$6,951.27	\$10,216.39	\$14,602.68	\$2,495.22	
10-523 Police- Investigation	\$13,860.70	\$9,882.70	\$1,301.84	\$1,825.20	\$850.96	\$2,162.42	\$1,891.16	\$9,344.82	
10-524 Police- Records	\$7,012.17	\$4,357.60	\$674.97	\$0.00	\$1,979.60	\$368.37	\$959.61	\$5,684.19	
10-526 Police- Community Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10-528 Police- Traffic	\$2,194.35	\$0.00	\$0.00	\$0.00	\$2,194.35	\$102.30	\$69.77	\$2,022.28	
10-529 Police- Emergency Preparedness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10-531 Development Services- Administration	\$15,693.79	\$11,814.10	\$276.19	\$3,338.70	\$264.80	\$1,401.10	\$3,349.31	\$10,943.38	
10-532 Development Services- Planning	\$6,602.77	\$3,237.60	\$333.88	\$0.00	\$3,031.29	\$673.61	\$830.23	\$5,098.93	
10-533 Development Services- Neighborhood Preservation	\$4,554.64	\$0.00	\$0.00	\$0.00	\$4,554.64	\$170.80	\$466.47	\$3,917.37	
10-542 Development Services- Street Maintenance	\$10,290.60	\$7,645.80	\$514.08	\$1,587.80	\$642.92	\$1,462.05	\$1,048.21	\$7,780.34	
10-543 Development Services- Park Maintenance	\$3,693.16	\$2,626.40	\$378.96	\$190.70	\$597.10	\$303.63	\$31.70	\$3,057.83	
10-544 Development Services- Facility Maintenance	\$2,406.20	\$1,971.20	\$0.00	\$0.00	\$435.00	\$133.99	\$51.48	\$2,220.73	
10-551 Recreation Administration	\$19,119.20	\$15,299.90	\$0.00	\$3,819.30	\$0.00	\$2,820.72	\$2,490.67	\$13,807.81	
10-556 Recreation- Sports	\$22,176.29	\$0.00	\$0.00	\$253.76	\$21,922.53	\$831.62	\$1,399.74	\$19,944.93	
TOTALS	\$238,007.15	\$146,043.45	\$19,782.14	\$27,858.51	\$44,323.05	\$26,099.71	\$36,621.37	\$175,286.07	

REGULAR INPUT: 100 MANUAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 98

BENEFITS & WITHHOLDINGS

DESC	CD	AMOUNT	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
Fed Taxes				Employee/ Employer (Medicare)				Employee	Employer
State Taxes				Employee				\$27,680.75	\$3,340.89
ICMA				Employee					
Local Police Reserves				Employee					
PD Association				Employee					
Local Employees Assoc				Employee					
Nationwide - Full Time				Employee/ Employer				\$1,502.84	\$1,502.84
Nationwide - PT				Employee/ Employer				\$16,027.66	\$25,725.45
PERS Deferred Comp				Employee/ Employer				\$0.00	\$0.00
PERS				Employee/ Employer				\$0.00	\$0.00
AFLAC				Employee/ Employer				\$0.00	\$0.00
PERS Medical				Employee/ Employer				\$0.00	\$0.00
Delta Dental PPO				Employee/ Employer				\$0.00	\$0.00
Delta Dental HMO				Employee/ Employer				\$0.00	\$0.00
VSP Vision				Employee/ Employer				\$0.00	\$0.00
Standard Self Admin				Employee/ Employer				\$0.00	\$0.00
Standard Life Optional				Employee/ Employer				\$0.00	\$0.00
TOTALS								\$45,211.25	\$30,569.18

DEDUCTIONS

DESC	CD	AMOUNT	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	125	\$144,177.45	I-125	\$664.22		FED W/H	\$213,642.64	\$24,339.86	
PRG	129	\$36,818.11	I-129	\$201.51		ST WH CA	\$213,642.64	\$0,940.62	
PHEO	APP	\$1,551.55	AFUPT	\$45.91		MEDI	\$230,409.42	\$3,340.89	\$3,340.89
HOL	CMP	\$-	CLGM	\$159.09					
OT	DCI	\$2,178.08	DCIM	\$3,542.60					
OTS	DCN	\$16,238.71	DCNW	\$1,115.00					
CROT	DCP	\$706.49	DCPRS	\$1,250.75					
STBY		\$658.86							
MOT	DD1	\$215.13	DPEO1						
CAR	DD2	\$-	DPEO2						
CELL	DD3	\$-	DPEO3						
CERT	DD4	\$-	DDNO1						
PHC	DD5	\$651.16	DDNO2						
MEDR	DD6	\$-	DDNO3						
SPAS	DIS	\$1,444.40	DISAF	\$15.74					
SPK	DII	\$121.68	DCLIC	\$148.45					
CCWD	DIP	\$500.00	DCLPE	\$80.22					
OCWE	DIP	\$320.00	LARAD	\$20.00					
UNIF		\$100.00							
UNIF	LEA	\$100.00	LAEAD						
FTO	LIF	\$-	LIFE						
FTO	LTD	\$-	A LTD						
IXEO		\$-							
ADML	MED	\$5,012.50	MDINS	\$481.97					
COMP	PBB	\$-	PR3BB						
EAU	PC2	\$1,874.04	PC2R	\$14.01					
EA	PN1	\$-	PE3ME	\$2,584.80					
COMA	PN2	\$-	PE3MR						
FRO	PN3	\$3,224.86	PE3E	\$4,762.02					
SICK	PN4	\$3,251.66	PE3R						
VAC	POS	\$14,495.45	POAS	\$1,312.70					
RTBS		\$-							
POST4	PRO	\$-	PRMB	\$1,801.58					
POST5	PR2	\$-	PRSMR						
POST6		\$-							
POST7	PR4	\$2,160.32	PR3SR						
POST8	PR5	\$340.70	PR3BA	\$1,432.41					
POST9	PR6	\$-	PR3AE	\$2,156.60					
POVA	PR7	\$-	PR3BA	\$1,077.16					
BERV	PR8	\$-	PR3AF	\$1,066.53					
RTOT	PR9	\$-	PR3CC	\$672.34					
ENS1	RT-PT	\$ 1,866.00	RT-PT	\$1,502.84					
	SUR		SURVI	\$41.85					
	V31		V31I1						
	V32		V31I2						
	V33		V31I3						

DEDUCTION GRAND TOTALS

DESC	CD	AMOUNT	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
TOTALS								\$45,211.25	\$30,569.18

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

REGULAR MEETING – April 18, 2022

1. CALL TO ORDER

The City Council met in Regular Session at 6:00 p.m., Monday, April 18, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Police Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief Orange County Fire Authority
Chelsi Wilson, Administrative Service Manager

3. PLEDGE OF ALLEGIANCE

Council Member Chirco led the Pledge of Allegiance.

4. INVOCATION

Mayor Hasselbrink gave the Invocation.

5. PRESENTATIONS

A. Presentations of a Proclamation to OneLegacy Ambassador in Recognition of National Donate Life Month

Mayor Hasselbrink and the City Council presented a Proclamation to Rachel Rodriguez, a OneLegacy Ambassador and Donor Grandmother. Ms. Rodriguez spoke briefly.

B. Introduction of Police Officer Daniel Kim

Chief Claborn and the City Council introduced Officer Kim to the community. Officer Kim spoke briefly.

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 Hasselbrink opened Oral Communications. There being no one present wishing to speak, Mayor Hasselbrink closed Oral Communications.

7. 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 Chirco spoke regarding attendance at Coffee with a Cop, Los Alamitos Community Foundation Board meeting, Spring Carnival, and the Adjourned City Council meeting on April 11, 2022.

Council Member Nefulda spoke regarding attendance at the Spring Carnival and upcoming Parklet Series.

Council Member Bates spoke regarding attendance at the Spring Carnival, Regional Military Affairs Committee, Ribbon Cutting Ceremony at Subway, and Candlelight Celebration of the Los Alamitos High School Orchestra. He spoke regarding the upcoming Orange County Sanitation District construction project and Poetry Celebration Month at the Library.

Mayor Pro Tem Doby spoke regarding attendance at the Orange County Human resource Commission meeting, Grand Opening for the Senior Living Facility, Coffee with a Cop, Ribbon Cutting Ceremony at Subway, and Spring Carnival. She encouraged residents to support the schools during their fundraiser, stated the importance of recognizing parent volunteers, and gave recommendations for Doughnut Hut and Katella Deli.

Mayor Hasselbrink spoke regarding attendance at the Americana Awards event, presentation of the groundbreaking shovel of the Orange County Veteran's Cemetery to the American Legion, Los Alamitos Community Foundation meeting, Spring Carnival, and Coffee with a Cop.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for and received an overview of the Parklet Series from Development Services Director Noda.

9. WARRANTS

Council Member Bates asked for and received clarification for various items on the Warrant Register.

Motion/Second: Chirco/Doby

Unanimously Carried: The City Council ratified the Warrants for the period from March 8, 2022, through April 4, 2022 in the amount of \$1,221,182.17

ROLL CALL

Mayor Hasselbrink	Aye
Mayor Pro Tem Doby	Aye
Council Member Bates	Aye
Council Member Chirco	Aye
Council Member Nefulda	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.

City Manager Simmons pulled item 10C.

Council Member Bates asked questions on items 10F and 10G.

Motion/Second: Chirco/Doby

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

- A. Approval of Minutes (City Clerk)**
Approved the City Council Regular Minutes of March 21, 2022 and Adjourned Regular Minutes of April 11, 2022.
- B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (City Attorney)**
For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

The City Council made the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California’s Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,

3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

C. Amendment No. 4 to the Consulting Services Agreement with Michael Balliet Consulting, LLC for Solid Waste Diversion and State-Mandated Compliance Consulting Service (Development Services)

This item seeks approval of Amendment No. 4 with Michael Balliet Consulting, LLC (MBC), to continue to provide solid waste consulting for an additional two years ending on June 30, 2024. The current Professional Services Agreement (PSA) expires on June 30, 2022.

The City Council authorized the Mayor to execute Amendment No. 4 to the Consulting Services Agreement with Michael Balliet Consulting, LLC (MBC) extending the term of the Agreement for an additional two years ending on June 20, 2024. The maximum amount of compensation paid by City to MBC for on-call and as-needed services would be \$44,500 (\$22,500 in contract year one, and \$20,000 in contract year two).

D. Amendment No. 8 to Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC (Development Services)

This item seeks approval of Amendment No. 8 to the Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC to allow for the continued provision of services until June 30, 2023. The current Professional Services Agreement (PSA) (“Agreement”), as extended by Amendment Nos. 1-7, will expire on June 30, 2022.

The City Council authorized the Mayor to execute Amendment No. 8 to the Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC, to extend the term of the Agreement, with no fiscal impact, for an additional twelve (12) months, ending on June 30, 2023.

E. Amendment No. 1 to the Professional Services Agreement with Terra Nova Planning & Research, Inc. for Preparation and Consultation of the City’s General Plan Housing Element (Development Services)

This item seeks approval of Amendment No. 1 with Terra Nova Planning & Research, Inc., to continue to provide preparation and consultation on the City’s General Plan Housing Element until December 31, 2022.

The City Council authorized the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Terra Nova Planning & Research, Inc., extending the term of the Agreement until December 31, 2022. If approved, the Amendment would increase the maximum amount of compensation paid by City to Terra Nova Planning & Research pursuant to the PSA by \$13,400.

F. Award of Contract to United Storm Water for the Installation of Catch Basin CPS (Connector Pipe Screens) Project Citywide (CIP No. 21/22-05) (Development Services)

This item recommended award of Contract to United Storm Water to begin fabrication and installation of storm water protection Connector Pipe Screen (CPS) units in the City's 122 catch basins. This project will install trash screens in the City's catch basins as a requirement of the State Water Quality Control Board.

City Council and Staff discussed possible prioritization of storm drain needs, significant increases in material costs, NPDES requirements, and, current vendors ability to offer a competitive price due to having material in stock.

The City Council:

1. Awarded of Contract for the fabrication and installation of the Catch Basin CPS (Connector Pipe Screens) Project Citywide (CIP No. 21/22-05) in the amount of \$92,529.68 to United Storm Water, Inc., and,
2. Authorized the Mayor to execute the contract with United Storm Water, Inc. for the project; and,
3. Authorized City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 5% or \$4,626.48; and,
4. Appropriated \$6,874.32 to the Installation of Catch Basin CPS (Connector Pipe Screens) Project account funding from the Measure M account.

G. Resolutions Establishing the City's Urban Forest Program (Development Services)

The proposed resolutions will enhance the City's Urban Forest Program by revising specific sections within the Parkway Tree Master Plan including an update to the City's approved tree list; adopt the Tree City USA standards; and, establish a Tree Dedication Memorial Program.

City Council and Staff discussed ensuring a policy was in place to replace removed trees as quickly as possible.

The City Council:

1. Adopted Resolution No. 2022-14, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING THE PARKWAY TREE MASTER PLAN"; and,

2. Adopted Resolution No. 2022-15, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA ESTABLISHING THE TREE DEDICATION MEMORIAL PROGRAM".

H. Appointment to the Parks, Recreation, and Cultural Arts Commission (City Clerk)

This report provided relevant information by which the City Council may appoint to the Parks, Recreation, and Cultural Arts Commission.

The City Council appointed Janet Gallagher to the Parks, Recreation, and Cultural Arts Commission for an unexpired term ending December 2025.

Mayor Hasselbrink recognized newly appointed Parks, Recreation, and Cultural Arts Commissioner Janet Gallagher present in the audience.

11. PUBLIC HEARING

A. Fiscal Year 2022-23 Master Fee Schedule Update (Finance)

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which includes a 7.4% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

City Manager Simmons introduced the item Finance Director Koehler summarized the staff report.

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

City Council and Staff discussed the following:

- Consumer Price Index (CPI) of 7.4% was steep
- Consideration of less than full cost recover at 5%
- Only fees applicable to the CPI will receive the adjustment
- Concern for falling behind on cost recover moving forward
- Internal structure of the City has changed
- Fees can be reset after a comprehensive fee study is completed

Motion/Second: Bates/Nefulda

Unanimously Carried: The City Council:

1. Opened the Public Hearing; and,
2. Review the Fiscal Year 2022-23 Master Fee Schedule Update, and;

3. Directed Staff to revise the Master Fee Schedule to reflect a 5% Consumer Price Index; and,
4. Continued the Public Hearing to June 16, 2022 at 6:00 p.m.

B. Ordinance No. 2022-02 – Permitting the Keeping of Female Chickens (Hens) in Residential Zones (ZOA 22-01) (Development Services)
 Consideration of Ordinance No. 2022-01 concerning the keeping of female chickens, or hens, in residential zones.

Development Services Director Noda summarized the staff report.

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

City Council and Staff discussed the following:

- Coops would not be allowed in setbacks due to fire codes
- Coops would have to meet a variety of standards to be approved including square footage
- Clarification on setbacks, dwelling units, and property lines
- Requirement of 20 feet from neighbor’s outside wall
- Application for the resident who brought the item forward and for the Planning Commission’s due diligence

Motion/Second: Chirco/Bates

Unanimously Carried: The City Council:

1. Opened the Public Hearing; and,
2. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2022-02; and,
3. City Attorney Daudt read the title of Ordinance No. 2022-02 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 6.20.010, AND 8.32.020.24 OF THE LOS ALAMITOS MUNICIPAL CODE, AND ADDING NEW SECTION 6.20.180 TO THE LOS ALAMITOS MUNICIPAL CODE CONCERNING the keeping of FEMALE chickens (hens) in residential zones (ZOA 22-01) (CITY INITIATED).”

12. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Shelley Hasselbrink, Mayor

Employee/Organization: Chet Simmons, City Manager
Authority: Government Code Section 54957.6

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
Authority: Government Code Section 54957

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed session at 6:57 p.m.

RECONVENE

The City Council reconvened in Regular session at 7:48 p.m.

City Attorney Daudt stated there was no reportable action.

13. ADJOURNMENT

The City Council adjourned at 7:48 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings

SUMMARY

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

RECOMMENDATION

Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

BACKGROUND

Assembly Bill 361 (AB 361) was signed into law by the Governor on September 16, 2021. A portion of AB 361 enacted amendments to California Government Code section 54953 regarding teleconference meetings. Those amendments authorize local agencies, like the City, to continue to conduct meetings by teleconference during a Governor-proclaimed state of emergency provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings. A "teleconference" occurs for purposes of AB 361 whenever one or more members of the City Council connect to a City Council meeting via electronic means. Thus, even if four members of the City Council meet in person, if the fifth joins the meeting via Zoom, the meeting will be a teleconference meeting that must be conducted in accordance with the requirements of AB 361. For purposes of AB 361 "...state of emergency' means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act..." Cal. Gov't Code Sec. 54953(e)(4). Section 8265 of CESA in turn refers to a state of emergency proclaimed by the Governor.

A new requirement in AB 361 requires specific findings be reaffirmed at least every thirty (30) days in order for the City Council to continue to have the option for one (1) or more of its members to use teleconferencing.

DISCUSSION

The Required Findings

The teleconference provisions in AB 361 may only be utilized as long as a Governor-proclaimed state of emergency remains active, or while state or local officials have recommended measures to promote social distancing. When either of those is the case (both are true at this time), then in order to continue to teleconference using the new provisions of AB 361, the City Council must make the following findings by majority vote every 30 days:

(A) The City Council has reconsidered the circumstances of the state of emergency; and,

(B) Either of the following circumstances exist:

- i. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- ii. State or local officials continue to impose or recommend measures to promote social distancing (Cal Gov't Code Sec. 54953(e)(3))

To comply with that requirement, the recommended action would have the City Council find each of the following:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

The "Every 30 Days Thereafter" Requirement

As noted above, AB 361 findings must be made "no later than 30 days after teleconferencing for the first time pursuant to , and every 30 days thereafter..."

In order to preserve the option for the City Council or individual members of the City Council to participate in meetings during the pandemic via teleconference in the future, the City Council will have to adopt the required findings at least every 30 days.

Potential Consequence of Not Making the Findings Every 30 Days

AB 361 does not expressly state what happens if a legislative body fails to make the required findings "every 30 days." However, it expressly requires the timely re-approval of the findings "in order to continue to teleconference" in the manner that AB 361 authorizes.

As a result, if the City Council does not adopt the required findings every 30 days, then the City Council could be precluded from continuing to teleconference thereafter, perhaps even if the City Council was willing to adopt the findings at a later date. For this reason, the City Attorney

recommends that the City Council adopt the required findings at this time and at least every 30 days thereafter, unless the City Council decides as a permanent matter that it will no longer permit teleconferencing at all (e.g., regardless of whether the state of emergency worsens).

Procedural Requirements for The Conduct of Teleconference Meetings

AB 361 contains several new requirements for the conduct of teleconference meetings with which the City has prepared to comply. Specifically, each meeting must:

1. Allow members of the public to attend and comment at the meeting via call-in option or internet-based service option; and,
2. Protect the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,
3. In the event of disruption which prevents broadcasting the meeting or which prevents members of the public from offering public comments via the call-in or internet-based option, the City Council must take no further action until the disrupted public access is restored; and,
4. The City may not require public comments to be submitted in advance, and must offer the opportunity for the public to offer comments “in real time” during the meeting; and,
5. The public must be allowed “a reasonable amount of time per agenda item to allow members of the public to provide public comment, including time for members of the public to register , or otherwise be recognized for the purpose of providing public comment.

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 10C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Resolutions Pertaining to the November 8, 2022 General Municipal Election

SUMMARY

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 8, 2022. It is City policy to consolidate the local election with the County of Orange. In order to enable such consolidation, it is necessary to adopt resolutions calling and giving notice of the election, requesting consolidation with the County, and adopting regulations pertaining to materials prepared by any candidate for a municipal election, including costs of candidates' statements.

RECOMMENDATION

1. Adopt Resolution No. 2022-16 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY'S CHARTER"; and,
2. Adopt Resolution No. 2022-17 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE"; and,
3. Adopt Resolution No. 2022-18, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022."

BACKGROUND

The City originally transitioned to a district-based election system for Council members with the adoption of Ordinance No. 2018-05 on July 30, 2018. Pursuant to Elections Code section 21601, cities with by-district election systems are required to redraw their district boundary

maps following each decennial federal census to ensure compliance with the California and federal Voting Rights Acts.

The City Council unanimously selected NDC Map 5 as the preferred District Boundary Map and adopted Ordinance No. 2022-01 at its Adjourned Regular meeting of April 11, 2022. Two offices (District 4 and 5) on the City Council will be subject to election on November 8, 2022.

In order to reduce costs and simplify the Election process, it is the City's policy to request consolidation of its election with that of the County. It is necessary to submit the appropriate Resolutions to the County of Orange.

DISCUSSION

Pursuant to Sections 10400 - 10418 of the Elections Code and provisions of law in the California Government Code, specific Resolutions must be adopted in order to proceed with the General Municipal Election. Attached for City Council review and action are three Resolutions to call for the election, request its consolidation with the Statewide General Election, and establish regulations for candidates' statements that satisfy requirements to hold the November 8, 2022 election.

Call the Election

Elections Code §§12001, 13119 requests the governing body adopt a Resolution calling the election. Resolution No. 2022-16 calls for and provides notice of the election for two Members of the City Council on Tuesday, November 8, 2022 and states Council will resolve a tie vote by lot.

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

Request Consolidation with Statewide General Election

Resolution No. 2022-17 requests the Orange County Board of Supervisors to consolidate the election with the Statewide General Election. In order to increase voter turnout, consolidate efforts and cost, the City has consolidated Elections with Statewide General Election. This allows the City's election to appear on the same ballot as the Statewide General Election, allows for joint polling locations, and authorizes the Orange County Registrar of Voters to canvass the election results.

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

Candidates Statement

Resolution No. 2022-18 establishes regulations for candidates' statements and includes requirements of the Voting Rights Act relative to foreign language policy.

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

Ballot Measures

This report only addresses calling the Election for two Council seats on November 8, 2022. Should Council decide at a later date to put forward a ballot measure, additional Resolutions will be required. The deadline to submit a ballot measure to the County is August 12, 2022.

FISCAL IMPACT

The Orange County Registrar of Voters has estimated the November 8, 2022, Election to between \$14,501 - \$17,739. The Community Center has also been selected as a Vote Center. Staffing for the voting center during non-operational hours of the Community Center will cost approximately \$3,000.

In addition, staff administrative costs, public hearing translation expenses, and publication costs will be incurred. Sufficient funds have been included in the FY 2022-23 budget for expenses.

- Attachment:
1. Resolution No. 2022-16 - Call the Election
 2. Resolution No. 2022-17 - Consolidate with County
 3. Resolution No. 2022-18 - Candidate Statements

RESOLUTION NO. 2022-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY'S CHARTER

WHEREAS, under the provisions of the City's Charter, a General Municipal Election shall be held on November 8, 2022 for the election of Municipal Officers.

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

SECTION 1. That pursuant to the requirements of the City's Charter there is called and ordered to be held in the City of Los Alamitos, California, on Tuesday, November 8, 2022 a General Municipal Election for the purpose of electing a District 4 Council Member, and a District 5 Council Member for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie

votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this 16th day of May, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 16th day of May, 2022 by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

RESOLUTION NO. 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Los Alamitos called a General Municipal Election to be held on November 8, 2022 for the purpose of the election of a District 4 Council Member and a District 5 Council Member; and,

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

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

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8, 2022, for the purpose of the election of a District 4 Council Member and a District 5 Council Member

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 16th day of May, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 16th day of May, 2022 by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

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

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

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Los Alamitos on Tuesday, November 8, 2022 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

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

SECTION 3. PAYMENT.

A. Translations:

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

B. Printing (choose one or more as appropriate):

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

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

SECTION 4. MISCELLANEOUS. All translations shall be provided by professionally-certified translators. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

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

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

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

SECTION 8. That this resolution shall apply only to the election to be held on November 8, 2022 and shall then be repealed.

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

PASSED, APPROVED AND ADOPTED this 16th day of May, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 16th day of May, 2022 by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 10D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Treasurer's Quarterly Investment Report - March 2022

SUMMARY

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

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – March 2022.

BACKGROUND

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

DISCUSSION

This report is a summary of the City's investment activities and portfolio listing and balances for the quarter ending March 31, 2022.

FISCAL IMPACT

None.

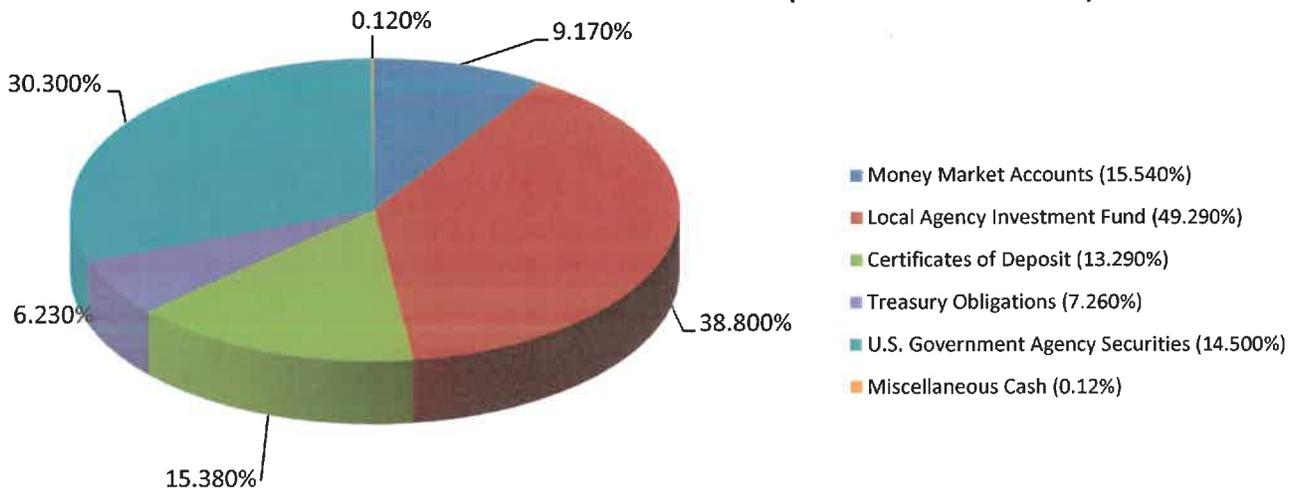
Attachment: 1. Treasurer's Quarterly Investment Report
 2. Pooled Investment Portfolio Holdings



CITY OF LOS ALAMITOS Quarterly Investment Report March 31, 2022

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 1,734,918.31	\$ 1,734,918.31
Local Agency Investment Fund (LAIF)	7,363,026.20	7,344,170.37
Certificates of Deposit	2,972,000.00	2,911,457.39
Treasury Obligations	1,250,000.00	1,179,248.00
U.S. Government Agency Securities	6,000,000.00	5,755,413.75
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	19,323,444.51	18,928,707.82
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	175.50	175.50
TOTAL INVESTMENTS HELD BY FISCAL AGENT	175.50	175.50
TOTAL CASH & INVESTMENTS	\$ 19,323,620.01	\$ 18,928,883.32

COMPOSITION OF POOLED PORTFOLIO (NON-FISCAL AGENT)



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/15/21. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 2.01 years, and the weighted average yield on cost is 0.498%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Finance Director



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
March 31, 2022

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
MONEY MARKET ACCOUNTS								
US Bank		Varies	Varies	Coll. ¹	Varies	1,734,918.31	0.50%	1,734,918.31
SUBTOTAL MONEY MARKET ACCOUNTS						1,734,918.31		1,734,918.31
LOCAL AGENCY INVESTMENT FUND (LAIF)		Varies	Varies	NR	Varies	7,363,026.20	0.21%	7,344,170.37
CERTIFICATES OF DEPOSIT								
BMW Bank North America (FDIC Gtd)	05580ANT7	3.10%	08/10/22	FDIC	08/10/18	246,000.00	3.10%	248,238.11
Wells Fargo Bank (FDIC Gtd)	949763UD6	3.25%	09/28/22	FDIC	09/28/18	249,000.00	3.25%	251,991.74
Morgan Stanley (FDIC Gtd)	61747MY70	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	250,992.82
Synchrony Bank (FDIC Gtd)	87164YXH2	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	251,621.59
CitiBank (FDIC Gtd)	17312QT33	3.30%	09/21/23	FDIC	09/21/18	245,000.00	3.30%	250,825.12
Medallion Bank Utah CTF	58404DHQ7	0.55%	07/30/25	FDIC	07/30/20	249,000.00	0.55%	233,665.83
Texas Exchange Bank SSB	88241TLA6	0.80%	06/04/26	FDIC	06/04/21	248,000.00	0.80%	230,922.97
Sallie Mae Bank Salt Lake UT	795451AF0	1.00%	07/28/26	FDIC	07/28/21	248,000.00	1.00%	232,325.90
Goldman Sachs Bank	38149MG64	0.40%	11/03/28	FDIC	10/28/21	248,000.00	0.40%	242,682.14
Capital One Bank	14042TEU7	2.25%	03/23/27	FDIC	03/17/22	247,000.00	2.25%	242,992.67
Bank of Hapoalim New York	06251A3MO	1.50%	01/22/27	FDIC	01/22/22	250,000.00	1.50%	237,905.75
State Bank of India New York NY	856285C33	1.45%	01/22/27	FDIC	01/22/22	250,000.00	1.45%	237,292.75
SUBTOTAL CERTIFICATES OF DEPOSIT						2,972,000.00		2,911,457.39
TREASURY OBLIGATIONS								
U. S Treasury Notes	91282CDH1	0.75%	11/15/24	AAA	12/15/21	500,000.00	0.75%	477,832.00
U. S Treasury Notes	912828ZF0	0.50%	03/31/25	AAA	05/26/21	500,000.00	0.50%	470,918.00
U. S Treasury Notes	91282CAT8	0.25%	10/31/25	AAA	10/28/21	250,000.00	0.25%	230,498.00
SUBTOTAL TREASURY OBLIGATIONS TOTAL						1,250,000.00		1,179,248.00
U.S. GOVERNMENT AGENCY SECURITIES								
Federal Home Loan Bank	3130AM5Q1	0.440%	04/29/24	AAA	12/15/21	500,000.00	0.44%	480,079.00
Federal Home Ln Mtg Corp MTN NTS	3134GWEA0	0.450%	07/29/24	AAA	07/29/20	750,000.00	0.45%	720,059.25
Federal Home Loan Banks	3130ALCV4	0.750%	02/24/26	AAA	10/28/21	250,000.00	0.75%	231,461.50
Federal Farm Credit Banks	3133ENBK5	1.140%	10/20/26	AAA	12/15/21	250,000.00	1.14%	233,686.75
Federal Home Loan Bank	3130APFU4	1.050%	10/28/26	AAA	10/28/21	250,000.00	1.05%	234,804.75
FHLB STEP-UP	3130APTZ8	VAR	11/24/26	AAA	11/21/21	500,000.00	VAR	478,068.50
FHLB Agency Note	3130AQRH8	2.000%	02/25/27	AAA	02/25/22	1,000,000.00	2.00%	954,054.00
Federal Home Loan Banks	3130AR4T5	2.000%	03/22/27	AAA	03/22/22	500,000.00	2.00%	490,610.00
Federal Home Loan Banks	3130AQWJ8	2.050%	03/22/27	AAA	03/22/22	1,000,000.00	2.05%	969,378.00
Federal Home Loan Banks	3130AQRH8	2.000%	02/22/27	AAA	02/22/22	1,000,000.00	2.00%	963,212.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES						6,000,000.00		5,755,413.75
MISCELLANEOUS CASH						3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS						10,222,000.00		9,846,119.14
TOTAL POOLED CASH & INVESTMENTS						19,323,444.51		18,928,707.82

¹ Collateralized in accordance with Section 53652 of the CA state code.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 10F

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Award of Bid for the Citywide Striping and Pavement Markings Project
(CIP No. 21/22-02)**

SUMMARY

This item recommends awarding a bid to Superior Pavement Markings to begin the striping and pavement markings project on various streets in Los Alamitos.

RECOMMENDATION

1. Award of contract for the Citywide Striping and Pavement Markings Project (21/22-02) in the amount of \$71,639.70 to Superior Pavement Markings; and,
2. Authorize the Mayor to execute the contract with Superior Pavement Markings for the project; and,
3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$7,163.97

BACKGROUND

Street and pavement markings are used to convey important safety messages to roadway users, assist with safety for vehicles, bicyclists, and pedestrians, and provide directions for drivers. Maintenance to keep all pavement markings clear, concise, and up to date is important and the project will assist in maintaining safe and up-to-date striping and pavement markings that comply with current Federal and State standards.

DISCUSSION

The City has prepared a street and pavement marking plan to upgrade and update markings on selected Los Alamitos streets.

- Striping on Florista Avenue in the Old Town West neighborhood between Oak Street and Los Alamitos Boulevard.
- Street striping and pavement marking on Briggeman Drive.
- Upgrade the street striping and pavement markings on Cerritos Avenue to improve safety along Los Alamitos High School.
- Street striping and pavement markings will be done in the New Dutch Haven

neighborhood, including Harrisburg Road, Snark Street, Cherry Street, Pine Street, and Reagan Street.

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of the Event News-Enterprise and the F.W. Dodge publication. Bids for the project were publicly opened on March 29, 2022 at 11:00 a.m. From the three (3) total bids received, it was determined that the lowest responsible bid submitted was from Superior Pavement Markings with the total bid amount of \$71,540.50. The bid results are provided below:

Sterndahl Enterprises, Inc.	\$100,810.00
Superior Pavement Markings	\$ 71,639.70
Safe USA, Inc.	\$106,195.00
	Average \$ 92,881.57

The following represents an approximate timeline for the completion of the project, which consists of the installation of new street and pavement markings.

05/16/2022 Award of Contract
06/20/2022 Start of construction
08/08/2022 End of construction

FISCAL IMPACT

The project budget was bid at \$71,639.70 with an additional \$7,163.97 for contingency, advertisement, and construction management for a total of \$100,000. Gas Tax (Fund 20) will provide \$75,000 and the General Fund will provide \$25,000 for a total of \$100,000 to fund the project.

- Attachment:
1. Superior Pavement Markings Agreement (CIP 21-22-02)
 2. Plans and Specifications Street & Pavement Markings Project

CITY OF LOS ALAMITOS

**CONTRACT AGREEMENT FOR
CITYWIDE STRIPING AND PAVEMENT MARKINGS
SPECIFICATION NO. CIP 21/22-22
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS CONTRACT AGREEMENT (hereinafter “Agreement” or “Contract” or “Contract Agreement”) is made and entered into for the above stated Project this 16th day of May, 2022, BY AND BETWEEN THE **CITY OF LOS ALAMITOS**, as CITY, and Superior Pavement Markings Inc., as CONTRACTOR. WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, 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 (hereinafter collectively the “Contract Documents”). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of 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.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, 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 aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property

owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

ARTICLE X

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement, contract, or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 requirements, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

CONTRACTOR agrees to include Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language,

upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 75.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before this Agreement is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

SHELLEY HASSELBRINK, MAYOR
CITY OF LOS ALAMITOS

SUPERIOR PAVEMENT MARKINGS INC.

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

WINDMERA QUINTANAR, CITY CLERK
CITY OF LOS ALAMITOS

(TITLE)

BY: _____
(PRINT)

MICHAEL S. DAUDT, CITY ATTORNEY
CITY OF LOS ALAMITOS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED,
ATTACH JURAT.

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

Subscribed and sworn to this ___ day of _____, 2022

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**CITYWIDE STRIPING AND PAVEMENT MARKINGS
SPECIFICATION NO. CIP 21/22-22
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that Superior Pavement Markings Inc., 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 Seventy-One Thousand Six Hundred Thirty-Nine and Seventy Cents (\$71, 639.70) 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: CITYWIDE STRIPING AND PAVEMENT PARKINGS NO. CIP 21/22-22 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 or 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 _____, 2022.

Contractor* John Lucas
 Superior Pavement Markings, Inc.
 5312 Cypress Street
 Cypress, CA 90630
 (714) 995-9100

SURETY*.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title,

address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____, 2022.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

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

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: _____

Superior Pavement Markings Inc.
(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

**CITYWIDE STRIPING AND PAVEMENT MARKINGS
SPECIFICATION NO. CIP 21/22-22
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

**CITYWIDE STRIPING AND PAVEMENT MARKINGS
SPECIFICATION NO. CIP 21/22-22
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: _____

SIGNING AND STRIPING GENERAL NOTES

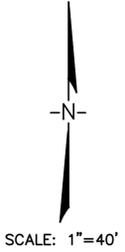
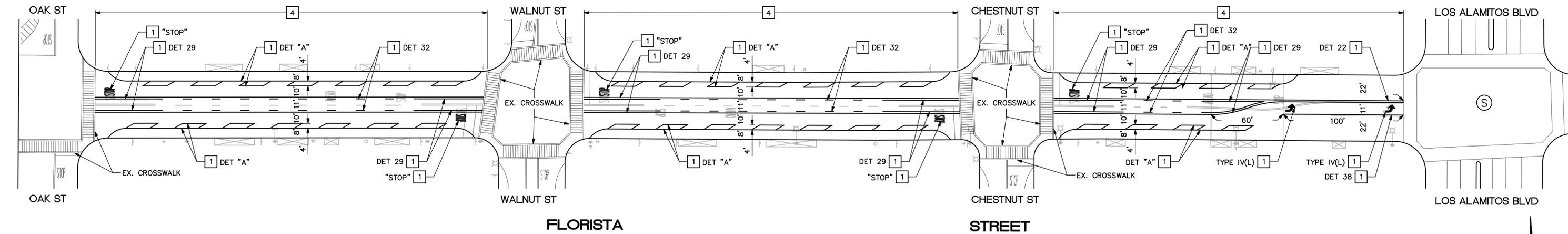
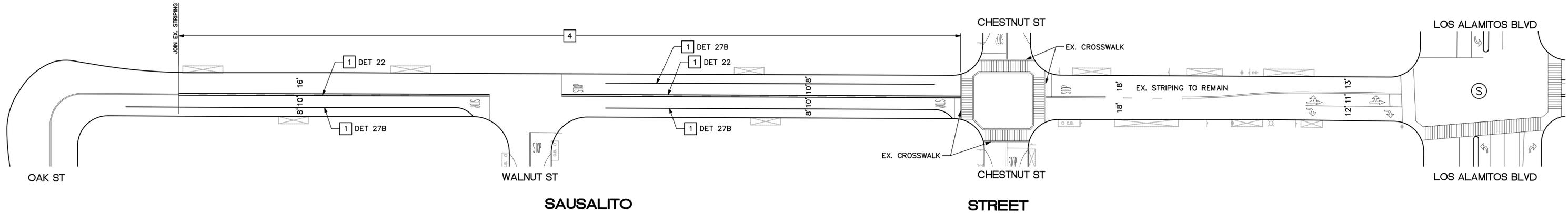
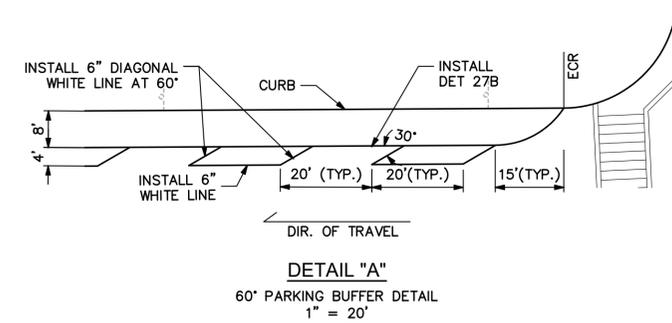
- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- REMOVE ALL EXISTING STRIPING PRIOR TO INSTALLING NEW.
- REMOVAL OF ALL STRIPING AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

STRIPING CONSTRUCTION NOTES

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 4 REMOVE CONFLICTING STRIPING.

LEGEND

- (S) SIGNALIZED INTERSECTION



REVISIONS		
NUMBER	DATE	INITIALS

REFERENCES	
	APPV'D



		DATE
DRAWN BY	BC, MO	1/31/2022
CHECKED BY	FI	1/31/2022
DESIGNED BY	BC, MO	1/31/2022
APPROVED		1/31/2022
	City Engineer	Date

CITY OF LOS ALAMITOS
SIGNING & STRIPING PLAN
 SAUSALITO ST AND FLORISTA ST

NOT FOR CONSTRUCTION

FILE: L:\107051 - LOS AL TE Svcs (Previous\025244)\2022 City Wide Striping Project\900-P&S&E\01-Plans\A-STRIPING-01-COLD TOWN WEST.dwg

USER: bcrnz DATE: Jan 31, 2022 4:22pm

SIGNING AND STRIPING GENERAL NOTES

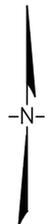
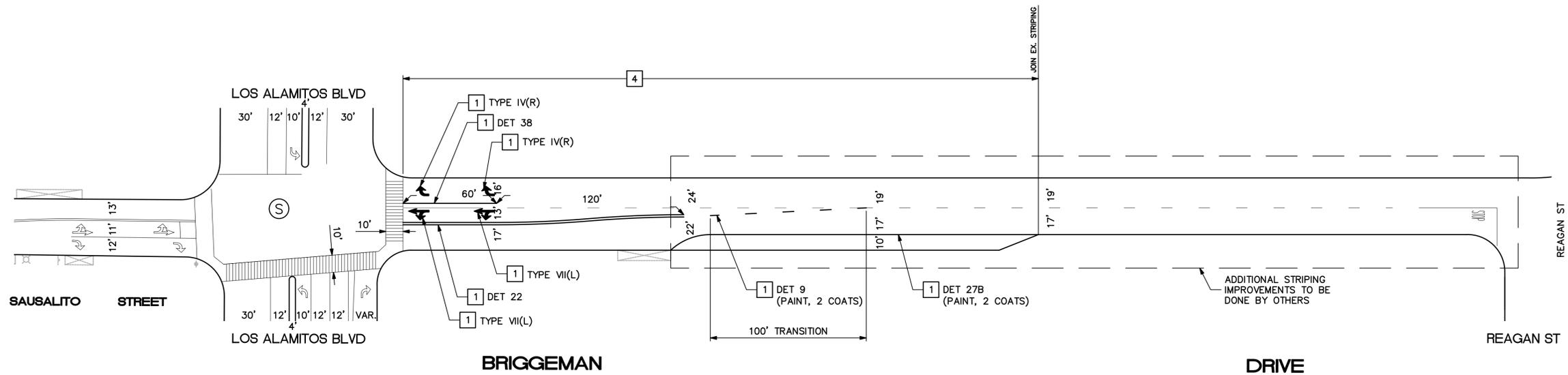
- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
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- ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

STRIPING CONSTRUCTION NOTES

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 4 REMOVE CONFLICTING STRIPING.

LEGEND

- (S) SIGNALIZED INTERSECTION



SCALE: 1"=40'

FILE: I:\107051 - LOS AL TE Svcs (Previous\105244)\2022 City Wide Striping Project\900-P-PS&E\01-Plans\PL-STRIPING-02-BRIGGEMAN DR.dwg



REVISIONS		
NUMBER	DATE	INITIALS

REFERENCES
APPV'D



WILLDAN Engineering		DATE
DRAWN BY	BC, MO	1/18/2022
CHECKED BY	FI	1/18/2022
DESIGNED BY	BC, MO	1/18/2022
APPROVED		1/18/2022
City Engineer		Date

CITY OF LOS ALAMITOS
SIGNING & STRIPING PLAN
BRIGGEMAN DR

SHEET 3 OF 7

NOT FOR CONSTRUCTION

SIGNING AND STRIPING GENERAL NOTES

- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
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- ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

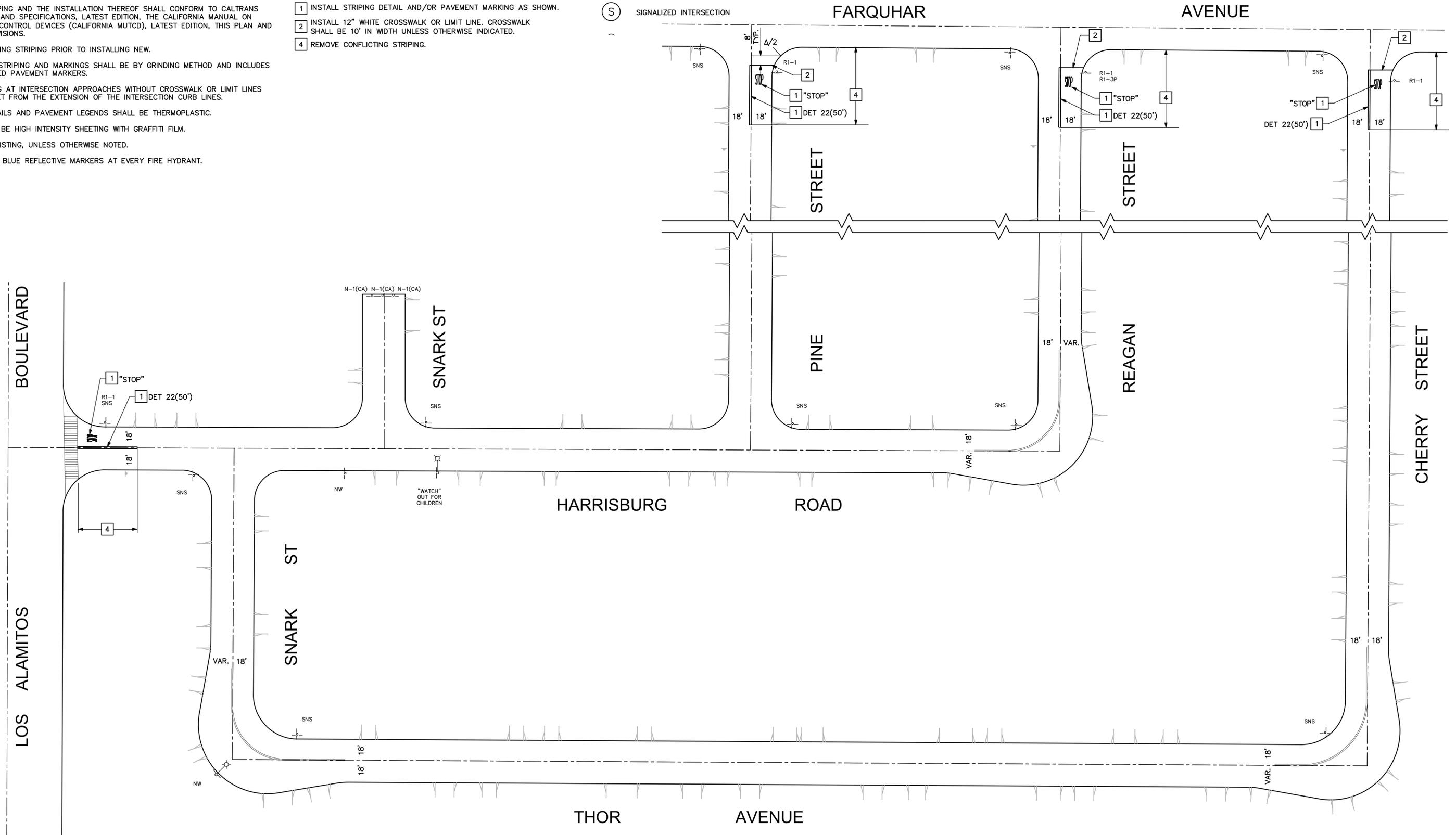
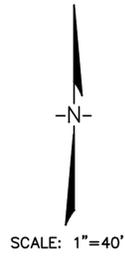
STRIPING CONSTRUCTION NOTES

- INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- INSTALL 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- REMOVE CONFLICTING STRIPING.

LEGEND

(S) SIGNALIZED INTERSECTION

FILE: I:\107051 - LOS AL TE Svcs (Previous\05244)\2022 City Wide Striping Project\900-PS&E\01-Plans\PL-STRIPING-03-OLD DUTCH HAVEN.dwg



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
	APPV'D

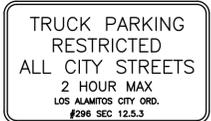
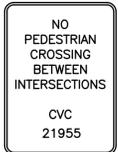


WILLDAN Engineering		DATE
DRAWN BY	BC, MO	12/22/2021
CHECKED BY	FI	12/22/2021
DESIGNED BY	BC, MO	12/22/2021
APPROVED		12/22/2021
City Engineer		Date

CITY OF LOS ALAMITOS
SIGNING & STRIPING PLAN
 HARRISBURG RD, THOR AVE, SNARK ST, PINE ST, REAGAN ST,
 CHERRY ST

SHEET 4 OF 7

NOT FOR CONSTRUCTION



SIGNING AND STRIPING GENERAL NOTES

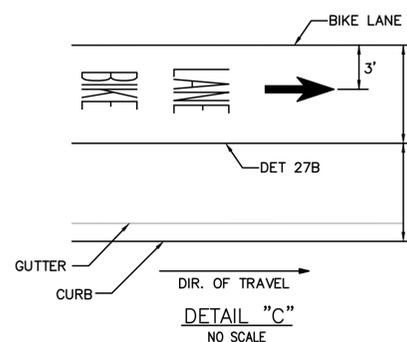
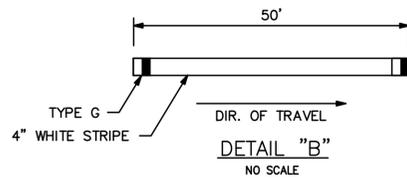
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STRIPING CONSTRUCTION NOTES

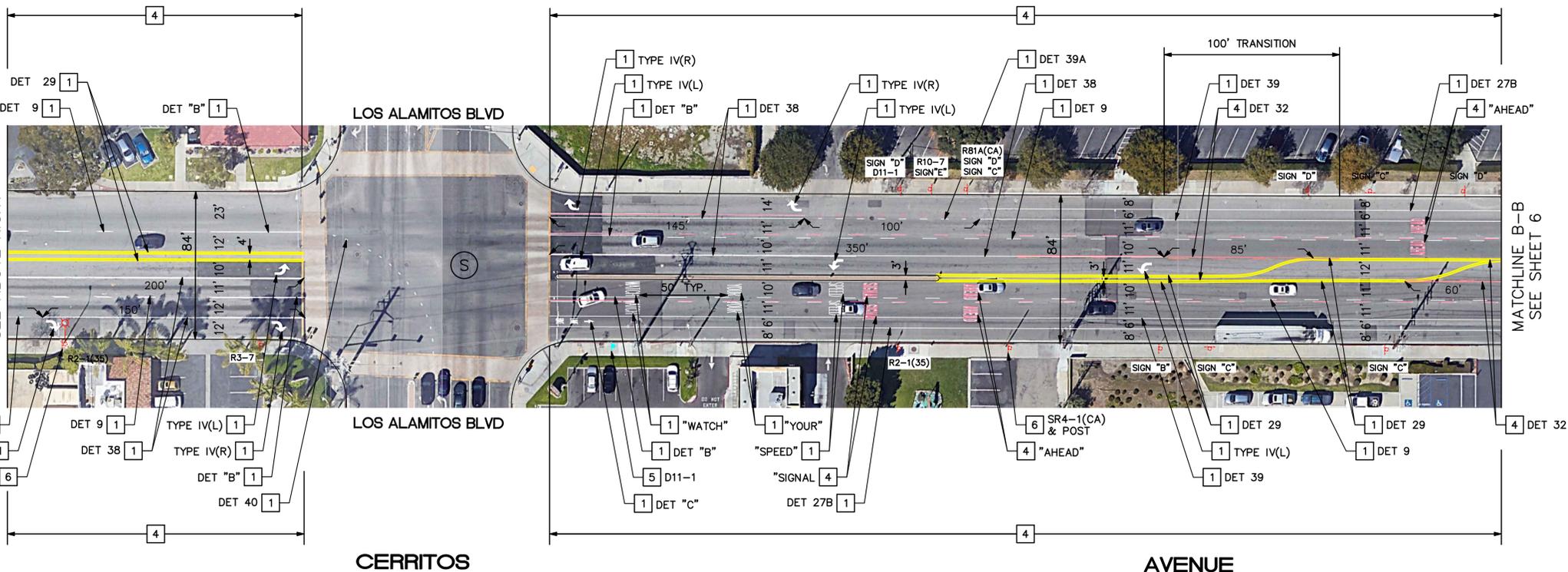
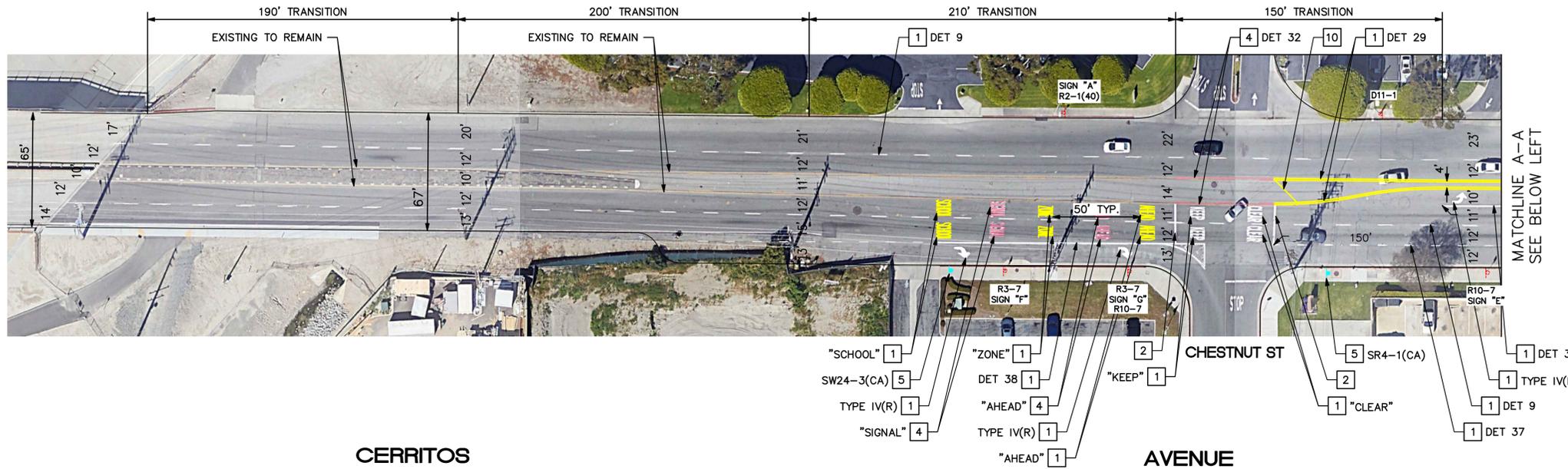
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LEGEND

- (S) SIGNALIZED INTERSECTION
- EXISTING EQUIPMENT
- PROPOSED EQUIPMENT



SCALE: 1"=40'



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APP'VD



WILLDAN Engineering
2001 East Katella Ave. Suite 600, Anaheim, California 92805
714.978.8200 Fax: 714.978.8299

DRAWN BY: BC, MO 1/31/2022
 CHECKED BY: FI 1/31/2022
 DESIGNED BY: BC, MO 1/31/2022

APPROVED: City Engineer 1/31/2022
 Date

CITY OF LOS ALAMITOS

STRIPING PLAN

CERRITOS AVE
 FROM WEST CITY LIMIT TO LOS ALAMITOS H.S.

NOT FOR CONSTRUCTION

FILE: L:\107051 - LOS AL TE Svcs (Previous\102544)\2022 City Wide Striping Project\900-P&S&E\901-Plans\PL-STRIPING-04-CERRITOS.Dwg DATE: Jan 31, 2022 - 4:23pm



SIGNING AND STRIPING GENERAL NOTES

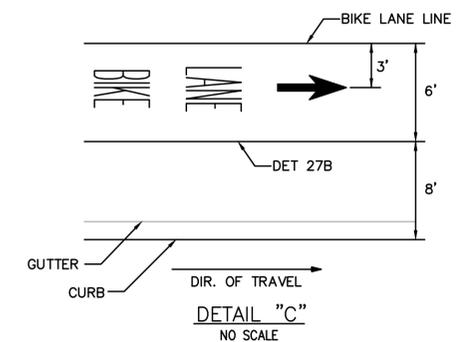
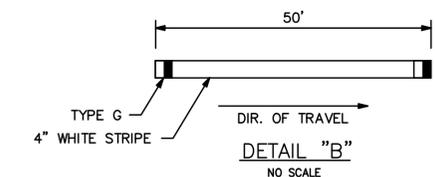
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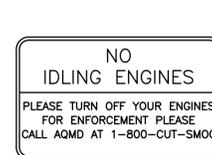
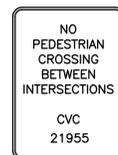
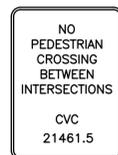
LEGEND

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- PROPOSED EQUIPMENT



SCALE: 1"=40'

NOT FOR CONSTRUCTION



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APP'VD



WILLDAN Engineering
 2901 East Kabala Ave. Suite 402, Azusa, California 91705
 714.978.8200 Fax: 714.978.8299

DRAWN BY: BC, MO 1/31/2022
 CHECKED BY: FI 1/31/2022
 DESIGNED BY: BC, MO 1/31/2022

APPROVED: City Engineer 1/31/2022
 Date

CITY OF LOS ALAMITOS
STRIPING PLAN
 CERRITOS AVE
 FROM LOS ALAMITOS H.S. TO HUMBOLT ST

FILE: L:\1707051 - LOS AL TE Svcs (Previous\102544)\2022 City Wide Striping Project\900-P&S&E\901-Plans\PL-STRIPING-05-CERRITOS.Dwg
 USER: bcrnz DATE: Jan 31, 2022 4:23pm



SIGNING AND STRIPING GENERAL NOTES

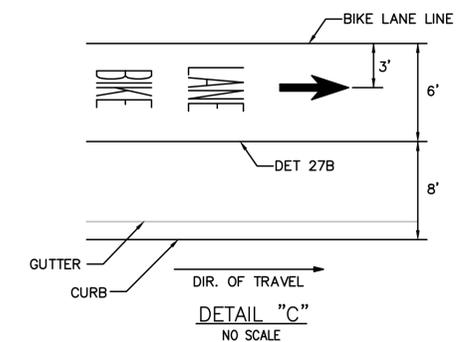
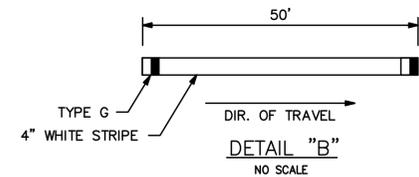
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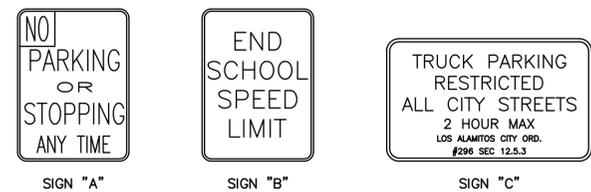
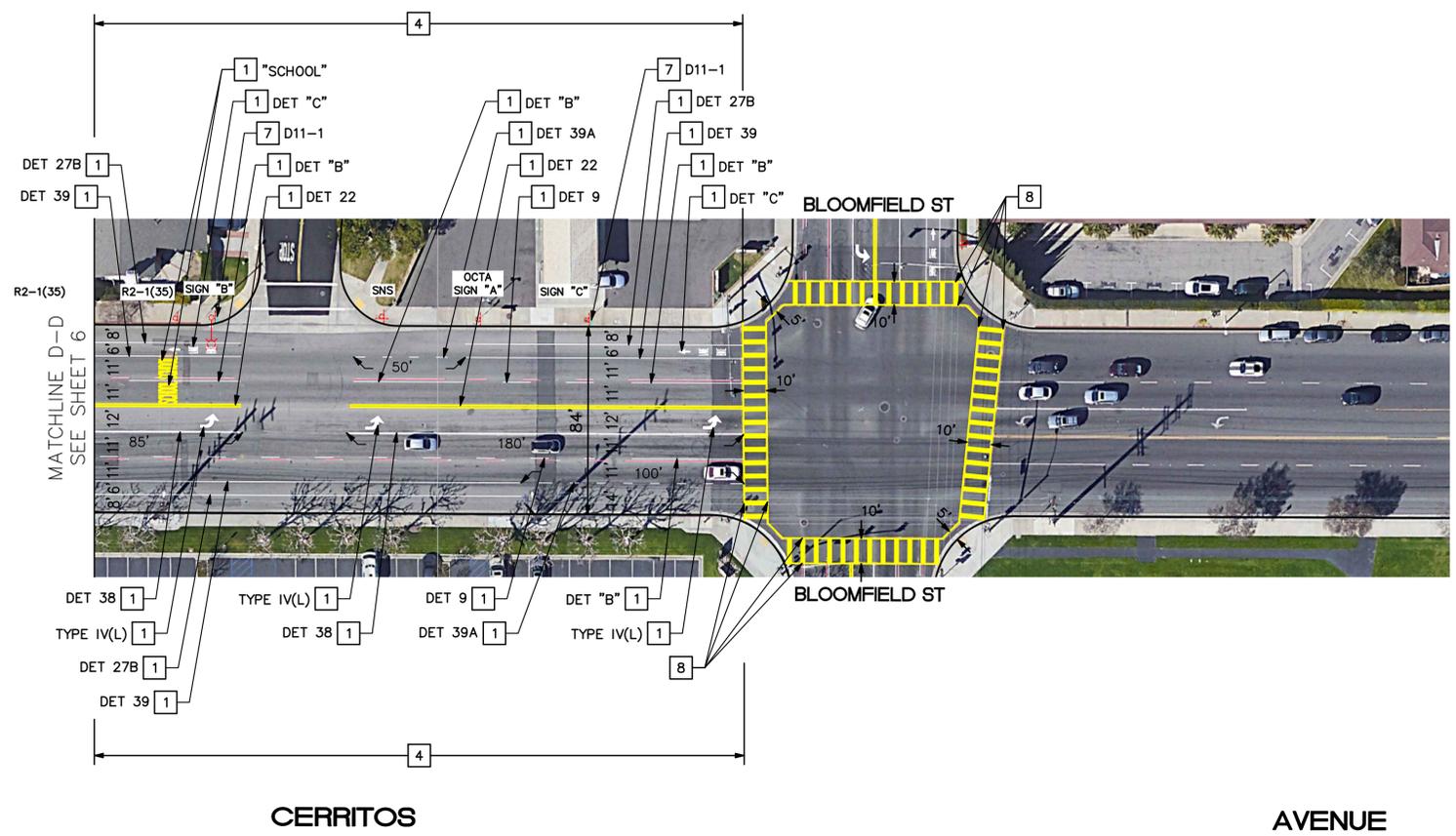
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SCALE: 1"=40'



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 2901 East Katella Ave. Suite 600, Anaheim, California 92805
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DRAWN BY	BC, MO	DATE	1/31/2022
CHECKED BY	FI	DATE	1/31/2022
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APPROVED		DATE	1/31/2022
	City Engineer		

CITY OF LOS ALAMITOS

STRIPING PLAN
 CERRITOS AVE
 FROM HUMBOLT ST TO BLOOMFIELD ST

NOT FOR CONSTRUCTION

FILE: L:\107051 - LOS AL TE Svcs (Previous\105244)\2022 City Wide Striping Project\900-P&E\901-Plans\PL-STRIPING-06-CERRITOS.03.dwg DATE: Jan 31, 2022 - 4:24pm USER: bcrnz

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 10G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolution 2022-19 - Approving Project List for SB1 Funds Fiscal Year 2022-2023

SUMMARY

This item recommends use of available State funding for road improvements for the New Dutch Haven neighborhood in the estimated amount of \$263,005.

RECOMMENDATION

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopt Resolution No. 2022-19, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, ADDING THE NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT TO THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

BACKGROUND

On April 28, 2017, the Governor signed into law Senate Bill 1 (SB1), the Road Repair and Accountability Act. This act establishes the Roadway Maintenance and Rehabilitation Account (RMRA) and provides for an additional \$52.5 billion statewide over the next decade to improve California's pavement and transportation infrastructure. A ballot proposition (Proposition 6), which would have repealed SB1, was rejected by voters in the November 2018 General Election. Funding is generated from an increase in gasoline and diesel fuel taxes, as well as an increase in vehicle registration fees and the initiation of a flat fee for electric vehicles.

Below is the basic framework and timelines for implementation of these new revenue sources:

November 2017

Gasoline excise tax – 12 cent increase (30 cents total)

Diesel excise tax – 20 cent increase (36 cents total)

Diesel sales tax – 4 percent increase (5.75% total)

January 2018

New “Transportation Improvement Fee” applied to vehicle registration fee based on value (\$25 to \$175 per vehicle)

July 2020

New \$100 zero-emission vehicle fee applied to vehicle registration fee

The City receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB1) provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). Since the start of the SB1 program in 2017, the City has received the following amounts:

2017-18: \$60,931 (was approximately 4 months for first year)

2018-19: \$208,280

2019-20: \$209,730

2020-21: \$210,000

2021-22: \$229,083

Staff recommends Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

DISCUSSION

The state of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel, and registration taxes on motor vehicles with allocations dedicated to transportation purposes. The City receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB1) is a major new investment in California’s transportation systems of about \$5.2 billion per year. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilizes fuel tax rates and provides for inflationary adjustments to rates in future years.

The new law requires the California Transportation Commission to adopt performance criteria to gauge progress, incorporate program oversight and financial accountability, and support efficient use of funds. RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

Road maintenance and rehabilitation

- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, “including active transportation purposes, pedestrian and

bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project

- Match requirement to obtain state or federal funds for eligible projects.

A resolution documenting the approval of the City's amended Capital Improvement budget and a proposed project list are required to receive RMRA funding. Staff proposes the use of RMRA funding for road improvements for the New Dutch Haven Neighborhood Street Rehabilitation project in the estimated amount of \$263,005.

The proposed streets in the New Dutch Haven neighborhood for the street rehabilitation project are as follows:

- Bennington Street
- Tripoli Avenue
- Howard Avenue (Bennington Street to Mindora Street)
- Mindora Street

FISCAL IMPACT

Fiscal Year 2022-23 Estimated Revenues and Capital Improvement Project Adopted Budget includes SB1 expenditures and revenues estimated at \$263,005. The estimated useful life of the project is 15-20 years.

- Attachment:
1. Resolution 2022-19 - City Project List for SB1-New Dutch Haven
 2. New Dutch Haven Capital Improvement Project

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, ADDING THE NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT TO THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and,

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Los Alamitos are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and,

WHEREAS, the City of Los Alamitos must adopt by resolution a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and,

WHEREAS, the City of Los Alamitos, will receive an estimated \$263,005 in RMRA funding in Fiscal Year 2022-23 from SB 1; and,

WHEREAS, this is the sixth year in which the City/County is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and,

WHEREAS, the City of Los Alamitos has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and,

WHEREAS, the City of Los Alamitos used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and,

WHEREAS, the funding from SB 1 will help the City of Los Alamitos maintain, rehabilitate and resurface residential roadways and add active transportation infrastructure throughout the City of Los Alamitos this year and hundreds of similar projects into the future; and,

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Los Alamitos' streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and,

WHEREAS, the average motorist pays more than \$700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and,

WHEREAS, without revenue from SB 1, the City of Los Alamitos, would have otherwise been delaying projects throughout the community; and,

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and,

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and,

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and,

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and,

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and,

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make

the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and,

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City of Los Alamitos adopts the following list of projects planned to be funded in fiscal year 2022-23 with Road Maintenance and Rehabilitation Account revenues:

Project Title: New Dutch Haven Neighborhood Street Improvement Project FY 22-23

Project Description: Grind and overlay asphalt or slurry seal in the New Dutch haven Neighborhood, which includes Bennington Street, Tripoli Avenue, Howard Avenue and Mindora Street. The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), or removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB) or Joint Plain Cement Concrete (JPCP). Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Project Location: New Dutch Haven Neighborhood, which includes Bennington Street, Tripoli Avenue, Howard Avenue and Mindora Street

Estimated Project Schedule: Preconstruction (Start 07/2022, End 12/2022) Construction (Start 04/2022 – End 06/2022) based on the component being funded with RMRA funds

Estimated Project Useful Life: 15-20 years

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 16th of May, 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

RMRA Project List (FY 2022-23)

New Dutch Haven Neighborhood Street Rehabilitation

Project Description:

Grind and overlay asphalt or slurry seal in the New Dutch Haven Neighborhood, which includes Bennington Street, Tripoli Avenue, Howard Avenue and Mindora Street. The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), or removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB) or Joint Plain Cement Concrete (JPCP). Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Project Location:

New Dutch Haven Neighborhood:

Bennington Street, Tripoli Avenue, Howard Avenue and Mindora Street



Project Cost	Seven Year							
	Total	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 26-27
Construction Costs								
Preliminary Eng/Environ								
Design	\$ 46,500		46,500					
Right-of-Way			-					
Construction	378,200		378,200					
Construction Management	37,800		37,800					
Total Construction	\$ 462,500	\$ -	\$ 462,500	\$ -				

Funding Source(s)	Seven Year							
	Total	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 26-27
SB -1 Gas Tax	\$ 263,005		263,005					
Gas Tax	199,495		199,495					
Total Funding	\$ 462,500	\$ -	\$ 462,500	\$ -				

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 10H

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Seal Beach Traffic Light Synchronization Project (Project P)
Cooperative Agreement**

SUMMARY

The City of Seal Beach is requesting to install traffic signal synchronization hardware at the intersection of Los Alamitos Boulevard/Seal Beach Boulevard and Bradbury Road. The traffic signal light at the north part of the intersection is under the jurisdiction of the City. A cooperative agreement will need to be agreed upon that would allow the City of Seal Beach to install the traffic signal synchronization hardware at this location.

RECOMMENDATION

Authorize the City Manager to execute Cooperative Agreement No. C-XXX for Seal Beach Regional Traffic Signal Synchronization Project between the City of Los Alamitos and the City of Seal Beach.

BACKGROUND

The Orange County Transportation Authority (OCTA) awarded the City of Seal Beach a Measure M2 Regional Traffic Signal Synchronization Project (RTSSP) grant to maintain traffic signal synchronization, improve traffic flow, and reduce congestion along Seal Beach Boulevard/Los Alamitos Boulevard between Pacific Coast Highway and Bradbury Road. Bradbury Road along Seal Beach Boulevard delineates the city boundary between Los Alamitos and Seal Beach. The traffic signal, located at the northern end, is jointly owned by both jurisdictions but is maintained by the City of Los Alamitos. This cooperative agreement will allow the City of Seal Beach to install hardware to complete the project and will not financially impact the City of Los Alamitos.

DISCUSSION

The City of Seal Beach desires to install a new Global Positioning Satellite (GPS) time source receiver, traffic signal controller, and communication wiring to the traffic signal, and retime the intersection of Bradbury Road and Los Alamitos Boulevard/Seal Beach Boulevard to improve traffic progression along the corridor. The traffic signal, located at the northern end (see photo), is jointly owned by both jurisdictions but is maintained by the City of Los Alamitos.



The City of Seal Beach will require the Contractor to indemnify the City of Los Alamitos in accordance with standard indemnity provisions in the contract. Seal Beach will consult and coordinate with Los Alamitos with regard to the construction, installation, completion and acceptance of the work. Los Alamitos staff will review and implement coordination of traffic signal timing if determined to be necessary. The City of Seal Beach will act as the lead agency for completing the work.

FISCAL IMPACT

None

Attachment: 1. Seal Beach Bradbury Cooperative Agreement

COOPERATIVE AGREEMENT
**SEAL BEACH BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT AT SEAL
BEACH BOULEVARD/LOS ALAMITOS BOULEVARD AT BRADBURY AVENUE**

This Cooperative Agreement (“AGREEMENT”) for the Seal Beach Boulevard Traffic Signal Synchronization Project is made and entered into this _____ day of _____ 2022 by and between the City of Los Alamitos, a municipal corporation, hereinafter referred to as “LOS ALAMITOS”, and the City of Seal Beach, a charter city, hereinafter referred to as “SEAL BEACH”). LOS ALAMITOS and SEAL BEACH are referred to individually as “PARTY” and collectively as “PARTIES” herein.

RECITALS

WHEREAS, the Orange County Transportation Authority (“OCTA”) has awarded to SEAL BEACH a Measure M2 Regional Traffic Signal Synchronization Project (“RTSSP”) grant in the amount of \$ _____ (the “FUNDING”) to maintain traffic signal synchronization, improve traffic flow, and reduce congestion along Seal Beach Boulevard between Pacific Coast Highway and Bradbury Road; and,

WHEREAS, Bradbury Road along Seal Beach Boulevard delineates the city boundary between SEAL BEACH and LOS ALAMITOS; and,

WHEREAS, the traffic signal at the intersection of Seal Beach Boulevard and Bradbury Road (INTERSECTION) is located within both SEAL BEACH and LOS ALAMITOS and is jointly owned by the PARTIES, but maintained by LOS ALAMITOS; and,

WHEREAS, SEAL BEACH desires to install a new Global Positioning Satellite (GPS) time source receiver, traffic signal controller, and communication wiring of the traffic signal, and retime the INTERSECTION to improve traffic progression along Seal Beach Boulevard (collectively the “WORK”); and,

WHEREAS, SEAL BEACH will act as the lead agency for the WORK.

NOW, THEREFORE, in consideration of the promises and agreements herein contained, LOS ALAMITOS and SEAL BEACH do hereby agree as follows:

SECTION 1. COMPLETE AGREEMENT

- A. This AGREEMENT constitutes the complete and entire agreement between SEAL BEACH and LOS ALAMITOS with respect to the subject matter hereof, and it supersedes all prior representations, understandings and communications.
- B. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of any other terms or conditions of this AGREEMENT. The above-referenced Recitals are true and correct and incorporated herein by this reference.

SECTION 2. RESPONSIBILITIES OF LOS ALAMITOS

LOS ALAMITOS agrees to undertake the following responsibilities:

- A. LOS ALAMITOS will designate and does hereby so designate SEAL BEACH as the lead agency for the purpose of carrying out the WORK as described in Section 3.
- B. LOS ALAMITOS will allow SEAL BEACH and its contractor(s) access to the INTERSECTION to complete the WORK by issuance of a no-fee encroachment permit.
- C. LOS ALAMITOS will designate staff and resources to review, coordinate, and accept the WORK within five (5) working days following completion.
- D. LOS ALAMITOS will review and implement coordination of traffic signal timing ("TIMING PLAN"), if determined to be necessary by the PARTIES.
- E. LOS ALAMITOS will reimburse SEAL BEACH for any additional costs or expenses incurred by SEAL BEACH in excess the WORK performed within LOS ALAMITOS boundaries pursuant to approved change orders.

SECTION 3. RESPONSIBILITIES OF SEAL BEACH

SEAL BEACH agrees to undertake the following responsibilities:

- A. SEAL BEACH will prepare or cause to be prepared all necessary design and construction documents in connection with the WORK.
- B. SEAL BEACH will fund WORK as stated in this Agreement, subject to Section 2(E) and Section 3(I).
- C. SEAL BEACH will retain a contractor ("CONTRACTOR") in accordance with the procurement procedures of the Seal Beach Charter and Municipal Code, and any other applicable law; and administer the contract to accomplish completion of the WORK to the satisfaction of the City Engineer of SEAL BEACH.
- D. SEAL BEACH will cause CONTRACTOR to provide and obtain adequate insurance coverage for LOS ALAMITOS and SEAL BEACH, include with such coverage terms and minimum liability limits that are acceptable to the PARTIES, and naming of LOS ALAMITOS, SEAL BEACH and their respective officials, officers, employees, attorneys, agents, designated volunteers, and those city agents serving as independent contractors in the role of SEAL BEACH or LOS ALAMITOS officials, as additional insureds in the required insurance policies.
- E. SEAL BEACH will require CONTRACTOR to indemnify SEAL BEACH and LOS ALAMITOS in accordance with SEAL BEACH's standard indemnity provisions in the contract.

- F. SEAL BEACH will consult and coordinate with LOS ALAMITOS with regard to the construction, installation, completion and acceptance of the WORK.
- G. If applicable, SEAL BEACH will prepare the TIMING PLAN for LOS ALAMITOS' review and mutual approval of the PARTIES.
- H. If applicable, SEAL BEACH will implement the approved TIMING PLAN.
- I. SEAL BEACH will pay for any additional costs or expenses incurred by SEAL BEACH in excess of the FUNDING in connection with the WORK performed within SEAL BEACH boundaries pursuant to approved change orders.

SECTION 4. MISCELLANEOUS PROVISIONS:

SEAL BEACH and LOS ALAMITOS agree to the following responsibilities and other terms and conditions:

- A. Project Management. SEAL BEACH will provide project management and inspection services for the WORK. LOS ALAMITOS, as a secondary agent, may, but is not obligated to, furnish its own respective project management and inspection services. The PARTIES shall cooperate and consult with each other, but the directives of SEAL BEACH shall be final.
- B. Cooperation. The PARTIES shall cooperate to the fullest extent possible in seeing the WORK to completion and acceptance by the PARTIES.
- C. Effective Date. This AGREEMENT shall be effective on the date executed by the last PARTY signatory hereto, and shall supersede all prior agreements respecting the performance of the WORK covered by this AGREEMENT.
- D. Term; Extension. This AGREEMENT shall continue in full force and effect through December 31, 2022, or until completion and acceptance of WORK by the PARTIES, whichever occurs later. This AGREEMENT may be extended by the mutual consent of both PARTIES.
- E. Termination. This AGREEMENT is null and void if the WORK is not funded. This AGREEMENT may be terminated by either party after giving thirty (30) days written notice.
- F. Indemnification.
 - 1) Neither LOS ALAMITOS nor any officer or employee thereof shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by SEAL BEACH under or in connection with any work, authority or jurisdiction delegated to SEAL BEACH under this AGREEMENT. Pursuant to Government Code Section 895.4, SEAL BEACH shall fully indemnify and hold LOS ALAMITOS harmless from any liability imposed for injury as defined in Section 810.8 occurring by reason of anything done or omitted to be done by SEAL BEACH

under or in connection with any work, authority or jurisdiction delegated to under this AGREEMENT, except to the extent such liability arises out of the sole negligence or willful misconduct of LOS ALAMITOS. The indemnification obligations of this AGREEMENT shall survive its expiration or termination.

- 2) Neither SEAL BEACH nor any officer or employee thereof shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by LOS ALAMITOS under or in connection with any work, authority or jurisdiction delegated to LOS ALAMITOS under this AGREEMENT. Pursuant to Government Code Section 895.4, LOS ALAMITOS shall fully indemnify and hold SEAL BEACH harmless from any liability imposed for injury as defined in Section 810.8 occurring by reason of anything done or omitted to be done by LOS ALAMITOS under or in connection with any work, omission, authority or jurisdiction delegated under this AGREEMENT, except to the extent such liability arises out of the sole negligence or willful misconduct of SEAL BEACH. The indemnification obligations of this AGREEMENT shall survive its expiration or termination.
- G. Modifications. This AGREEMENT may only be modified by a writing signed by both PARTIES.
- H. Applicable Law; Interpretation. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this AGREEMENT. Any dispute that arises under or relates to this AGREEMENT (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Seal Beach.
- I. Third Party Beneficiaries. This AGREEMENT is made solely for the benefit of the PARTIES to this AGREEMENT and their respective successors and assigns, and no other person or entity shall be deemed to have any rights hereunder against either PARTY by virtue of this AGREEMENT.
- J. Intersection Operations. Upon completion and acceptance of the WORK, LOS ALAMITOS will promptly resume operation and maintenance of the INTERSECTION.
- K. Notices. All notices permitted or required under this AGREEMENT shall be deemed made when personally delivered or when mailed 48 hours after deposit in the United States Mail, first class postage prepaid and addressed to the PARTY at the following addresses:

To SEAL BEACH: City of Seal Beach
211-8th Street
Seal Beach, CA 90740
Attn: City Manager

To LOS ALAMITOS: City of Los Alamitos
3191 Katella Avenue

Los Alamitos, CA 90720
Attn: City Manager

- L. Counterparts. This AGREEMENT may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

IN WITNESS THEREOF, the PARTIES hereto, through their respective authorized representatives have executed this AGREEMENT as of the date and year first above written.

CITY OF SEAL BEACH

CITY OF LOS ALAMITOS

By: _____
Jill R. Ingram, City Manager

By: _____
Chet Simmons, City Manager

Attest:

Attest:

By: _____
Gloria D. Harper, City Clerk

By: _____
Windmera Quintanar, MMC, City Clerk

Approved as to Form:

Approved as to Form:

By: _____
Craig A. Steele, City Attorney

By: _____
Michael S. Daudt, City Attorney

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 101

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 2 with West Coast Arborist, Inc. (WCA) for Tree Maintenance Services

SUMMARY

This item seeks approval of Amendment No. 2 to the Professional Services Agreement with West Coast Arborist, Inc. (WCA) to continue to provide tree maintenance services, a licensed arborist, and extraordinary work for one year ending on June 15, 2023. The amount paid to WCA is not to exceed \$67,000 annually. The current Professional Services Agreement (PSA) expires on June 15, 2022.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with West Coast Arborists, Inc. (WCA) extending the term of agreement for one additional year, ending on June 15, 2023 is an amount not to exceed \$67,000 annually.

BACKGROUND

The City has approximately 2,596 street, park, and parkway trees comprising its urban forest and has utilized WCA since 2006 to provide tree care, arborist, and to conduct extraordinary work such as removing trees larger than 25 feet, removing large stumps, and emergency work.

WCA has been providing Tree Maintenance Services to the City since 2006 with the latest Professional Services Agreement (PSA) being secured via a Request for Proposals (RFP) 20-2001 in June 2020. The 2021 PSA provided for a one-year term ending on June 15, 2021 unless extended for a maximum of three one-year contract extensions. The City and WCA entered into Amendment No. 1 to the PSA in May 2021, extending the term of the PSA through June 15, 2022. Approval of this item would extend the term of the PSA for an additional year, ending on June 15, 2023.

DISCUSSION

WCA provides annual pruning of parkway trees throughout the City and in fiscal year 2022-2023, is scheduled to complete tree trimming service in the following neighborhoods:

Zone	Neighborhood	Trees
-------------	---------------------	--------------

2 Old Town East/Old Town West 331
4 Apartment Row 365

In addition to annual tree pruning, WCA removes and plants trees as deemed necessary by the City. WCA has agreed to provide continued services with no price increase for the proposed term. Amendment No. 2 to the PSA extends the City's contractual relationship with WCA for its second of three allowable one-year extensions.

FISCAL IMPACT

Amendment No. 2 to the PSA with West Coast Arborist Inc. (WCA) for tree maintenance services, arborist, and extraordinary work will not exceed a total of \$67,000. Funding will come from Development Services, Account 26.570.5501 (Measure M) in the amount of \$63,550 and account 10.543.5270 (Street Maintenance) in the amount of \$3,450.

Attachment: 1. Amendment 2_WCA

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
[City of Los Alamitos and West Coast Arborists]

This Amendment No. 2 to Professional Services Agreement (“Second Amendment”) is made and entered into on this 16th day of May, 2022 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and West Coast Arborists, Inc., a California Corporation (“Contractor”).

RECITALS

A. City and Contractor entered into that certain Professional Services Agreement for Tree Maintenance Services on June 15, 2020 (“Original Agreement”), which is incorporated herein by this reference.

B. On May 17, 2021, City and Contractor entered into that certain Amendment No. 1 to Professional Services Agreement extending the term of the Original Agreement for an additional year, until June 15, 2022 (“First Amendment”), which is incorporated herein by this reference.

C. The Original Agreement, as amended by the First Amendment, is hereafter referred to as the “Agreement.”

D. City and Contractor desire to extend the term of the Agreement for an additional year, until June 15, 2023, subject to the terms and provisions of this Second Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of three (3) years ending on June 15, 2023, unless extended in writing by mutual agreement of the Parties for one additional year.

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Second Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Second Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”

City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

West Coast Arborists

By: _____
Patrick Mahoney
President
pmahoney@wcainc.com

By: _____
Richard Mahoney
Assistant Secretary
rmahoney@wcainc.com

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 10J

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Robert Acosta, Support Services Manager

Subject: Orange County Countywide Notification System (Alert OC)

SUMMARY

In an effort to continue to enhance public safety and improve communication with the community during emergencies, Staff is seeking City Council authorization to renew the Memorandum of Understanding for participation in a countywide mass notification system.

RECOMMENDATION

Authorize the City Manager to execute the Memorandum of Understanding between the City of Los Alamitos and the County of Orange for use of the countywide mass notification system (Alert OC).

BACKGROUND

For years, the City of Los Alamitos has participated along with other cities in a partnership with the County of Orange to assist us in our emergency management efforts by hosting programs such as PrepareOC, and WebEOC. We currently utilize the County's mass notification system, commonly referred to as AlertOC, to inform the public of events or incidents in an ongoing effort to enhance public safety. Participants agree to uphold the same terms and conditions of the previous agreement, to use the System in compliance with all usage agreements.

DISCUSSION

On June 30, 2021 the County Board of Supervisors approved a contract with Everbridge Inc. to provide mass notification services to the County of Orange.

This program will remain a hosted solution (no software or hardware is required) and is designed to disseminate information by utilizing common technologies such as telephone and e-mail communications. The new system allows for a jurisdiction to send (at minimum) 10,000, 45 second messages in 10 minutes.

The County will fund the emergency use of AlertOC for all Orange County communities at no cost to individual jurisdictions until June 30, 2024. In the event the county no longer has funding for the system or the system becomes unavailable, we will be given a 6-month advance notice of termination. The City of Los Alamitos has the right to withdraw from this agreement, providing 30-day notice to the County of Orange.

The City Attorney has reviewed and approved the Memorandum of Understanding between the County of Orange and the City of Los Alamitos for AlertOC.

FISCAL IMPACT

None.

Attachment: 1. MOU with Orange County for Alert OC Mass Notification

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
PARTICIPANTS
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” dated June 30, 2021, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as “PARTICIPANT” or collectively as “PARTICIPANTS.”

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No. MA-060-20010263 (“Agreement”) with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about December 31, 2019 attached hereto as Exhibit A, to disseminate critical, time-sensitive emergency information to COUNTY’s citizens and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Exhibit A (Orange County Agreement No. MA-060-20010263, Exhibit B (Countywide Public Mass Notification System Policy and Guideline), and Exhibit C (Nondisclosure Document), and the terms of this MOU to receive the benefits under the Agreement

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

“Agreement” shall refer to Orange County Agreement No. MA-060-20010263 between COUNTY and Everbridge, Inc. .

“Countywide” shall mean all geographic locations in Orange County, California.

“Contact information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Exhibits.

“Confidential Information” shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS’ respective jurisdictions.

“Emergency information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

“Emergency notification situation” shall mean instances when emergency information is to be distributed through the System.

“Individual User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-emergency information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’s jurisdiction to justify the use of the System to distribute such information.

“Non-emergency notification situation” shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT’S jurisdiction and the PARTICIPANT uses the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

Hold Harmless: PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors.

III. Term: This MOU shall be in effect from July 1, 2021 and shall expire on December 30, 2024 unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph IX. Termination, below.

IV. Scope of Services: PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.

V. Use: Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Exhibit A, B, C, and D. All PARTICIPANTS agree to the terms and conditions contained in Exhibits A, B, C, and D. COUNTY retains the right to update Exhibits A, B, C, and D as needed, in whole or in part, during the life of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Paragraph X. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Exhibit D) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with

Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY, in writing, if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (June 30, 2008)", attached hereto as Exhibit B.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department
Emergency Management Division
Attn: Director of Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU. Each PARTICIPANT shall notify COUNTY if there is an updated contact person.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.

- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VII. Notice, above. Such notice shall be delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless, in its entirety and Paragraph VIII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and

to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as, export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS one month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph X. Amendments, below.

IX. Amendments: This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COUNTY OF ORANGE

By: _____ Date: _____
Don Barnes, Sheriff-Coroner
County of Orange

By: _____ Date: _____
Wendy Phillips, County Council
County of Orange

PARTICIPANT: CITY OF LOS ALAMITOS

By: _____ Date: _____
Chet Simmons, City Manager
City of Los Alamitos

Approved as to Form:

Attest: _____
Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Michael S. Daudt, City Attorney
City of Los Alamitos

County of Orange Subordinate Contract # MA-060-20010263

with Everbridge, Inc.,

for a Public Mass Notification System (PMNS)

This Subordinate Contract MA-060-20010263 for a Public Mass Notification System (PMNS) (hereinafter referred to as “Contract”) is made and entered into upon execution of all necessary signatures between Everbridge, Inc., having its principal place of business at 155 N. Lake Ave., Suite 900, Pasadena, CA 91101 (referred to as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower St., Suite 108, Santa Ana, CA 92703 (hereinafter referred to as “County”), which are sometimes individually referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein as though set forth in full:

- Attachment A – California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A, Supplemental No. 1 and Amendment No. 2
- Attachment B – Scope of Services
- Attachment C – Compensation and Pricing Provisions
- Attachment D – Everbridge Technical Support Services Guide (November 14, 2018 Update)
- Attachment E – Functional Requirements

RECITALS

WHEREAS, the State of California has issued California Multiple Award Schedule (“CMAS”) Contract No. 3-12-70-2909A (“CMAS Contract”) for provision of a Public Mass Notification System (PMNS) by Contractor, which per its most recent renewal is set to expire on July 18, 2024; and

WHEREAS, the County requires a PMNS, and the Contractor has represented that its proposed PMNS shall meet or exceed the County’s requirements; and

WHEREAS, County and Contractor desire to enter into a Contract for Contractor to provide a PMNS under the CMAS Contract, attached hereto as Attachment A, and as further set forth in the Scope of Work, attached hereto as Attachment B; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment C; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for a PMNS with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- **Administrator:** Government official, employee or agency responsible for the day-to-day responsibility and oversight for the mass notification system, including design, development, coordination, implementation, monitoring and evaluation.
- **Application program interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- **Coding Accuracy Support System (CASS):** Coding Accuracy Support System (CASS) is a certification system from the United States Postal Service (USPS) for address validation.
- **Critical Infrastructure Information (CII):** Those systems that are so vital to a nation that their incapacity or destruction would have a debilitating effect on national security, the economy, or public health and safety.
- **Cyber-protection:** The prevention of damage to, unauthorized use of, or exploitation of, and, if needed, the restoration of electronic information and communications systems and the information contained therein to ensure confidentiality, integrity, and availability. Includes protection and restoration, when needed, of information networks and wireline, wireless, satellite, public safety answering points, and 911 communications systems and control systems.
- **Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the goods/services pursuant to this Contract, including but not limited to email addresses, telephone numbers, and geo-coded E911 data. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- **Data Breach:** Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- **Deliverable:** Tangible and intangible information, material, services, or goods that must be provided to the County under the terms of the Contract.
- **Documentation:** The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.
- **ESRI mapping:** (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.
- **Failure modes:** A failure mode is a cause of failure or one possible way a system can fail. When a system has many potential ways of failing, it has multiple failure modes or competing risks.
- **Geo-coding:** Provide geographical coordinates corresponding to (a location).
- **Geo-targeting/targeted:** The practice of delivering content to a user based on his or her geographic location.
- **Human Error:** Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the goods'/services' intended functions and the services specified in the Scope of Work.
- **IPAWS:** FEMA's Integrated Public Alert and Warning System (IPAWS) is an internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue critical public alerts and warnings.
- **Notification:** A communication distributed to the public and internal responders/relevant personnel that contains important, timely, accurate, and accessible information regarding an actual or potential

emergency or incident, including the cause, size and current situation thereof; resources committed and response status of the emergency management organization; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected). Categories of notification may include: update, alert, advisory, activation, watch or warning.

- **Registrant:** Member of the public who is enrolled or enrolling in the system.
- **Security incidents:** The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- **State of California and/or State:** As used in Attachment A (CMAS Contract), "State of California" and "State" shall mean the County, its employees and authorized agents and representatives.
- **System:** Automated computerized mass notification system for emergency public and internal responder/relevant personnel notifications, including via cell phone, email, and text.
- **Technical Failure:** A malfunction in the vendor's hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware's intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- **User:** Government employee or affiliated volunteer who has the ability to log-in to the system for administrative purposes (e.g., maintaining contact lists, sending notifications, monitoring notification results, etc.). Includes employees and contractors of other public entities who are authorized by the County to access the system pursuant to a Memorandum of Understanding between the County and those public entities.
- **WEA/EAS:** Wireless Emergency Alerts/Emergency Alert System.

ARTICLES

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specify the terms and conditions by which the County will procure services in connection with the CMAS Contract from the Contractor, hereinafter referred to as "PMNS" or "Services," as more fully detailed in Attachment B, Scope of Work.
2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments. In the event of a conflict between the language of any Attachments, precedence shall be given in the following order:
 - a. This Contract
 - b. Attachment B (Scope of Work)
 - c. Attachment E (Functional Requirements)
 - d. Attachment C (Compensation and Pricing Provisions)
 - e. Attachment A (CMAS Contract)
 - f. Attachment D (Everbridge Technical Support Services Guide).
3. **Term of Contract:** This Contract shall commence December 31, 2019, and shall be effective through and including December 30, 2020, unless otherwise terminated by County. Contract may be renewed for up to **four (4)** additional one-year terms, upon mutual agreement of both Parties and upon successful renewal of the CMAS Contract No. 3-12-70-2909A. Each renewal of this Contract

may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.

4. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
7. **Governing Law and Venue:** This Contract 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 Contract, 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 trial to another county.
8. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Everbridge, Inc.
155 N. Lake Ave., Suite 900
Pasadena, CA 91101
Attn: Joanna Burlison
Ph: 888-366-4911
Joanna.burlison@everbridge.com

County: Sheriff-Coroner Department/Emergency Management Division
2644 Santiago Canyon Rd.

Silverado, CA 92676
Attn: Michelle Anderson
Ph: 714-628-7158
MAAnderson@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Procurement Contract Specialist
Ph: 714-834-6360
Mayala@ocsd.org

9. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and*

employees as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy). Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County

incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

10. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, costs (including without limitation reasonable attorneys' fees, court costs, alternative dispute resolution costs, associated investigation and administrative expenses), damages, fines, judgments, losses, or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, products or other performance provided by Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

11. **Security Requirements:**

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
- B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.

- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
 2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
 3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
 4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
 5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
 6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
12. **Clear Water Act Provision:** Contractor shall be in compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738.
13. **Energy Policy and Conservation Act Provision:** Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
14. **Certifications:** Homeland Security Grant: Contractor is informed and understands that this Contract may be funded by federal Department of Homeland Security grant funds, including Homeland Security Grant funds through the California Governor's Office of Emergency Services (Cal OES). Contractor agrees to the following in relation to executing this Contract.
- a. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the California Office of Emergency Services and/or Department of Homeland Security, the grant agency, and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 - b. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

- c. Contractor will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
 - d. Contractor will comply, with all requirements of the Contract Work and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
15. **Liquidated Damages:** It is agreed by and between Contractor and the County that if the services are not fully and completely performed within the terms of the Contract, including the failure to provide a fully functional PMNS, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage that the County will sustain by reason of such delay and/or failure to completely perform, it is therefore agreed that Contractor will pay to the County liquidated damages in a set amount of \$1,700.00 for each and every day of delay and/or failure to provide a fully functional PMNS.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If provision of services under the Contract is delayed by reason of changes or extra services ordered by the County or as a result of the County's failure to perform or delays caused by the County, the time of performance of this contract will be extended commensurate with the time required for the extra services and/or delays directly attributable to the County's failure to perform, and no liquidated damages will accrue during the period of such extension.

If this contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-20010263 for a Public Mass Notification System on the dates shown opposite their respective signatures below

Contractor*: Everbridge, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Everbridge, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A

**California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A,
Supplemental No. 1 and Amendment No. 2**

ATTACHMENT B

SCOPE OF WORK

I. INTRODUCTION

The Orange County Sheriff's Department (OCSD) is headquartered in Santa Ana, California. With about 3800 employees, OCSD serves thirteen contract cities and the unincorporated areas of Orange County. This includes about 700,000 residents in 350 square miles. OCSD's Emergency Management Division provides emergency management and preparedness services to the unincorporated areas of Orange County and supports the efforts of the Orange County Operational Area (OA). There are currently over 100 jurisdictions in the OA encompassing all County departments and agencies, public and private organizations, and the general population within the boundaries of Orange County.

The County administers and maintains a vendor-provided public mass notification service called AlertOC, which is offered to all 34 cities in the County, County agencies, Orange County Fire Authority, water districts, and the University of California Irvine for emergency public notification and internal responder notification. This system includes an opt-in portal for residents to register their cell-phone, email and text devices for emergency notifications. In addition, E911 data is purchased quarterly from telephone service providers, uploaded to the system. Countywide, public emergency and safety efforts are coordinated and provided through a combination of county and city police, fire, healthcare, and public works departments.

II. SCOPE OF WORK

Contractor shall provide a PMNS that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Requirements include: high efficiency, robust capacity, ease of use, comprehensiveness, and a focus on accessibility for the whole community population. Support for additional languages and for the hearing and visually impaired community shall be a component of the new system. Additional functional requirements are listed in Attachment E, Functional Requirements, and are incorporated into this Scope of Work. Contractor's PMNS shall meet or exceed these requirements, except as otherwise indicated therein.

Contractor's PMNS shall be a fully redundant, geographically dispersed SaaS solution with routine maintenance, enhancements and upgrades provided by the Contractor at no additional cost. The PMNS will automate the key steps for responding to a critical event. It will aggregate threat data from third party and internal sources so the County can assess risk, and locate people in areas of threat and those needed to respond. The PMNS will then enable the County to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Contractor's platform will then send out notifications and instructions via text, voice, email—over 100 modalities—in 15 languages as needed, organize conference bridges for people to collaborate, and analyze return messages. Automation will enable these steps to be completed quickly, highly reliably and at scale.

The critical communications and enterprise safety applications to be provided to the County via this PMNS software contract include Mass Notification Base for State & Local Government with Unlimited Domestic Usage, Mass Notification for Transportation, Community Engagement, and

Incident Communications. These shall be easy to use and deploy, secure, highly scalable, and reliable. A description of each of these, including their key capabilities, is contained in Attachment A, the CMAS Contract.

In addition, Contractor shall provide the following:

- An additional organization and Community Engagement/Visitor Engagement keywords will be added to County's account.
- Consulting services, including but not limited to technical assistance regarding set-up, use, customization, and optimization of the various PMNS features.
- Annual Maintenance and Support shall be provided as stated herein, including Attachment D, Everbridge Technical Support Services Guide, and Attachment E, Functional Requirements.

III. QUALITY ASSURANCE

Contractor will provide commercially-sound quality assurance practices to ensure the PMNS is operating in compliance with County specifications and requirements. Contractor's quality assurance will cover all major system features, including:

1. Successful operation of System without any errors, specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network
 - Accessibility from the Internet
 - IPAWS integration
 - Message throughput
 - Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth herein and in Attachment E (Functional Requirements) to the County's satisfaction.
3. System is compatible with County Information Technology infrastructure (i.e., network and telephone environment and systems).

IV. ADMINISTRATION

Security Incidents, Data Breaches, Technical Failures, Human Error and Other Claims

- 1) Upon discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), Contractor shall notify County by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such an Incident(s).

Contractor's notification shall identify:

- The nature of the Incident(s);
 - Any Data accessed, used or disclosed;
 - The person(s) who accessed, used, disclosed and/or received Data (if known);
 - What Contractor has done or will do to quarantine and mitigate the Incident(s); and
 - What corrective action Contractor has taken or will take to prevent future Incident(s).
- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
 - 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

Corrective Action

In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of

similar PMNS in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

Notice Regarding Other Jurisdictions

Contractor shall promptly notify the County Project Manager upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar PMNS in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar PMNS; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Responding to Legal Requests

Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's confidential Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

Legal Proceedings

Upon request by the County, Contractor shall make appropriate employees available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee performing official duties or because of the employee's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

ATTACHMENT C

COMPENSATION AND PRICING PROVISIONS

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for PMNS services as set forth in Attachment B, “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Paragraph 33, Contract Modifications, of the CMAS General Provisions – Information Technology.**

2. **Fees and Charges:** County will pay fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>Item No.</u>	<u>Item description</u>	<u>Annual Rate:</u>
01	Annual Fees	\$ 458,050

Household Count:	1,250,000
Employee Count:	50,000

QTY	Product Code	Description	GSA Classification	Price
2	101-11-11-0254-000	Mass Notification Base - Tier 11	GSA Product	USD 356,299.56
1	101-11-11-0240-000	Mass Notification Base - Tier 12	GSA Product	USD 33,700.44
1	101-11-11-0258-000	Mass Notification Base for Transportation - Tier 3	GSA Product	USD 5,000.00
1	101-01-11-0206-000	Incident Management - Incident Communications - Tier 7	GSA Product	USD 100.00
63	101-01-11-1001-000	Everbridge Additional Organization	GSA Product	USD 100.00
1	101-01-11-1027-000	Everbridge Community Engagement - Tier 7	GSA Product	USD 49,700.00
10	100-09-11-1038-000	Additional CE/VE Keywords – 1	Open Market	USD 100.00
50	101-00-22-8301-000	Consulting Services - Per Hour	GSA Product	USD 13,000.00

Pricing Summary:

Year One Fees:	USD 445,000.00
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One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 13,000.00
Total Year One Fees Due:	USD 458,000.00

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Advance:** Invoices are to be submitted at least sixty (60) days in advance of each annual contract renewal to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number

- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff-Coroner Department
Emergency Management Division
2644 Santiago Canyon Road
Silverado, California 92676
Attn: Michelle Anderson

9. **Payment (Electronic Funds Transfer (EFT))**

The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT D

Everbridge Technical Support Services Guide (November 14, 2018 Update)

ATTACHMENT E

FUNCTIONAL REQUIREMENTS

Functionalities available in the core of the PMNS include full mobile support, communication deployment capabilities, centralized contact data storage and management, geographic targeting and mapping, and secure infrastructure to ensure client data security. In addition, Contractor shall do the following:

- Maintain multiple, globally-dispersed data centers
- Operate multiple Network Operations Centers with 24X7 staffing and monitoring
- Deliver seamless scaling to deal with the unexpected peaks
- Enable multi-modal support for over 100 contact methods including SMS, voice, email, digital signage, PC alert systems, and sirens

The following are the functions of the PMNS that the Contractor shall provide, as indicated by an “X” in the “Yes” column. Where a function is not currently available, as indicated by an “X” in the “No” column, Contractor shall consider and be responsive to County’s technical tickets. All available functions are included in the Scope of Work (Attachment B) at no additional cost to the County except where noted below.

#	Function	Yes	No	Additional Comments/Specifications
1.	The system will not require the County to purchase or	X		As a SaaS solution, no County hardware is required for installation of the system. Contractor will maintain all communication over HTTPS (Port 443) using its valid 2048-Bit TLS 1.2 security certificate, which effectively secures the traffic from the client environment into the secure Contractor infrastructure. Thus, any computer system capable of using a web browser that supports TLS 256-Bit encryption will be able to access and leverage the notification platform without issue. County shall be able to access the system from popular computer operating systems, such as Microsoft Windows, Linux, and Mac OS, as well as from popular smart phones and tablets.
2.	The system will not require the County to purchase or lease dedicated phone lines.	X		
3.	The system will not require the County to purchase or incur ongoing maintenance costs.	X		Contractor will provide routine upgrades, updates, and enhancements free of charge for the life of the contract with no interruption in service.

4.	The system will be redundant with 99.99966% uptime on multiple mirrored sites in geographically disparate locations. Data center ratings will be provided and call network monitor systems established.	X		Contractor will provides service at 99.99% or greater uptime.
5.	The system will include cyber-protection measures including appropriate notification protocols if intrusion is detected or if data breach occurs.	X		Contractor will enable active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the SaaS infrastructure. Contractor’s monitoring tools will consist of both network-based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool will generate an automated alert that will be immediately investigated by Contractor’s on-call support team.
6.	The service will have an available application programming interface (API) service with documentation available for API calls and functions such as contact management.	X		Contractor will provide a fully functional Restful JSON based API. As part of the API, County will be able to utilize various methods to update contact information (GET, DELETE, PUT, and POST) as well as initiate a broadcast through the API. There will be no additional cost to access the API for managing data. If County does not have the staffing resources to build the integration, professional services to build the integration can be purchased from Contractor at an additional cost.
7.	The system will have full and complete IPAWS integration and functionality including WEA/EAS.	X		Contractor will remain certified as a gateway for IPAWS/CMAS. County and other authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Contractor’s system. Once this information has been provided, County will be able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.
8.	The system will be configured with multiple IPAWS credentials (e.g., multiple jurisdictions that have independent codes can load their certificates into the system)	X		

9.	The system will support geo-targeted notifications.	X		Contractor will support utilizing the GIS interface for creating all notification types, including standard notifications, polling notifications, and conference bridges.
10.	The system will have ESRI mapping interface to allow County to select multiple contiguous or non-contiguous areas for notification.	X		System will allow users to upload shape files from ESRI in ZIP and KML formats to target specific geographic areas. In addition, ESRI will be offered as a standard base map layer option.
11.	The system will incorporate raster (e.g., satellite) imagery in its mapping function.	X		The system will provide base map layers using Google, Bing, and ESRI, and County may configure the solution to support a client map server as well. From a map layer perspective, the system will also provide premium weather layers that can display additional overlay information regarding weather radar and infrared satellite.
12.	The system mapping functions shall be capable of interfacing with and publishing to other web-based portals.	X		The system Universe Tab is contained within the product, but County may export shapes used for selecting the target audience for any deployment from the platform for use in other systems County may have.
13.	The system will support User-defined message templates, including pre-loaded text, audio, and video files.	X		System will allow County to create and save an unlimited number of message templates to expedite communication processes. Message templates will contain pre-recorded voice and text content that can be applied to new notifications. Broadcast templates are pre-defined notifications that contain message content, target recipients, and settings. Once saved, broadcast templates may be quickly deployed individually or as a group in under 15 seconds. Templates will be stored in a corresponding library for easy management.
14.	The system will support spontaneous uploading of audio files for notifications.	X		System will support the ability to create voice recordings in several ways.
15.	The system will support spontaneous uploading of video files for notifications.	X		System will support up to five separate attachments that may be sent to email notifications. Total attachment size cannot exceed 2 MB of data and no single attachment can exceed 2MB. Additionally, these attachments may be sent to Contractor's mobile application for smart phones and tablets.

16.	The system will be capable of sustaining a minimum volume of 50,000 phone calls simultaneously.	X		Because the system is a hosted SaaS solution, there will be no limit to the number of notifications Contractor is capable of sending and no limit to the number of contacts that can be stored with the solution. Contractor will conduct regular capacity planning (quarterly) to ensure ample capacity, performance, storage, and support to maintain guaranteed SLAs.
17.	The service will be configured with pre-set call throttling rates set by the User launching the notification, not the Contractor.	X		Contractor will provide a verifiable and configurable call throttling mechanism. The throttling settings will allow County to modify the overall speed for all calls going out or specify an area code and prefix to modify the speed for a specific area or building.
18.	The service will be configured with real-time automatic/intelligent throttling during a call in progress to ensure a high success rate. This rate will be displayed to the notification sender and recorded so that it can be accessed and reviewed upon demand by the County.	X		
19.	The service will use multiple telephone carriers and can switch between carriers during notifications depending upon telephone network status.	X		Regardless of the target telephone provider, Contractor will utilize established telecommunication industry standards for placing telephone calls among public networks.
20.	The system will be configured to make multiple attempts to reach Registrants.	X		By default, each contact targeted with a notification from the Contractor solution will be sent notifications based on a “rotational contact methodology” whereby the contact devices (delivery methods) for any contact are notified, one at a time, and Contractor seeks confirmation/response. Should confirmation/response be received, it will be recorded in the solution and no further notifications are deployed to the recipient. If the recipient does not confirm/respond to the incoming notification, Contractor will “rotate” to the next available device and attempt to contact the recipient again (seeking response). This process will continue until all Contact Cycles are exhausted.

21.	The system will call out-of-state and international numbers.	X		All notifications deployed from the Contractor's solution require a fully defined telephone number to place the call to any landline, cellular, or VoIP telephone. This includes both domestic (10-digit telephone numbers) and international telephone numbers.
22.	The system will differentiate between human voice and voicemail/answering machine recordings.	X		Contractor fully supports this requirement through automated voicemail/answering system detection. If a live person answers the incoming call, the message will be relayed to the recipient (with the details to confirm, if enabled). If a voicemail/answering system is detected, County will have the option to configure how Contractor interacts with the voicemail/answering solution – leaving a message only; leaving a message with confirmation; or leaving no message. At no time will Contractor assume that reaching a voicemail/answering system is proof of delivery and confirmation. Thus, the system will continue to attempt to notify the intended recipient on other available devices until confirmation is received or until the Contact Cycles have been exhausted.
23.	The system will be configured with separate sub-administration accounts for each unique participating agency.	X		The platform will support an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Contractor's system.
24.	Each User within the sub-administration accounts will have their own password.	X		
25.	The main account (OCSD-EMD) will be notified of and can see all messages launched by the other sub-administrator accounts.	X		
26.	The system will have a highly granular sub-administration function that allows for unlimited sub-administrators to create and manage their own users and databases within a nested or silo'ed structure.	X		
27.	The system will integrate with Nixle lists, operated by individual jurisdictions.	X		

28.	The system will publish notifications automatically to social media and RSS feeds:	X		
29.	<input type="checkbox"/> Facebook	X		
30.	<input type="checkbox"/> Twitter	X		
31.	<input type="checkbox"/> Google Alerts	X		This functionality shall be provided via Community Engagement.
32.	<input type="checkbox"/> YouTube		X	
33.	<input type="checkbox"/> WhatsApp		X	
34.	<input type="checkbox"/> RSS	X		Contractor will provide a CAP RSS feed.
35.	<input type="checkbox"/> Other (specify)			

36.	Real-time results reporting and metrics will be available to Users, including, but not limited to:	X	<p>Contractor shall provide reports for use during emergency activations as well as afterwards. The system will provide the following five types of notification reports, giving the County needed information on demand. All reports shall be capable of export.</p> <p><u>Notification Dashboard Reporting (Real-time Reporting)</u> This dashboard is a reporting system that tracks notifications in real time, allowing the County to observe the results of the broadcast as they occur. The dashboard reporting screen will automatically refresh every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. The County will be able to easily access detail-level reporting to see who has received and confirmed messages and who has not.</p> <p><u>Broadcast Reports</u> The Detailed Broadcast Report will provide detailed breakdowns of each notification sent. Detailed Broadcast Reports will be available online through the Web-based administration console or can also be automatically e-mailed or faxed at the conclusion of a broadcast at County's request.</p> <p><u>Ad Hoc Reports</u> The Ad Hoc Report will allow administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format. Users will be able to retrieve call records via a wide variety of record search and reporting options. Contractor's Ad Hoc Reporting functionality will allow County to pull reports that are important and meaningful for its specific needs, rather than merely provide static report features.</p> <p><u>Event Analysis Reports</u> The system will provide the ability for multiple messages to be viewed in a single report. Reports may be filtered to include a single notification, or spanning multiple notifications. Using Event Reporting, County will be able to look at all messages/response details related to the same Event in a graphical and "top down" style.</p> <p><u>Detailed Notification Analysis Reports</u> A detailed Notification Analysis report will allow County to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification will be included, such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).</p>
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37.	<input type="checkbox"/> percentage of attempted and completed notifications	X		
38.	<input type="checkbox"/> failure rates	X		
39.	<input type="checkbox"/> failure modes (with standard response definitions across sub-contracted carriers)	X		
40.	<input type="checkbox"/> time of delivery	X		
41.	<input type="checkbox"/> length of delivery	X		
42.	<input type="checkbox"/> total number delivered	X		
43.	<input type="checkbox"/> Other			
44.	Customer support must be treated as a high priority with:			
45.	<input type="checkbox"/> one primary point of contact at the company			Contractor shall offer 24x7x365 Technical Support via https://www.everbridge.com/customers/support/ and at the email address and telephone numbers listed in Attachment D, Everbridge Technical Support Services Guide
46.	<input type="checkbox"/> 24/7/365 emergency support line (for both administrators and self-registration accounts)	X		Contractor will provide ongoing support via the Internet, e-mail, and telephone. Contractor's Technical Support will be available to the County at any time of day or night, 24x7x365. Technical Support staff members will be full-time Contractor employees located on-site who are well-versed on Contractor's system. Technical Support shall not be outsourced to third parties that do not have Contractor's expertise. Additionally, Contractor shall have support personnel deployed at all of its offices around the world.

47.	<input type="checkbox"/> live chat			
48.	<input type="checkbox"/> screen-sharing tools			Contractor support personnel will initiate a Zoom session (corporate approved standard for secure meetings and collaboration) with County to provide support if necessary.
49.	<input type="checkbox"/> one business day deadline for non-emergency support			Contractor shall meet support timelines outlined in Attachment D, Everbridge Technical Support Services Guide.
50.	The Contractor will have a transparent method for responding to, prioritizing, and implementing feature requests and modifications with a 30 day response time.			<p>County may enter feature requests for the PMNS through Contractor’s Client Services. All requests will be logged and tracked by Contractor’s development team, and as more clients request similar features, Contractor may include these into the notification platform. In regard to “change management,” Contractor will employ the following industry-standard practices for controlling changes to the SaaS application code or the database:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Approved, detailed, written specifications from the business group Impact analysis <input type="checkbox"/> An approval hierarchy that includes at least one company executive <input type="checkbox"/> Queue management to ensure that all stakeholders are aware of the approved and pending changes to the system <input type="checkbox"/> Documented approvals for applying any changes to the Development, Test, and Production environments <input type="checkbox"/> Application code must be checked into a secure code library and checked out of this library to be applied to the Test or Production systems. <input type="checkbox"/> Application code or database changes to the Test and Production environments require the use of highly secured passwords that are known only to the developers responsible for migrating application code or database changes. Only the DBA has access to implement database changes. <input type="checkbox"/> Back-out procedures <input type="checkbox"/> Specification of onboarding and maintenance windows
51.	All data entered into the system from any source will remain the property of the County; data cannot be provided or sold to other entities.	X		
52.	Registrants are not required to provide their data to the Contractor or other third party, or subscribe to or download an application in order to receive notifications through the system.	X		Contractor will support this function through its Engagement functionality, as well as through IPAWS.

53.	Contractor will obtain E911 from all carriers within the County of Orange, California.	X		County will obtain E911 from all carriers within the County and provide the data to Contractor; if, in the future, California law is updated to allow for the Contractor to receive this data directly, the County and Contractor will work together to transition this process. This will allow County to leverage existing emergency services (E911) databases that provide contact information and are updated on a monthly or quarterly, or yearly basis, allowing for a high level of accuracy.
54.	Contractor will geo-code all E911 data following a mutually agreed upon systematic process.	X		Regardless of the method used to manage the data, if a physical address is supplied to the Contractor's platform, Contractor will geo-code the address and determine the Latitude/Longitude coordinates for the location. These coordinates will then be used to drop a pin on the map (color of the pin will be defined by County and based on Record Type, as described above) in the Universe tab for recognition and inclusion in notification deployments. System will allow County to also specify the precision level of the GIS information utilized in the Contractor's solution through the Precision GIS functions, which can enhance the level of accuracy and will allow the County to directly handle "centroid" geocoding challenges they may experience.
55.	The system will have more than one geo-coding system or process.	X		System will allow geocoding to be conducted using Contractor's inherent geo-coding or County may leverage Precision GIS capabilities and supply its own geo-coding.
56.	The Contractor will code residential and business lines.	X		
57.	The Contractor will upload E911 data that has been geo-coded and identified as business/residential.	X		
58.	The Contractor will upload E911 data that has been geo-coded and identified as listed and unlisted.	X		

59.	The Contractor will maintain data for opt-outs from the E911 data and ensure that new uploads accommodate these opt-out requests.	X		
60.	The system will flag failed notifications for specific causes and allow the County to configure rules for failed notifications (e.g., mark failed call numbers or bounced emails to be resolved by County personnel).	X		
61.	The system will support contact lists of unlimited length.	X		
62.	The system will support nested contact lists (e.g., List 1 includes Sublist A, B, C; List 2 includes Sublist A & C; List 3 includes Sublist B & C)	X		
63.	The Contractor will analyze the results of each system use to identify if there are data management errors and identify possible improvements in data management processes.	X		County may contact Contractor's 24x7x365 tech support team with questions regarding, or for support on, data management and review of communication campaigns.
64.	The system must incorporate Coding Accuracy Support System (CASS) certified address entry in all entry portals.		X	
65.	The Contractor will host training as requested by County:			
66.	<input type="checkbox"/> in-person at system implementation		X	Not applicable (system already implemented)

67.	<input type="checkbox"/> in-person on an as-requested basis	X		Available at an additional cost
68.	<input type="checkbox"/> interactive webinar	X		Available at an additional cost
69.	<input type="checkbox"/> recorded computer based trainings	X		Contractor will provide (free) access to Everbridge University, an online learning environment that has tutorials with videos that show how the system works. Online help is built into the notification platform and will open in a new window and assist a user in the process of sending a notification.
70.	Contractor shall provide a comprehensive User guide detailing all system features and functions.	X		<p>Contractor will provides multiple levels of documentation to assist County in the process of managing the notification system, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Everbridge Mass Notification User’s Guide–Full documentation of the features of the notification platform <input type="checkbox"/> Everbridge Mass Notification Quick Start Guide–Focused on the areas that will allow a user to use the notification functions of the system <input type="checkbox"/> Everbridge Mass Notification Application Programming Interface (API) Guide–Starting point for software engineers to write applications that harness the strength of the Contractor’s platform allowing for full integration with County systems <input type="checkbox"/> Everbridge University Online (Video Tutorials) <input type="checkbox"/> Everbridge Online Help–See #69 above <p>Everbridge One Sheets–Isolate common tasks and help a user do everything, including send a notification, edit a contact, or make a selection from the map</p>
71.	The Contractor will provide free testing and training by the County and Sub-administrator accounts.	X		

72.	The system will have a testing environment with safeguards to ensure that training and testing do not occur using E911 data unless the User intends to do so.	X		
73.	The system will have a self-registration portal that allows both external (the public) and internal (agency employees) individuals to register multiple contact methods with and without setting up an account.	X		
74.	The system will provide the public with a single-screen interface through which Registrants can opt-in to notifications originating from multiple jurisdictions or agencies.	X		
75.	The public web interface for Registrants will be of responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		
76.	The system's Registrant interface will meet or exceed the requirements of Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG).	X		
77.	The system will allow Registrants to update their own contact data via an online portal or mobile application.	X		
78.	The registration portal will allow Registrants to create an account with either an email address or telephone number.	X		

79.	The registration portal will require the Registrant to validate their contact information.	X		
80.	The registration portal will incorporate CASS certified address entry and validation before allowing the Registrant to finalize.		X	
81.	The registration portal will incorporate an automatic geo-coding validation before allowing the Registrant to finalize, including allowing the Registrant to manually move the point mapped if correction is needed.	X		
82.	The registration portal geo-coding software will update parcel and address data no less than bi-annually, so as to capture newly constructed homes and businesses.		X	
83.	The registration portal will be available in at least the following languages:	X		The registration portal can be configured by County to include any language desired. County may also enable the system's Google Translate functionality, which allows the user of the page to select the desired language and all content on the page will be displayed in the selected language (auto-translation provided through Google Translate).
84.	<input type="checkbox"/> Arabic	X		
85.	<input type="checkbox"/> English	X		
86.	<input type="checkbox"/> Farsi	X		
87.	<input type="checkbox"/> Korean	X		

88.	<input type="checkbox"/> Spanish	X		
89.	<input type="checkbox"/> Vietnamese	X		
90.	Registrants will be able to choose what types of alerts to receive and what devices to receive them on, such as:	X		
91.	<input type="checkbox"/> Weather alerts	X		
92.	<input type="checkbox"/> Road closings	X		
93.	<input type="checkbox"/> School closings	X		
94.	<input type="checkbox"/> Special announcements	X		
95.	At registration, Registrants will be able to provide vulnerability data.	X		This would be configurable At Risk or Needs Identification (e.g., Bedridden, Oxygen)
96.	The system will be able to detect Video Relay Services (VRS) used by the deaf and hard of hearing community. Messages will be delayed until the VRS interpreter becomes available or the message will be looped for up to 3 minutes.		X	
97.	During an alert notification, the system will provide Registrants with language options upfront (ex. Press 1 for English, 2 for Spanish, etc.).		X	Although Contractor does not support this functionality, a similar result may be accomplished by using Contractor's automated language translation capabilities within the Scenarios.
98.	The service will support non-English character sets and right- to-left text for email and TTY messages.	X		

99.	The system will allow for configuration of automated forwarding from other systems (e.g., National Weather Service).	X		<p>Contractor’s Mass Notification platform offers SMART Weather Alerting which leverages Weather Decision Technologies’ (WDT) meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery, so notifications get to the right people right away.</p> <p>Available at an additional cost.</p>
100.	The system will be intuitive, easy to learn, and use best practices in User interface and User design.	X		<p>Contractor’s system will provide ease of use for both message senders and recipients. The system will provide an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, the system will provide a single page workflow that will allow County to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). County will be able to launch notifications even more quickly using Contractor’s Notification Templates, whereby various elements of the notification deployment may be defined ahead of time – reducing the selection of the options to send the notification when needed.</p>
101.	The web interface for Users will provide responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		

102.	The system will include a mobile app for iOS and Android that allows Users to send public notifications to on-the-fly generated geo-located areas.	X		Contractor's system will support the ability to launch new and template broadcast to both individuals and groups of individuals, manage messages, and view reports from smartphones and tablet devices. Mobile app support for iOS and Android devices will be provided to County. Authentication on the mobile platform is through HTTPS connections utilizing 2048-bit encryption. No information is cached locally within the app. Contractor will also provide a universal browser interface that functions among any smartphone or tablet devices, including BlackBerry and Windows Mobile.
103.	The service will integrate with incident management systems, such as WebEOC, so that alerts can be activated from WebEOC Input or Display views.	X		The system will integrate with incident management systems via Contractor's Incident Communication and Email Ingestion functionality or through custom development using JSON-based RESTful API. Email Ingestion is available at an additional cost (Incident Communication is included in County's Scope of Work).
104.	The system will have a robust responder notification function that allows for advanced polling functions and the ability to stop calls once a set threshold of responses is reached.	X		Contractor will provide the ability to create and send quota-based notifications by using Polling Notification with Quota enabled. County will have the ability to specify a certain number of positions to be filled. Once deployed, the quota notification will start contacting the pool of candidates and continue until enough successful responses are provided to fill the quota count. Once the quota is filled, the system will automatically stop calling the group. County can use Contractor's follow-up capability to re-communicate to any desired audience—such as those who confirm receipt after the quota is filled—very quickly.
105.	The system will have the ability to directly link notification recipients to an internal conference call.	X		Contractor's system will provide Conference Notifications, whereby a notification is deployed to County recipients and if received via phone, they will join the call immediately; if received via text message, all dial-in and passcode information is included to allow the end user to connect to the call. Contractor will provide four (4) inherent conference bridge lines for County to use. County may customize Contractor's service to support its own conference systems for an additional cost.
106.	The system will provide the ability for two-way text and email communication.	X		
107.	Responses to notifications can be sent via email or text directly to the User sending the message, system administrators, or members of a User-defined group.	X		Responses and confirmations from recipients will be reported back to the Contractor's platform whereby authorized client administrators (including those that initiated the communication) may review them through Contractor's reporting options.

108.	The system will be able to export the polygon created for the notification in shape file, KML, and CSV.	X		
109.	The system will automatically send all Registrants a yearly, bi-yearly, or quarterly email reminding them to update their information. This message can be configurable by a User.	X		Contractor will schedule notifications to accomplish this upon County request. Additionally, rules or filters can be developed to only target the users that have not recently updated their contact information.
110.	The system will be able to manually bulk upload data via CSV or Excel and automatically via SFTP.	X		
111.	The system will have an audit functionality that allows authorized Users to review system access and activity for up to 18 months.	X		



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Effective: June 30, 2008

Revised: June 30, 2021

I. PURPOSE

The purpose of this document is to outline the Standard Operating Procedures for the use and administration of AlertOC, the Orange County Public Mass Notification System, hereinafter referred to as "System". This document will provide more specific step-by-step procedures and roles and responsibilities at the regional level including describing expectation of participants. Individual jurisdictions/agencies should create and maintain and **regional concepts**. The step-by step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these procedures shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlines in the Memorandums of Understandings signed by participating agencies, but should be used to support the use of the Orange County Mass Notification System.

II. SYSTEM DESCRIPTION

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during an emergency event. The Public Mass Notification System is only one component of the County of Orange Public Warning System. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, route alerting, the Emergency Alert System, sirens, and press releases.

The Mass Notification System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, citizens have the option to provide additional contact information via self-registration portal www.alertoc.org with link access from county and all participating entity websites. Upon local authority decision to activate, the System will be used to send a message, describing the situation, impacted area, and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

The County of Orange, Orange County Sheriff's Department is the sponsor of the Countywide Public Mass Notification System initiative and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to disseminate "government-related" non-emergency notifications to citizens and organization resources within its jurisdiction. See Section V. Authorized Use and Section VIII. Cost for policy guidelines relating to non-emergency use.



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III. GOVERNANCE

The Orange County Sheriff's Department Emergency Management Division will manage the Mass Notification System as a countywide asset under the Policy and Guidance approved and recommended by the Orange County Technology Subcommittee, and agreed upon by each individual Agency when they opt into the system.

Use of the System by each Agency is contingent upon that Agency abiding by the contract with the mass notification vendor, and the protocols established by the Emergency Management Council and Operational Area Executive Board.

The System utilizes the 9-1-1 database to complete the notifications. The use of the 9-1-1 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891.1. The information contained in the 9-1-1 database is confidential and proprietary and shall not be disclosed or utilized except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

The Orange County Sheriff's Department Emergency Management Division is responsible to ensure that the provisions of the contract are implemented properly. Authorized users must respect the integrity of the database, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If violations of the MOU and this approved policy document are made by any individual or Agency, the Orange County Sheriff's Department reserves the right to disable that individual's or Agency's login(s).

IV. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department shall acquire and maintain a Public Mass Notification System capable of meeting the following requirements.

- A. Licensed for use throughout the County's entire region
- B. Capacity to send a 45 second message to 10,000 residents and businesses within 10 minutes
- C. Capacity to send messages via phone, e-mail and text
- D. Accessible via the public Internet
- E. Provides audit trail logging and reporting
- F. GIS map interface for geographic call list generation
- G. Citizen self-registration web portal (available in over 100 languages))
- H. Interactive phone survey technology and reporting
- I. IVR based notification setup and execution



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V. AUTHORIZED USE

The Mass Notification System is designed to be a countywide asset, available to all Agencies that have a dedicated public safety answering point (PSAP) and/or a resident population they are responsible for making protective action recommendations.

An Agency may participate in the countywide System at no charge when used for emergency purposes until June 2024.

Agencies authorized to join the system at no cost are limited to the incorporated cities in the Orange County Operational Area, County agencies and departments, the Municipal Water District of Orange County and Orange County Retail Water Agencies. Each participating Agency must sign a MOU and will maintain, at minimum, a Local Agency Administrator responsible for implementing and administering use of the System at the local level.

Cities

Cities wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, a vendor provided user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating City shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating City shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

County Users

Unincorporated areas of Orange County will have emergency messaging to the public launched by the Orange County Sheriff's Department. All other county agencies may have access to utilize the system for interdepartmental use. Each participating County agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and provide this guideline to the Orange County Sheriff's Department Emergency Management Division. Each participating County agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Water Retail Water Agencies

The Municipal Water District of Orange County and Orange County Retail Water Agencies wishing to participate may do so by having an authoritative representative sign the "Orange County Water Retail Agency Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, and the Orange County Sheriff's Department, Emergency Management Division in collaboration with the Municipal Water District of Orange County – Water Emergency response Organization of Orange County (WEROC) will provide a user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send emergency notifications to the public by



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utilizing pre-established GIS shape files or the system's interactive map feature to identify their water users. Each participating agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Emergency Use

Use of the Mass Notification System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals regarding emergency events occurring now, follow up information regarding the event and termination of the emergency event., and (2) communicating with safety-responder staff, volunteers and involved parties about the emergency event.

As a general rule, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, local assistance centers and other follow up information, re-entry to an area after evacuation orders have been lifted or termination of the emergency because the danger has passed).

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to ALL of these questions is "Yes", then an activation of the Mass Notification System for emergency purposes may be warranted.

To assist with trigger points for potential message use topics refer to Attachment A



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Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation
4. Contacting agency employees/DSWs to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Message length shall not exceed 60 seconds
3. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
4. Message shall have a call back number specific to the agency issuing the notification.
5. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information
6. An all clear notification should be sent when applicable

A. Inter-Department Communication

City and County Agencies may use the Mass Notification System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use.

B. Non-Emergency Public Use

No agency shall use the Mass Notification System for non-emergency public announcements unless a separate contract with the vendor is established. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included within. Any agency in violation of this term may have their use of the system suspended. Additionally, E 911 data is not allowed to be utilized for non emergency use except for testing according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Jurisdictions will be limited to utilizing the self-registering portal entry data only when launching non-emergency messages.

Agencies who contract to use the countywide System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the Mass Notification System, but the telephone port capacity of local phone providers responsible for delivering calls to residents. Cost associated with non-emergency public notifications is the responsibility of the local Agency, See section VIII.1

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature



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2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source; see Section III, Governance, for additional information relating to E911 data use restrictions

C. Confidentiality

Agencies shall be responsible for: (i) ensuring that users maintain the confidentiality of all user login and password information; (ii) ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this policy or the vendor agreement by any user; (iv) all communications by users using the service; and (v) Ensuring users have completed an appropriate background check and undergone annual security awareness training.

Protecting confidential information contained within the system against accidental or unauthorized use, modification, dissemination, or destruction.

Immediately notifying the Orange County Sheriff's Department of any security incident that could lead to the unauthorized access, use, modification, dissemination, or destruction of CI contained within the system.

Through the "Memorandum of Understanding between the County of Orange and Participants for use of Countywide Mass Notification System," each agency is bound in writing to the confidentiality obligations sufficient to permit agencies to fully perform its obligations under this policy or the vendor agreement.

VI. AUTHORIZED SYSTEM USERS

A. Public Notifications

In general, use of the system in most cities is the responsibility of the local law enforcement agency. Since law is responsible to make alert, notification and evacuation orders. However, others may also be authorized to make notifications will be officials including , emergency management, fire and city manager departments.

County Administrator: The Orange County Sheriff's Department will act as the Countywide Public Mass Notification System County Administrator. County Administrator responsibilities are covered in section IX. System Administration and Operation.

County User: Orange County Sheriff's Department Emergency Communication Division (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as "County" users. County Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with County Operational Area public safety response guidelines. All other county agencies will have permission to execute inter department notifications.

The Orange County Emergency Operations Center, when activated will be responsible for all public notifications to unincorporated areas during an emergency. For day to day use of the system for public safety incidents including but not limited to hazmats, felony crimes with



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suspects still at large, the Orange County Sheriff's Department Commander will be responsible for execution of messages.

Local Agency Administrator: A minimum of one designated Local Agency Administrator will be required for each Agency participating in the countywide System. Local Agency Administrator responsibilities are covered in section IX. System Administration and Operation.

Local Agency User: Participating Agencies may have an unlimited number of Local Agency Users. Local Agency Users will have access to resident contact records within their jurisdiction as well as neighboring jurisdictions with an established MOU agreement. Local Agency Users will be authorized and managed by the Local Agency Administrator and may have varied system permissions.

Any City jurisdiction who has contracted police services shall grant and provide access to their jurisdictions system in order to launch messages in a timely manner.

- Water agencies are identified as local users under the Orange County Sheriff's Department Emergency Management Division.

Inter-Department User: Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the system solely for inter-departmental communication including but limited to first responder or volunteer call-outs. Additional user for special contact groups including In House Special Services (IHSS), access and functional need cliental may be established with prior authorization from the Orange County Sheriff's Department to ensure no vendor contract violations are occurring.

VII. ACTIVATION OF THE SYSTEM

Each City Jurisdiction is responsible for launching messages to affected citizens and businesses within their jurisdiction. Determination of authority to request activation of the Mass Notification System rest with local officials, not with the County of Orange or the Orange County Sheriff's Department Emergency Management Division. Water agencies are responsible for launching messages to affected citizens and businesses as identified in their service district. The following is protocol to be followed when an emergency message is launched anywhere in Orange County.

A. Public Notifications

1. The County of Orange is authorized to use the System to send notifications of regional emergencies to any and all residents within the Operational Area (example: Countywide quarantine order for a health alert). Upon sending a countywide notification, Orange County Sheriff's Department Emergency Management Division will, as soon as possible, advise the appropriate local Agency that mass notifications have been sent by the County to residents of their cities. Pre-notification to emergency managers by email or WebEOC of this AlertOC activation before actual delivery of the message will occur if possible.
2. Other than regional emergency notifications, public notifications are the responsibility of the individual City/Local Government. In the event that the geographical location of an incident requires a message to be delivered to multiple jurisdictions, the responsible Agency will inform each individual Agency so that they can send the message to those



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affected within their own jurisdiction. Exception: Small unincorporated neighborhoods embedded within City limits will receive mass notification of local city emergency activity from City Officials. This does not include the unincorporated areas of Rossmoor, Midway City, Cowan Heights, Lemon Heights, all canyons, Coto de Caza and Trabuco Canyon areas. Any of the fore mentioned unincorporated areas by names, coordination will have to occur with the Orange County Sheriff's Department/Watch Commander when the EOC is not activated.

3. For a City wishing to send or receive messages to or from a neighboring Agency during time of a multi-jurisdictional incident, an MOU should be established between both parties that grants permission for the handling Agency to send emergency notification to residents within the affected Agency. (Exception will be made for cities who have contracted law enforcement services. No MOU will be required and access SHALL be granted).
 - a. In the event no MOU has been established, the local city agency will contact the Police Watch Commander who is the 24 hour warning point for all cities for approval and coordination.
4. Water agencies sending information to the public will do so only to pre-loaded GIS shape files containing their service areas. This procedure must occur due to the overlapping jurisdictional boundary areas. Water agencies will launch messages under the Orange County user account. Pre-notification to the Water Emergency Response of Orange County (WEROC) emergency manager, and impacted city emergency managers will occur prior to the launch of the message by email containing the AlertOC message before actual delivery of the message will occur.
 - a. The WEROC Emergency Manager is responsible to notify and provide the information to the OA/County Emergency Manager since the identification information will show the County of Orange as the initiator.
5. In the event a participating Agency is unable to send out an **emergency** message, the Orange County Control One Coordinated Communications Center is available to act on the local Agency's behalf. Agencies that do not have a current MOU with the County may also request Control One to send out an emergency message. Control One will not be available to send internal notifications. All rules and guidelines are applicable. It is still the responsibility of the local agency with the primary responsibility of the incident to receive approval for adjacent jurisdictions on multi jurisdictional events. Attachment B is the launch form containing all information required in order to launch a message. Authority to request mutual aid assistance from Control One must be requested by a Lieutenant or above (same protocols as requesting a Code Alex).
6. If the Operational Area EOC is activated, agencies may request to utilize the Orange County Information Hotline 714-628-7085 as the identification phone number for residents and businesses to call to obtain additional information. Agencies are requested to send a copy of the AlertOC script to the OA EOC before the message is launched, if possible.
7. Participating Agencies are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.



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B. Emergency Response and Inter-Department Notifications:

1. Each participating Agency is authorized to create employee/volunteer and department call lists and pre-recorded messages.
2. Any non-city agency wishing to create specialty groups which still contain public contact information (ex: special needs callouts) may do so with prior consent. However, any activation of information to any of these groups needs to be coordinated to ensure clear, concise and accurate information is being dispersed. During emergencies, messages will be coordinated with the Operational Area, Orange County Sheriff's Department Emergency Management Division.
3. It is the sole responsibility of each participating Agency to maintain these lists and to launch notifications as deemed necessary.

VIII. COSTS

The County of Orange agrees to fund the System for notifications classified as "emergency use". The County of Orange also agrees to continue to purchase updated E911 telephone data and geographic maps.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Agency through separate contract with the mass notification Vendor.

IX. SYSTEM ADMINISTRATION/OPERATIONS

Individual Agencies are responsible for providing logins and procedural training to key individuals within their Agency responsible for using the Mass Notification System.

A. County Administrator

The Orange County Sheriff's Department will assign and maintain a designated Mass Notification Program Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated local administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the countywide public mass notification system initiative and citizen web portal.



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8. System support: provide support to Local Agency Administrators.

B. Local Agency Administrator

Participating Agencies agree to appoint a designated Mass Notification Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the Mass Notification System at the local level. Local Agency Administrator shall act as the Agency's central point of contact and will work collaboratively with the County Administrator to insure local use of the system is within policy and MOU guidelines.

Local Agency Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: local user account distribution and management, including an annual audit of accounts; attestation that all admins & end-users are authorized to continue accessing the system. Record management of MOU(s) and signed end user **MOU**.
5. Data management: perform routine data management, error-correcting and data integrity updates to System contact and geo-coded map data.
6. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the Mass Notification System and citizen web portal.
8. System support: provide support to local Agency end-users.
9. Training: ensuring end users complete security awareness training that covers at a minimum the following areas: proper protection, handling, dissemination, and destruction of confidential information (CI); threats, vulnerabilities, and risks associated with handling of CI; social engineering; system responsibilities and expected behavior; account usage and management – including password creation, protection, and frequency of changes; system usage – allowed vs. prohibited; incident response; physical security; email protection – phishing threats and business account compromise
10. Incident Response: Local Agency Administrator is responsible to immediately notify OCSD of any incidents that could lead to the unauthorized or accidental use, modification, disclosure, or destruction of any information contained within the system.

X. INFORMATION SYSTEMS AND SUPPORT

The Orange County Sheriff's Department will acquire and maintain 24x7x365 vendor support for the Mass Notification System. Participating Agencies are authorized to contact vendor support as needed.

XI. ROUTINE TESTING

The Mass Notification System will be tested monthly. Monthly testing will be geared towards insuring that use of the System in an emergency is optimized and users are familiar with operation.



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The Mass Notification System will have an annual regional test. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through the annual test exercise, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the Operational Area Standard Operating Procedure document.

By signing the Mass Notification System MOU, participating Agencies agree to take part in Mass Notification countywide test exercises.

XII. DEFINITIONS

1. **System** – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.
2. **Resident** – Comprises households and businesses.
3. **IVR** – Interactive Voice Response is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. This technology will allow a user of the Mass Notification System to launch a message to a pre-defined call list when a pc or internet connection is not available.
4. **Emergency** - “Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the county and participants’ respective jurisdictions.



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Revision History:

<i>Revision Date</i>	<i>Author</i>	<i>Description</i>
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.
June 2021	Harmon Ward	Revision for new contract Revision of Sections II, III, IV, V, IX, and XI.



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Attachment A – Alert OC Trigger Points Guidelines (*Placeholder*)

Type of Incident	Description	Meets Public Safety Criteria
Active Shooter	A shooting with armed individual or individuals is occurring in a known area.	Yes
Boil Water Orders	An unsafe water supply issue requiring the public to boil water before use.	Yes
Building Fire	A fire occurring in an urban area requiring evacuation or shelter in place for the immediate area.	Yes
Violent Crimes	Violent crimes that just occurred such as robbery, assault, murder, etc.	Yes
Felony Suspect at Large	Law enforcement is currently searching for a felony suspect that is suspected to be in a certain area.	Yes
HazMat	Hazardous Materials incidents that require a fire/hazmat response and may include evacuations or shelter-in-place orders.	Yes
Health Orders	Any public health order made pursuant to County Health Officer recommendations.	Yes
Missing Adult (920A) with special circs	12- 17 yrs with decreased mental capacity or medical condition	Yes
Missing Child (920C)	12 yrs or younger ***Discussion add Amber alert triggers	Yes
Missing Juvi (920J)with special circs	18 yrs and older 12- 17 yrs with decreased mental capacity or medical condition	Yes
Severe Weather Related	Weather warnings that forecast an occurring or imminent threat to public safety or coincide with protective action recommendations such as voluntary or mandatory evacuation orders.	Yes
Evacuation or Shelter-in-Place	Voluntary or mandatory evacuation or shelter-in-place orders.	Yes
Wildland Fire	A fire occurring in a wildland urban interface area requiring immediate evacuation or shelter-in-place.	Yes
Road Closures	Unplanned road closures due to an emergency situation.	Yes
Planned Events	Road closures due to community events planned in advance.	No



NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT BETWEEN
PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA,
AND
THE COUNTY OF ORANGE, CALIFORNIA

THIS AGREEMENT, effective this 26th day of June, 2008, ("Effective Date") is between PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA, a California corporation (hereinafter "SBC California"), County of Orange (hereinafter "Customer") and NTI Group, Inc. (hereinafter "Subcontractor").

1. Customer has requested Neighborhood Call service from SBC California under SBC California's Tariff, CAL.P.U.C. NO. A9.2.6 and agrees to comply with all provisions of SBC California's Tariff, CAL.P.U.C. NO. A9.2.6.
2. Customer has identified Subcontractor as its agent for obtaining Neighborhood Call subscriber information from SBC California for provision of community alerts and notifications to citizens as defined in California Public Utilities Commission Code Sections 2872 and 2891.1 and as allowed in SBC California's Tariff, CAL.P.U.C. NO. A9.2.6. In the event Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information, Customer shall provide SBC California written notice of such change 30 days in advance of Subcontractor's agency status being terminated by Customer.
3. Subcontractor certifies that it has reviewed the terms and conditions of the SBC California Tariff, CAL. P.U.C. NO. A9.2.6 for Neighborhood Call and specifically A9.2.6B.2.b which stipulates in part: "The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed."
4. Subcontractor agrees to comply with each of the obligations contained in SBC California's Tariff, CAL. P.U.C. NO. A9.2.6.B.2.b for Neighborhood Call Tariff. Notwithstanding the preceding sentence, Subcontractor agrees that no Neighborhood Call subscriber information will be shared with any non-employee of Subcontractor, whether it be a subcontractor or agent, without the written authorization of Customer and the execution of a Nondisclosure Agreement with SBC California.
5. This Nondisclosure Agreement shall be in effect from the Effective Date until such time that Customer terminates its request for Neighborhood Call service from SBC California or Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information. Subcontractor's duty to keep the Neighborhood Call subscriber information confidential shall continue beyond the term of this Nondisclosure Agreement until such time that Subcontractor returns to SBC California all Neighborhood Call subscriber information in a tangible form or certifies to SBC California that such information has been destroyed.
6. Nothing contained in this Nondisclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information.
7. This Nondisclosure Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
8. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

[SIGNATURE PAGE FOLLOWS]

PACIFIC BELL TELEPHONE COMPANY dba
SBC CALIFORNIA

By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Subcontractor and/or Agent)

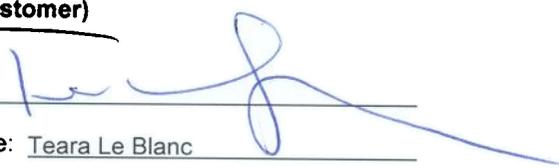
By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Customer)

By:  _____

Print Name: Teara Le Blanc _____

Title Program Manager _____

Date Signed: June 30, 2008 _____

Public Mass Notification System
Individual User Agreement

1. _____ (hereinafter "USER") is an agent, officer, employee or representative of _____, (hereinafter "PARTICIPANT").
2. PARTICIPANT is a signatory to a Memorandum of Understanding ("MOU") between with the County of Orange ("COUNTY") for Use of Countywide Mass Notification System ("SYSTEM").
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law. .
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
 - a) to maintain the confidentiality of login and password information;
 - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
 - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the Individual User; and
 - d) to maintain the confidentiality of all records and information to which the Individual User may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU; and
 - e) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872.
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the MOU and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents.
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges, however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

By signing this Individual User Agreement, USER acknowledges having thoroughly read the foregoing, and hereby consents and agrees to the above terms and conditions.

Dated: _____

Signature

Printed Name

Email Address

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 16, 2022

ITEM NUMBER: 12A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Preliminary Budget for Fiscal Year 2022-23 and Fiscal Year 2023-24

SUMMARY

This report provides for a review of the preliminary budget for the Fiscal Year 2022-23 and Fiscal Year 2023-24.

RECOMMENDATION

1. Review and discuss the preliminary budget for Fiscal Year 2022-23 and Fiscal Year 2023-24; and,
2. Provide direction to staff.

BACKGROUND

It is customary to conduct a preliminary analysis of all appropriations for the upcoming fiscal year. This process updates the Council on the forecasted fiscal status of the City's General Fund and other Funds. Los Alamitos implemented a two-year budget cycle beginning with the Fiscal Year 2021-22 Budget. This budget cycle will include budget projections for Fiscal Year 2022-23, and an estimate for Fiscal Year 2023-24, that will provide assistance with future planning.

DISCUSSION

The Mid-Year Budget review and projection for the Fiscal Year ending June 30, 2022, was presented to the Council on March 21, 2022. A new sales tax forecast was received from HdL on April 6, 2022, with reported data through the fourth quarter 2021 (December 2021), and included projections for Fiscal Year 2021-22 and Fiscal Year 2022-23. Beacon Economics has also released new information and their latest forecast on the economy. The Preliminary Budget for Fiscal Year 2022-23 and Fiscal Year 2023-24 was presented to the Budget Standing Committee on May 2.

Economic Update

Indicators of economic activity and employment have continued to grow in recent months and the unemployment rate has declined substantially. Fiscal Year 2022 will continue to be known as the year of recovery, and most business sectors have recovered to pre-pandemic levels. However, this does not mean that the economy will not face challenges in the

coming year. Inflation remains elevated, reflecting imbalances within supply and demand related to the pandemic. Global unrest is present with the invasion of Ukraine by Russia, and the resulting hardships have unknown implications on the U.S. economy at this time.

The U.S. Treasury has made recent moves to counter the growth of inflation, which is currently at 8.54% (Bureau of Labor Statistics April 2022). The federal funds rate was initially increased by a quarter percentage point, followed by a half point rate hike on May 4. This represents the largest increase in 22 years, and will be followed by additional moves during 2022 and 2023 to counter the growth of inflation. This represents the most aggressive rate hike campaign by the Federal government since 2005.

Bond Market Indicators

Current bond market conditions are indicative of a precursor and hedging for a slowdown or recession in the near future. The bond yield curve is currently in an inverse relationship and this represents the first time since September 2019. Yield inversion occurs when the yield on a longer tenure bond becomes less than the yield for a shorter tenure bond. This occurred on March 29, when the 10-year Treasury yield fell below the 2-year Treasury yield. This is a direct reflection of market concerns that the Federal Reserve could tip the economy into a recession as it struggles to control soaring inflation. According to HdL's latest forecast, a slowdown is expected at the end of calendar year 2022 and into the early quarters of calendar year 2023. As such, the budget has been prepared using a conservative approach and factoring in adjustments to sales tax revenue that would be reflective of an economic slowdown.

Housing

According to a recent paper published by the Federal Reserve Bank, a housing bubble is also brewing, but is not expected to be as bad as it was in 2008. Researchers came to the conclusion following a comparison of U.S. home prices to underlying economic data, and housing prices appear to be out of sync with basic fundamentals. However, they do not believe that we are headed for a 2008-style crash. Households are in a much better position today, with a ratio of personal income to mortgage debt service payments of just 3.8 %, compared to 7% in 2008. Based on the current data, there is no expectation that the fallout due to a housing correction would be comparable to the 2007-2009 global financial crisis in terms of magnitude or macroeconomic severity.

Fiscal Year 2022-23 and Fiscal Year 2023-24 Budget Overview

The new budget again reflects 2 fiscal years. As shown below, projected revenues for FY22-23 and FY23-24 are \$21.3 million and \$22.7 million, respectively.

Revenues and Transfers In	2021-22 Adopted Budget	2022-23 Projected	2023-24 Estimate		
Property Taxes	\$ 4,584,079	\$ 4,899,967	\$ 5,096,898		
Sales & Use Taxes - General	3,140,400	3,403,270	3,522,541		
Sales & Use Taxes - Local	4,438,588	5,371,740	5,564,000		
Utility Users Tax	2,009,900	2,052,487	2,062,487		
Transit Occupancy Tax	180,670	325,340	327,753		
Franchise Fees	667,836	671,300	677,300		
Licenses & Permits	1,705,903	1,777,200	1,795,200		
Fines & Forfeitures	738,309	669,000	789,000		
Investment Earnings	229,280	180,000	190,000		
Revenue from Other Agencies	120,200	12,200	12,200		
Charges for Services	620,903	702,278	668,778		
Miscellaneous Revenues	68,000	68,000	68,000		
Interfund Transfers	375,000	1,216,043	1,903,558		
Total Revenues and Transfers In	\$ 18,879,068	\$ 21,348,825	\$22,677,715	General	Fund

Projected Revenues

Fiscal Year 2022-23 and 2023-24 projections by category are presented as follows:

Property Taxes

The most recent report received from HdL, dated March 30, indicates that property taxes are continuing an upward trend. The projections for secured property taxes for FY22-23 and FY23-24 are \$2.8 million and \$2.9 million, respectfully. This revenue category encompasses unsecured property taxes, lighting district, and property tax in lieu of VLF. The revenue projection for total property tax revenue for FY22-23 is \$4.9 million, and estimated to be \$5.1 million for FY23-24. With a housing adjustment expected sometime in the near future, conservative growth rates have been used for FY22-23 and FY23-24.

Sales & Use Taxes

A report from HdL, dated April 6, reflects receipts for the fourth quarter through December 2021 were 35.8% above the same period in 2020. The local economy has returned to pre-pandemic levels. One of the industries that was affected the most was restaurants and hotels, and for the most part have fully recovered. The estimate for FY22-23 is \$3.4 million and FY23-24 is \$3.5 million. As noted, with high inflationary rates, there are concerns of a slowdown in the economy. As such, adjustments to HdL's estimates have been factored into the projections for both FY22-23 and FY23-24.

Measure Y Local Sales Tax

According to HdL's latest report dated April 6, Measure Y generated 163.3% of the Bradley Burns amount, highlighted by solid performances of auto-transportation and general consumer goods. The projection for FY22-23 is \$5.4 million, and \$5.6 million for FY23-24. Consideration of a slowdown in the economy has been factored into the projections, similar to the reductions used for Sales & Use Taxes.

Transient Occupancy Tax

Transient Occupancy Tax (TOT) includes the newest hotel, Fairfield by Marriott. Revenues for FY22-23 are projected to be approximately \$325 thousand. The estimate for FY23-24 is \$327 thousand. Both fiscal years have been reduced by factors indicative of a recession and the resulting affect it might have on leisure travel and lodging. A study and review of revenue for TOT, as well as UUT, are being considered for the next fiscal year.

Licenses & Permits

Licenses & Permits are projected to show modest growth for FY22-23 and FY23-24, at \$958 thousand and \$971 thousand, respectfully. A slowdown in the economy could affect this revenue category as well, but adjustments have not been factored into the estimates at this time.

Fines & Forfeitures

Fines & Forfeitures revenue include red light camera and parking fines, and other moving violations. COVID related challenges have negatively impacted revenue from the Photo Enforcement program as well as parking citation revenue. Revenue is expected to return to a normalized level in the next fiscal year.

Charges for Services

The majority of revenue for this revenue category is generated by the Recreation Department's various programs, classes, and special events. Increased participation is anticipated for both FY22-23 and FY23-24, and is expected to exceed FY21-22, barring any recurrence of pandemic, or recessionary impacts.

General Fund Proposed Expenditures

The proposed expenditures represent further restructuring of the City's internal operations in order to meet the goals set forth in the departments and the City. Projected expenditures for FY22-23 are \$20.4 million, and \$19.3 million for FY23-24.

The table below reflects the Preliminary General Fund Budget for department expenditures for FY22-23 and FY23-24, including additional proposed staffing positions.

Department	2021-22	2022-23	2023-24
	Adopted Budget	Projected	Estimate
City Council	\$ 66,895	\$ 66,895	\$ 66,895
Administration (City Manager, City Clerk, HR)	1,051,340	1,053,023	1,162,927
Finance	725,906	835,327	861,579
City Attorney	176,000	196,000	196,000
Police	7,376,168	8,005,752	8,279,348
Development Services	3,583,623	4,436,904	4,578,490
Recreation and Community Services	1,775,322	2,104,743	2,325,772
Non-Departmental	1,856,836	2,443,181	595,500
Interfund Operating Transfers	1,113,500	1,225,500	1,265,500
Total Operating Expenditures and Transfers	\$ 17,725,590	\$ 20,367,325	\$19,332,011

In addition to maintenance and operational increases, below is a breakdown of the individual departmental expenditures, including additional proposed staffing. Salaries reflect two-year COLA adjustments as approved in the recently negotiated MOU agreements.

Administration (City Manager, City Clerk, Human Resources)

Administration includes the City Manager, City Clerk, and Administrative Manager. A name change for the department was made in the previous budget year to better reflect best practices. Staff is currently analyzing the department's long-term needs and has elected not to fill the Executive Assistant position at this time. As such, the cost of this position has not been included in the budget. Contractual Services have been increased for FY22-23 in anticipation of undertaking a Cost Recovery Study. Total department expenditures for Administration for FY22-23 and FY23-24 are projected to be approximately \$1.1 million and \$1.2 million, respectfully.

Finance

The Finance Department now consists of four full-time staff, including the Director, Finance Manager, Accountant, and Senior Finance Assistant. The newly created and approved Finance Manager position replaces the part-time Special Projects Coordinator. The Finance Manager will ensure that the department's internal controls are in compliance with GFOA standards, a note that was referenced as a potential finding in a recent audit. In addition to providing direction to day-to-day supervision of support staff, the Finance Manager will perform specialized and complex assignments, including support for the budget and audit. The department is expected to undertake many long-term goals, including studies for banking services, cost recovery and allocation, and financial system enhancements. Total department expenditures for Finance for FY22-23 are projected to be \$835 thousand and \$862 thousand for FY23-24.

Police

The Police budget consists of nine divisions: Administration, Patrol, Investigation, Records, Communication, Community Outreach, Youth Programs, Traffic, and Emergency Preparedness. Salaries reflect the recently negotiated cost of living adjustments for FY22-

23 and FY23-24, and assume the full complement of sworn personnel at 24 sworn officers. Part-time salaries have been increased in Traffic and Records for two additional Police Aides. In addition, a full-time Records Specialist is being added that replaces the CLO at no additional cost. The overall cost increase from the FY21-22 budget is approximately \$630 thousand, and can be attributed to higher salaries and associated increases in benefits, and increase in Materials, Supplies, and Services. The total department expenditures for FY22-23 are projected to be \$8.0 million, and \$8.3 million for FY23-24.

Development Services

Development Services consist of Administration, Planning, Neighborhood Preservation, Building Inspection, NPDES, Street, Park, and Facility Maintenance, and City Engineer. The two administration divisions have been combined and consolidated into one - Community Development/Public Works Administration, to better align services and reduce redundancy. A new division of Economic Development is also being proposed. Under the proposed staffing structure, a "supervisor" level position will be in each division. The clerical staff will report to the Department Secretary. The Associate Planner, Code Enforcement, Economic Development, and the receptionist will report to the Development Services Manager. The Director will directly oversee Public Works, Engineering, Building & Safety, and the analyst(s).

For the Economic Development division, a full-time Economic Development Supervisor is being proposed, for a limited term, and will be funded by ARPA. This position will be responsible for Business Licensing and additional oversight of HdL's Business License processing, the Banner Program, Economic Development initiatives, Outdoor Dining, Employment, and New Business Programs, to name a few.

An increase to part-time salaries is being proposed for two additional Public Works Maintenance Workers (20-25 hours/week), to provide coverage in gap areas, weekend trash cleanup at the parks, cleaning the Police Department and Community Center on Fridays and Saturdays, cleaning the parks restrooms on Friday and Saturday evenings, and coverage for Friday and Saturday for accidents, bulk item pickup, and assistance with Recreation events.

For Code Enforcement, a full-time officer is being proposed. This would include code enforcement duties to provide coverage for a full seven days per week, and Strategic Code Enforcement and Housing Solution Assistant Programs.

Total department expenditures for Development Services for FY22-23 and FY23-24 are projected to be \$4.4 million and \$4.6 million, respectfully.

Recreation and Community Services

Recreation and Community Services include divisions for Administration, Community Services, Day Camp, Play Grounds, Sports, Special Classes and Special Events. For staffing, a full-time Recreation Coordinator is planned for FY22-23. This position will provide support for Contract Classes and registration, Staff Enrichment Taught classes, Adaptive Programs, Preschool Program, Weekend of Art, Tennis, and support for various

department events, like Week of Los Al Street Fair, Winter Wonderland, and 4th of July.

In addition, Part-Time Salaries is being increased for two additional Community Services Coordinators and a Recreation Specialist and will support all existing senior programs, develop new senior programs as a result of the City’s Senior Needs Assessment, in addition to providing support to year-round events, marketing and social media. The Department Secretary is expected to retire in December 2023, creating some salary savings for FY23-24.

Total department expenditures for Recreation and Community Services are projected to be \$2.1 million for FY22-23, and \$2.3 million for FY23-24.

Summary of Proposed Staffing Changes

In total, there are 2 General Fund Full-Time positions being proposed, and an increase in Part-Time Salaries in Police, Development Services, and Recreation. There is also a limited term position proposed to be funded through use of the ARPA funds. Discussion of the proposed positions and corresponding responsibilities are included in the department expenditure sections above. A summary of the proposed positions, increase in part-time salaries, and respective costs are highlighted below:

**Summary of Additional Staffing
FY2022-23**

<u>Change</u>	<u>Position</u>	<u>Full-Time Salaries</u>	<u>Part-Time Salaries Budget Increase</u>
<u>Police</u>			
	PT	Police Aide (2)	\$ 46,870
	FT	Records Specialist (replaces CLO)	\$ -
<u>Development Services</u>			
	FT	Economic Development Supv	ARPA
	PT	Pubic Works Maint Worker (2)	\$ 52,998
<u>1</u>	FT	Code Enforcement Officer	\$ 85,218
1			
<u>Recreation</u>			
1	FT	Recreation Coordinator	\$ 85,237
	PT	Community Services Coord (2)	\$ 59,584
	PT	Recreation Specialist	\$ 25,733
<u>1</u>			
2	FT		\$ 170,455
			\$ 185,185

Non-Departmental

Non-Departmental includes contractual services not associated with other departments, retiree health insurance costs, credit card processing fees, contributions to North SPA, and capital projects funded by Measure Y and General Fund.

Interfund Operating Transfers Out

Interfund transfers from the General Fund are to other funds to cover Debt Service payments (Fund 31), capital improvement projects funded by the General Fund (Building Improvement Fund 25), transfers to cover facility improvements (Fund 25), and transfers to cover self-insurance costs (Fund 54).

Internal Service Charges

There are no changes being proposed to the Internal Service Charges for FY22-23 and FY23-24, as a review was conducted during the prior budget. The Internal Service Charges will be reviewed in connection with the Cost Recovery Study to determine proper levels of cost recovery and allocation methodology.

Capital Funding Needs

The proposed Capital Improvement Plan for FY22-23 is projected to be \$4,222,269, including \$215,000,000 carryover from FY21-22, as shown below:

PROJECT TITLE	FUNDING SOURCE	ACCOUNT	FY2022-23 PROJECTED
STREETS AND DRAINAGE			
Regular Yearly Work			
ARTERIAL AND RESIDENTIAL TREE TRIMMING	Measure M	26-570-5501.2103	\$ 64,500
Special Funded Projects			
CATCH BASIN CPS PROJECT (MATCH)	Measure M	26-570-5501.2105	\$ 51,523
NEW DUTCH HAVEN STREET IMPROV PROJECT (SB-1)	Gas Tax	20-570-5501.XXXX	\$ 462,500
BLOOMFIELD STREET IMPROV PROJECT	Gas Tax	20-570-5501.XXXX	\$ 300,000
WEBSITE MAINTENANCE	AQMD	23-570-5501.2101	\$ 6,865
BRIGGMAN STREET WIDENING	Traffic Improv	44-570-5501.1719	\$ 275,000
STERN PARK PROJECT (Y)	Measure Y	10-570-5501.XXXX	\$ 650,000
LAUREL PARK PROJECT or PHASE TWO STREET IMPROVEMENTS	Measure Y	10-570-5501.XXXX	\$ 1,000,000
LAUREL PARK PROJECT	Prop 68 Grant	10-570-5501.XXXX	\$ 187,000
CATCH BASIN CPS PROJECT (MATCH)	Gen Fund (Match)	10-570-5501.1708	\$ 12,881
Facilities			
COMMUNITY CTR DIVIDER PROJECT	Bldg Improv	25-570-5503.XXXX	\$ 72,000
DEMO PW & LATV BLDG (Carryover)	Bldg Improv	25-570-5503.XXXX	\$ 75,000
ELECTRIC SVC & WIRING UPGD - PD (Carryover)	Facilities	52-570-5501.2005	\$ 40,000
GENERATOR PROJECT (Carryover \$100,000)	Facilities	52-570-5501. XXXX	\$ 650,000
Pavement Management Plan			
PAVEMENT MGMT PROJECT	Measure M	26-570-5501.1008	\$ 25,000
CDBG Funding Projects			
STERN PARK PROJECT	CDBG	19.570.5501.XXXX	\$ 350,000
Carryover FY21-22			\$ 215,000
FY22-23			\$ 4,007,269
Total Funded			\$ 4,222,269

A summary of the CIP funding follows:

CAPITAL IMPROVEMENT PROJECTS SUMMARY BY FUND - FISCAL YEAR 2022-23	
CDBG Fund (19)	\$ 350,000
Gas Tax Fund (20)	\$ 762,500
AQMD (23)	\$ 6,865
Bldg Improv (25)	\$ 72,000
Measure M Fund (26)	\$ 141,023
Traffic Improv (44)	\$ 275,000
Facilities Streets and Parks (52)	\$ 550,000
Measure Y (10)	\$ 1,849,881
Carryover (FY21-22)	\$ 215,000
Total Capital Improvement Projects - Fiscal Year 2022-23 (Including Carryovers)	\$ 4,222,269

Other Funds

The City additionally has twelve (12) special revenue funds, one debt service fund, four (4) capital projects funds and five (5) internal service funds for budget purposes. Illustrated below is a comprehensive review of all other funds. Sufficient funds are available to cover the proposed expenditures/transfers.

Updated Long-Term Model

The long-term model has been updated and reflects capital improvements, but before any other program costs. The updated five-year long-term model is presented below:

Five-Year Forecast

	Projection	Forecast	Forecast	Forecast	Forecast	Forecast
	<u>FY21-22</u>	<u>FY22-23</u>	<u>FY23-24</u>	<u>FY24-25</u>	<u>FY25-26</u>	<u>2026-27</u>
Revenues:						
Total Revenues	20,023,569	21,348,825	22,677,715	21,609,152	22,072,573	22,549,685
Expenditures:						
Total Expenditures	<u>17,412,065</u>	<u>20,367,325</u>	<u>19,332,012</u>	<u>19,721,390</u>	<u>20,066,415</u>	<u>20,416,639</u>
Projected Budget Surplus						
Before Other Program Costs	2,611,504	981,500	3,345,703	1,887,762	2,006,158	2,133,046

The projected surplus of \$2.6 million for FY21-22, is a result of higher than anticipated revenues primarily from property taxes, sales & use taxes, and Measure Y local sales taxes, and also represents some salary savings from unfilled positions within the Police Department. Surplus positions are projected for the new budget FY22-23 and FY23-24, at \$982k and \$3.4 million, respectfully. The projected surplus for FY23-24, assumes the balance of the transfer from the ARPA Fund to the General Fund for previous revenue loss. For forecast years 2 through 5 (FY23-24 to FY26-27), the long-term model includes the assumption of CIP expenditures at \$1 million per fiscal year. The projected surpluses are before any other program costs, such as additional reserve set aside, or pension UAL cost reduction.

Other Considerations

Previous discussions with the Budget Standing Committee and Council during 2022 have included review of the pension unfunded accrued liability (UAL) and possible funding options. Some of the additional considerations for the BSC include establishing annual targets for surplus and CIP, additional reserves and set asides, investments, and related policies.

In connection with the UAL, staff have done additional work and has contacted a Public Financial Advisory firm (PFM) to solicit advice regarding funding options for paying down the UAL. Funding for the UAL includes many options, including “pay as you go” utilizing reserves (surplus) and cash (Additional Discretionary Payments), “CalPERS Fresh Start Program”, pension obligation bonds, tax-exempt exchange, and use of a 115 Trust, or combinations of various options, to reach an earlier paydown of the UAL. There are costs and estimated savings associated with each of the various options.

Staff will return at a later date for follow-up discussions regarding these additional items for consideration, including a presentation from PFM in connection with the feasibility of issuing pension obligation bonds (POB) for funding the UAL.

FISCAL IMPACT

The fiscal impact associated with the various personnel changes that are recommended is incorporated in the FY22-23 and FY23-24 Budget. This report presents the preliminary projections for the budget for Fiscal Year 2022-23 and Fiscal Year 2023-24. Staff will return with any changes as recommended by the City Council.

Attachment: None