



AGENDA

REGULAR MEETING

LA PALMA CITY COUNCIL

TUESDAY, APRIL 1, 2025

Mark I. Waldman
Mayor

Nitesh P. Patel
Mayor Pro Tem

Debbie S. Baker
Council Member

Janet Keo Conklin
Council Member

Vikesh P. Patel
Council Member

4:00 PM Closed Session
6:30 PM Open Session
La Palma City Hall
Council Chambers
7822 Walker Street, La Palma

CALL TO ORDER

CLOSED SESSION

CS-1. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

Pursuant to Government Code section 54957(b)(1)

Position Title: Interim City Manager

CS-2. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

Pursuant to Government Code Section 54957(b)(1)

Position Title: City Manager

CS-3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code section 54957.6.

Agency Designated Representatives: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager
Employee Organizations: La Palma General Employees
Association
La Palma Police Association
La Palma Professional Employees
Association
Unrepresented Employees: Executive Management

CS-4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), (e)(2), (e)(3): (1 case – February 3, 2025 letter from Attorney Joseph McGowan, Jr. [attached])

OPEN SESSION TO BEGIN AT 6:30 P.M.

PLEDGE OF ALLEGIANCE

Council Member Vikesh Patel

INVOCATION

Reverend Nader Hanna, King of the Nation Ministries
Council Member Baker

ROLL CALL

PRESENTATIONS

- Presentation of proclamation in recognition of April as Donate Life Month.
- Recognition of American Martial Arts School Black Belt Achievement
- Recognition of Gold Presidential Volunteer Service Award Recipient

ORAL COMMUNICATIONS (Time Limit: 5 Minutes Each)

Time has been reserved at this point in the Agenda for persons wishing to speak on any item that is not listed on the Agenda. By law, the City Council is prohibited from taking action on such oral comments. The matter will be automatically referred to staff for appropriate response or action or will be placed on the Agenda of a future meeting. Matters listed on the Agenda may be addressed either at this time or at the time they are before the City Council for discussion.

CONSENT CALENDAR

All matters listed under Consent Calendar will be acted upon by one motion affirming the action recommended on the Agenda. There will be no separate discussion on these items prior to voting unless members of the City Council, Staff, or the public request that specific items be removed from the Consent Calendar for separate action. Any member of the public who wishes to discuss a Consent Calendar item should come forward to the microphone and, upon recognition by the Mayor, state their name, address, and the item number.

1. Waive the Reading of All Ordinances

It is recommended that the City Council waive the reading of all Ordinances in their entirety and read by title only.

2. Approval of Council Minutes

It is recommended that the City Council approve the Minutes of the March 4, 2025, Regular Meeting, and Minutes of the March 20, 2025, Special Meeting of the City Council.

3. Approval of Register of Demands

It is recommended that the City Council adopt a Resolution approving the Registers of Demands for March 18, 2025, and April 1, 2025.

4. Destruction of Obsolete Departmental Records

It is recommended that the City Council adopt a Resolution authorizing the destruction of obsolete records pursuant to the California Government Code Section 34090.

5. Authorize Agreements for Development of a Cross-Connection Control Plan

It is recommended that the City Council:

1. Approve and authorize the City Manager to execute the Cost Sharing Agreement with 24 Public Water Systems in Orange County to ensure compliance with State regulations for \$5,981.65 to the Irvine Ranch Water District; and
2. Authorize the City Manager to execute a professional services agreement with John Robinson Consulting, Inc. to prepare the City's Cross-Connection Control Management Plan for an amount not-to-exceed \$24,900.

6. **Authorize Budget Allocation for Sidewalk Condition Repairs**

It is recommended that the City Council authorize a budget allocation in the amount not-to-exceed \$100,000.00 for Sidewalk Assessment and Repairs to the existing maintenance contract with Precision Concrete Cutting.

7. **Authorize a Landscape Maintenance Agreement with Caltrans for SR-91 Right-of-Way at Walker Street (Digital Display Billboard at 6951 Walker Street)**

It is recommended that the City Council approve and authorize the execution of a Landscape Maintenance Agreement with the California Department of Transportation for the maintenance of landscape and irrigation for a portion of SR-91 Freeway Right-of-Way at Walker Street (Attachment 1).

8. **Authorize the Purchase of Replacement Chlorine Analyzers**

It is recommended that the City Council authorize the purchase of replacement chlorine analyzers for the amount not to exceed \$30,000 from the Hach Company.

9. **First Amendment to Professional Services Agreement for the Meadowlark (City Yard) Well Rehabilitation**

It is recommended that the City Council authorize the City Manager to execute an amendment to the contract with BESST, Inc. (BESST) for the Meadowlark (City Yard) Well Rehabilitation, increasing the not-to-exceed amount from \$320,098 to \$440,000, and to amend the budget accordingly.

10. **Event Contract for the 4th Annual Festival of Nations Event**

It is recommended that the City Council authorize the City Manager to execute the event quote and any related documents with James Events Productions, Inc. for the provision of vendor booths, rides, attractions, and game booths at

the Festival of Nations event on April 26, 2025.

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS

11. La Palma's 70th Anniversary Commemorative Activities

It is recommended that the City Council receive and provide feedback regarding La Palma's 70th Anniversary Commemorative activities.

12. Review of Land Use Classification for 5962 La Palma Avenue in the Planned Neighborhood Development Zoning District (Clineva Urgent Care)

It is recommended that the City Council uphold the Community Development Manager's determination that the proposed Clineva Urgent Care Center is defined as a "Medical center/clinic" use, which is explicitly prohibited in the Planned Neighborhood Development (PND) Zoning District.

13. Public Works Department Update and Reclassification Recommendation

It is recommended that the City Council adopt a Resolution updating the Salary Schedule and the Comprehensive Listing of Personnel Practices and Benefits for Management Employees to: (1) include the position of Community Development & Public Works Director, (2) establish a new salary for the position, and (3) rescind Resolution No. 2025-07.

COUNCIL MEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

CITY MANAGER REMARKS

CITY ATTORNEY REMARKS

ADJOURNMENT

NOTE: As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records

distributed to all or a majority of the members of the City Council in connection with an open session item on the agenda are on file and available for inspection with the Office of the City Clerk, City Hall, 7822 Walker Street, during regular business hours 7:30 A.M. to 6:30 P.M., Monday through Thursday. If such writings are distributed to members of the Council on the day of a City Council meeting, the writings will be available at the entrance to the City Council Chambers. If you have any questions regarding any item of business on the agenda for this meeting, any of the staff reports, or other documentation relating to any agenda item, please contact the City Clerk at (714) 690-3334.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 690-3334. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations to ensure accessibility to this meeting.

ROGERS JOSEPH O'DONNELL

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February 3, 2025

Via Email

mslentz@chwlaw.us

Matthew C. Slentz
Colantuono, Highsmith, Whatley, PC
7545 Irvine Center Drive, Suite 200
Irvine, CA 92618

RE: City of La Palma/Unispec Construction, Inc.

Dear Mr. Slentz:

As you know, Unispec Construction, Inc. (“Unispec”) entered into this contract on February 6, 2024 with the City of La Palma (the “City”) for the lump sum contract price of \$2,533,643.70. Significantly, this price was \$1,335,556.80 less than the second lowest bid by KASA Construction, Inc. of \$3,870,133.50. Unispec’s price was, therefore, less than two thirds of the price of the next lowest bidder.

Unispec was able to offer this amazingly low price based upon its reasonable understanding that Unispec would perform *the complete contract*. The General Provisions, Section 1, Intent provides, “(t)he intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary *for completion of the contract and provide a functionally complete Project*.” (Emphasis added).

In particular, Unispec entered into the contract at the low price that it offered with the expectation that the contract would include the procurement and placement of boulders. Question 1 of the pre-bid questions for the project queried, “Are there any boulders on this project, please confirm and clarify?” In response the City wrote, “(t)here are boulders on the project, per Construction Legend, Note 7 of the construction sheets. All boulders shall be paid at the contract bid price and estimated quantity shown on the attached revised bid schedule.”

Based upon these assurances, Unispec bid the project with the expectation that it would be performing the boulder work, and its price for boulders included a considerable portion of its overhead, general conditions expenses and profit. The City wants to decrease the contract amount by \$202,800, an amount that would decrease Unispec’s profit and overhead recovery by \$147,471.37. This is essentially the majority of Unispec’s profit and overhead costs for the project.

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Unispec also believed that it would be required to place 24-inch box trees on Item No. 3 Mood Street-Crescent Ave to Houston Ave-Existing Medians, Item No. 16. Understanding from the project contract that it would provide a quantity of eight trees for this item, Unispec included profit and overhead in this line item. The City, opportunistically, seeks to deprive Unispec from this profit and overhead, by converting the 24-inch box trees to 15 Gallon Trees, at a savings of \$8,700 per tree.

The removal of all boulder work and the conversion of the aforementioned trees on Moody Street would result in a drastic change to the work of Unispec's contract.

A similar situation was addressed by a California court in *Hensler v. City of Los Angeles* (1954) 124 Cal.App.3d 71 ("Hensler"), a contract between the City of Los Angeles and a civil contractor. In *Hensler*, the court found that a deletion of a significant portion of the contract was a breach of contract. The *Hensler* court, interpreting a similar contract found that a changes provision "may not be invoked to allow deletions from a construction contract which were not made for the purpose of satisfactory completion of the project, but as an attempt by defendant to exculpate itself from its obligations of counter-performance." In *Hensler*, the court awarded damages based upon the difference between the unit price and the expected cost of the work.

Your October 22, 2024 letter addresses the "Greenbook," Standard Specifications for Public Works Construction published by BNi Publications, Inc. The Greenbook at section 3-2.2.1, third paragraph, provides,

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 3-2.4.

Greenbook section 3-2.4 provides for the parties to agree upon the prices. Clearly the deletion of boulders and the conversion of the trees Item No. 3 Mood Street-Crescent Ave to Houston Ave-Existing Medians constitutes a change in the character of the work.

Moreover, because this is a federally funded project, federal precedent also applies. California courts are "strongly persuaded by decisions relating to federal procurement bidding." *Pacific Architects Collaborative v. State of California*, 100 Cal. App. 3d 110, 125 (1979).

"When the Government deletes work from contract requirements, the Government is entitled to a downward adjustment in the contract price reflecting *the amount*

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that the contractor saved as a result of that deletion. (Citation). The agency bears the burden of proof to substantiate the amount of the deductive change for deleted work.” *Yates-Desbuild Joint Venture v. Department of State* (2017) 17-1 BCA P 35870, Emphasis added.

See also, Federal Transit Administration, Best Practices Procurement & Lessons Learned Manual, October 4 2016, section 5.2.5 Basic Pricing Formula, summarizing federal precedent as follows:

When repricing as a result of the change order, courts have limited the repricing to the changed work without altering the original profit or loss position of the contractor. This is known as the “leave them where you find them approach.”

Pricing the Deleted Work—Under the basic pricing formula, the amount of the adjustment for the deleted work is the cost the contractor would have incurred had the change not been issued; i.e. had the work been performed.

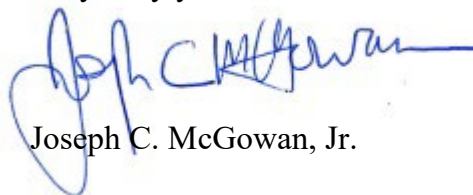
Being in the public works contracting business for 34 years, Unispec knew this project is federally funded and that any change orders, additive or deductive, would be with the consent of both parties, and not unilateral.

Another point relevant to this issue is the actual work performed by Unispec. Unispec installed 24-inch box trees in the locations specified for the cheaper 15-gallon trees, resulting in a clear betterment for the City.

Finally, Unispec has performed the contract in a timely manner to the complete satisfaction of the City. No doubt this performance, and the legal issues described above would shine the best light possible upon my client, should these issues be considered by a judge or jury.

For these reasons, I sincerely suggest that the City honor its contractual obligations by allowing Unispec complete the project that it bid.

Very truly yours,



Joseph C. McGowan, Jr.

/drl

City of La Palma

Agenda Item No. 1



MEETING DATE: April 1, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Waive the Reading of All Ordinances

RECOMMENDED ACTION:

It is recommended that the City Council waive the reading of all Ordinances in their entirety and read by title only.

PURPOSE:

This is a regular agenda item and acts as a reminder of an action that Council Members should take to waive the reading of any Ordinance before them in its entirety, and instead read it by title only. This action helps to expedite the processing of Ordinances and contributes to the efficiency of City Council meetings.

FISCAL IMPACT:

None.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 2



MEETING DATE: April 1, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Approval of Council Minutes

RECOMMENDED ACTION:

It is recommended that the City Council approve the Minutes of the March 4, 2025, Regular Meeting, and Minutes of the March 20, 2025, Special Meeting of the City Council.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. City Council Minutes 3-20-2025 Special Meeting
2. City Council Minutes 3-4-2025

MINUTES OF THE SPECIAL MEETING
OF THE LA PALMA CITY COUNCIL

March 20, 2025

CALL TO ORDER: Mayor Waldman called the Special Meeting of the La Palma City Council to order at 8:01 a.m. in the Council Chambers at La Palma City Hall, 7822 Walker Street, La Palma, California, with Council Member Keo Conklin being absent.

PLEDGE OF ALLEGIANCE: Mayor Waldman

ROLL CALL: Council and Commission Members

Council Members present: Council Member Baker, Mayor Pro Tem N. Patel, Council Member V. Patel, and Mayor Waldman

Council Members absent: None

City Officials present: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager
Ajit Thind, City Attorney

Council Member Keo Conklin joined the meeting at 8:05 p.m.

CLOSED SESSION

CS-1. CS-1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), (e)(2), (e)(3): (1 case – February 3, 2025 letter from Attorney Joseph McGowan, Jr. [attached])

CS-2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6.

Agency Designated Representatives: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager

Employee Organizations: La Palma General Employees Association
La Palma Police Association

Unrepresented Employees: La Palma Professional Employees
Association
Executive Management

CS-3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(B)(1)

Position Title: City Manager

Mayor Waldman reconvened in Open Session at 9:04 a.m. and asked for a report.

Assistant City Manager Hallett announced that there were no reportable actions out of Closed Session.

ADJOURNMENT

Mayor Waldman adjourned the Special Meeting at 9:05 a.m.

Mark I. Waldman
Mayor

Attest:

Kimberly Kenney, CMC
City Clerk

MINUTES OF THE REGULAR MEETING
OF THE LA PALMA CITY COUNCIL

March 4, 2025

CALL TO ORDER: Mayor Waldman called the Regular Meeting of the La Palma City Council to order at 5:05 p.m. in the Council Chambers of La Palma City Hall, 7822 Walker Street, La Palma, California.

CLOSED SESSION

CS-1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code section 54957.6.

Agency Designated Representatives: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager
Employee Organizations: La Palma General Employees Association
La Palma Police Association
La Palma Professional Employees Association
Unrepresented Employees: Executive Management

CS-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Pursuant to Government Code section 54956.9(d)(2), (e)(2))

1 case – Proposed AT&T Tower at 8415 Meadowlark

CS-3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to paragraph (1) of subdivision (d) of California Government Code Section 54956.9)

Claim No. CJP-3053039, regarding driver fatality
Claimant: David Casey

Mayor Waldman recessed to Closed Session at 5:06 p.m.

Mayor Waldman adjourned Closed Session at 6:23 p.m.

OPEN SESSION TO BEGIN AT 6:30PM

Mayor Waldman adjourned Closed Session at 6:27 p.m. and reconvened in Open Session at 6:33 p.m. and asked for a report out of Closed Session.

City Attorney Thind responded that there are no reportable actions on Closed Session Items CS-1 and CS-2; however, on Item CS-3, the City Council voted by unanimous decision to reject the claim.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Nitesh Patel

INVOCATION: Father Binh Nguyen, St. Ireanus Catholic Church

ROLL CALL: Council Members

Council Members present: Council Member Baker, Council Member Conklin, Council Member V. Patel, Mayor Pro Tem N. Patel, and Mayor Waldman

Council Members absent: None

City Officials present: Conal McNamara, City Manager
Ajit Thind, City Attorney
Joe Cisneros, Deputy City Manager
Belinda Deines, Community Development Manager
Joe Guerrero, Police Chief
Ryan Hallett, Assistant City Manager
Kimberly Kenney, City Clerk

PRESENTATIONS:

Mayor Pro Tem Patel presented a Proclamation to Barb Raabe representing the American Red Cross in recognition of March as Red Cross Month.

Mayor Pro Tem Patel presented a Proclamation to the La Palma Toastmasters Board of Directors in recognition of their 15th Anniversary.

ORAL COMMUNICATIONS

Chloe Janoia, a La Palma resident, addressed the City Council regarding her opposition to the Tiny Tots teacher's departure in the Recreation Department and how that affected the families she represents; noted her support for Misty Torres who ran the Tiny Tot

program; inquired about the reason behind her departure; and opposition to the random closure of the Recreation Department office during business hours.

Karen Zigorski, a La Palma resident, addressed the City Council regarding the Community Center Aerobics class that she attends and her opposition to the floors being waxed to the point they are slippery.

CONSENT CALENDAR

1. Waive the Reading of All Ordinances

Waive the reading of all Ordinances in their entirety and read by title only.

2. Approval of Council Minutes

Minutes of the January 14, 2025, Regular Meeting of the City Council.

3. Approval of Register of Demands

It is recommended that the City Council adopt a Resolution approving the Registers of Demands for February 18, 2025, and March 4, 2025.

4. 2025 Street Closures for Special Events

Recommendation that the City Council adopt a Resolution approving Street Closures for the following special events to be held by the City: the Festival of Nations Parade on Saturday, April 26; the Memorial Day ceremony on Monday, May 26; and the Fitness Run for Fun on Friday, July 4.

5. 2024 Annual Housing Element Progress Report

It is recommended that the City Council receive and file the 2024 Annual Housing Element Progress Report.

6. Notice of Completion and Acceptance of Work for the City Facilities Painting Project, City Project No. 24-BLDG-01

It is recommended that the City Council accept the work and authorize staff to file the Notice of Completion and Acceptance of Work with the Orange County Recorder for the City Facilities Painting Project, City Project No. 24-BLDG-01.

7. First Amendment to Agreement for Construction Services with Musco Sports Lighting, LLC

It is recommended that the City Council authorize the Mayor to sign the First Amendment to Agreement for Construction Services with Musco Sports Lighting, LLC.

8. Resolution Approving the Acceptance of the Fiscal Year 2023 Urban Areas Security Initiative (UASI) Grant

It is recommended that the City Council adopt a Resolution approving the acceptance of the Urban Areas Security Initiative (UASI) Grant and authorize the City Manager, or his designee, to complete and sign all necessary materials to facilitate the grant.

PUBLIC HEARINGS

9. Consideration of a Resolution to Install a Freestanding Wireless Communications Tower and a Resolution to Enter into a Lease Agreement at 8415 Meadowlark Lane (City Yard)

Mayor Waldman opened the Public Hearing at 6:57 p.m.

City Manager McNamara introduced the item and Community Development Manager Deines gave the Staff Report.

John Silverman representing AT & T, presented an overview of the proposal for AT & T's wireless tower.

Public Input:

None.

City Council Member Comments and Questions:

Discussion ensued regarding the outcome of the project if the City Council denies this application; that the City Attorney noted that the City has some control, but the Council's land use authority and discretion is limited and if it's denied, the City Council could be in violation of federal law; that the applicant has endeavored to find other locations for the tower, but was unsuccessful; that as a utility, they are required to provide service; that the courts could reverse the City Council's denial and award the applicant all attorney costs; that the City Attorney ended his comments by noting if the City Council denied this proposal, it puts the City at a risk for significant legal exposure

Motion to adopt Resolution No. 2025-12 approving Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01; and adopt Resolution No. 2025-13 to enter into a Lease Agreement between the City of La Palma and New Cingular Wireless PCS, LLC for the lease of a portion of City-owned property located at 8415 Meadowlark Lane made by Mayor Pro Tem Nitesh Patel.

Public Input:

Charles Navarro, a resident of La Palma, addressed the City Council regarding the length of time for construction of this cell tower.

Mr. Silverman, representing AT & T, responded that it takes a few weeks - usually in about six to eight weeks without any issues; that the physical construction of the site itself would take two to three weeks; that there will need to be some additional time to run power underneath the site location; and that the actual construction of the tower would not be very loud noise or require a crane, and would happen only during business hours.

Karen Zigorski, a La Palma resident, addressed the City Council regarding whether the gap in service has always been there or if this issue came up recently.

Mr. Silverman responded that the current service infrastructure no longer meets the need as data consumption has increased by users - which is having an impact on the existing systems that cannot meet the demand.

Mayor Waldman closed the Public Hearing at 7:23 p.m.

Mayor Waldman asked for second on the motion made by Mayor Pro Tem Nitesh Patel. The motion was seconded by Council Member Vikesh Patel and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

10. Conditional Use Permit 393 to Establish a Massage Establishment Use (Starlight Day Spa) Located at 7951 Valley View Street

Mayor Waldman announced that since he has a business in the same shopping center, he will recuse himself from this item and pass the gavel to Mayor Pro Tem Nitesh Patel.

Mayor Pro Tem Nitesh Patel requested to take a short recess at 7:25 p.m.

Mayor Pro Tem Nitesh Patel reconvened the City Council at 7:30 p.m. and opened the Public Hearing for Item 10.

Community Development Manager Deines gave the Staff Report.

City Council Member Comments and Questions:

None.

Public Input:

Applicant Tom Scott, business owner, noted that the massage business was not his original intent for the business; that his lack of understanding about the license and use process resulted in the code enforcement interaction; that his business plan is to provide beauty treatments with holistic well-being services to the community that includes massage; that following the cease and desist order, he took immediate action to meet all regulatory requirements; and asked that the City Council support his application request.

City Council discussion ensued regarding the original intention of the business license was for a spa with massage as an added service; that Council Member Keo Conklin asked the applicant to clarify the events of the incident that happened at the spa that resulted in the City issuing a cease and desist order; that the applicant was conducting waxing service with a female client when Code Enforcement visited the site and the esthetician fled due to fear as there was a language barrier; that he is licensed for waxing services; that his staff advertised on a variety of sites out of enthusiasm; that Mr. Scott has two other waxing businesses in Anaheim and in Santa Ana; that the site manager is responsible for advertising; that Mayor Pro Tem Patel asked about his advertising on Rub Maps - "where fantasy meets reality"; that he claimed to be unaware that his business was posted on Rub Maps and takes responsibility for his staff's error; that the applicant is willing to undergo a probationary period as a result.

Mayor Pro Tem Nitesh Patel closed the Public Hearing at 7:47 p.m.

Council Member Baker made a motion to adopt Resolution No. 2025-14 denying Conditional Use Permit 394 and making findings of denial for the

operations of a massage establishment use on property located at 7951 Valley View Street.

The motion was seconded by Council Member Conklin and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin, Mayor Pro Tem Nitesh Patel, and Council Member Vikesh Patel

NOES: None

RECUSED: Mayor Waldman

After the vote was recorded, Mayor Waldman returned to the dais at 7:48 p.m.

REGULAR ITEMS

11. Mid-Year Budget Update and Adjustments and Resolution amending the Fiscal Year 2024-25 Budget

It is recommended that the City Council receive and file the Mid-Year Budget report and adopt a Resolution amending the Fiscal Year 2024-25 Budget.

12. City of La Palma's 70th Anniversary

It is recommended that the City Council receive a presentation regarding La Palma's 70th Anniversary Celebration, discuss, and provide further direction as needed.

City Manager McNamara introduced the Item and Management Assistant Rivera who gave the Staff Report.

Council Comments and Questions:

Discussion ensued regarding support for the 70th Anniversary logo; suggested to keep the celebration on Sunday; that banners, marketing materials, bags, and give-aways will also be designed with the 70th Anniversary; they staff is working on costing out all those things; that staff will return to Council with costs for the water tank artwork and paint; and support for staff to reach out to the Mac Iver family to request to borrow their historical photos and records that

they've collected over time to incorporate into the City's 70th anniversary celebration.

By consensus, the City Council agreed to receive and file the report.

COUNCIL MEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

Council Member Vikesh Patel attended the La Palma Police Department (LPPD) Badge Pinning ceremony; the Neighborhood Watch Appreciation Banquet; Congressman Derek Tran's Swearing-in Ceremony; the Scouts Blue and Gold Ceremony; and the Young Leaders of Orange County (YLOC) Math Competition and Awards Ceremony.

Council Member Baker attended the Orange County Sanitation District (OC San) Operations Committee Meeting; the Southern California Association of Governments (SCAG) Joint Committee Meeting; the SCAG Regional Council Meeting; the League of California Cities (Cal Cities) Mayors and Council Members Roundtable; the Cal Cities Orange County Division Board of Directors Meeting; the Economic Development & Land Use Ad Hoc Meeting; the OC San Orientation; the Orange County Public Affairs Association's 2025 State of the County; the LPPD Badge Pinning ceremony; the Neighborhood Watch Appreciation Banquet; the OC Forum's Conversation with new Congressmen, Derek Tran and Dave Min; Congressman Derek Tran's Swearing-in Ceremony; the Orange County Council of Governments (OCCOG) Strategic Plan Group; the Regional Military Affairs Committee Meeting; the SCAG New Member Orientation; the OC San Board of Directors Meeting; the Read Across America event at Los Coyotes Elementary School; the 35th Anniversary & Rebrand/Unveiling for Working Wardrobe; the Orange County Business Council's (OCBC) Annual Dinner & Installation of the new Board of Directors; the Cal Cities Orange County Division Board Members meeting with Senator Steven Choi; and the YLOC Math Competition and Awards Ceremony.

Council Member Keo Conklin attended the LPPD Badge Pinning ceremony; the Neighborhood Watch Appreciation banquet; Congressman Derek Tran's swearing-in ceremony; invited the public to the community forum for the La Palma Chamber of Commerce with Congressman Derek Tran and Orange County Clerk-Recorder Nguyen.

Mayor Pro Tem Patel attended the Orange County Fire Authority (OCFA) Budget Committee meeting; the Economic Development Land Use Advisory Ad Hoc committee meeting; the Cypress College Foundation's Board meeting; the La Palma Neighborhood Watch Appreciation banquet; Congressman Derek Tran's swearing-in ceremony; the Scouts Blue and Gold ceremony; the OCFA Board of Directors meeting and was appointed Human Resource Committee Chair, the Budget and Finance Committee Vice Chair, and appointed to the Executive Committee; and the YLOC Math Competition and

Awards Ceremony; the John F. Kenney High School Soap Box Competition as their judge; and congratulated Senator Elect Tony Strickland.

Mayor Waldman attended the LPPD Badge Pinning Ceremony and the Neighborhood Watch Appreciation banquet.

CITY MANAGER REMARKS

City Manager McNamara reported on the newly established rose garden out front of City Hall; that the process to continue this rose garden in front of the Library and in front of the Police Department has commenced; that there will be a facade change outside the Civic Center complex in time for the Memorial Day ceremony; and recognized Maintenance Lead Fernandez for his contributions to this project.

CITY ATTORNEY REMARKS

City Attorney Thind had nothing to report.

ADJOURNMENT

Mayor Waldman adjourned the Regular Meeting of the City Council at 8:20 p.m.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 3



MEETING DATE: April 1, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Ryan Hallett, Assistant City Manager
AGENDA TITLE: Approval of Register of Demands

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution approving the Registers of Demands for March 18, 2025, and April 1, 2025.

SUMMARY:

The laws of the State of California governing General Law Cities and the La Palma Municipal Code provide that the City Council shall approve all payments made by the City.

A Register of Demands is provided at each City Council Meeting describing each payment made or to be made by the City during the specified period.

FISCAL IMPACT:

Sufficient funds are available to process all payments.

ATTACHMENTS:

1. Resolution Approving Warrant Registers

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA APPROVING THE REGISTERS OF DEMANDS
FOR MARCH 18, 2025, AND APRIL 1, 2025.**

WHEREAS, certain financial obligations are due and payable by the City of La Palma, a General Law City, as of March 18, 2025, and April 1, 2025; and

WHEREAS, the laws of the State of California governing General Law Cities and the Municipal Code of La Palma provide that the City Council of a General Law City shall approve all payments by said City from the various established funds of said City; and

WHEREAS, the City Manager and the City Council of the City of La Palma have ascertained that the following lists of obligations as submitted by the City of La Palma are paid or legally due and payable by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of La Palma hereby approves the attached Registers of Demands dated March 18, 2025, and April 1, 2025, and incorporated herein by reference.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 1st day of April, 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO
HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said
City at a regular meeting of said City Council held on the 1st day of April, 2025, and that it
was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk



City of La Palma

Warrant Register

By Vendor Name

Post Dates 3/5/2025 - 3/18/2025

Approval

Reviewed by

A handwritten signature in blue ink, appearing to read "Ryan Hallett Hinton".

Ryan Hallett Hinton - Administrative Services Director

A handwritten signature in blue ink, appearing to read "Conal McNamara".

Conal McNamara - City Manager

Warrant Register

Post Dates: 3/5/2025 - 3/18/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01024 - ABLE BUILDING MAINTENANCE CO				
03/18/2025	APA002353	ABLE BUILDING MAINTENANC...	FEB'25 JANITORIAL SERVICES/CY	172.23
03/18/2025	APA002353	ABLE BUILDING MAINTENANC...	FEB'25 JANITORIAL SERVICES/CH	1,138.83
03/18/2025	APA002353	ABLE BUILDING MAINTENANC...	FEB'25 JANITORIAL SERVICES/PD	1,827.73
03/18/2025	APA002353	ABLE BUILDING MAINTENANC...	FEB'25 JANITORIAL SERVICES/CS	3,861.05
Vendor 01024 - ABLE BUILDING MAINTENANCE CO Total:				6,999.84
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
03/18/2025	APA002354	ADMIRAL PEST CONTROL INC	2/21 PEST CONTROL/CY	192.00
03/18/2025	APA002354	ADMIRAL PEST CONTROL INC	2/21 PEST CONTROL/5410 LA PALMA	58.00
03/18/2025	APA002354	ADMIRAL PEST CONTROL INC	2/21 PEST CONTROL/CH & PD	181.00
03/18/2025	APA002354	ADMIRAL PEST CONTROL INC	2/21 PEST CONTROL/WW	115.00
03/18/2025	APA002354	ADMIRAL PEST CONTROL INC	2/21 PEST CONTROL/CS	167.00
03/18/2025	APA002354	ADMIRAL PEST CONTROL INC	2/21 GOPHER CONTROL/EROW	175.00
03/18/2025	APA002354	ADMIRAL PEST CONTROL INC	2/28 GOPHER CONTROL/EROW	175.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				1,063.00
Vendor: 01047 - AFLAC				
03/18/2025	APA002355	AFLAC	Mar'25 Alfac Ins Prem W/H	133.44
Vendor 01047 - AFLAC Total:				133.44
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
03/18/2025	APA002356	ALL CITY MANAGEMENT SVC I...	2/2-2/15 CROSSING GUARD SVC/PD	6,732.97
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				6,732.97
Vendor: 05695 - ANGEL AN				
03/18/2025	APA002358	ANGEL AN	2/8-3/1 KOREAN DANCE	156.00
Vendor 05695 - ANGEL AN Total:				156.00
Vendor: 04183 - ANNE WONG				
03/18/2025	APA002400	ANNE WONG	4/6 LESS CANCELLATION FEE	-11.00
03/18/2025	APA002400	ANNE WONG	4/6 PAVILION RNTL RFD	180.00
03/18/2025	APA002400	ANNE WONG	4/6 PAVILION DEPOSIT RFD	200.00
Vendor 04183 - ANNE WONG Total:				369.00
Vendor: 01015 - AT&T				
03/18/2025	39838	AT&T	MAR'25 DISPATCH PHONE SERV/PD-BAN 9391084360	134.64
03/18/2025	39838	AT&T	DISPATCH PHONE LINES INSTALL/PD-BAN 9391084360	604.90
03/18/2025	39838	AT&T	3/1#995-1569 WALKER ST SYNCH - BAN 9391033976	31.83
03/18/2025	39838	AT&T	3/4#523-4309 EOC LINES/PD-BAN 9391033970	243.92
03/18/2025	39838	AT&T	3/4#523-7351FAX/PD-BAN 9391033971	34.81
Vendor 01015 - AT&T Total:				1,050.10
Vendor: 05784 - BRIANA MILLER				
03/18/2025	APA002359	BRIANA MILLER	2/22 GAZEBO DEPOSIT RFD	100.00
Vendor 05784 - BRIANA MILLER Total:				100.00
Vendor: 05610 - CAMILLE VALLEY				
03/18/2025	APA002397	CAMILLE VALLEY	2/3-2/24 BALLET & TAP	117.00
03/18/2025	APA002397	CAMILLE VALLEY	2/3-2/24 BALLET	39.00
03/18/2025	APA002397	CAMILLE VALLEY	2/3-2/24 JAZZ	39.00
Vendor 05610 - CAMILLE VALLEY Total:				195.00
Vendor: 05652 - CASC ENGINEERING AND CONSULTING INC				
03/18/2025	APA002360	CASC ENGINEERING AND CON...	SEP'24 CITY ENGR SVCS/NPDES	494.00

Warrant Register

Post Dates: 3/5/2025 - 3/18/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
03/18/2025	APA002360	CASC ENGINEERING AND CON...	SEP'24 CITY ENGR SVCS/FOG	2,633.50
Vendor 05652 - CASC ENGINEERING AND CONSULTING INC Total:				3,127.50
Vendor: 03604 - CINTAS CORPORATION				
03/18/2025	APA002361	CINTAS CORPORATION	2/20 UNIFORM SVC/PW	55.35
03/18/2025	APA002361	CINTAS CORPORATION	2/20 UNIFORM SVC/PW	55.35
03/18/2025	APA002361	CINTAS CORPORATION	2/20 UNIFORM SVC/PW	61.49
03/18/2025	APA002361	CINTAS CORPORATION	2/27 UNIFORM SVC/PW	55.35
03/18/2025	APA002361	CINTAS CORPORATION	2/27 UNIFORM SVC/PW	55.35
03/18/2025	APA002361	CINTAS CORPORATION	2/27 UNIFORM SVC/PW	61.49
Vendor 03604 - CINTAS CORPORATION Total:				344.38
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
03/06/2025	39835	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	171.15
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				171.15
Vendor: 01368 - CIVICPLUS				
03/18/2025	APA002362	CIVICPLUS	FEB'25 CC MTG CLOSED CAPTIONING/ADM	288.35
Vendor 01368 - CIVICPLUS Total:				288.35
Vendor: 01391 - COP WARE INC				
03/18/2025	APA002363	COP WARE INC	2025 CPO LEGAL SOURCEBOOK/PD	705.00
Vendor 01391 - COP WARE INC Total:				705.00
Vendor: 01395 - COUNTY OF ORANGE				
03/18/2025	39839	COUNTY OF ORANGE	DEC'24 PARKIN...	479.50
03/18/2025	39839	COUNTY OF ORANGE	NOV'24 ELECTION COSTS/GG	24,591.60
Vendor 01395 - COUNTY OF ORANGE Total:				25,071.10
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
03/18/2025	APA002364	CROSSTOWN ELECTRICAL & D...	FEB'25 SIGNAL MAINT/PW	1,260.00
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				1,260.00
Vendor: 01472 - DEPT OF JUSTICE				
03/18/2025	APA002376	DEPT OF JUSTICE	Jan '25 FINGERPRINT/CD Intern	32.00
03/18/2025	APA002376	DEPT OF JUSTICE	Jan '25 FINGERPRINT/ADM FT	32.00
03/18/2025	APA002376	DEPT OF JUSTICE	Jan '25 FINGERPRINT/ADM FT	32.00
03/18/2025	APA002376	DEPT OF JUSTICE	Jan '25 FINGERPRINT/PD Vol	32.00
Vendor 01472 - DEPT OF JUSTICE Total:				128.00
Vendor: 01504 - DIVISION OF STATE ARCHITECT				
03/18/2025	APA002392	DIVISION OF STATE ARCHITECT	JAN-DEC'24 SB1186 FEES/CD	380.49
Vendor 01504 - DIVISION OF STATE ARCHITECT Total:				380.49
Vendor: 04387 - DOG WASTE DEPOT				
03/18/2025	APA002365	DOG WASTE DEPOT	2/28 (4)CASES DOG WASTE BAGS/PW	85.87
Vendor 04387 - DOG WASTE DEPOT Total:				85.87
Vendor: 05295 - EFELDA TOKUDA				
03/18/2025	APA002394	EFELDA TOKUDA	2/23 PAVILION DEPOSIT RFD	100.00
Vendor 05295 - EFELDA TOKUDA Total:				100.00
Vendor: 04787 - ENTERPRISE FM TRUST				
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 MAINT MGMT/PW&WTR	66.00
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 INITIAL REG DMV FEE	-31.00
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-63	1,375.74
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-64	1,431.25
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 DMV RENEWAL FEE	360.00
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-60	658.26
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-57	672.79
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-58	679.38
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-56	814.61
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-62	1,220.47

Warrant Register

Post Dates: 3/5/2025 - 3/18/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
03/18/2025	APA002367	ENTERPRISE FM TRUST	FEB'25 LEASE PMT/LP-61	1,226.70
Vendor 04787 - ENTERPRISE FM TRUST Total:				8,474.20
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
03/18/2025	APA002368	FEDERAL EXPRESS CORPORAT...	2/19 PRIORITY MAIL LATE FEES/PD	2.92
03/18/2025	APA002368	FEDERAL EXPRESS CORPORAT...	2/19 PRIORITY MAIL/PD	31.28
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				34.20
Vendor: 01631 - FRANCHISE TAX BOARD				
03/06/2025	DFT0009715	FRANCHISE TAX BOARD	State Tax Withholding	10,244.09
Vendor 01631 - FRANCHISE TAX BOARD Total:				10,244.09
Vendor: 05601 - GABRIELA FUNES				
03/18/2025	2254	GABRIELA FUNES	3/8 Vision CLM	300.00
Vendor 05601 - GABRIELA FUNES Total:				300.00
Vendor: 01679 - GOVERNMENTAL FINANCIAL SVCS				
03/18/2025	2255	GOVERNMENTAL FINANCIAL ...	FY25 ACCOUNTING SVCS/ADM	4,401.37
03/18/2025	2255	GOVERNMENTAL FINANCIAL ...	FY25 ACCOUNTING SVCS/ADM	2,800.88
03/18/2025	2255	GOVERNMENTAL FINANCIAL ...	FY25 ACCOUNTING SVCS/ADM	800.25
Vendor 01679 - GOVERNMENTAL FINANCIAL SVCS Total:				8,002.50
Vendor: 05306 - GREAT WESTERN RECREATION LLC				
03/18/2025	APA002370	GREAT WESTERN RECREATION...	9/11 TURF SIGN/ERV	1,295.00
Vendor 05306 - GREAT WESTERN RECREATION LLC Total:				1,295.00
Vendor: 05303 - HEALTH AND HUMAN RESOURCES CENTER INC				
03/18/2025	APA002371	HEALTH AND HUMAN RESOU...	APR'25 EAP	129.60
Vendor 05303 - HEALTH AND HUMAN RESOURCES CENTER INC Total:				129.60
Vendor: 02642 - HOME DEPOT				
03/18/2025	APA002372	HOME DEPOT	2/20 SUPPLIES/PW	246.86
03/18/2025	APA002372	HOME DEPOT	2/19 SUPPLIES/PW	39.78
03/18/2025	APA002372	HOME DEPOT	2/20 SUPPLIES/PW	137.64
03/18/2025	APA002372	HOME DEPOT	2/27 SUPPLIES/REC	12.37
03/18/2025	APA002372	HOME DEPOT	2/26 SUPPLIES/FON	118.14
Vendor 02642 - HOME DEPOT Total:				554.79
Vendor: 05170 - ICE MANAGEMENT LLC				
03/18/2025	APA002373	ICE MANAGEMENT LLC	2/6-2/27 YOUTH ICE SKATING	57.20
Vendor 05170 - ICE MANAGEMENT LLC Total:				57.20
Vendor: 05649 - INFINITY TECHNOLOGIES				
03/18/2025	APA002374	INFINITY TECHNOLOGIES	Infinity Technologies - Special Projects	2,555.00
03/18/2025	APA002374	INFINITY TECHNOLOGIES	FEB'25 IT SVCS	13,083.00
03/18/2025	APA002374	INFINITY TECHNOLOGIES	FEB'25 Sentinel One	595.00
03/18/2025	APA002374	INFINITY TECHNOLOGIES	FEB'25 Duo	114.00
03/18/2025	APA002374	INFINITY TECHNOLOGIES	SSLS Charge	9.99
Vendor 05649 - INFINITY TECHNOLOGIES Total:				16,356.99
Vendor: 01764 - INTERNAL REVENUE SERVICE				
03/06/2025	DFT0009714	INTERNAL REVENUE SERVICE	Federal Tax Withholding	25,847.81
03/06/2025	DFT0009716	INTERNAL REVENUE SERVICE	Medicare	6,786.24
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				32,634.05
Vendor: 05785 - JOSE PACKING				
03/18/2025	APA002375	JOSE PACKING	12977 CHESS RFD	70.00
Vendor 05785 - JOSE PACKING Total:				70.00
Vendor: 05537 - KAREN GONZALEZ				
03/18/2025	APA002369	KAREN GONZALEZ	3/5 GRAPHIC DESIGN 70TH ANN EMBLEM	300.00
Vendor 05537 - KAREN GONZALEZ Total:				300.00
Vendor: 05331 - KIDZ TALENT ACADEMY				
03/18/2025	APA002377	KIDZ TALENT ACADEMY	2/4-2/25 BASKETBALL SKILLS & DRILLS	102.70

Warrant Register

Post Dates: 3/5/2025 - 3/18/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
03/18/2025	APA002377	KIDZ TALENT ACADEMY	1/7-1/28 BASKETBALL SKILLS & DRILLS	256.75
03/18/2025	APA002377	KIDZ TALENT ACADEMY	2/4-2/25 YOUTH GYMNASTICS & TUMBLING	234.00
Vendor 05331 - KIDZ TALENT ACADEMY Total:				593.45
Vendor: 05694 - L N CURTIS & SONS				
03/18/2025	APA002378	L N CURTIS & SONS	2/27 UNIFORM/PD (NEW DSPTCHER)	383.82
Vendor 05694 - L N CURTIS & SONS Total:				383.82
Vendor: 01975 - L P G E A				
03/06/2025	39834	L P G E A	LPGEA Dues Withheld	234.00
Vendor 01975 - L P G E A Total:				234.00
Vendor: 01988 - LA PALMA POLICE ASSN				
03/06/2025	39836	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,487.96
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,487.96
Vendor: 04657 - LISA AMSELL				
03/18/2025	APA002357	LISA AMSELL	2/1-2/22 MARTIAL ARTS	32.50
Vendor 04657 - LISA AMSELL Total:				32.50
Vendor: 01976 - LPPEA				
03/06/2025	39837	LPPEA	LPPEA Dues Withheld	60.00
Vendor 01976 - LPPEA Total:				60.00
Vendor: 05782 - LYNNE ARAKAWA				
03/18/2025	APA002379	LYNNE ARAKAWA	4/5 LESS CANCELLATION FEE	-11.00
03/18/2025	APA002379	LYNNE ARAKAWA	4/5 COMM CTR DEPOSIT RFD	300.00
Vendor 05782 - LYNNE ARAKAWA Total:				289.00
Vendor: 04281 - MARIA EDGE				
03/18/2025	APA002366	MARIA EDGE	2/22 PAVILION DEPOSIT RFD	200.00
Vendor 04281 - MARIA EDGE Total:				200.00
Vendor: 05353 - MILISSA SIMOES				
03/18/2025	APA002388	MILISSA SIMOES	12731 PICKLEBALL RFD	79.00
Vendor 05353 - MILISSA SIMOES Total:				79.00
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
03/06/2025	APA002351	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30
03/06/2025	APA002351	MISSION SQUARE - PLAN 302...	Deferred Comp	1,690.00
03/06/2025	APA002351	MISSION SQUARE - PLAN 302...	Deferred Comp	2,507.37
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				5,389.67
Vendor: 05783 - NOELLA LEW				
03/18/2025	APA002381	NOELLA LEW	2/20 COMM CTR DEPOSIT RFD	300.00
Vendor 05783 - NOELLA LEW Total:				300.00
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
03/18/2025	APA002382	OCCUPATIONAL HEALTH CEN...	1/31 EMPL PHYS/(1)PW FT	669.00
03/18/2025	APA002382	OCCUPATIONAL HEALTH CEN...	1/30&2/4 EMPL PHYS/(2)PD VOL	181.00
03/18/2025	APA002382	OCCUPATIONAL HEALTH CEN...	1/29 EMPL PHYS/(1) ADM FT	1,077.00
03/18/2025	APA002382	OCCUPATIONAL HEALTH CEN...	2/11 EMPL PHYS/(1)CS PT	577.00
03/18/2025	APA002382	OCCUPATIONAL HEALTH CEN...	2/25 EMPL PHYS/1) PD VOL	181.00
03/18/2025	APA002382	OCCUPATIONAL HEALTH CEN...	2/21 EMPL PHYS/(1)PW FT	208.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				2,893.00
Vendor: 02290 - PACIFIC TELEMAGEMENT SVCS				
03/18/2025	APA002383	PACIFIC TELEMAGEMENT S...	3/1#739-9864 PAYPHONE/PD	78.00
Vendor 02290 - PACIFIC TELEMAGEMENT SVCS Total:				78.00
Vendor: 02279 - PERS RETIREMENT				
03/06/2025	DFT0009701	PERS RETIREMENT	CalPERS Employee Contribution	1,963.51
03/06/2025	DFT0009702	PERS RETIREMENT	CalPERS Employer Contribution	3,931.90
03/06/2025	DFT0009703	PERS RETIREMENT	CalPERS Employee Contribution	1,477.30

Warrant Register

Post Dates: 3/5/2025 - 3/18/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
03/06/2025	DFT0009704	PERS RETIREMENT	CalPERS Employer Contribution	2,142.09
03/06/2025	DFT0009705	PERS RETIREMENT	CalPERS Employee Contribution	3,773.60
03/06/2025	DFT0009706	PERS RETIREMENT	CalPERS Employer Contribution	3,832.05
03/06/2025	DFT0009707	PERS RETIREMENT	CalPERS Employee Contribution	1,840.91
03/06/2025	DFT0009708	PERS RETIREMENT	CalPERS Employer Contribution	5,993.18
03/06/2025	DFT0009709	PERS RETIREMENT	CalPERS Employee Contribution	416.83
03/06/2025	DFT0009710	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
03/06/2025	DFT0009711	PERS RETIREMENT	CalPERS Employee Contribution	9,083.76
03/06/2025	DFT0009712	PERS RETIREMENT	CalPERS Employer Contribution	9,060.59
03/06/2025	DFT0009713	PERS RETIREMENT	Employee Survivor Contribution Amount	48.36
Vendor 02279 - PERS RETIREMENT Total:				44,641.28
Vendor: 05137 - READWRITE EDUCATIONAL SOLUTIONS INC.				
03/18/2025	APA002384	READWRITE EDUCATIONAL SO...	2/3-2/26 READING DEVELOPMENT	115.70
03/18/2025	APA002384	READWRITE EDUCATIONAL SO...	2/3-2/26 READING DEVELOPMENT	57.85
03/18/2025	APA002384	READWRITE EDUCATIONAL SO...	2/3-2/26 READING DEVELOPMENT	289.25
Vendor 05137 - READWRITE EDUCATIONAL SOLUTIONS INC. Total:				462.80
Vendor: 05732 - RING CENTRAL INC				
03/18/2025	APA002385	RING CENTRAL INC	Citywide Phone System Replacement & Support	2,231.18
Vendor 05732 - RING CENTRAL INC Total:				2,231.18
Vendor: 03303 - RIO HONDO COLLEGE				
03/18/2025	39840	RIO HONDO COLLEGE	4/7-4/11 FTO TRNG/PD	89.00
Vendor 03303 - RIO HONDO COLLEGE Total:				89.00
Vendor: 02456 - S J CONTRACTOR				
03/18/2025	APA002386	S J CONTRACTOR	(2)BOTTLE FILLING STATIONS/CC	3,834.00
Vendor 02456 - S J CONTRACTOR Total:				3,834.00
Vendor: 04859 - SIERRA ANALYTICAL LABS INC				
03/18/2025	APA002387	SIERRA ANALYTICAL LABS INC	JAN'25 WATER SAMPLES	2,530.80
Vendor 04859 - SIERRA ANALYTICAL LABS INC Total:				2,530.80
Vendor: 02535 - SMART & FINAL				
03/18/2025	APA002389	SMART & FINAL	2/21 KITCHEN SUPPLIES/PD	45.76
03/18/2025	APA002389	SMART & FINAL	2/19 SUPPLIES/REC	107.43
03/18/2025	APA002389	SMART & FINAL	3/3 SUPPLIES/INSPOTEEN	31.69
03/18/2025	APA002389	SMART & FINAL	2/24 SUPPLIES/REC	85.95
03/18/2025	APA002389	SMART & FINAL	2/24 SUPPLIES/INSPOTEEN	72.80
03/18/2025	APA002389	SMART & FINAL	2/20 MTG SUPPLIES/PD	17.16
Vendor 02535 - SMART & FINAL Total:				360.79
Vendor: 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL)				
03/18/2025	APA002390	SO CAL FIRST AID & SAFETY (F...	2/27 FIRST AID SUPPLIES/PD	184.10
03/18/2025	APA002390	SO CAL FIRST AID & SAFETY (F...	2/27 First Aid Supplies/CH	79.06
Vendor 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL) Total:				263.16
Vendor: 02640 - SO CAL GAS COMPANY				
03/11/2025	DFT0009732	SO CAL GAS COMPANY	2/5 6800 WALKER/WW	50.00
03/11/2025	DFT0009732	SO CAL GAS COMPANY	3/7 6800 WALKER/WW	50.35
Vendor 02640 - SO CAL GAS COMPANY Total:				100.35
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
03/11/2025	DFT0009730	SOUTHERN CALIFORNIA EDIS...	2/25 5712 LA PALMA TC1	77.21

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
03/11/2025	DFT0009731	SOUTHERN CALIFORNIA EDIS...	2/27 8415 MEADOWLARK/BSTR	9,289.70
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				9,366.91
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	1/8 OFFICE SUPPLIES/PD	104.74
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	1/28 OFFICE SUPPLIES/PD	43.03
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	1/29 OFFICE SUPPLIES/PD	25.87
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	1/29 OFFICE SUPPLIES/PD	36.33
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	1/29 OFFICE SUPPLIES/PD	34.25
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	1/30 OFFICE SUPPLIES/PD	21.58
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	1/30 OFFICE SUPPLIES/PD	19.68
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	2/6 OFFICE SUPPLIES/PD	24.52
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	2/6 OFFICE SUPPLIES/PD	21.74
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	2/13 EVIDENCE SUPPLIES/PD	451.49
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	2/13 EVIDENCE SUPPLIES/PD	49.39
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	2/15 PATROL SUPPLIES/PD	73.73
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	2/22 SUPPLIES/PD	68.11
03/18/2025	APA002391	STAPLES BUSINESS ADVANTA...	2/22 SUPPLIES/PD	70.81
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				1,045.27
Vendor: 01620 - STEVE A. FILARSKY ATTORNEY AT LAW				
03/18/2025	APA002393	STEVE A. FILARSKY ATTORNEY...	01/28 - 02/26 Labor Atty Svcs	900.00
Vendor 01620 - STEVE A. FILARSKY ATTORNEY AT LAW Total:				900.00
Vendor: 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC				
03/18/2025	APA002380	TAN NGUYEN OR WEST GROVE...	2/2-2/23 ADV VOLLEYBALL	63.70
03/18/2025	APA002380	TAN NGUYEN OR WEST GROVE...	2/2-2/23 INT VOLLEYBALL	63.70
Vendor 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC Total:				127.40
Vendor: 04630 - T-MOBILE USA INC				
03/18/2025	39841	T-MOBILE USA INC	1/21-2/20 UAS DATA PLAN/PD - Acct. 971557340	32.80
Vendor 04630 - T-MOBILE USA INC Total:				32.80
Vendor: 05525 - TOWNSEND PUBLIC AFFAIRS INC				
03/18/2025	APA002395	TOWNSEND PUBLIC AFFAIRS I...	MAR'25 GRANT WRITING&FUNDING ADVOCACY SVCS	2,200.00
03/18/2025	APA002395	TOWNSEND PUBLIC AFFAIRS I...	MAR'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,925.00
03/18/2025	APA002395	TOWNSEND PUBLIC AFFAIRS I...	MAR'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,375.00
Vendor 05525 - TOWNSEND PUBLIC AFFAIRS INC Total:				5,500.00
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
03/06/2025	APA002352	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	715.16
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				715.16
Vendor: 02712 - UNDERGROUND SERVICE ALERT				
03/18/2025	APA002396	UNDERGROUND SERVICE ALE...	(140)DIG-ALERT NOTICES/PW	134.50
03/18/2025	APA002396	UNDERGROUND SERVICE ALE...	(140)DIG-ALERT NOTICES/PW	134.50
Vendor 02712 - UNDERGROUND SERVICE ALERT Total:				269.00
Vendor: 05555 - UNISPEC CONSTRUCTION INC.				
03/18/2025	2256	UNISPEC CONSTRUCTION INC.	LESS 5% RETENTION/ST-371	-12,350.62
03/18/2025	2256	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	76,725.87
03/18/2025	2256	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	170,286.60
03/18/2025	2256	UNISPEC CONSTRUCTION INC.	LESS 5% RETENTION/ST-371	-8,728.92
03/18/2025	2256	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	120,713.40
03/18/2025	2256	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	53,865.15
Vendor 05555 - UNISPEC CONSTRUCTION INC. Total:				400,511.48

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02742 - VERIZON WIRELESS				
03/18/2025	39842	VERIZON WIRELESS	2/11-3/10 DATA ACCESS/ENG TECH	45.01
03/18/2025	39842	VERIZON WIRELESS	2/16 CELL PHONES/REC	30.10
03/18/2025	39842	VERIZON WIRELESS	2/16 MACHINE TO MACHINE	150.70
03/18/2025	39842	VERIZON WIRELESS	2/17-3/16 SEDARU DATA PLAN/WTR	46.20
03/18/2025	39842	VERIZON WIRELESS	2/17-3/16 DATA ACCESS/WTR	140.14
Vendor 02742 - VERIZON WIRELESS Total:				412.15
Vendor: 04196 - WECK LABORATORIES INC				
03/18/2025	APA002398	WECK LABORATORIES INC	2/18 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				200.00
Vendor: 01161 - WESTERN STATES AUTO THEFT INVESTIGATORS				
03/18/2025	39843	WESTERN STATES AUTO THEFT..4/16 ATAC AWARDS/(3)PD		40.00
03/18/2025	39843	WESTERN STATES AUTO THEFT..4/16 ATAC AWARDS/(3)PD		40.00
03/18/2025	39843	WESTERN STATES AUTO THEFT..4/16 ATAC AWARDS/(3)PD		40.00
Vendor 01161 - WESTERN STATES AUTO THEFT INVESTIGATORS Total:				120.00
Vendor: 03987 - WEX HEALTH INC				
03/18/2025	APA002399	WEX HEALTH INC	FEB'25 FLEX ADM SVC	50.00
Vendor 03987 - WEX HEALTH INC Total:				50.00
Vendor: 02801 - YOUNG LEADERS OF ORANGE COUNTY				
03/18/2025	APA002401	YOUNG LEADERS OF ORANGE ...3/1 MATH COMPETITION		230.75
Vendor 02801 - YOUNG LEADERS OF ORANGE COUNTY Total:				230.75
Grand Total:				612,928.49



City of La Palma

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By Vendor Name

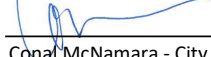
Post Dates 3/19/2025 - 4/1/2025

Approval

Reviewed by



Ryan Hallett - Assistant City Manager



Cona McNamara - City Manager

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Post Dates: 3/19/2025 - 4/1/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
04/01/2025	APA002405	ADMIRAL PEST CONTROL INC	3/7 PEST CONTROL/CH&PD	181.00
04/01/2025	APA002405	ADMIRAL PEST CONTROL INC	3/7 PEST CONTROL/5410 LA PALMA	58.00
04/01/2025	APA002405	ADMIRAL PEST CONTROL INC	3/7 PEST CONTROL/CS	167.00
04/01/2025	APA002405	ADMIRAL PEST CONTROL INC	3/7 PEST CONTROL/CY	192.00
04/01/2025	APA002405	ADMIRAL PEST CONTROL INC	3/7 PEST CONTROL/CP	175.00
04/01/2025	APA002405	ADMIRAL PEST CONTROL INC	3/7 PEST CONTROL/WW	115.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				888.00
Vendor: 01042 - AETNA US HEALTHCARE				
04/01/2025	APA002406	AETNA US HEALTHCARE	Apr '25 Dental Premium	5,058.10
Vendor 01042 - AETNA US HEALTHCARE Total:				5,058.10
Vendor: 01046 - AFFORDABLE GENERATOR SVCS INC				
04/01/2025	APA002407	AFFORDABLE GENERATOR SV...	2/1 GENERATOR SVC/CY	422.40
Vendor 01046 - AFFORDABLE GENERATOR SVCS INC Total:				422.40
Vendor: 03354 - AIRWAVE COMMUNICATIONS ENTERPRISES				
04/01/2025	APA002408	AIRWAVE COMMUNICATIONS...	10/3 Vehicle Outfitting/#701,732-5	812.50
04/01/2025	APA002408	AIRWAVE COMMUNICATIONS...	10/31 Vehicle Outfitting/#752	8,067.04
04/01/2025	APA002408	AIRWAVE COMMUNICATIONS...	1/31 Vehicle Outfitting/#743	1,617.74
04/01/2025	APA002408	AIRWAVE COMMUNICATIONS...	1/31 Vehicle Outfitting/#751	12,906.11
Vendor 03354 - AIRWAVE COMMUNICATIONS ENTERPRISES Total:				23,403.39
Vendor: 05582 - ALAN BRANDON RIVERA				
04/01/2025	2260	ALAN BRANDON RIVERA	3/21 Vision CLM	150.00
04/01/2025	2260	ALAN BRANDON RIVERA	3/21 Vision CLM	150.00
Vendor 05582 - ALAN BRANDON RIVERA Total:				300.00
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
04/01/2025	APA002409	ALL CITY MANAGEMENT SVC I...	2/16-3/1 CROSSING GUARD SVCS/PD	6,732.97
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				6,732.97
Vendor: 01067 - ALLIANT INSURANCE SVCS INC				
04/01/2025	39852	ALLIANT INSURANCE SVCS INC	OCT-DEC'24 LIABILITY INS/REC	244.00
Vendor 01067 - ALLIANT INSURANCE SVCS INC Total:				244.00
Vendor: 05789 - AMAZON.COM SERVICES LLC				
03/24/2025	DFT0009847	AMAZON.COM SERVICES LLC	3/17 KITCHEN SUPPLIES/CH	55.20
Vendor 05789 - AMAZON.COM SERVICES LLC Total:				55.20
Vendor: 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE				
04/01/2025	APA002410	AMERICAN TIRE DEPOT - BIG ...	3/6 REPL(2)TIRES/#747	929.04
Vendor 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE Total:				929.04
Vendor: 05714 - AQUACHECK BACKFLOW TESTING AND SERVICE				
04/01/2025	APA002411	AQUACHECK BACKFLOW TEST...	12/23 RPR LEAKING BACKFLOW DEVICES/WTR	830.00
Vendor 05714 - AQUACHECK BACKFLOW TESTING AND SERVICE Total:				830.00
Vendor: 01016 - AT&T MOBILITY				
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	52.77
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	38.64
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	727.34
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	133.62
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	624.87
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	38.81
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	47.49
03/19/2025	DFT0009822	AT&T MOBILITY	3/8 CELL PHONE BILLS/PD&PW	38.64
Vendor 01016 - AT&T MOBILITY Total:				1,702.18
Vendor: 01015 - AT&T				
04/01/2025	39853	AT&T	3/13#339/3342-4813 T1/PD - BAN 9391033966	74.81

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
04/01/2025	39853	AT&T	3/13#523-2193 T1/CH - BAN 9391033969	377.49
04/01/2025	39853	AT&T	3/15#690-3922 RV Parking Permit - BAN 9391033973	37.57
04/01/2025	39853	AT&T	2/20-3/19 800MHZ OCSD/PD - BAN 9391064973	1,216.40
Vendor 01015 - AT&T Total:				1,706.27
Vendor: 05673 - ATEASE K9 TRAINING				
04/01/2025	APA002412	ATEASE K9 TRAINING	2/4-3/11 OBEDIENCE DOG TRAINING	178.75
Vendor 05673 - ATEASE K9 TRAINING Total:				178.75
Vendor: 01171 - B L WALLACE DISTRIBUTOR INC				
04/01/2025	APA002413	B L WALLACE DISTRIBUTOR INC	3/13 IRRIGATION BOX LIDS/PW	79.20
04/01/2025	APA002413	B L WALLACE DISTRIBUTOR INC	3/13 (100)MTR BOX LIDS/WTR	1,604.40
Vendor 01171 - B L WALLACE DISTRIBUTOR INC Total:				1,683.60
Vendor: 04030 - BRAD STENE				
04/01/2025	2261	BRAD STENE	2/18-20 FTO TRNG/PD	77.82
04/01/2025	2261	BRAD STENE	2/3-7 FIREARMS INSTR TRNG/PD	178.84
Vendor 04030 - BRAD STENE Total:				256.66
Vendor: 03593 - BUCKNAM INFRASTRUCTURE GROUP INC				
04/01/2025	APA002414	BUCKNAM INFRASTRUCTURE ...	PW Scanning Serv #1	1,510.00
04/01/2025	APA002414	BUCKNAM INFRASTRUCTURE ...	PW Scanning Serv #2	3,518.14
Vendor 03593 - BUCKNAM INFRASTRUCTURE GROUP INC Total:				5,028.14
Vendor: 01251 - C D W GOVERNMENT INC				
04/01/2025	APA002415	C D W GOVERNMENT INC	3YR SVC MAINT NetMotion MOBILITY/PD	5,484.75
Vendor 01251 - C D W GOVERNMENT INC Total:				5,484.75
Vendor: 01252 - C F P INC				
04/01/2025	APA002416	C F P INC	(1)FEB'25 BLOOD TEST/PD	147.50
Vendor 01252 - C F P INC Total:				147.50
Vendor: 05652 - CASC ENGINEERING AND CONSULTING INC				
04/01/2025	APA002417	CASC ENGINEERING AND CON...	FEB'25 CITY ENGR SVCS/FOG	168.75
04/01/2025	APA002417	CASC ENGINEERING AND CON...	FEB'25 CITY ENGR SVCS/NPDES	908.25
Vendor 05652 - CASC ENGINEERING AND CONSULTING INC Total:				1,077.00
Vendor: 05081 - CATHERINE ROCHA VELEZ				
04/01/2025	APA002453	CATHERINE ROCHA VELEZ	2/9-3/16 BALLET BARRE	29.25
Vendor 05081 - CATHERINE ROCHA VELEZ Total:				29.25
Vendor: 01304 - CAVENAUGH & ASSOCIATES				
04/01/2025	39856	CAVENAUGH & ASSOCIATES	5/12-16 DUI SEMINAR/PD	620.00
Vendor 01304 - CAVENAUGH & ASSOCIATES Total:				620.00
Vendor: 02669 - CHARTER COMMUNICATIONS				
03/25/2025	DFT0009850	CHARTER COMMUNICATIONS	3/11/25-4/10/25 Internet SVC/CH-ACCT NO.188679701	424.25
Vendor 02669 - CHARTER COMMUNICATIONS Total:				424.25
Vendor: 05455 - CHARTER COMMUNICATIONS				
03/19/2025	DFT0009823	CHARTER COMMUNICATIONS	3/11-4/10 INTERNET SVC/CY&CH-ACCT NO.188679101	1,872.83
03/19/2025	DFT0009823	CHARTER COMMUNICATIONS	3/11-4/10 INTERNET SVC/CY&CH-ACCT NO.188679101	802.64
Vendor 05455 - CHARTER COMMUNICATIONS Total:				2,675.47
Vendor: 05456 - CHARTER COMMUNICATIONS				
03/25/2025	DFT0009852	CHARTER COMMUNICATIONS	3/11-4/10 INTERNET SVC/WW- ACCT NO. 188678801	719.00
Vendor 05456 - CHARTER COMMUNICATIONS Total:				719.00

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Vendor: 05185 - CHLOE JANOIAN				
04/01/2025	APA002439	CHLOE JANOIAN	3/1 GAZEBO DEPOSIT RFD	100.00
Vendor 05185 - CHLOE JANOIAN Total:				100.00
Vendor: 03604 - CINTAS CORPORATION				
04/01/2025	APA002419	CINTAS CORPORATION	3/6 UNIFORM SVC/PW	55.35
04/01/2025	APA002419	CINTAS CORPORATION	3/6 UNIFORM SVC/PW	55.35
04/01/2025	APA002419	CINTAS CORPORATION	3/6 UNIFORM SVC/PW	61.49
Vendor 03604 - CINTAS CORPORATION Total:				172.19
Vendor: 03283 - CITY NATIONAL BANK				
03/20/2025	DFT0009729	CITY NATIONAL BANK	7/9 CRISIS INTERVENTION & BEHAV HEALTH TRNG/PD	150.00
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/20 MTG SUPPLIES/PD	172.86
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/7 PISTOL COURSE/PD	255.00
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/13 SUPPLIES/PD	163.13
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/27 VEH MAINT SUPPLIES/PD	54.93
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/27 VEH MAINT SUPPLIES/PD	54.93
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/28 VEH MAINT SUPPLIES/PD	54.93
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/6 RET'D VEH MAINT SUPPLIES/PD	-65.22
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/28 RET'D VEH MAINT SUPPLIES/PD	-27.47
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/28 RET'D VEH MAINT SUPPLIES/PD	-27.47
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/26 BADGE ENCAPSULATION/PD	262.00
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/7 PISTOL COURSE/PD	255.00
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/18-2/20 FTO UPDATE/PD	65.00
03/20/2025	DFT0009729	CITY NATIONAL BANK	3/9-3/12 POST SLI TRAVEL/PD	538.97
03/20/2025	DFT0009729	CITY NATIONAL BANK	3/9-3/12 POST SLI CAR RENTAL/PD	187.86
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/13 SUPPLIES/PD	1,377.43
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/13 PATROL SUPPLIES/PD	52.17
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/18 PATROL SUPPLIES/PD	38.29
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/20 SUPPLIES/PD	861.17
03/20/2025	DFT0009729	CITY NATIONAL BANK	4/13 ARMORER COURSE/PD	210.00
03/20/2025	DFT0009729	CITY NATIONAL BANK	3/24-3/26 POWER B1 CRIME ANALYSIS/PD	463.76
03/20/2025	DFT0009729	CITY NATIONAL BANK	5/12-16 CHILD ABUSE&SEX ASSAULT TRNG/PD	329.60
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/27 EVIDENCE SUPPLIES/PD	75.00
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/27 EVIDENCE SUPP SHPNG CHRGS/PD	41.06
03/20/2025	DFT0009729	CITY NATIONAL BANK	3/24-3/26 POWER B1 CRIME ANALYSIS/PD	463.76
03/20/2025	DFT0009729	CITY NATIONAL BANK	2/13 DSPTCH HEADSETS/PD	138.06
03/20/2025	DFT0009788	CITY NATIONAL BANK	2/27 APWA PWX TRNG/PM	193.92
03/20/2025	DFT0009788	CITY NATIONAL BANK	2/28 Credit Card Annual Fee/CD	50.00
03/20/2025	DFT0009810	CITY NATIONAL BANK	2/4 MTG SUPPLIES/GG	142.82
03/20/2025	DFT0009811	CITY NATIONAL BANK	2/12 LOCC-OC DIV MTG REG/CCMBR	30.00
03/20/2025	DFT0009812	CITY NATIONAL BANK	2/21 OC FORUM REG/CCMBR	125.00
03/20/2025	DFT0009813	CITY NATIONAL BANK	4/23-25 LOCC CITY LDRS SUMMIT/CCMBR	650.00
03/20/2025	DFT0009814	CITY NATIONAL BANK	2/21 OC FORUM REG/CCMBR	125.00
03/20/2025	DFT0009815	CITY NATIONAL BANK	2/12 MTG SUPPLIES/CM	157.00
03/20/2025	DFT0009816	CITY NATIONAL BANK	4/23-25 LOCC CITY LDRS SUMMIT/CCMBR	192.97
03/20/2025	DFT0009817	CITY NATIONAL BANK	2/17 AWARD SUPPLIES/GG	15.20
03/20/2025	DFT0009818	CITY NATIONAL BANK	2/18 MTG SUPPLIES/GG	126.00
03/20/2025	DFT0009819	CITY NATIONAL BANK	2/19 AWARD SUPPLIE...	-15.20

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
03/20/2025	DFT0009820	CITY NATIONAL BANK	2/21 APPI LDRSHIP SUMMIT/CCMBR	215.26
03/20/2025	DFT0009821	CITY NATIONAL BANK	2/24 LANDSCAPE SUPPLIES/CH	1,514.75
03/20/2025	DFT0009853	CITY NATIONAL BANK	7/17 EXCURSION/DC	1,119.60
03/20/2025	DFT0009853	CITY NATIONAL BANK	7/2 EXCURSION/DC	1,352.00
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/5 OFFICE SUPPLIES/ADM	19.13
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/19 PRIME REIMB/CITYWIDE	-57.44
03/20/2025	DFT0009853	CITY NATIONAL BANK	3/19-3/21 CPRS CONF/REC COORD	417.97
03/20/2025	DFT0009853	CITY NATIONAL BANK	3/19-3/21 CPRS CONF/CSS	417.97
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/6 REPL BASEBALL PLUGS/REC	299.01
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/12 WRISTBANDS/FON	537.00
03/20/2025	DFT0009853	CITY NATIONAL BANK	TRANSACTION FEE/FON	16.11
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/5 SUPPLIES/TT	18.46
03/20/2025	DFT0009853	CITY NATIONAL BANK	6/26 EXCURSION/DC	4,850.00
03/20/2025	DFT0009853	CITY NATIONAL BANK	6/12 EXCURSION/DC	505.35
03/20/2025	DFT0009853	CITY NATIONAL BANK	4/16 2025 SOCAL PWX TRNG/ENG TECH	193.92
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/6 SUPPLIES/INSPOTEEN	53.25
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/25 SUPPLIES/INSPOTEEN	51.80
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/25 SUPPLIES/INSPOTEEN	29.50
03/20/2025	DFT0009853	CITY NATIONAL BANK	2/25 SUPPLIES/INSPOTEEN	30.44
03/20/2025	DFT0009854	CITY NATIONAL BANK	2/26 AMZN COMMS EQUIPMENT/IT	23.11
03/20/2025	DFT0009854	CITY NATIONAL BANK	2/3 Ubiquiti Wifi Unit(PMT2/2) /REC	40.23
03/20/2025	DFT0009854	CITY NATIONAL BANK	2/3 Ubiquiti Wifi Access Unit/Rec	422.08
03/20/2025	DFT0009854	CITY NATIONAL BANK	2/3 Ubiquiti Wifi Unit (PMT1/2) /Rec	40.23
03/20/2025	DFT0009854	CITY NATIONAL BANK	2/24 APPLE MOBILE DEVICE MGMT PLAN/PD	73.45
03/20/2025	DFT0009854	CITY NATIONAL BANK	10/24 RET'D Council Chambers A/V Equip	-162.04
03/20/2025	DFT0009854	CITY NATIONAL BANK	3/7 IPAD EXCEL WTR MTR READS APP/WTR	4.99
03/20/2025	DFT0009854	CITY NATIONAL BANK	3/7 IPAD EXCEL WTR MTR READS APP/WTR	4.99
03/20/2025	DFT0009854	CITY NATIONAL BANK	MAR'25 KORE TELEMATICS SVC/WW	514.25
Vendor 03283 - CITY NATIONAL BANK Total:				20,482.83
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
03/20/2025	39849	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	176.15
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				176.15
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
04/01/2025	39861	CITY OF LA PALMA PETTY CASH	STARTING CASH/FON	300.00
04/01/2025	39862	CITY OF LA PALMA PETTY CASH	2/4 OFFICE SUPPLIES/PD	5.66
04/01/2025	39862	CITY OF LA PALMA PETTY CASH	2/6 OFFICE SUPPLIES/PD	6.29
04/01/2025	39862	CITY OF LA PALMA PETTY CASH	2/10 SUPPLIES/PD	66.05
04/01/2025	39862	CITY OF LA PALMA PETTY CASH	3/4 VEH MAINT SUPPLIES/PD	5.15
04/01/2025	39862	CITY OF LA PALMA PETTY CASH	3/10 MTG SUPPLIE/PD	17.99
04/01/2025	39862	CITY OF LA PALMA PETTY CASH	3/11 VEH MAINT SUPPLIES/PD	9.11
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				410.25
Vendor: 05747 - CITYGREEN CONSULTING LLC				
04/01/2025	APA002420	CITYGREEN CONSULTING LLC	OWR1 CONSULTING SVCS #3/PW	1,575.00
Vendor 05747 - CITYGREEN CONSULTING LLC Total:				1,575.00
Vendor: 05706 - COLANTUONO HIGHSMITH & WHATLEY PC				
04/01/2025	APA002421	COLANTUONO HIGHSMITH &...	FEB'25 RETAINER	9,020.00

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04/01/2025	APA002421	COLANTUONO HIGHSMITH &...	2/10-28 ATTY SVCS/PITCHES- POLICE MATTERS	6,112.60
04/01/2025	APA002421	COLANTUONO HIGHSMITH &...	2/4-26 ATTY SVCS/TELECOM MATTERS	707.20
04/01/2025	APA002421	COLANTUONO HIGHSMITH &...	2/10-24 ATTY SVCS/LITIGATION MATTERS	190.40
04/01/2025	APA002421	COLANTUONO HIGHSMITH &...	2/3-28 ATTY SVCS/PW & UTILITIES	3,155.20
04/01/2025	APA002421	COLANTUONO HIGHSMITH &...	2/4-27 ATTY SVCS/TATARIAN V CITY OF LAPALMA	264.60
04/01/2025	APA002421	COLANTUONO HIGHSMITH &...	2/24-25 ATTY SVCS/WATER ISSUES	353.60
Vendor 05706 - COLANTUONO HIGHSMITH & WHATLEY PC Total:				19,803.60
Vendor: 04385 - CONTROL AIR ENTERPRISES LLC				
04/01/2025	APA002422	CONTROL AIR ENTERPRISES LLC	11/18 QTRLY PM SVC/PD	608.81
Vendor 04385 - CONTROL AIR ENTERPRISES LLC Total:				608.81
Vendor: 01395 - COUNTY OF ORANGE				
04/01/2025	39868	COUNTY OF ORANGE	FEB'25 OCATS/CLETS PHONE SVC/PD	1,104.51
Vendor 01395 - COUNTY OF ORANGE Total:				1,104.51
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
04/01/2025	APA002423	CROSSTOWN ELECTRICAL & D...	FEB'25 SIGNAL RPR/PW	8,840.06
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				8,840.06
Vendor: 02815 - DANITA HERNANDEZ				
04/01/2025	2259	DANITA HERNANDEZ	WINTER'25 TEXT REIMB/PD	72.99
04/01/2025	2259	DANITA HERNANDEZ	WINTER'25 TUITION REIMB/PD	250.00
Vendor 02815 - DANITA HERNANDEZ Total:				322.99
Vendor: 05394 - DEBBIE YU				
04/01/2025	APA002465	DEBBIE YU	12997 PICKLEBALL RFD	59.00
Vendor 05394 - DEBBIE YU Total:				59.00
Vendor: 01472 - DEPT OF JUSTICE				
04/01/2025	APA002441	DEPT OF JUSTICE	Feb '25 Fingerprint/Adm Intern	32.00
04/01/2025	APA002441	DEPT OF JUSTICE	Feb '25 Fingerprint/(3)PD Vol	96.00
04/01/2025	APA002441	DEPT OF JUSTICE	Feb '25 Fingerprint/(2)PT REC	64.00
Vendor 01472 - DEPT OF JUSTICE Total:				192.00
Vendor: 04626 - DOCUSIGN INC				
04/01/2025	APA002424	DOCUSIGN INC	MAR'25 ADDTNL 4 LCS	1,796.13
Vendor 04626 - DOCUSIGN INC Total:				1,796.13
Vendor: 04787 - ENTERPRISE FM TRUST				
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-63	1,375.74
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 MAINT MGMT/PW&WTR	54.00
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-64	1,431.25
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-60	658.26
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-57	672.79
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-61	1,226.70
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-58	679.38
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-57	814.61
04/01/2025	APA002425	ENTERPRISE FM TRUST	MAR'25 LEASE PMT/LP-62	1,220.47
04/01/2025	APA002425	ENTERPRISE FM TRUST	FEB'25 OVERPMT RFD	-276.55
Vendor 04787 - ENTERPRISE FM TRUST Total:				7,856.65
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
04/01/2025	APA002426	FEDERAL EXPRESS CORPORAT...	2/27 PRIORITY MAIL/PD	10.00
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				10.00
Vendor: 05071 - FLEETCOR TECHNOLOGIES INC - ARCO				
03/19/2025	DFT0009846	FLEETCOR TECHNOLOGIES INC...	3/3 GASOLINE/PD	219.33
03/19/2025	DFT0009846	FLEETCOR TECHNOLOGIES INC...	3/3 GASOLINE/PW	697.17
03/19/2025	DFT0009846	FLEETCOR TECHNOLOGIES INC...	3/3 GASOLINE/CD	108.40

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03/19/2025	DFT0009846	FLEETCOR TECHNOLOGIES INC...	3/3 GASOLINE/WTR	114.04
Vendor 05071 - FLEETCOR TECHNOLOGIES INC - ARCO Total:				1,138.94
Vendor: 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING				
03/19/2025	DFT0009845	FLEETCOR TECHNOLOGIES INC...	3/15 GASOLINE/PD	1,149.64
03/19/2025	DFT0009845	FLEETCOR TECHNOLOGIES INC...	3/15 VOLUME DISCOUNT	-7.56
Vendor 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING Total:				1,142.08
Vendor: 01631 - FRANCHISE TAX BOARD				
03/20/2025	DFT0009721	FRANCHISE TAX BOARD	State Tax Withholding	22.44
03/20/2025	DFT0009727	FRANCHISE TAX BOARD	State Tax Withholding	22.44
03/20/2025	DFT0009741	FRANCHISE TAX BOARD	State Tax Withholding	4.48
03/20/2025	DFT0009786	FRANCHISE TAX BOARD	State Tax Withholding	0.04
03/20/2025	DFT0009802	FRANCHISE TAX BOARD	State Tax Withholding	11.76
03/20/2025	DFT0009808	FRANCHISE TAX BOARD	State Tax Withholding	11.76
03/20/2025	DFT0009838	FRANCHISE TAX BOARD	State Tax Withholding	10,557.05
03/20/2025	DFT0009842	FRANCHISE TAX BOARD	State Tax Withholding	483.82
Vendor 01631 - FRANCHISE TAX BOARD Total:				11,113.79
Vendor: 01669 - GLOBALSTAR USA				
04/01/2025	APA002427	GLOBALSTAR USA	3/16 #254-241-0048 &49/PD	176.61
Vendor 01669 - GLOBALSTAR USA Total:				176.61
Vendor: 01673 - GOLDEN METERS SERVICE				
04/01/2025	APA002428	GOLDEN METERS SERVICE	2/6 (541)MIU UPGRADES/WTR	28,132.00
Vendor 01673 - GOLDEN METERS SERVICE Total:				28,132.00
Vendor: 01676 - GOLDEN WEST PIPE & SUPPLY				
04/01/2025	APA002429	GOLDEN WEST PIPE & SUPPLY	3/12 RPR PARTS/CP	144.63
Vendor 01676 - GOLDEN WEST PIPE & SUPPLY Total:				144.63
Vendor: 01684 - GRAINGER				
04/01/2025	APA002431	GRAINGER	2/25 JANITORIAL SUPPLIES/PW	1,249.23
04/01/2025	APA002431	GRAINGER	2/27 RET'D JANITORIAL SUPPLIES/PW	-697.49
Vendor 01684 - GRAINGER Total:				551.74
Vendor: 04597 - GREENTECH LANDSCAPE INC				
04/01/2025	APA002433	GREENTECH LANDSCAPE INC	AUG'24 TREE TRIMMING/CH&CC	6,750.00
Vendor 04597 - GREENTECH LANDSCAPE INC Total:				6,750.00
Vendor: 01727 - HINDERLITER DE LLAMAS & ASSOC				
04/01/2025	APA002434	HINDERLITER DE LLAMAS & A...	JAN-MAR'25 SALES TAX SVCS	1,367.76
Vendor 01727 - HINDERLITER DE LLAMAS & ASSOC Total:				1,367.76
Vendor: 02642 - HOME DEPOT				
04/01/2025	APA002435	HOME DEPOT	3/11 TOOLS/PW	18.25
04/01/2025	APA002435	HOME DEPOT	3/11 SUPPLIES/WTR	107.69
04/01/2025	APA002435	HOME DEPOT	3/10 SUPPLIES/PW	45.63
04/01/2025	APA002435	HOME DEPOT	3/10 SUPPLIES/PW	37.60
04/01/2025	APA002435	HOME DEPOT	3/19 SUPPLIES/FON	42.83
04/01/2025	APA002435	HOME DEPOT	3/12 SUPPLIES/PW	26.92
04/01/2025	APA002435	HOME DEPOT	3/5 SUPPLIES/PW	18.41
04/01/2025	APA002435	HOME DEPOT	2/12 SUPPLIES/WTR	17.22
Vendor 02642 - HOME DEPOT Total:				314.55
Vendor: 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY				
04/01/2025	APA002436	INFRASTRUCTURE ENGINEERS...	FEB'25 CITY ENGINEER SVC/PW	1,987.00
04/01/2025	APA002436	INFRASTRUCTURE ENGINEERS...	FEB'25 CITY ENGINEER SVC/PW	795.00
04/01/2025	APA002436	INFRASTRUCTURE ENGINEERS...	FEB'25 CITY ENGINEER SVC/PW	795.00
04/01/2025	APA002436	INFRASTRUCTURE ENGINEERS...	FEB'25 CITY ENGINEER SVC/PW	398.00
Vendor 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY Total:				3,975.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
03/20/2025	DFT0009720	INTERNAL REVENUE SERVICE	Federal Tax Withholding	74.78
03/20/2025	DFT0009722	INTERNAL REVENUE SERVICE	Medicare	9.86
03/20/2025	DFT0009726	INTERNAL REVENUE SERVICE	Federal Tax Withholding	74.78

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03/20/2025	DFT0009728	INTERNAL REVENUE SERVICE	Medicare	9.86
03/20/2025	DFT0009740	INTERNAL REVENUE SERVICE	Federal Tax Withholding	10.51
03/20/2025	DFT0009742	INTERNAL REVENUE SERVICE	Medicare	0.50
03/20/2025	DFT0009785	INTERNAL REVENUE SERVICE	Federal Tax Withholding	0.10
03/20/2025	DFT0009801	INTERNAL REVENUE SERVICE	Federal Tax Withholding	25.30
03/20/2025	DFT0009803	INTERNAL REVENUE SERVICE	Medicare	3.32
03/20/2025	DFT0009807	INTERNAL REVENUE SERVICE	Federal Tax Withholding	25.30
03/20/2025	DFT0009809	INTERNAL REVENUE SERVICE	Medicare	3.32
03/20/2025	DFT0009837	INTERNAL REVENUE SERVICE	Federal Tax Withholding	27,839.09
03/20/2025	DFT0009839	INTERNAL REVENUE SERVICE	Medicare	6,930.06
03/20/2025	DFT0009841	INTERNAL REVENUE SERVICE	Federal Tax Withholding	1,125.86
03/20/2025	DFT0009843	INTERNAL REVENUE SERVICE	Medicare	178.08
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				36,310.72
Vendor: 01775 - IRON MOUNTAIN				
04/01/2025	APA002437	IRON MOUNTAIN	MAR'25 RECORDS STORAGE	300.17
Vendor 01775 - IRON MOUNTAIN Total:				300.17
Vendor: 05637 - J SQUARED CONSULTING				
04/01/2025	APA002438	J SQUARED CONSULTING	OCT'24 CONSULTING SVCS	250.00
Vendor 05637 - J SQUARED CONSULTING Total:				250.00
Vendor: 05140 - JACOB GREEN & ASSOCIATES INC				
04/01/2025	APA002432	JACOB GREEN & ASSOCIATES ...	FY24/25 COUNCIL GOAL SETTING PMT(2/2)/CC	18,562.50
04/01/2025	APA002432	JACOB GREEN & ASSOCIATES ...	2/13&27 Executive Coaching Svcs/CS	500.00
Vendor 05140 - JACOB GREEN & ASSOCIATES INC Total:				19,062.50
Vendor: 03559 - JEFF JENKINS SERVICE TECHNICIAN				
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	5/19 CHLORINE GENERATOR/CY	1,315.89
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	6/11-12 CHLORINE GENERATOR/CY	930.00
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	9/15 CHLORINE GENERATOR/WW	1,525.00
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	9/17 CHLORINE GENERATOR/WW	1,729.85
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	9/18&27 CHLORINE GENERATOR/CY	1,025.19
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	9/28 CHLORINE GENERATOR/WW	675.00
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	11/12 CHLORINE GENERATOR/CY	1,281.29
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	10/15 CHLORINE GENERATOR/WW	845.00
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	10/21 CHLORINE GENERATOR/WW	1,440.21
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	10/22 CHLORINE GENERATOR/WW	680.00
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	12/17 CHLORINE GENERATOR/CY	421.03
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	12/30 CHLORINE GENERATOR/CY	845.00
04/01/2025	39859	JEFF JENKINS SERVICE TECHNI...	1/7 CHLORINE GENERATOR/CY	985.00
Vendor 03559 - JEFF JENKINS SERVICE TECHNICIAN Total:				13,698.46
Vendor: 05472 - JESSICA CHENG				
04/01/2025	APA002418	JESSICA CHENG	3/8 PAVILION DEPOSIT RFD	200.00
Vendor 05472 - JESSICA CHENG Total:				200.00
Vendor: 01801 - JHM SUPPLY INC				
04/01/2025	APA002440	JHM SUPPLY INC	1/21 IRRIGATION MAINT SUPPLIES/CP	234.90
Vendor 01801 - JHM SUPPLY INC Total:				234.90

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Vendor: 05502 - JOSEPH OWENS				
04/01/2025	APA002449	JOSEPH OWENS	3/9 GAZEBO DEPOSIT RFD	100.00
Vendor 05502 - JOSEPH OWENS Total:				100.00
Vendor: 03089 - JOSHUA GARCIA				
04/01/2025	2258	JOSHUA GARCIA	3/23 ComputerLoan	1,382.12
04/01/2025	2258	JOSHUA GARCIA	3/9-12 POST SLI CLASS 552/PD	301.00
Vendor 03089 - JOSHUA GARCIA Total:				1,683.12
Vendor: 03684 - JUSTIN BRAASCH				
04/01/2025	2257	JUSTIN BRAASCH	3/3-5 FTO TRNG/PD	103.02
Vendor 03684 - JUSTIN BRAASCH Total:				103.02
Vendor: 05537 - KAREN GONZALEZ				
04/01/2025	APA002430	KAREN GONZALEZ	2/27 BANNERS/FON	1,835.00
Vendor 05537 - KAREN GONZALEZ Total:				1,835.00
Vendor: 01959 - KONICA MINOLTA PREMIER				
03/25/2025	DFT0009849	KONICA MINOLTA PREMIER	3/15-4/14 COPIER RENTAL/CH,PD,REC	598.50
Vendor 01959 - KONICA MINOLTA PREMIER Total:				598.50
Vendor: 01975 - L P G E A				
03/20/2025	39848	L P G E A	LPGEA Dues Withheld	234.00
Vendor 01975 - L P G E A Total:				234.00
Vendor: 01980 - LA PALMA CAR WASH				
04/01/2025	39860	LA PALMA CAR WASH	2/3-3/3 CAR WASH/PD	671.00
Vendor 01980 - LA PALMA CAR WASH Total:				671.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL				
04/01/2025	APA002442	LA PALMA INTERCOMMUNITY...	FEB '24 MEALS ON WHEELS	708.00
Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:				708.00
Vendor: 01988 - LA PALMA POLICE ASSN				
03/20/2025	39850	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,487.96
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,487.96
Vendor: 05515 - LAURA BLAZQUEZ				
04/01/2025	39855	LAURA BLAZQUEZ	12355 CAMP TT RFD	223.00
Vendor 05515 - LAURA BLAZQUEZ Total:				223.00
Vendor: 01976 - LPPEA				
03/20/2025	39851	LPPEA	LPPEA Dues Withheld	60.00
Vendor 01976 - LPPEA Total:				60.00
Vendor: 02070 - M M A S C				
04/01/2025	APA002443	M M A S C	2/24 MMASC Spring '25 Conference/DCM	115.00
04/01/2025	APA002443	M M A S C	4/3 MMASC SPRING FORUM/MA	115.00
Vendor 02070 - M M A S C Total:				230.00
Vendor: 05072 - MASTERLUBE CYPRESS				
04/01/2025	APA002444	MASTERLUBE CYPRESS	3/5 OIL CHANGE/#744	55.47
04/01/2025	APA002444	MASTERLUBE CYPRESS	3/7 OIL CHANGE/#739	60.32
04/01/2025	APA002444	MASTERLUBE CYPRESS	3/11 OIL CHANGE/#751	99.81
04/01/2025	APA002444	MASTERLUBE CYPRESS	3/12 OIL CHANGE/#746	99.81
04/01/2025	APA002444	MASTERLUBE CYPRESS	3/12 OIL CHANGE/#741	60.32
04/01/2025	APA002444	MASTERLUBE CYPRESS	3/17 OIL CHANGE/#752	107.08
04/01/2025	APA002444	MASTERLUBE CYPRESS	3/17 OIL CHANGE/#756	121.34
Vendor 05072 - MASTERLUBE CYPRESS Total:				604.15
Vendor: 02183 - MINUTEMAN PRESS				
04/01/2025	APA002445	MINUTEMAN PRESS	3/12 (200)FORM TR100/PD	263.33
04/01/2025	APA002445	MINUTEMAN PRESS	(885)WTR BILL INSERTS/WTR	307.98
Vendor 02183 - MINUTEMAN PRESS Total:				571.31
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
03/20/2025	APA002402	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30

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03/20/2025	APA002402	MISSION SQUARE - PLAN 302...	Deferred Comp	1,690.00
03/20/2025	APA002402	MISSION SQUARE - PLAN 302...	Deferred Comp	2,520.52
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				5,402.82
Vendor: 02201 - MUNICIPAL WATER DISTRICT OF				
04/01/2025	39863	MUNICIPAL WATER DISTRICT ...	FEB'25 CAPACITY CHARGE	593.36
04/01/2025	39863	MUNICIPAL WATER DISTRICT ...	FEB'25 WTR RTS CHARGE	298.65
04/01/2025	39864	MUNICIPAL WATER DISTRICT ...	JUL'24 MTR ACCURACY TESTING	1,886.00
04/01/2025	39864	MUNICIPAL WATER DISTRICT ...	DISTRIBUTION SYSYSTEM LEAK DETECTION	5,070.00
04/01/2025	39864	MUNICIPAL WATER DISTRICT ...	JUL'24 WTR LOSS CONTROL TECH	40,300.00
04/01/2025	39864	MUNICIPAL WATER DISTRICT ...	JUL'24 ROLLOVER FUNDS	-10,910.00
Vendor 02201 - MUNICIPAL WATER DISTRICT OF Total:				37,238.01
Vendor: 05638 - MUSCO SPORTS LIGHTING LLC				
04/01/2025	APA002446	MUSCO SPORTS LIGHTING LLC	INSTL FOR LP SOFTBALL & TENNIS/CP	4,070.28
04/01/2025	APA002446	MUSCO SPORTS LIGHTING LLC	INSTL FOR LP SOFTBALL & TENNIS/CP	5,280.72
Vendor 05638 - MUSCO SPORTS LIGHTING LLC Total:				9,351.00
Vendor: 05790 - MV CHENG & ASSOCIATES INC,				
04/01/2025	39865	MV CHENG & ASSOCIATES INC,	FEB'25 ACCTNG CONSULTING SERVICES/FIN - PAYROLL	3,300.00
Vendor 05790 - MV CHENG & ASSOCIATES INC, Total:				3,300.00
Vendor: 02228 - NEXT DAY SIGNS				
04/01/2025	APA002447	NEXT DAY SIGNS	3/3 (16)TRAF CNTRL SIGN DECALS/PW	87.60
Vendor 02228 - NEXT DAY SIGNS Total:				87.60
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
04/01/2025	39866	OCCUPATIONAL HEALTH CEN...	3/6 EMPL PHYS/(1)PD VOL	181.00
04/01/2025	APA002448	OCCUPATIONAL HEALTH CEN...	03/13 EMP PHYS (1) CS PT	577.00
04/01/2025	APA002448	OCCUPATIONAL HEALTH CEN...	03/12 EMP PHYS (1) PD VOL	181.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				939.00
Vendor: 02270 - ORANGE COUNTY WATER DISTRICT				
04/01/2025	39867	ORANGE COUNTY WATER DIS...	JUL'24-DEC'24 WTR PRODUCTION/INTEREST	4,580.02
Vendor 02270 - ORANGE COUNTY WATER DISTRICT Total:				4,580.02
Vendor: 02277 - PARS				
04/01/2025	APA002450	PARS	Jan '25 PARS Adm Svcs	405.14
Vendor 02277 - PARS Total:				405.14
Vendor: 02280 - PERS - MEDICAL				
04/01/2025	DFT0009844	PERS - MEDICAL	Apr '25 Health Premium Adm Fee/FT	128.25
04/01/2025	DFT0009844	PERS - MEDICAL	Apr '25 Health Plan Premium/RET	11,629.92
04/01/2025	DFT0009844	PERS - MEDICAL	Apr '25 Health Premium Adm Fee/RET	66.15
04/01/2025	DFT0009844	PERS - MEDICAL	Apr '25 Health Plan Premium/FT	53,435.82
Vendor 02280 - PERS - MEDICAL Total:				65,260.14
Vendor: 02279 - PERS RETIREMENT				
03/20/2025	DFT0009737	PERS RETIREMENT	CalPERS Employee Contribution	-26.63
03/20/2025	DFT0009738	PERS RETIREMENT	CalPERS Employer Contribution	-27.04
03/20/2025	DFT0009782	PERS RETIREMENT	CalPERS Employee Contribution	-0.77
03/20/2025	DFT0009783	PERS RETIREMENT	CalPERS Employer Contribution	-0.79
03/20/2025	DFT0009824	PERS RETIREMENT	CalPERS Employee Contribution	1,963.58

Warrant Register

Post Dates: 3/19/2025 - 4/1/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
03/20/2025	DFT0009825	PERS RETIREMENT	CalPERS Employer Contribution	3,932.04
03/20/2025	DFT0009826	PERS RETIREMENT	CalPERS Employee Contribution	1,477.30
03/20/2025	DFT0009827	PERS RETIREMENT	CalPERS Employer Contribution	2,142.10
03/20/2025	DFT0009828	PERS RETIREMENT	CalPERS Employee Contribution	3,791.15
03/20/2025	DFT0009829	PERS RETIREMENT	CalPERS Employer Contribution	3,849.89
03/20/2025	DFT0009830	PERS RETIREMENT	CalPERS Employee Contribution	1,766.69
03/20/2025	DFT0009831	PERS RETIREMENT	CalPERS Employer Contribution	5,751.59
03/20/2025	DFT0009832	PERS RETIREMENT	CalPERS Employee Contribution	416.83
03/20/2025	DFT0009833	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
03/20/2025	DFT0009834	PERS RETIREMENT	CalPERS Employee Contribution	8,163.02
03/20/2025	DFT0009835	PERS RETIREMENT	CalPERS Employer Contribution	8,142.19
03/20/2025	DFT0009836	PERS RETIREMENT	Employee Survivor Contribution Amount	48.36
Vendor 02279 - PERS RETIREMENT Total:				42,466.71
Vendor: 02338 - PRINT N COPY CENTER				
04/01/2025	APA002451	PRINT N COPY CENTER	(4400)MAR/APR'25 SOURCE NEWSLETTER/PD	617.81
Vendor 02338 - PRINT N COPY CENTER Total:				617.81
Vendor: 05137 - READWRITE EDUCATIONAL SOLUTIONS INC.				
04/01/2025	APA002452	READWRITE EDUCATIONAL SO...	3/3-3/19 MAT...	57.85
04/01/2025	APA002452	READWRITE EDUCATIONAL SO...	3/3-3/19 READING DEVELOPMENT	57.85
04/01/2025	APA002452	READWRITE EDUCATIONAL SO...	3/3-3/19 READING DEVELOPMENT	289.25
Vendor 05137 - READWRITE EDUCATIONAL SOLUTIONS INC. Total:				404.95
Vendor: 05374 - RIL AUDIO VISUAL				
04/01/2025	39869	RIL AUDIO VISUAL	5/26 SOUND/MEM DAY	500.00
Vendor 05374 - RIL AUDIO VISUAL Total:				500.00
Vendor: 02456 - S J CONTRACTOR				
03/26/2025	APA002404	S J CONTRACTOR	WATER REFILL STATIONS & INSTALLATION	1,166.00
Vendor 02456 - S J CONTRACTOR Total:				1,166.00
Vendor: 05204 - SKYHAWKS SPORTS ACADEMY LLC				
04/01/2025	APA002454	SKYHAWKS SPORTS ACADEMY...	2/7-3/7 SOCCER TOTS	520.65
04/01/2025	APA002454	SKYHAWKS SPORTS ACADEMY...	2/7-3/7 SOCCER TOTS	578.50
04/01/2025	APA002454	SKYHAWKS SPORTS ACADEMY...	2/7-3/7 SOCCER	289.25
Vendor 05204 - SKYHAWKS SPORTS ACADEMY LLC Total:				1,388.40
Vendor: 02535 - SMART & FINAL				
04/01/2025	APA002455	SMART & FINAL	3/10 KITCHEN SUPPLIES/PD	95.26
04/01/2025	APA002455	SMART & FINAL	3/17 SUPPLIES/INSPOTEEN	38.76
04/01/2025	APA002455	SMART & FINAL	3/17 OFFICE SUPPLIES/REC	22.96
04/01/2025	APA002455	SMART & FINAL	3/14 KITCHEN SUPPLIES/PD	58.76
Vendor 02535 - SMART & FINAL Total:				215.74
Vendor: 04797 - SMART CIENEGA LLC				
04/01/2025	APA002456	SMART CIENEGA LLC	APR'25 CAM & INS/5414 LP	508.00
04/01/2025	APA002456	SMART CIENEGA LLC	2024 CAM & INS RECON/5414 LP	23.82
Vendor 04797 - SMART CIENEGA LLC Total:				531.82
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
04/01/2025	APA002458	STAPLES BUSINESS ADVANTA...	3/1 OFFICE SUPPLIES/PD	83.17
04/01/2025	APA002458	STAPLES BUSINESS ADVANTA...	3/1 OFFICE SUPPLIES/PD	21.19
04/01/2025	APA002458	STAPLES BUSINESS ADVANTA...	3/6 OFFICE SUPPLIES/PD	41.59
04/01/2025	APA002458	STAPLES BUSINESS ADVANTA...	3/6 OFFICE SUPPLIES/PD	15.96
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				161.91

Warrant Register

Post Dates: 3/19/2025 - 4/1/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02572 - STATE CONTROLLER'S OFFICE				
04/01/2025	39870	STATE CONTROLLER'S OFFICE	FY 24/25 ANNUAL ST RPT SVCS	3,260.71
Vendor 02572 - STATE CONTROLLER'S OFFICE Total:				3,260.71
Vendor: 02576 - STEP SAVER INC				
04/01/2025	APA002459	STEP SAVER INC	3/3 WTR TREATMENT SUPPLIES/CY	110.45
04/01/2025	APA002459	STEP SAVER INC	3/3 WTR TREATMENT SUPPLIES/WW	180.54
04/01/2025	APA002459	STEP SAVER INC	3/17 WTR TREATMENT SUPPLIES/CY	139.12
04/01/2025	APA002459	STEP SAVER INC	3/17 WTR TREATMENT SUPPLIES/WW	179.48
Vendor 02576 - STEP SAVER INC Total:				609.59
Vendor: 02590 - SUN BADGE COMPANY				
04/01/2025	APA002460	SUN BADGE COMPANY	RPR BADGE/PD	450.18
Vendor 02590 - SUN BADGE COMPANY Total:				450.18
Vendor: 02654 - THE STANDARD				
04/01/2025	APA002457	THE STANDARD	Feb '25 LTD Ins Prem/Misc Empl	944.72
04/01/2025	APA002457	THE STANDARD	Feb '25 Life Ins Prem/All Empl	856.71
Vendor 02654 - THE STANDARD Total:				1,801.43
Vendor: 04630 - T-MOBILE USA INC				
04/01/2025	39871	T-MOBILE USA INC	2/16-3/15 INTERNET TABLET/CEO	21.61
Vendor 04630 - T-MOBILE USA INC Total:				21.61
Vendor: 02698 - TRUE LINE				
04/01/2025	APA002461	TRUE LINE	FENCING & STRIPING/CP	78,451.77
04/01/2025	APA002461	TRUE LINE	FENCING & STRIPING/CP	4,129.04
Vendor 02698 - TRUE LINE Total:				82,580.81
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
03/20/2025	APA002403	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	920.64
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				920.64
Vendor: 03123 - UNIFORM DEPOT INC				
04/01/2025	APA002462	UNIFORM DEPOT INC	2/25 UNIFORM/PD VIP	49.22
Vendor 03123 - UNIFORM DEPOT INC Total:				49.22
Vendor: 04008 - VERITIV OPERATING COMPANY				
04/01/2025	APA002463	VERITIV OPERATING COMPANY	2/27 JANITORIAL SUPPLIES/PW`	911.62
04/01/2025	APA002463	VERITIV OPERATING COMPANY	2/24 JANITORIAL SUPPLIES/PW	484.37
Vendor 04008 - VERITIV OPERATING COMPANY Total:				1,395.99
Vendor: 02763 - WEST COAST ARBORISTS INC				
04/01/2025	APA002464	WEST COAST ARBORISTS INC	2/28 TREE PRUNING/CH	555.30
Vendor 02763 - WEST COAST ARBORISTS INC Total:				555.30
Vendor: 02788 - WRIGHT EXPRESS				
03/19/2025	DFT0009840	WRIGHT EXPRESS	2/28 GASOLINE/PD	5,137.67
03/19/2025	DFT0009840	WRIGHT EXPRESS	2/28 GASOLINE REBATE	-28.51
03/19/2025	DFT0009840	WRIGHT EXPRESS	2/28 GASOLINE/PW	473.39
03/19/2025	DFT0009840	WRIGHT EXPRESS	2/28 GASOLINE/WTR	836.46
Vendor 02788 - WRIGHT EXPRESS Total:				6,419.01
Grand Total:				530,160.56

City of La Palma

Agenda Item No. 4



MEETING DATE: April 1, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Destruction of Obsolete Departmental Records

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution authorizing the destruction of obsolete records pursuant to the California Government Code Section 34090.

SUMMARY:

Government Code Section 34090 permits the destruction of City records with the written consent of the City Attorney and approval of the City Council. The City's records retention program, adopted on September 15, 2009, by Resolution No. 2009-45, establishes retention periods for all City records and provides for the systematic destruction of obsolete records.

Attached is the Resolution with Exhibits A, B, and C, which list the records submitted for destruction. The Records Destruction Certificates (Exhibits A, B, and C) have been reviewed and signed by the Department Directors and will be approved for destruction by the City Attorney as well as prior to the destruction of all records.

FISCAL IMPACT:

There is no fiscal impact associated with the destruction of obsolete records.

ATTACHMENTS:

1. Resolution Approving Records Destruction

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA AUTHORIZING THE DESTRUCTION OF
CERTAIN CITY RECORDS**

WHEREAS, Section 34090 of the California Government Code authorizes the destruction of City records upon approval of the legislative body of the City and the written consent of the City Attorney provided that said records do not fall within certain specified categories and are not less than two (2) years old; and

WHEREAS, the City Clerk has requested authority for the destruction of certain records, which do not fall within the excepted categories and all of which records are more than two (2) years old.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Palma, that records as listed on Exhibits “A” dated March 17, 2025; Exhibit “B” dated April 1, 2025; and Exhibit “C” dated March 25, 2025, attached hereto and incorporated herein, may be destroyed.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 1st day of April, 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 1st day of April, 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk



CITY OF LA PALMA

AUTHORITY TO DESTROY SCANNED RECORDS FORM

The below-listed department records have been scanned and are requested for destruction in accordance with Government Code §34090.5. Each record has been accurately, legibly and completely imaged onto an optical disk. The imaging device which recorded the records does not allow additions, deletions or changes to the original. Each reproduced record is as accessible for public reference as the original was. Each reproduced record is stored on a disk of archival quality, kept in a safe and separate place for security purposes.

In accordance with the Citywide Records Retention Schedule and upon the consent of the department head, and the approval of the City Clerk (or designee), and the City Attorney where applicable, these original records may be properly destroyed.

NOTE: - Documents will be reviewed for historical value and, if applicable, retained in the Archives.
- Documents involved in litigation or pending audit may not be destroyed.

DEPARTMENT: General Government		DATE: 03/17/2025	PAGE: 1
RETENTION SCHEDULE USED: Resolution 2009-45			
Record No.	Record Title		Record Date
1	COPIES OF: City Council Agendas		2022
Certificate prepared by: Kimberly Kenney, City Clerk <i>PK</i>			
APPROVAL SIGNATURES			<i>3/25/25</i>
Department Head: <i>[Signature]</i>			
Date			
City Attorney: _____			Date
I, the undersigned, hereby certify the above records were destroyed in accordance with the City of La Palma's Records Retention Program.			
Signature		Title	Date



CITY OF LA PALMA

RECORDS DESTRUCTION CERTIFICATE

In accordance with the Citywide Records Retention Schedule, and upon consent of the Department Head, the records listed below will be properly destroyed:

DEPARTMENT: Police		DATE: 4/1/2025	PAGE: 1 of 1
Record No.	Record Title	Record Date	
1	Copies of Receipts	2022	
2	Correspondence/Memorandums	2022	
3	Ride-Along Waivers	2022	
4	Janitorial Key Check Out Sheets	2022	
5	LPPD Visitor Sign In/Out Sheets	2022	
6	LPPD Petty Cash Balance Sheet	2022	
7	Overtime Requests	2022	
8	Personnel Records (non-safety)	1995-2018	
9	Personnel Records (safety)	1995-2018	
10	Personnel Background (no hire)	2020	
11	Vehicle Repair Order	2022	
12	Juvenile Detention Log (secure/non-secure)	2013-2021	
13	Juvenile Court Sealed Records Ordered for Destruction: 11-1367 17-17991 18-01528 18-04270 18-06308 18-17979 18-18557 18-19953 18-20209 LPE00002272		
Certificate prepared by: Dani Hernandez/Administrative Secretary			
This certificate in compliance with Resolution 2009-45, authorizes the destruction of the records cited above.			
APPROVAL SIGNATURES			
Department Head:		 3/4/2025 Date	
City Attorney:		 Date	
I, the undersigned, hereby certify the above records were destroyed in accordance with the City of La Palma's Records Retention Program.			
Signature		Title	Date



CITY OF LA PALMA

AUTHORITY TO DESTROY SCANNED RECORDS FORM

The below-listed department records have been scanned and are requested for destruction in accordance with Government Code §34090.5. Each record has been accurately, legibly and completely imaged onto an optical disk. The imaging device which recorded the records does not allow additions, deletions or changes to the original. Each reproduced record is as accessible for public reference as the original was. Each reproduced record is stored on a disk of archival quality, kept in a safe and separate place for security purposes.

In accordance with the Citywide Records Retention Schedule and upon the consent of the department head, and the approval of the City Clerk (or designee), and the City Attorney where applicable, these original records may be properly destroyed.

NOTE: - Documents will be reviewed for historical value and, if applicable, retained in the Archives.
- Documents involved in litigation or pending audit may not be destroyed.

DEPARTMENT: Administrative Services/Human Resources		DATE: 03/25/2025	PAGE: 1
RETENTION SCHEDULE USED: Resolution 2009-45			
Record No.	Record Title	Record Date	
1	COPIES OF: Personnel Records	1995-2018	
2	Background Checks	2021	
3	Contractor Prints	2021	
4	Recruitments: - Police Explorer 3/31/21 - Police Captain (Internal) 10/5/21 - Accounting Supervisor (6/27/21 & 8/30/21) - Volunteer in Policing (5/30/21) - Senior Recreation Leader (3/21/21 & 8/16/21) - Police Officer (10/31/21)	2021	
Certificate prepared by: Crystal Wilkerson, Human Resources Analyst			
APPROVAL SIGNATURES			
Department Head: 		3/26/25 Date	
City Attorney:		Date	
I, the undersigned, hereby certify the above records were destroyed in accordance with the City of La Palma's Records Retention Program.			
Signature		Title	Date

City of La Palma

Agenda Item No. 5



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Authorize Agreements for Development of a Cross-Connection Control Plan

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Approve and authorize the City Manager to execute the Cost Sharing Agreement with 24 Public Water Systems in Orange County to ensure compliance with State regulations for \$5,981.65 to the Irvine Ranch Water District; and
2. Authorize the City Manager to execute a professional services agreement with John Robinson Consulting, Inc. to prepare the City's Cross-Connection Control Management Plan for an amount not-to-exceed \$24,900.

SUMMARY:

In December 2023, the California State Water Resources Control Board, Division of Drinking Water (SWRCB DDW), adopted the *Cross-Connection Control Policy Handbook* (Handbook), replacing previous drinking water regulations effective July 1, 2024. The Handbook strengthens drinking water safety by requiring Public Water Systems (PWSs) to implement enhanced cross-connection control measures in compliance with Title 17 of the California Code of Regulations.

The Handbook mandates that all PWSs prepare and submit a Cross-Connection Control Plan (CCCP) addressing ten specific requirements by July 1, 2025. Submissions must be approved by SWRCB DDW's Santa Ana Regional Water Quality Control Board office.

To ensure timely compliance with these requirements, the City of La Palma has partnered with Irvine Ranch Water District and 24 other Orange County PWSs in a collaborative effort led by Irvine Ranch Water District (IRWD) (Attachment 1). This partnership has engaged John Robinson Consulting, Inc. (JRC) to develop a Template Cross-Connection Control Plan (Template Plan), which will provide a customizable framework tailored to each PWS, streamline compliance efforts, and establish consistent regional standards. The attached Fee Estimate (Attachment 2) from IRWD does not include all agencies. However, it is anticipated that all 25 agencies will divide the total cost of \$111,260 plus an individual agency meeting of \$1,531.25. Therefore, the total cost per agency for the Template

Plan is estimated at \$5,981.65.

Given the City's limited staffing in the Public Works Division at this time, staff recommends that the City hire JRC for professional consulting services to prepare the City's CCCP as detailed in the Proposal (Attachment 3). The Template Plan will be customized to City of La Palma operating procedures and reporting requirements, and a draft Ordinance for the implementation of these regulations will be presented to the City Council by no later than July 1, 2025, as required by State law. JRC prepared the template and is implementing the CCCP for the cities of Orange, Newport Beach, and Huntington Beach. John Robinson was also involved in the original design of the City's Walker Well in the 1980s. The contract fee for the preparation of the City's final CCCP shall not exceed \$24,900.

NOTIFICATION AND FOLLOW-UP:

Irvine Ranch Water District
John Robinson Consulting, Inc.

FISCAL IMPACT:

Sufficient funding of \$31,000 is available in the FY 2024-25 Budget in the Water Fund's Professional Contract Services account (050-430-6000-00000).

ATTACHMENTS:

1. Cost Sharing Agreement - IRWD
2. Template CCC Plan Fee Estimate - IRWD
3. CCCMP Implementation Proposal from JRC

COST SHARING AGREEMENT
(Development of Template Cross-Connection Control Plan)

This Development of Template Cross-Connection Control Plan Cost Sharing Agreement ("**Agreement**") is effective for each party as of the later date of the two signatures below ("**Effective Date**") and is between IRVINE RANCH WATER DISTRICT ("**IRWD**"), CITY OF ANAHEIM, CITY OF BREA, CITY OF BUENA PARK, CITY OF FOUNTAIN VALLEY, CITY OF FULLERTON, CITY OF GARDEN GROVE, CITY OF HUNTINGTON BEACH, CITY OF LA HABRA, CITY OF LA PALMA, CITY OF NEWPORT BEACH, CITY OF SAN CLEMENTE, CITY OF SANTA ANA, CITY OF SEAL BEACH, CITY OF TUSTIN, CITY OF WESTMINSTER, EL TORO WATER DISTRICT, LAGUNA BEACH COUNTY WATER DISTRICT, MESA WATER DISTRICT, MOULTON NIGUEL WATER DISTRICT, SANTA MARGARITA WATER DISTRICT, SOUTH COAST WATER DISTRICT, TRABUCO CANYON WATER DISTRICT, and YORBA LINDA WATER DISTRICT. Each is referred to individually as a "**Party**," and collectively as the "**Parties**."

A. The California State Water Resources Control Board ("State Board"), which regulates all Public Water Systems ("PWSs") in California, requires PWSs to protect the public water supply by compliance with Title 17 of the California Code of Regulations. The State Board has adopted the Cross-Connection Control Policy Handbook ("Handbook"), effective July 1, 2024, to establish standards to which each PWS's drinking water distribution system will be subject regarding the backflow of liquids, gases, or other substances. The Handbook requires each PWS, no later than July 1, 2025, to prepare and submit a Control Plan that will describe how the PWS will fulfill the ten requirements identified in the Handbook. Each PWS in Orange County must submit its Control Plan to the Division of Drinking Water at the Santa Ana Regional Water Quality Control Board office for review and approval.

B. The Parties have determined that it will be to their joint advantage to collaborate to develop a template for a control plan ("Template Control Plan") that may, with minor modifications, be adapted for use by each of the Parties. The Parties further agree that a qualified consultant with industry knowledge will be required to assist the Parties in developing the Template Control Plan (the "Work"). The Parties will schedule meetings that will be held approximately monthly with the selected consultant to advance the creation of the Template Control Plan.

C. The Parties intend by this Agreement to provide the framework under which they will share costs for the selected consultant's Work.

The Parties therefore agree as follows:

1. Contract for the Work. On behalf of all of the Parties, IRWD shall serve as the contracting agency and will request proposals from qualified consultants and ultimately select and enter into a Professional Services Agreement ("PSA") with the successful proposer ("Consultant") to perform the Work. The selection will be made with the assistance of whichever other Parties volunteer to participate in the selection process. IRWD shall promptly pay all invoices submitted by the Consultant for the Work. At the conclusion of the Work and IRWD's receipt of the Consultant's final invoice, or by August 1, 2025, whichever occurs first, IRWD

shall invoice each of the Parties (including any additional parties hereafter added to this Agreement pursuant to Section 3, below) for their proportional share of the costs of the Work (as further described in Section 4, below).

2. Scope of Work. The Consultant will develop a specific scope for the Work, budget, and schedule necessary to produce a Template Control Plan that the Parties can adapt to meet requirements of the State Board as set forth in the Handbook. The Consultant will perform the Work on a time-and-materials basis for an estimated not-to-exceed amount of \$180,000, which includes 20 percent for contingencies above the Consultant's estimated costs of \$150,000. These costs are subject to the cost-sharing provisions set forth in Section 4, below.

3. Additional Parties. In addition to the Parties listed above, additional parties may be added to this Agreement, subject to all of the covenants, terms, and conditions of the Agreement. Additional parties may join this Agreement at any time before completion of the Work upon written invitation by one or more of the original Parties, by executing the signature page and delivering an electronic version to all then-current Parties. Additional parties will be treated as original parties to this Agreement and equally share in the total cost of the Work, as described in Section 4, below.

4. Cost Sharing. The Parties shall share equally the cost of the Work. Each Party's share of the cost will be determined by taking the total invoiced amount from Consultant for all completed Work and dividing that amount by the number of Parties at the conclusion of the Work. At the conclusion of the Work, IRWD will invoice each Party for an equal share of the total cost of the Work. Each Party shall pay IRWD its equal share no later than 60 days after receiving the invoice. Upon the request of any Party, IRWD will provide copies of the Consultant's invoices and IRWD's payment records.

5. Meetings. IRWD shall coordinate all aspects of the Work with the selected Consultant. Any Party may participate in meetings with the Consultant to review interim and final results of the Work. IRWD will schedule meetings of the Parties to facilitate review of the Work, and will schedule meetings with the Consultant and the Parties at the reasonable request of any Party for the same purpose.

6. Indemnity. Each Party shall indemnify, defend, and hold the other Parties, and their officers, agents, and employees harmless from any expense, liability, injury, loss, damage or expense to persons or property (collectively, "**Claims**") that may arise or may be claimed to have arisen as a result of the development and approval of the Template Control Plan. Each Party's indemnity and defense obligations will not apply to any portion of any Claims determined by a court of competent jurisdiction to have been proximately caused by the negligence, gross negligence or willful misconduct of another Party, its officers, agents, or employees. Notwithstanding the foregoing sentences in this section, each Party is solely responsible for its own costs and expenses associated with the indemnity and defense obligations set forth in this section, and such costs are not subject to cost sharing under this Agreement. This section shall survive the termination or expiration of this Agreement.

7. Property. All documents, data, and written materials furnished by a Party to Consultant shall remain that Party's property and shall be returned to that Party upon request. All

documents, data, or written material prepared or caused to be prepared by Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement shall become the joint property of the Parties, and each Party shall have the right to use and modify such materials without further approval or compensation to Consultant or the other Parties.

8. Withdrawal. Any Party may withdraw from this Agreement upon 30 days' written notice to the other Parties. However, the payment obligations of that Party will be pro-rated based on the percent of the Work accomplished up to the withdrawal date.

9. Warranty of Authority. Each person executing this Agreement in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the Party on whose behalf he or she executes the Agreement.

10. Construction. This Agreement will be construed as if the Parties jointly prepared it.

11. No Third Party Beneficiaries. This Agreement is not for the benefit of any person or entity other than the Parties and any additional parties described in Section 3 above.

12. Modification. This Agreement may not be modified by any of the Parties by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties or their successors in interest at the time of modification.

13. Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

14. Governing Law. This Agreement is entered into and will be construed and interpreted in accordance with the laws of the State of California.

15. Execution of Agreement. This Agreement may be executed in multiple counterparts. The signature page of this Agreement may be executed by way of a manual or electronic or digital signature. Delivery of an executed counterpart of a signature page by electronic transmission will be effective.

16. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

17. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein.

18. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

19. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein.

The Parties are signing this Agreement to be effective as of the Effective Date.

IRVINE RANCH WATER DISTRICT

Date: _____

By: _____
Paul A. Cook
General Manager

APPROVED AS TO FORM:
Hanson Bridgett, LLP

By: _____
IRWD Counsel

CITY OF ANAHEIM

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BREA

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FOUNTAIN VALLEY

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF FULLERTON

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF GARDEN GROVE

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF HUNTINGTON BEACH

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF LA PALMA

Date: _____

By: _____

Name: Conal McNamara

Title: City Manager

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF NEWPORT BEACH

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF SAN CLEMENTE

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF SANTA ANA

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF TUSTIN

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

EL TORO WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

LAGUNA BEACH COUNTY WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

MESA WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

MOULTON NIGUEL WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

SANTA MARGARITA WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

SOUTH COAST WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

TRABUCO CANYON WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

YORBA LINDA WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Andrew B. Gagen
District Counsel

PARTY NAME

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Title:



Irvine Ranch Water District - Template Cross Connection Control Plan



Not-to-Exceed Fee

Task	Project Tasks	John Robinson Project Manager	Thomas Holliman, PE Principal Planner	Total Hours	Total Labor	ODCs	TOTAL FEES
	Hourly Rate	\$165	\$210				
1.0	Meetings						
	Initial Kick off Meeting	4	4	8	\$1,500		\$1,500
	Monthly Group Meetings (18 meetings) - 4 hrs/mtg including pre/post preparation	72	72	144	\$27,000	\$500	\$27,500
	SUBTOTAL	76	76	152	\$28,500	\$500	\$29,000
2.0	Meetings with Individual PWS Cross-Connection Control Teams						
	Meetings with each of the 16 PWS (4 hrs/mtg including pre/post preparation)	64	64	128	\$24,000	\$500	\$24,500
	SUBTOTAL	64	64	128	\$24,000	\$500	\$24,500
3.0	Create Template Cross Connection Control Plan						
	Prepare Template CCC Plan - Individual Section 3.1.1 (a) (1) through (10)	80	112	192	\$36,720		\$36,720
	Receive and incorporate comments - Individual Section 3.1.1 (a) (1) through (10)	20	60	80	\$15,900		\$15,900
	Prepare Draft Template CCCP	16	40	56	\$11,040		\$11,040
	Prepare Final Draft Template CCCP	8	24	32	\$6,360		\$6,360
	SUBTOTAL	124	236	360	\$70,020	\$0	\$70,020
4.0	As Needed Communications with IRWD						
	Meetings and Coordination with IRWD staff	24	8	32	\$5,640		\$5,640
	SUBTOTAL	24	8	32	\$5,640	\$0	\$5,640
5.0	Project Management						
	Progress Reports	40	0	40	\$6,600		\$6,600
	SUBTOTAL	40	0	40	\$6,600	\$0	\$6,600
2.0	Meetings with Individual PWS Cross-Connection Control Teams						
	Additional OPTIONAL eight (8) meetings for future PWS	32	32	64	\$12,000	\$250	\$12,250
		32	32	64	\$12,000	\$250	\$12,250
	TOTAL	360	416	776	\$146,760	\$ 1,250	\$ 148,010
COST TO EACH OF THE 24 PUBLIC WATER SYSTEM ENTITIES							\$ 6,167.08



March 24, 2025

Ms. Belinda Deines, Community Development Manager
City of La Palma
7822 Walker Street
La Palma, CA 90623

Subject: Letter Proposal to assist City of La Palma to develop a Cross-Connection Control Management Plan

Dear Ms. Deines:

John Robinson Consulting, Inc. (JRC) in association with Thomas R. Holliman Associates (TRHA) are pleased to offer our professional services letter proposal per discussion during the Public Water System meetings. City of La Palma (La Palma or City) are looking for assistant to develop and finalize a Cross-Connection Control Management Plan (CCCMP) that is consistent with the State Water Resource Control Board Division of Drinking Water's (DDW) Cross Connection Control Policy Handbook (CCCPH).

Per the CCCPH, La Palma will be required to have standards for backflow protection and cross-connection control which will included general requirements, hazard assessment and backflow prevention assemblies protection. Finally there will be required an establish record keeping, backflow incident response and notification. See Attachment 1 for DDW's CCCPH which was adopted on December 19, 2023, effective July 1, 2024 and revised in March 2025.

JRC is a California S Corporation, a certified Small Business Enterprise (SBE) with the State of California Department of General Services and Metropolitan Water District of Southern California. Our firm is located in the City of Pasadena and Highland, respectively.

JRC and TRHA offers a strong cross connection control knowledge which is support with the last 30 and 40 years of effort, respectively JRC staff has prepared over twenty cross connection control programs with the last 10 years. Within the last 2 months, JRC completed and submitted the cross connection control program for Jurupa Community Services District located in Riverside and are assisting a number of agencies including cities, private water system and special district with their Cross-Connection Control Management Plans

This letter proposal outlines our scope of services, schedule and compensation to develop and finalize a CCCMP for La Palma.

SCOPE OF SERVICES

Task 1 – Meetings and Coordination

JRC will conduct two meetings with La Palma staff during the course of the development of the CCCMP. JRC will prepare the agenda three (3) days prior to the meeting and provide meeting minutes with specific action items two (2) days after the meeting.

JRC will submit progress reports to La Palma staff by the 1st of each month with the JRC's invoice. The Progress Reports will provide updates on the project schedule, deliverables, and activities.

Task 2 - Hazard Assessment

JRC will review the City's current hazard assessment procedures and determine if the current process is acceptable and meets CCCPH's initial hazard assessment requirements. The City currently has water meters and backflow prevention assemblies installed on domestic and fire service lines of commercial, multi-family, institutional, and irrigation customers. Each category of user will require a separate hazard assessment approach. JRC is currently developing a schedule of hazard assessment approaches for each of the user classes and discussing those approaches with the DDW, for twenty-four water agencies in La Palma County, including the City. Assessing residential users may include, but not be limited to, determining if the resident has a pool, gray water system, onsite well, sewer injector pump system, or other feature that would require backflow prevention at the meter. Commercial/Industrial site assessments may focus on the unprotected commercial/industrial sites as Phase 1 of the assessments.

JRC will advise on developing a process and assist with performing initial hazard assessments, including for all of the user classifications. JRC will assist with establishing procedures for conducting hazard reassessments of user premises. Assistance will be in the form of developing the approaches and drafts of assessment forms or flyers. It will not include performing site inspections.

Task 3 – Draft Cross-Connection Control Plan

JRC will develop and provide a Draft CCCMP that includes, at a minimum, all procedures and documentation listed in Section 3.1.4 of the CCCPH. JRC will be responsible for ensuring the approval of the CCCMP from both City's City Council. JRC will assist the City with the submission of the CCCMP to DDW. JRC responsibility to ensure approval will be limited to addressing needed corrections or adjustments to the CCCMP to ensure final approval from the City's City Council.

The Draft CCCMP will include draft language to comply with:

- Section 3.1.3(a)(1) of the Handbook: Operating Rules and Ordinances
- Section 3.1.3 (a)(2) of the Handbook: Cross- Connection Control Program Coordinator
- Section 3.1.3 (a)(3) of the Handbook: Hazard Assessments
- Section 3.1.3 (a)(4) of the Handbook: Backflow Prevention
- Section 3.1.3 (a)(5) of the Handbook: Certified Backflow Prevention Assembly Testers and Certified Cross-Connection Control Specialists
- Section 3.1.3 (a)(6) of the Handbook: Backflow Prevention Assembly Testing
- Section 3.1.3 (a)(7) of the Handbook: Recordkeeping
- Section 3.1.3(a)(8) of the Handbook: Backflow Incident Response, Reporting and Notification
- Section 3.1.3 (a) (9) of the Handbook: Public Outreach and Education
- Section 3.1.3 (a) (10) of the Handbook: Local Entity Coordination.

The CCCMP will ensure compliance with relevant state regulations and guidelines focusing on the CCCPH adopted by DDW as the primary State regulation and guideline.

The CCCMP will identify specific requirements applicable to the City's water system and distribution network. In addition, the CCCMP will outline preventive measures, engineering controls, and appropriate backflow prevention devices for each identified hazard.

Task 4 – Revisions to and finalization of CCCMP

JRC will incorporate comments on the Draft CCCMP from La Palma staff JRC will revise the Draft CCCMP and submit it electronically via Word and PDF as a Final CCCMP

Deliverables for Tasks 2 and 3:

- Draft CCCMP, electronically, of the ten (10) Template CCCMP sections for City review.
- Final Draft CCCMP, electronically for City review and final approval.
- Final CCCMP incorporating City comments for DDW submittal.

Time Schedule

JRC proposed the following schedule for the deliverables and if La Palma has a Draft CCCMP deadline that requires the procedure to be completed sooner then we can discuss and modify the schedule.

1. Complete Task 2 Hazard Assessment review and complete the Draft CCCMP for Task 3 within 30-45 working days from Notice to Proceed.
2. Conduct a meeting with the City to review Task 3 deliverable.
3. Task 4 schedule will be developed in coordination with City staff
4. Conduct a meeting with the City for any CCCMP final wrap up items.

Compensation

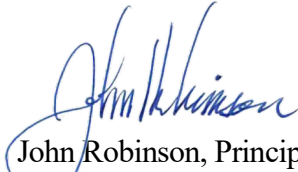
JRC will provide the above services to La Palma on a time and material basis. Based on JRC's present knowledge of the services described above, it is recommended that a not-to-exceed budget of \$24,900, with the breakdown show in Table 1 on the next page.

Table 1 - Compensation						
City of La Palma - Cross-Connection Control Management Plan						
Task	Project Tasks	John Robinson Project Manager	Thomas Holliman, PE Principal Planner	Total Hours	Total Labor	TOTAL FEES
	Hourly Rate	\$165	\$210			
1.0	Meetings and Coordination	12	12	24	\$4,500	\$4,500
2.0	Hazard Assessment	8	4	12	\$2,160	\$2,160
3.0	Draft Cross-Connection Control Management Plan	20	60	80	\$15,900	\$15,900
4.0	Revisions and finalization of CCCMP	4	8	12	\$2,340	\$2,340
	Total Hours and Fee	44	84	128	\$24,900	\$24,900
	Total Not-to-Exceed Fee					\$24,900

JRC commits to timely, responsive services, and to deliver excellence in the offered services to the City of La Palma. We are eager and enthusiastic to complete this scope of services.

If there are any questions, please feel free to contact me at (626) 375-9389 or jrobinson@johnrobinsonconsulting.com.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John Robinson", is written over the printed name.

John Robinson, Principal
John Robinson Consulting, Inc.

cc: Carlo Nafarrete, City of La Palma

APPENDIX A
DDW's ADOPTED CROSS-CONNECTION CONTROL POLICY
HANDBOOK

Changes made to the Cross-Connection Control Policy Handbook (CCCPH)

Updated: March 2025

This document will be updated to document any changes made to the CCCPH. The CCCPH (link to CCCPH) will not include any change-tracking. The date of this document is the most recent version and includes all previous updates to the CCCPH. All sections referred to in this document are in the CCCPH – no other regulations or documents are changed in this document.

March 2025

Revisions:

Section 3.2.1(f): Noncommunity water systems must conduct an initial or follow-up hazard assessment within two years of the ~~adoption~~ effective date of the CCCPH.

Section 3.2.2(e): Except as noted below, a PWS must ensure its distribution system is protected with no less than DC protection for a user premises with a fire protection system within ten years of ~~adoption~~ the effective date of the CCCPH.

Section 3.2.2(e)(2): For existing fire protection systems that do not meet Section 3.2.2 (e)(3) or cannot install DC protection within ten years of ~~adoption~~ the effective date of the CCCPH...

Purpose and reason: The State Water Board is changing the use of “Adoption Date” in the CCCPH to “Effective Date”. When the CCCPH was adopted the State Water Board included a six-month gap between the adoption date and the effective date. The State Water Board intended for all instances of deadlines associated with “Adoption Date” to be replaced with “Effective Date”, but not all instances were changed prior to CCCPH adoption; this change to the CCCPH will correct those errors.

State Water Resources Control Board

Cross-Connection Control Policy Handbook

Standards and Principles for California's
Public Water Systems

Adopted: December 19, 2023

Effective: July 1, 2024

Amended: March 19, 2025

California Environmental Protection Agency

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Appendix

Appendix A: Assembly Bills 1671 (2017, Chapter 533) and 1180 (2019, Chapter 455)

Appendix B: ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4

Appendix C: Backflow Prevention Assembly Diagrams

Appendix D: High Hazard Premises

Appendix E: General Range of Knowledge for Cross-Connection Control Specialists

Appendix F: Example Backflow Incident Reporting Form

Appendix G: Related Statutes and Regulations

Acronyms and Abbreviations

As used in this policy, acronyms and abbreviations reference the following:

Acronym or Abbreviation	Meaning
AB	Assembly Bill
AG	Air Gap separation
BAT	Best Available Technology
BPA	Backflow Prevention Assembly
Bus. & Prof. Code	Business and Professional Code
CA	California
CBSC	California Building Standards Commission
CCCPH	Cross-Connection Control Policy Handbook
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CHSC	California Health and Safety Code
Civ. Code	Civil Code
DC	Double Check valve backflow prevention assembly
DCDA	Double Check Detector backflow prevention Assembly
DCDA-II	Double Check Detector backflow prevention Assembly – type II
Division	Division of Drinking Water
EPA	Environmental Protection Agency
Gov. Code	Government Code
MCL	Maximum Contaminant Level
Pen. Code	Penal Code
PVB	Pressure Vacuum Breaker backsiphonage prevention assembly
PWS	Public Water System
RP	Reduced Pressure principle backflow prevention assembly
RPDA	Reduced Pressure principle Detector backflow prevention Assembly
RPDA-II	Reduced Pressure principle Detector backflow prevention Assembly – type II
RW	Recycled Water
SB	Senate Bill
SDWA	Safe Drinking Water Act
State Water Board	State Water Resources Control Board
SVB	Spill-resistant Pressure Vacuum Breaker backsiphonage prevention assembly
U.S.	United States

Chapter 1 – Policy Overview

1.1 Objective

The primary objective of the Cross-Connection Control Policy Handbook (CCCPH) is the protection of public health through the establishment of standards intended to ensure a public water system's (PWS) drinking water distribution system will not be subject to the backflow of liquids, gases, or other substances. In addition, by providing basic educational information on backflow prevention, the State Water Resources Control Board (State Water Board) intends to build a foundation of awareness within the regulated community regarding the importance of backflow protection and cross-connection control, leading to the implementation of a robust cross-connection control program for PWSs.

1.2 Applicability

The CCCPH and its standards apply to all California PWSs, as defined in California's Health and Safety Code (CHSC, section 116275 (h)). Compliance with this CCCPH is mandatory for all California PWSs.

1.3 Policy Development Background and Legal Authorities

Through the adoption of the CCCPH, the State Water Board is exercising its authority, under California's Safe Drinking Water Act¹ (SDWA), to establish enforceable standards applicable to California's PWSs. Failure to comply with the CCCPH may result in the issuance of compliance, enforcement, or other corrective actions against a PWS.

1.3.1 California Safe Drinking Water Act

On October 6, 2017, Assembly Bill 1671 (AB 1671) was approved and filed with the Secretary of State (see Appendix A). AB 1671 amended California's SDWA through the establishment of CHSC sections 116407 and 116555.5. AB 1671 also amended section 116810 of the CHSC, which is briefly discussed in Appendix G.

On October 2, 2019, Assembly Bill 1180 (AB 1180) was approved and filed with the Secretary of State. AB 1180 amended Section 116407 of the CHSC and added section 13521.2 to the Water Code. AB 1180 requires that the CCCPH include provisions for the use of a swivel or changeover device (swivel-ell).

¹ CHSC, div. 104, pt. 12, ch. 4, section 116270 et seq.

AB 1671 and 1180 established the following:

- The State Water Board must adopt standards for backflow protection and cross-connection control by January 1, 2020.
- The State Water Board may establish standards for backflow protection and cross-connection control through the adoption of the CCCPH, with the CCCPH not being subject to the requirements of the CA Administrative Procedure Act.²
- If standards for backflow protection and cross-connection control are established via the CCCPH, the State Water Board must:
 - Consult with state and local agencies and persons, identified by the State Water Board, as having expertise on the subject of backflow protection and cross-connection control.
 - Hold at least two public hearings before adoption of the CCCPH.
 - Post the CCCPH on the State Water Board website.
- Upon the effective date of the CCCPH, the previous cross-connection control standards³ become inoperative, and are repealed 90 days later, unless the State Water Board determines not to repeal a specific existing regulation.
- A PWS must implement a cross-connection control program that complies with the standards adopted by the State Water Board.
- Use of a swivel-ell must be consistent with any notification and backflow protection provisions contained in the CCCPH.

The development of the CCCPH included consultation with stakeholders, including state and local agencies, on an array of subjects related to cross-connection control, consistent with the statutory mandate, as well as consideration of input from other stakeholders and the general public in a February 20, 2020 workshop.

Prior to adoption of the CCCPH, in accordance with the statutory mandate, the State Water Board held two public hearings - one on April 27, 2021, and the other on December 5, 2022. A Board Workshop was held on October 18, 2023.

Pursuant to sections 116407 and 116555.5 of the CHSC, the State Water Board chose to adopt standards for backflow protection and cross-connection control through the adoption of this CCCPH, which became effective July 1, 2024.

Aside from the mandates of AB 1671 related to the State Water Board's need and authority to develop and adopt an enforceable CCCPH, there are long-standing statutory mandates in California's SDWA concerning backflow protection and cross-connection control, some of which are summarized below.

² Gov. Code, tit. 2, div. 3, pt. 1, ch. 3.5, section 11340 et seq.

³ Cal. Code Regs., tit. 17, div. 1, ch. 5, subch. 1, grp. 4, arts. 1 & 2, section 7583 et seq.

- The State Water Board is required to adopt regulations for the control of cross-connections that it determines to be necessary for ensuring PWSs “distribute a reliable and adequate supply of pure, wholesome, potable, and healthy water.” (CHSC section 116375, subd. (c).)
- Any person who owns a PWS is required to ensure that the distribution system will not be subject to backflow under normal operating conditions. (CHSC section 116555, subd. (a)(2).)

Prior to AB 1671 and the adoption of this CCCPH, California’s regulations pertaining to cross-connection control were set forth in regulations in CCR Title 17,⁴ which were adopted in 1987 with minor revisions in 2000. Although still protective to public health, the CCR Title 17 cross-connection regulations required updating as both the drinking water and cross-connection control industries had evolved. This CCCPH updates those regulations, which as previously noted are no longer operative following the adoption of the CCCPH.

The State Water Board may update its standards for backflow protection and cross-connection control through revisions of the CCCPH. Prior to adopting substantive revisions to the CCCPH, the State Water Board will consult with state and local agencies and persons identified as having expertise on the subject by the State Water Board, and the State Water Board will hold at least one public hearing to consider public comments.

⁴ Cal. Code Regs., tit. 17, div. 1, ch. 5, subch. 1, grp. 4, arts. 1 & 2, section 7583 et seq.

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Chapter 2 – Background on Backflow Protection and Cross-Connection Control

2.1 What is a Cross-Connection?

A cross-connection is an interconnection between a potable water supply and a non-potable source via any actual or potential connection or structural arrangement between a PWS and any source or distribution system containing liquid, gas, or other substances not from an approved water supply. Bypass arrangements, jumper connections, removable sections, improperly installed swivel or change-over devices and other temporary or permanent devices through which, or because of which backflow can occur are considered to be cross-connections.⁵ The CCCPH includes acceptable installation criteria for swivel-ell and other types of backflow prevention assemblies (BPAs) to prevent backflow.

Backflow is the undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a PWS's distribution system or approved water supply.

The presence of a cross-connection represents a location in a distribution system through which backflow of contaminants or pollutants can occur. Backflow occurs when a non-potable source is at a greater pressure than the potable water distribution system. Backflow can occur from either backsiphonage or backpressure. Backsiphonage occurs when a non-potable source enters the drinking water supply due to negative (i.e., sub-atmospheric) distribution system pressure. Backpressure occurs when the pressure from a non-potable source exceeds the pressure in the potable water distribution system.

Backsiphonage may be caused by a variety of circumstances, such as main breaks, flushing, pump failure, or emergency firefighting water demand. Backpressure may occur when heating, cooling, waste disposal, or industrial manufacturing systems are connected to potable supplies and the pressure in the external system exceeds the pressure in the distribution system. Both situations act to change the direction of water, which normally flows from the distribution system to the customer, so that non-potable substances from industrial, commercial, or residential premises flows back into the distribution system through a cross-connection.

Cross-connections are not limited to industrial or commercial facilities. Submerged inlets are found on many common plumbing fixtures and are sometimes necessary features of the fixtures if they are to function properly. Examples of this type of design are siphon-jet urinals or water closets, flushing rim slop sinks, and dental cuspidors.

⁵ California Department of Health Services (DHS), Public Water Supply Branch. (1988). *Guidance Manual for cross connection Control Program (Green Manual)*. California Department of Health Services.

Older bathtubs and lavatories may have supply inlets below the flood level rims, but modern sanitary design has minimized or eliminated this cross-connection in new fixtures. Chemical and industrial process vats sometimes have submerged inlets where the water pressure is used as an aid in diffusion, dispersion and agitation of the vat contents. Even though a supply pipe may be installed above a vat, backsiphonage can still occur. Siphon action has been shown to raise a liquid in a pipe such as water almost 34 feet. Some submerged inlets are difficult to control, including those which are not apparent until a significant change in water level occurs or where a supply may be conveniently extended below the liquid surface by means of a hose or auxiliary piping. A submerged inlet may be created in numerous ways, and its detection may be difficult.

Chemical and biological contaminants have caused illness and deaths during known incidents of backflow, with contamination affecting several service connections, and the number of incidents reported is believed to be a small percentage of the total number of backflow incidents that actually occur. The public health risk from cross-connections and backflow is a function of a variety of factors including cross-connection and backflow occurrence and type and amount of contaminants.

2.2 Purpose of a Cross-Connection Control Program

The purpose of a cross-connection control program is to prevent the occurrence of backflow into a PWS's distribution system in order to protect customers from contamination or pollution from any on-site hazards. Properly installed and maintained BPAs, devices or methods provide protection against the threat posed by many conditions typically found on a user's premise.

The use of approved BPAs ensures that the appropriate performance evaluation of the assembly was conducted. It is important and required by the CCCPH to select and properly install an approved BPA that is capable of protecting the distribution system from the hazard identified. The success of a program depends on individuals that are knowledgeable about cross-connection control to identify actual and potential hazards, apply principles of backflow protection and prevention, and implement cross-connection control policies and procedures. A successful program will have ongoing surveillance of a PWS to ensure BPAs, devices or methods are working, and identify new hazards or changes in the distribution system. Certified specialists are needed to properly evaluate the degree of hazard that exists in the distribution system. Hazards typically identified in distribution systems along with the required level of protection are specified in Chapter 3 of the CCCPH.

2.3 Notes on Applicability of the Cross-Connection Control Policy Handbook

The CCCPH provides the basis for regulating the use and management of cross-connection control programs and BPAs in PWSs, and related requirements for supporting programs and policies. Activities or uses outside of the scope of the

authority of the State Water Board to regulate PWSs are not regulated by the CCCPH, including California Plumbing Code requirements and definitions not related to PWSs.

Recycled water cross-connection control installations and programs for the purposes of protecting the recycled water supply are not regulated by the CCCPH, although a PWS that uses recycled water is regulated by the CCCPH to ensure that a PWS's drinking water system has adequate backflow protection from a recycled water system.

Water systems that do not meet the definition of a PWS (e.g. "State Small Water Systems" under CCR Title 22, Article 3) are not regulated by the CCCPH, although they may need to comply with the California Plumbing Code, local health agencies, and other laws or entities.

Transient noncommunity and nontransient noncommunity systems are PWSs and must comply with both the California Plumbing Code and CCCPH. The California Plumbing Code and the CCCPH will overlap in protection of these user premises. To ensure compliance, these noncommunity water systems may need to have internal cross-connection control programs within the user premises.

Noncommunity water systems must have the ability to enforce backflow protection within the premises. Compliance with the California Plumbing Code can be verified by the PWS and used for compliance with the CCCPH. Compliance with the CCCPH is documented through the hazard assessment and maintenance of an inventory of field-testable BPAs and methods. Annual field testing of BPAs is required. Where the minimum backflow protection differs between the California Plumbing Code and the CCCPH, the more protective minimum protection will be required.

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Chapter 3 – Standards for Backflow Protection and Cross-Connection Control

Article 1 – Definitions and General Requirements

3.1.1 Definitions

The following definitions apply to the terms used in the CCCPH:

“Air-gap separation” or **“AG”** means a physical vertical separation of at least two (2) times the effective pipe diameter between the free-flowing discharge end of a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

“Approved water supply” means a water source that has been approved by the State Water Board for domestic use in a public water system and designated as such in a domestic water supply permit issued pursuant to section 116525 of the CHSC.

“Auxiliary water supply” means a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a water user.

“Backflow” means an undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a public water system’s distribution system or approved water supply.

“Backflow prevention assembly” or **“BPA”** means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

“Backflow prevention assembly tester” means a person who is certified as a backflow prevention assembly tester.

“Community water system” means a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents of the area served by the system.

“Contact hour” means not less than 50 minutes of a continuing education course.

“Continuing education course” means a presentation or training that transmits information related to cross-connection control programs and backflow prevention and protection.

“Cross-connection” means any actual or potential connection or structural arrangement between a public water system, including a piping system connected to the public water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

“Cross-connection control specialist” means a person who is certified as a cross-connection control specialist.

“Distribution system” has the same meaning as defined in section 63750.50 of CCR, Title 22, Division 4, Chapter 2.

“Double check detector backflow prevention assembly” or **“DCDA”** means a double check valve backflow prevention assembly that includes a bypass with a water meter and double check backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 1, Appendix C.

“Double check detector backflow prevention assembly – type II” or **“DCDA-II”** means a double check valve backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 2, Appendix C.

“Double check valve backflow prevention assembly” or **“DC”** means an assembly consisting of two independently-acting internally-loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 3, Appendix C.

“Existing public water system” or **“existing PWS”** means a public water system initially permitted on or before July 1, 2024 as a public water system by the State Water Board.

“Hazard Assessment” means an evaluation of a user premises designed to evaluate the types and degrees of hazard at a user’s premises.

“High hazard cross-connection” means a cross-connection that poses a threat to the potability or safety of the public water supply. Materials entering the public water supply through a high hazard cross-connection are contaminants or health hazards. See Appendix D for some examples.

“Low hazard cross-connection” means a cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.

“New public water system” or **“new PWS”** means a public water system permitted after July 1, 2024 as a public water system by the State Water Board. A new public water system includes a public water system receiving a new permit because of a change in ownership.

“Noncommunity water system” means a public water system that is not a community water system.

“Nontransient noncommunity water system” means a public water system that is not a community water system and that regularly serves at least 25 of the same persons over six months per year.

“Premises containment” means protection of a public water system’s distribution system from backflow from a user’s premises through the installation of one or more air gaps or BPAs, installed as close as practical to the user’s service connection, in a manner that isolates the water user’s water supply from the public water system’s distribution system.

“Pressure vacuum breaker backsiphonage prevention assembly” or **“PVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with test cocks and tightly closing shutoff valves located at each end of the assembly that enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 4, Appendix C.

“Public water system” or **“PWS”** has the same meaning as defined in section 116275(h) of the CHSC.

“Recycled Water” is a wastewater which as a result of treatment is suitable for uses other than potable use.

“Reduced pressure principle backflow prevention assembly” or **“RP”** means an assembly with two independently acting internally-loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable accurate field testing of the assembly. See Diagram 5, Appendix C.

“Reduced pressure principle detector backflow prevention assembly” or **“RPDA”** means a reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 6, Appendix C.

“Reduced pressure principle detector backflow prevention assembly – type II” or **“RPDA-II”** means a reduced pressure principle backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 7, Appendix C.

“Spill-resistant pressure vacuum breaker backsiphonage prevention assembly” or **“SVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with shutoff valves at each end and a test cock and bleed/vent port, to enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 8, Appendix C.

“State Water Board”, unless otherwise specified, means the State Water Resources Control Board or the local primacy agency having been delegated the authority to enforce the requirements of the CCCPH by the State Water Resources Control Board.

“Swivel-Ell” means a reduced pressure principle backflow prevention assembly combined with a changeover piping configuration (swivel-ell connection) designed and constructed pursuant to this Chapter. See design and construction criteria, as well as Diagrams 9a and 9b, Appendix C.

“Transient noncommunity water system” means a noncommunity water system that does not regularly serve at least 25 of the same persons over six months per year.

“User premises” means the property under the ownership or control of a water user and is served, or is readily capable of being served, with water via a service connection with a public water system.

“User’s service connection” means either the point where a water user’s piping is connected to a water system or the point in a water system where the approved water supply can be protected from backflow using an air gap or backflow prevention assembly.

“User Supervisor” means a person designated by a water user to oversee a water use site and responsible for the avoidance of cross-connections.

“Water supplier” means a person who owns or operates a public water system.

“Water user” means a person or entity who is authorized by the PWS to receive water.

3.1.2 Applicability

A public water system (PWS) must comply with the requirements of the CCCPH.

3.1.3 Program for Public Water System Cross-Connection Control

(a) A PWS must protect the public water supply through implementation and enforcement of a cross-connection control program. Unless otherwise specified by this Chapter or directed by the State Water Board, a PWS may implement its cross-connection control program, in whole or in part, either directly or by way of contract or agreement with another party. The PWS, however, shall not be responsible for abatement of cross-connections which may exist within a user's premises. The cross-connection control program must include at a minimum the following elements:

(1) **Operating rules or ordinances** – Each PWS must have operating rules, ordinances, by-laws or a resolution to implement the cross-connection program. The PWS must have legal authority to implement corrective actions in the event a water user fails to comply in a timely manner with the PWS's provisions regarding the installation, inspection, field testing, or maintenance of BPAs required pursuant to this Chapter. Such corrective actions must include the PWS's ability to perform at least one of the following:

- (A) deny or discontinue water service to a water user,
- (B) install, inspect, field test, and/or maintain a BPA at a water user's premises, or
- (C) otherwise address in a timely manner a failure to comply with the cross-connection control program.

(2) **Cross-Connection Control Program Coordinator** – The PWS must designate at least one individual involved in the development of and be responsible for the reporting, tracking, and other administration duties of its cross-connection control program. For PWS with more than 3,000 service connections the Cross-Connection Control Program Coordinator must be a cross-connection control specialist.

(3) **Hazard Assessments** – The PWS must survey its service area and conduct hazard assessments per Article 2 of this Chapter that identifies actual or potential cross-connection hazards, degree of hazard, and any backflow protection needed.

(4) **Backflow Prevention** – The PWS must ensure that actual and potential cross-connections are eliminated when possible or controlled by the installation of approved BPAs or AG's consistent with the requirements of the Article 3 of this Chapter.

(5) **Certified Backflow Prevention Assembly Testers and Certified Cross-Connection Control Specialists** – The PWS must ensure all BPA testers and cross-connection control specialists used are certified per Article 4 of this Chapter.

(6) **Backflow Prevention Assembly Testing** – The PWS must develop and implement a procedure for ensuring all BPAs are field tested, inspected, and maintained and AG's are inspected and maintained in accordance with CCCPH section 3.3.3.

(7) **Recordkeeping** – The PWS must develop and implement a recordkeeping system in accordance with CCCPH section 3.5.1.

(8) **Backflow Incident Response, Reporting and Notification** – The PWS must develop and implement procedures for investigating and responding to suspected or actual backflow incidents in accordance with Article 5 of this chapter.

(9) **Public Outreach and Education** – The PWS must implement a cross-connection control public outreach and education program element that includes educating staff, customers, and the community about backflow protection and cross-connection control. The PWS may implement this requirement through a variety of methods which may include providing information on cross-connection control and backflow protection in periodic water bill inserts, pamphlet distribution, new customer documentation, email, and consumer confidence reports.

(10) **Local Entity Coordination** – The PWS must coordinate with applicable local entities that are involved in either cross-connection control or public health protection to ensure hazard assessments can be performed, appropriate backflow protection is provided, and provide assistance in the investigation of backflow incidents. Local entities may include but are not limited to plumbing, permitting, or health officials, law enforcement, fire departments, maintenance, and public and private entities.

(b) The cross-connection control program must be developed in consultation with a cross-connection control specialist if:

(1) The PWS has 1,000 or more service connections, or

(2) required by the State Water Board.

(c) A PWS must have at least one cross-connection control specialist as a permanent or contracted employee of the PWS, and that specialist, or their designee, must be able to be contacted within one hour, if:

(1) The PWS has 3,000 or more service connections, or

(2) the PWS has less than 3,000 service connections and is directed by the State Water Board based on hazard assessments conducted pursuant to CCCPH section 3.2.1. or the PWS's history of backflow incidents.

3.1.4 Plan for Public Water System Cross-Connection Control

(a) After adoption of the CCCPH, each PWS must submit a written Cross-Connection Control Plan for State Water Board review in accordance with the following schedule:

- (1) An Existing PWS must submit the Cross-Connection Control Plan no later than 12 months after the effective date of the CCCPH.
- (2) A new PWS must submit the Cross-Connection Control Plan for review and approval prior to issuance of a domestic water supply permit.
- (3) A PWS may submit a written request to the State Water Board for an extension of the deadline for submittal of its initial Cross-Connection Control Plan. The PWS's application must include a written description of the need for an extension. Approval of an extension will be at the sole discretion of the State Water Board.

(b) The Cross-Connection Control Plan for a community water system must include, at a minimum, the following cross-connection control program procedures and documentation:

- (1) a description of how the community water system will achieve and maintain compliance with each requirement in this Chapter;
- (2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;
- (3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;
- (4) a description of the process and timeframes for ensuring each BPA is inspected and field tested, and AG is inspected, at a frequency no less than required by this Chapter;
- (5) a description of the process and timeframe for ensuring each non-testable backflow preventer that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;
- (6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:
 - (A) certification as a backflow prevention assembly tester,
 - (B) field test kit or gage equipment accuracy verification, and
 - (C) BPA field test result reports;
- (7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;
- (8) contact information for cross-connection control personnel including any cross-connection control program coordinator and specialist;
- (9) a description of the tracking system that maintains current and relevant information, including:

- (A) recordkeeping information required pursuant to CCCPH section 3.5.1,
- (B) location and type of each BPA, and
- (C) highest threat potential hazard from which a given BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2 (f);

(11) the corrective actions, including timeframes for the corrective actions, that a community water system will implement when:

- (A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or
- (B) a BPA needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and

(13) the procedures for coordination with local entities

(c) The Cross-Connection Control Plan for a noncommunity water system must include, at a minimum, the following cross-connection control program procedures and documentation:

(1) a description of how the noncommunity water system will achieve and maintain compliance with each requirement in this Chapter that is applicable to the noncommunity water system;

(2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;

(3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;

(4) a description of the process and timeframes for ensuring each BPA is inspected and field tested and AG is inspected, at a frequency no less than required by this Chapter;

(5) a description of the process and timeframe for ensuring each non-testable backflow preventer for internal protection that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;

(6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:

- (A) certification as a backflow prevention assembly tester,
- (B) field test kit or gage equipment accuracy verification, and
- (C) BPA field test result reports;

(7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;

(8) contact information for cross-connection control personnel including the cross-connection control program coordinator;

(9) maintaining a tracking system with current and relevant information, including:

(A) recordkeeping information required pursuant to CCCPH section 3.5.1,

(B) location and type of each BPA,

(C) location and type of each non-testable backflow preventer used for internal protection in accordance with the California Plumbing Code, if applicable, and

(D) potential hazard from which a BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2(f);

(11) the corrective actions, including timeframes for the corrective actions, that a noncommunity water system will implement when:

(A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or

(B) a BPA or non-testable backflow preventer needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and,

(13) the procedures for coordination with local entities (e.g., local health departments with internal cross-connection control programs, building officials, plumbing officials, etc.).

(d) A PWS must ensure its Cross-Connection Control Plan is, at all times, representative of the current operation of its Cross-Connection Control program. The PWS must make its Cross-Connection Control Plan available to the State Water Board for review upon request. If a PWS makes a substantive revision to its Cross-Connection Control Plan, the PWS must submit the revised Cross-Connection Control Plan to the State Water Board for review.

Article 2 – Hazard Assessments and Required Protection

3.2.1 Hazard Assessments

(a) To evaluate the potential for backflow into the PWS, each community water system must conduct an initial hazard assessment of the user premises within its service area and each noncommunity water system must conduct an initial hazard assessment of its water distribution system. The hazard assessment must consider:

- (1) The existence of cross-connections;
- (2) the type and use of materials handled and present, or likely to be, on the user premises;
- (3) the degree of piping system complexity and accessibility;
- (4) access to auxiliary water supplies, pumping systems, or pressure systems;
- (5) distribution system conditions that increase the likelihood of a backflow event (e.g., hydraulic gradient differences impacted by main breaks and high water-demand situations, multiple service connections that may result in flow-through conditions, etc.);
- (6) user premises accessibility;
- (7) any previous backflow incidents on the user premises; and
- (8) the requirements and information provided in the CCCPH.

(b) Each hazard assessment must identify the degree of hazard to the PWS's distribution system as either a high hazard cross-connection, a low hazard cross-connection, or having no hazard. Examples of some high hazard cross-connection activities may be found in Appendix D.

(c) The hazard assessment must determine whether an existing BPA, if any, provides adequate protection based on the degree of hazard.

(d) Hazard assessments completed prior to the adoption of the CCCPH may be considered as an initial hazard assessment provided that such hazard assessments and associated backflow protection provide protection consistent with the CCCPH and the PWS describes their review of these assessments in the Cross-Connection Control Plan required in CCCPH section 3.1.4.

(e) Subsequent to the initial hazard assessment described in subsection (a), a community water system must perform a hazard assessment under the following criteria:

- (1) if a user premises changes account holder, excluding single-family residences;
- (2) if a user premises is newly or re-connected to the PWS;
- (3) if evidence exists of changes in the activities or materials on a user's premises;
- (4) if backflow from a user's premises occurs;
- (5) periodically, as identified in the PWS's Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4.;

- (6) if the State Water Board requests a hazard assessment of a user's premises;
and
- (7) if the PWS concludes an existing hazard assessment may no longer accurately represent the degree of hazard.

(f) Noncommunity water systems must conduct an initial or follow-up hazard assessment within two years of the effective date of the CCCPH.

(g) Noncommunity water system must conduct a follow-up hazard assessment of its water distribution system if any changes are made that could result in a cross-connection or any backflow incidents occur.

(h) A cross-connection control specialist must review or conduct each initial and follow-up hazard assessment pursuant to this section and make a written finding that, in the specialist's judgment based on cross-connection control principles, the PWS's hazard assessment properly identified all hazards at the time of the assessment, the appropriate degree of hazards, and the corresponding backflow protection.

3.2.2 Backflow Protection Required

(a) A PWS must ensure its distribution system is protected from backflow from identified hazards through the proper installation, continued operation, and field testing of an approved BPA (see Article 3 for installation and approved BPA criteria). When a DC is required or referenced in the CCCPH, a DCDA or DCDA-II type of assembly may be substituted if appropriate. When an RP is required or referenced in the CCCPH, an RPDA or RPDA-II type of assembly may be substituted if appropriate.

(b) The BPA installed must be no less protective than that which is commensurate with the degree of hazard at a user premises, as specified in this Chapter and as determined based on the results of the hazard assessment conducted pursuant to CCCPH section 3.2.1.

(c) Unless specified otherwise in this Chapter, a PWS must, at all times, protect its distribution system from high hazard cross-connections (see Appendix D for examples), through premises containment, through the use of AG(s) or RP(s).

- (1) Following State Water Board review and approval, a PWS may implement an alternate method of premises containment in lieu of a required AG provided that the proposed alternative would not increase the level of risk to protection of public health.

- (2) Following State Water Board review and approval, a PWS may accept internal protection in lieu of containment when premises containment is not feasible.

(d) Except as otherwise allowed or prohibited in statute or in CCR Title 22, Division 4, Chapter 3, a swivel-ell may be used instead of an AG for premises containment protection when temporarily substituting tertiary recycled water use areas with potable water from a PWS if all the following criteria are met:

- (1) the swivel-ell is approved by the State Water Board;
- (2) the PWS has a cross-connection control program, required pursuant to CCCPH section 3.1.3, and the use and operation of the swivel-ell is described in the Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4;
- (3) the design and construction-related requirements of the swivel-ell adheres to the criteria in Appendix C;
- (4) at least every 12 months, inspections are performed and documented to confirm ongoing compliance with the design and construction-related requirements in Appendix C;
- (5) the RP used in conjunction with the swivel-ell is field tested and found to be functioning properly:

- (A) immediately upon each switchover to potable water use, a visual inspection of the RP must be completed
- (B) within 72 hours of each switchover to potable water use, a field test must be completed, and
- (C) at least every 12 weeks the use site is supplied with potable water; and

(6) there is a legally binding agreement between the PWS and the entity supplying the recycled water, signed by those with relevant legal authority, that includes the following requirements:

- (A) The State Water Board will be notified within 24 hours of all switchovers to or from potable water, will be given an estimate of the timeframe until the next switchover, and will be provided the results of the field testing required in paragraph (5);
- (B) a trained representative of the PWS be present to supervise each switchover; and
- (C) within seven days of each switchover, if requested by the State Water Board, the PWS will submit a written report describing compliance with this subsection, as well as potable and recycled water usage information.

(e) Except as noted below, a PWS must ensure its distribution system is protected with no less than DC protection for a user premises with a fire protection system within ten years of the effective date of the CCCPH.

- (1) A high hazard cross-connection fire protection system, including but not limited to fire protection systems that may utilize chemical addition (e.g., wetting agents, foam, anti-freeze, corrosion inhibitor, etc.) or an auxiliary water supply, must have no less than RP protection.

(2) For existing fire protection systems that do not meet Section 3.2.2 (e)(3) or cannot install DC protection within ten years of the effective date of the CCCPH, a PWS may propose in the cross-connection control plan submitted for CCCPH Section 3.1.4:

- (A) an alternative date; or
- (B) an alternative method of backflow protection that provides at least the same level of protection to public health.

(3) A BPA is not necessary for a low hazard fire protection system on a residential user premises if the following criteria are satisfied:

- (A) the user premises has only one service connection to the PWS;
- (B) a single service line onto the user premises exists that subsequently splits on the property for domestic flow and fire protection system flow, such that the fire protection system may be isolated from the rest of the user premises;
- (C) a single, water industry standard, water meter is provided to measure combined domestic flow and fire protection system flow;
- (D) the fire protection system is constructed of piping materials certified as meeting NSF/ANSI Standard 61; and
- (E) the fire protection system's piping is looped within the structure and is connected to one or more routinely used fixtures (such as a water closet) to prevent stagnant water.

(f) The State Water Board and PWS may, at their discretion, require a water user to designate a user supervisor when the user premises has a multi-piping system that conveys various types of fluids and where changes in the piping system are frequently made. If a user supervisor is designated the following is required:

- (1) The user supervisor is responsible for the avoidance of cross-connections during the installation, operation and maintenance of the water user's pipelines and equipment. The user supervisor must be trained on the fluids used and backflow protection for the premise, and must inform the PWS of changes in piping, and maintain current contact information on file with the PWS; and
- (2) The PWS must include in the Cross-Connection Control Plan required in CCCPH section 3.1.4 the training and qualification requirements for user supervisors, identify the entity that will provide the user supervisor training, and frequency of any necessary recurring training. The training must adequately address the types of hazards and concerns typically found.

(g) Facilities producing, treating, storing, or distributing drinking water that are an approved water supply or water recycling plants as defined by CCR Title 22, Section 60301.710 must have proper internal protection from cross-connections to ensure that all drinking water produced and delivered to customers and workers at those facilities is free from unprotected cross-connections.

Article 3 – Backflow Prevention Assemblies

3.3.1 Standards for Types of Backflow Protection

(a) The PWS must ensure that each AG used for its Cross-Connection Control Program meets the requirements in Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4 of the American Society of Mechanical Engineers (ASME) A112.1.2-2012(R2017) (See Appendix B).

(b) The PWS must ensure that each replaced or newly installed PVB, SVB, DC, and RP for protection of the PWS is approved through both laboratory and field evaluation tests performed in accordance with at least one of the following:

- (1) Standards found in Chapter 10 of the *Manual of Cross-Connection Control, Tenth Edition*, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research; or
- (2) certification requirements for BPAs in the Standards of ASSE International current as of 2022 that include ASSE 1015-2021 for the DC, ASSE 1048-2021 for the DCDA & DCDA-II, ASSE 1013-2021 for the RP, and ASSE 1047-2021 for the RPDA & RPDA-II and must have the 1YT mark.

(c) BPAs must not be modified following approval granted under section 3.3.1 (b). PWS must require BPA testers to notify the PWS if a water user or PWS-owned BPA has been modified from the CCCPH section 3.3.1 (b) approval.

3.3.2 Installation Criteria for Backflow Protection

(a) For AGs, the following is required:

- (1) The receiving water container must be located on the water user's premises at the water user's service connection unless an alternate location has been approved by the PWS;
- (2) all piping between the water user's service connection and the discharge location of the receiving water container must be above finished grade and be accessible for visual inspection unless an alternative piping configuration is approved by the PWS;
- (3) the PWS must ensure that the AG specified in CCCPH section 3.3.1 (a) has been installed; and
- (4) any new air gap installation at a user's service connection must be reviewed and approved by the State Water Board prior to installation.

(b) RPs must be installed such that the lowest point of an assembly is a minimum of twelve inches above grade, and a maximum of thirty-six inches above the finished grade, unless an alternative is approved by the PWS.

(c) DCs installed or replaced after the adoption of the CCCPH must be installed according to CCCPH section 3.3.2 (b). Below ground installation can be considered if approved by the PWS where it determines no alternative options are available.

(d) A PVB or SVB must be installed a minimum of twelve inches above all downstream piping and outlets.

(e) SVBs may not be used for premises containment. PVBs may only be used for roadway right of way irrigation systems as premises containment where there is no potential for backpressure.

(f) A RP or DC installed after the adoption of the CCCPH must have a minimum side clearance of twelve inches, except that a minimum side clearance of twenty-four inches must be provided on the side of the assembly that contains the test cocks. The PWS may approve alternate clearances providing that there is adequate clearance for field testing and maintenance.

(g) Backflow protection must be located as close as practical to the water user's service connection unless one or more alternative locations have been approved by the PWS. If internal protection is provided in lieu of premises containment, the PWS must obtain access to the user premises and must ensure that the on-site protection meets the requirements of this Chapter for installation, field testing, and inspections.

(h) Each BPA and air gap separation must be accessible for field testing, inspection, and maintenance.

3.3.3 Field Testing and Repair of Backflow Prevention Assemblies and Air Gap Inspection

(a) PWS must ensure that all BPAs installed for its Cross-Connection Control Program are field tested following installation, repair, depressurization for winterizing, or permanent relocation. All required field testing must be performed by certified backflow prevention assembly testers.

(b) BPAs must be field tested at least annually. The CCCPH does not preclude a PWS, the State Water Board, or a local health agency from requiring more frequent field testing for premises with high hazard cross-connection or BPA at increased risk of testing failure.

(c) Air-gap separations must be visually inspected at least annually to determine compliance with this Chapter by persons certified as backflow prevention assembly testers or certified as a cross-connection control specialist pursuant to this Chapter.

(d) PWS must receive passing field tests before providing continuous service to a water user with a newly installed BPA.

(e) PWS must ensure that BPAs that fail the field test are repaired or replaced within 30 days of notification of the failure. Extensions may be allowed by the PWS if included as part of the Cross-Connection Control Plan.

(f) PWS must require backflow prevention assembly testers to notify the PWS as soon as possible within 24 hours if a backflow incident or an unprotected cross-connection is observed at the BPA or prior to the user premises during field testing. PWS must immediately conduct an investigation and discontinue service to the user premises if a backflow incident is confirmed, and water service must not be restored to that user premises until the PWS receives a confirmation of a passing BPA field test from a backflow prevention assembly tester and the assembly is protecting the PWS.

Article 4 – Backflow Prevention Assembly Testers and Cross-Connection Control Specialists

3.4.1 Backflow Prevention Assembly Tester Certification

(a) A PWS must ensure that each BPA required by this Chapter to protect the public water system is field tested by a person with valid certification from a certifying organization recognized by the State Water Board pursuant to this Article.

(b) A State Water Board-recognized organization certifying backflow prevention assembly testers is one that has a certification process that, at a minimum, includes the following:

(1) A timed and proctored written⁶ exam, using a closed-book, objective grading format, consisting of no less than 100 questions for initial certification and no less than 50 questions for recertification. A passing score must be achieved by an examinee as a requirement for certification.

(A) Written exam proctors must:

1. not provide an examinee any assistance in answering exam questions, verbal or otherwise; and
2. be impartial.

(B) Passing scores for the written exams are to be determined prior to exam sessions, such that passing a written exam demonstrates sufficient knowledge of subjects associated with the proper field testing of BPAs, including but not limited to:

1. the hydraulics and theory of backflow;
2. California's laws, regulations, and requirements related to cross-connection control;
3. types of BPA field test equipment and the need to verify accuracy, at least annually and when otherwise necessary, to ensure accuracy of field test results;
4. field test procedures for an RP, RPDA, RPDA-II, DC, DCDA, DCDA-II, PVB, and SVB using the procedures provided in the *Manual of Cross-Connection Control, Tenth Edition*, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or equivalent;
5. identification of improperly functioning BPAs (i.e., diagnostics or troubleshooting); and
6. recordkeeping and safety.

⁶ The requirement for a written exam does not preclude using computerized exams.

(2) A performance (i.e., hands-on) exam, using a closed-book, objective grading process and the field test procedures in paragraph (1)(B)(4), designed such that passing the performance exam demonstrates proficiency in accurately determining the operating condition of an RP, DC, PVB, and SVB, when properly or improperly functioning, including but not limited to BPAs with leaks in shutoff valves, and failures in check valves, air inlet valves, or relief valves. A passing score must be achieved by an examinee as a requisite for certification. The performance exam process must include the following:

(A) Performance exam proctors must:

1. be certified as a backflow prevention assembly tester pursuant to this Article;
2. evaluate no more than one examinee at a time;
3. not provide an examinee any assistance in answering exam questions, verbal or otherwise;
4. provide no indication an examinee has erred until completion of a BPA field test, at which time only the fact the examinee has erred may be indicated (i.e., not the nature of the error);
5. be impartial and not affiliated with the certifying organization's preparation of, or preparatory course for (if applicable), the performance exam; and
6. not evaluate an examinee who was trained by the proctor during the six-month period prior to the exam or other conflict of interest.

(B) An examinee is considered to have failed a performance exam if the examinee:

1. makes a field test procedure or recording error that could impact an accurate determination of the operating condition of a BPA,
2. completes the BPA performance exam form with an error,
3. is informed of making an error (see subparagraph (A)(4)) and begins the procedure a second time, and
4. errs a second time and completes the BPA performance exam form accordingly.

(3) recertification requirements of no less frequently than every three years which includes both a written and performance exam;

(4) provisions for revocation of a backflow prevention assembly tester's certification, including but not limited to, revocation for falsifying field test results or field test reports;

(5) a website providing public access to the most recent list of backflow prevention assembly testers:

- (A) who hold a valid certification from the certifying organization. At a minimum, the list is to include each backflow prevention assembly tester's last name, first name, certification number, and the date on which each backflow prevention assembly tester's certification expires; and
- (B) whose certification was revoked, pursuant to paragraph (4), in the three years preceding the date of the list. At a minimum, the list is to include each backflow prevention assembly tester's last name, first name, revoked certification number, the date on which each backflow prevention assembly tester's certification was revoked, and the reason for revocation.

(6) as a prerequisite to sections 3.4.1(b)(1) and (b)(2), completion of an instructional training course accepted by the certifying organization⁷ that covers the subjects in subsection (1)(B) and is no less than 30 hours in length over no fewer than four days for:

- (A) a backflow prevention assembly tester's initial certification;
- (B) a backflow prevention assembly tester's recertification as a result of revocation; or

(7) In lieu of compliance with section 3.4.1(b)(6) a certifying organization may accept two years prior experience in backflow prevention assembly testing.

(c) To be recognized by the State Water Board as a certifying organization for backflow prevention assembly testers, a certifying organization shall:

(1) submit an application with the following information to the State Water Board for review:

- (A) written documentation of a certification program that includes a process that is no less stringent than the criteria in subsection (b);
- (B) evidence that the organization's certification program and exam process has been reviewed, with concerns adequately addressed, by a credentialed psychometrician proficient in the design of objective exams, experienced in the assessment of certification or licensing organizations, and familiar with the application of the requirements of *ISO⁸/IEC⁹ 17024: Conformity Assessment- General Requirements for Bodies Operating Certification of Persons*; and

⁷ But not limited only to training provided by the certifying organization or its affiliates.

⁸ International Organization for Standardization

⁹ International Electrotechnical Commission

(C) a written statement, signed by the certifying organization's representative(s) having the authority and legal responsibility for operation of the certifying organization, attesting that the certifying organization will implement its certification program in a manner meeting or exceeding the criteria in subsection (b) and consistent with the application submitted to the State Water Board.

(2) adequately address each State Water Board comment and/or question concerning the application, and

(3) receive written acknowledgment from the State Water Board that the application is complete.

(d) An American National Standards Institute (ANSI)-accredited certifying organization, accredited in accordance with subsection (b) and ISO/IEC 17024, will be considered to be a State Water Board-recognized certifying organization. Beginning three years after the effective date of the CCCPH, only those testers with a valid certification from an ANSI-accredited certifying organization shall satisfy subsection (a) and certifications obtained by organizations in accordance with subsection (c) will be invalid.

(e) This Article does not preclude a local health agency from maintaining a backflow prevention assembly tester certification program for the field testing of BPAs within the local health agency's jurisdiction. Accepting a tester certified by a local health agency does not relieve a PWS from meeting the requirements of this Article.

(f) This Article does not preclude a PWS from disallowing the use of an individual tester certified pursuant to this Article if the PWS has reason to believe a certified tester may not be proficient in accurately determining the operating condition of BPA, or for any other reason (e.g., fraud, deceit, negligence, misconduct, etc.). A PWS must report any evidence of a tester falsifying reports to that tester's certifying organization.

(g) This Article is effective July 1, 2025.

3.4.2 Cross-Connection Control Specialist Certification

(a) A PWS must ensure that cross-connection control specialists, used pursuant to the CCCPH, have valid certification from a certifying organization recognized by the State Water Board pursuant to this Article.

(b) A State Water Board-recognized organization certifying cross-connection control specialists is one that has a certification process that, at a minimum, includes the following:

(1) A timed and proctored, written¹⁰ exam, using a closed-book, objective grading format, consisting of no less than 100 questions for certification. A passing score must be achieved by an examinee as a requirement for certification.

(A) Written exam proctors must:

1. not provide an examinee any assistance in answering exam questions, verbal or otherwise; and
2. be impartial.

(B) Passing scores for the exams are to be determined prior to exam sessions, such that passing an exam demonstrates sufficient and comprehensive range of knowledge of the subjects provided in Appendix E, as they may relate to cross-connection control and the causes, effects, and prevention of backflow.

(2) recertification requirements of no less frequently than every three years. Recertification may be done through at least one of the following:

- (A) an exam as required by section 3.4.2 (b)(1),
- (B) through 12 contact hours from continuing education courses covering material in Appendix E or,
- (C) a combination of exam and continuing education contact hours equivalent to (A) or (B);

(3) provisions for revocation of a specialist's certification, including but not limited to, falsifying information or providing negligent recommendations inconsistent with industry-standard cross-connection control guidelines;

(4) a website providing public access to the most recent list of cross-connection control specialists:

(A) who hold a valid certification from the certifying organization. At a minimum, the list is to include each specialist's last name, first name, certification number, and the date on which each specialist's certification expires; or

¹⁰ The requirement for a written exam does not preclude using computerized exams.

(B) whose certification was revoked, pursuant paragraph (3), in the three years preceding the date of the list. At a minimum, the list is to include each specialist's last name, first name, revoked certification number, the date on which each specialist's certification was revoked, and the reason for revocation.

(5) initial certification requirements:

(A) a valid backflow prevention assembly tester certification from a certification organization recognized by the State Water Board pursuant to section 3.4.1; and

(B) completion of an instructional training course (acceptable to the certifying organization¹¹) that covers the subjects in Appendix E and is no less than 30 hours in length over no fewer than five days (inclusive of an exam, if provided). This paragraph does not preclude a certification organization from providing the instructional training course to the public, including certified specialists.

(C) As an alternative to (A) the certifying organization may accept additional instruction in the subject areas of testing, maintaining and repairing BPAs equivalent in length and scope to the requirements in 3.4.1(b)(6).

(D) As an alternative to (A) the certifying organization may accept a minimum of five (5) years documented experience performing cross-connection control specialist duties, as outlined in Appendix E.

(c) To be recognized by the State Water Board as a certifying organization for cross-connection control specialists, a certifying organization shall:

(1) submit an application with the following information to the State Water Board for review:

(A) Written documentation of a certification program that includes a process that is no less stringent than the criteria in subsection (b);

(B) evidence that the organization's certification program and exam process has been reviewed, with concerns adequately addressed, by a credentialed psychometrician proficient in the design of objective exams, experienced in the assessment of certification or licensing organizations, and familiar with the application of the requirements of *ISO¹²/IEC¹³ 17024: Conformity Assessment- General Requirements for Bodies Operating Certification of Persons*; and

¹¹ But not limited only to training provided by the certifying organization or its affiliates.

¹² International Organization for Standardization

¹³ International Electrotechnical Commission

(C) a written statement, signed by the certifying organization's representative(s) having the authority and legal responsibility for operation of the certifying organization, attesting that the certifying organization will implement its certification program in a manner meeting or exceeding the criteria in subsection (b) and consistent with the application submitted to the State Water Board.

(2) adequately address each State Water Board comment and question concerning the application, and

(3) receive a written acknowledgment from the State Water Board that the application is complete:

(d) A certifying organization, accredited by the American National Standards Institute (ANSI) in accordance with ISO/IEC 17024, which complies with subsection (b), will be considered to be a State Water Board-recognized certifying organization. Beginning three years after the effective date of the CCCPH, only those specialists with a valid certification from an ANSI-accredited certifying organization shall satisfy subsection (a) and certifications obtained by organizations in accordance with subsection (c) will be invalid.

(e) This Article does not preclude a local health agency from maintaining a cross-connection control specialist certification program for specialists within the local health agency's jurisdiction. Using a specialist certified by a local health agency does not relieve a PWS from meeting the requirements of this Article.

(f) This Article does not preclude a PWS from disallowing the use of an individual cross-connection control specialist certified pursuant to this Article if the PWS has reason to believe a certified specialist may not be proficient in their knowledge of cross-connection control and the causes, effects, and prevention of backflow, or for any other reason (e.g., fraud, deceit, negligence, misconduct, etc.). A PWS must report any evidence of a specialist falsifying reports to that specialist's certifying organization.

(g) This Article is effective July 1, 2025.

Article 5 – Recordkeeping, Backflow Incident Response, and Notification

3.5.1 Recordkeeping

(a) Each PWS must maintain the following records:

- (1) The two most recent hazard assessments for each user premise, conducted pursuant to CCCPH section 3.2.1 (Hazard Assessment);
- (2) for each BPA, the associated hazard or application, location, owner, type, manufacturer and model, size, installation date, and serial number;
- (3) for each AG installation, the associated hazard or application and the location, owner, and as-built plans of the AG;
- (4) results of all BPA field testing, AG inspection, and swivel-ell inspections and field tests for the previous three calendar years, including the name, test date, repair date, and certification number of the backflow prevention assembly tester for each BPA field test and AG and swivel-ell;
- (5) repairs made to, or replacement or relocation of, BPAs for the previous three calendar years;
- (6) the most current cross-connection tests (e.g. shutdown test, dye test);
- (7) if a user supervisor is designated for a user premise, the current contact information for the user supervisor and water user, and any applicable training and qualifications as described by CCCPH section 3.2.2(f);
- (8) descriptions and follow-up actions related to all backflow incidents;
- (9) if any portion of the cross-connection control program is carried out under contract or agreement, a copy of the current contract or agreement;
- (10) the current Cross-Connection Control Plan as required in CCCPH section 3.1.4.; and
- (11) any public outreach or education materials issued as required in CCCPH section 3.1.3.(a)(9) for the previous three calendar years.

(b) All information in subsection (a) must be available to the State Water Board upon request.

3.5.2 Backflow Incident Response Procedure

Each PWS must include backflow incident response procedures in the Cross-Connection Control Plan required in CCCPH section 3.1.4. The PWS must describe its procedures for investigating and responding to suspected backflow incidents including, but not limited to, the following:

- (a) Consideration of complaints or reports of changes in water quality as possible incidents of backflow;
- (b) Water quality sampling and pressure recording; and
- (c) Documentation of the investigation, and any response and follow-up activities.

3.5.3 Backflow Incident Notification

(a) Each PWS must notify the State Water Board and local health agencies of any known or suspected incident of backflow within 24 hours of the determination. If required by the State Water Board, a PWS must issue a Tier 1 public notification pursuant to CCR, Title 22, Section 64463.1.

(b) If required by the State Water Board, the PWS must submit, by a date specified by the State Water Board, a written incident report describing the details and affected area of the backflow incident, the actions taken by the PWS in response to the backflow incident, and the follow up actions to prevent future backflow incidents. The written report must contain, at a minimum, the information requested in Appendix F.

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Appendix

Appendix A: Assembly Bill 1671 (2017, Chapter 533) and Assembly Bill 1180 (2019, Chapter 455).

Appendix B: ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4

Appendix C: Backflow Prevention Assembly Diagrams

Appendix D: High Hazard Premises

Appendix E: General Range of Knowledge for Cross-Connection Control Specialists

Appendix F: Example Backflow Incident Reporting Form

Appendix G: Related Statutes and Regulations

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Appendix A

Assembly Bill 1671 (2017, Chapter 533)
Assembly Bill 1180 (2019, Chapter 455)

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PLACEHOLDER – ADD PDFs HERE OF AB 1671 (3 PAGES) AND AB 1180 (3 PAGES) AND DELETE THIS PAGE. NEXT PAGE INTENTIONALLY BLANK.

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Appendix B

ASME A112.1.2-2012(R2017) Table 1,
Minimum Air Gaps for Generally used Plumbing
Fixtures, page 4

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Appendix B
ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing
Fixtures,¹ page 4

TABLE 1
Minimum Air Gaps for Generally used Plumbing Fixtures⁴

FIXTURES	WHERE NOT AFFECTED BY SIDEWALLS ¹ (inches)	WHERE AFFECTED BY SIDEWALLS ² (inches)
Effective opening ³ not greater than ½ of an inch in diameter	1	1½
Effective openings ³ not greater than ¾ of an inch in diameter	1½	2¼
Effective openings ³ not greater than 1 inch in diameter	2	3
Effective openings ³ greater than 1 inch in diameter	Two times the diameter of effective opening	Three times the diameter of effective opening

For SI units: 1 inch = 25.4 mm

Notes:

¹ Sidewalls, ribs, or similar obstructions do not affect air gaps where spaced from the inside edge of the spout opening at a distance exceeding three times the diameter of the effective opening for a single wall, or at a distance exceeding four times the effective opening for two intersecting walls.

² Vertical walls, ribs, or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening other than specified in Footnote 1 above. The effect of three or more such vertical walls or ribs has not been determined. In such cases, the air gap shall be measured from the top of the wall.

³ The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing that feeds the device or outlet. Where two or more lines supply one outlet, the effective opening shall be the sum of the cross-sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.

⁴ Air gaps less than 1 inch (25.4 mm) shall be approved as a permanent part of a listed assembly that has been tested under actual backflow conditions with vacuums of 0 to 25 inches of mercury (85 kPa).

¹ Reprinted from ASME A112.1.2-2012(R2017), by permission of The American Society of Mechanical Engineers. All rights reserved

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Appendix C

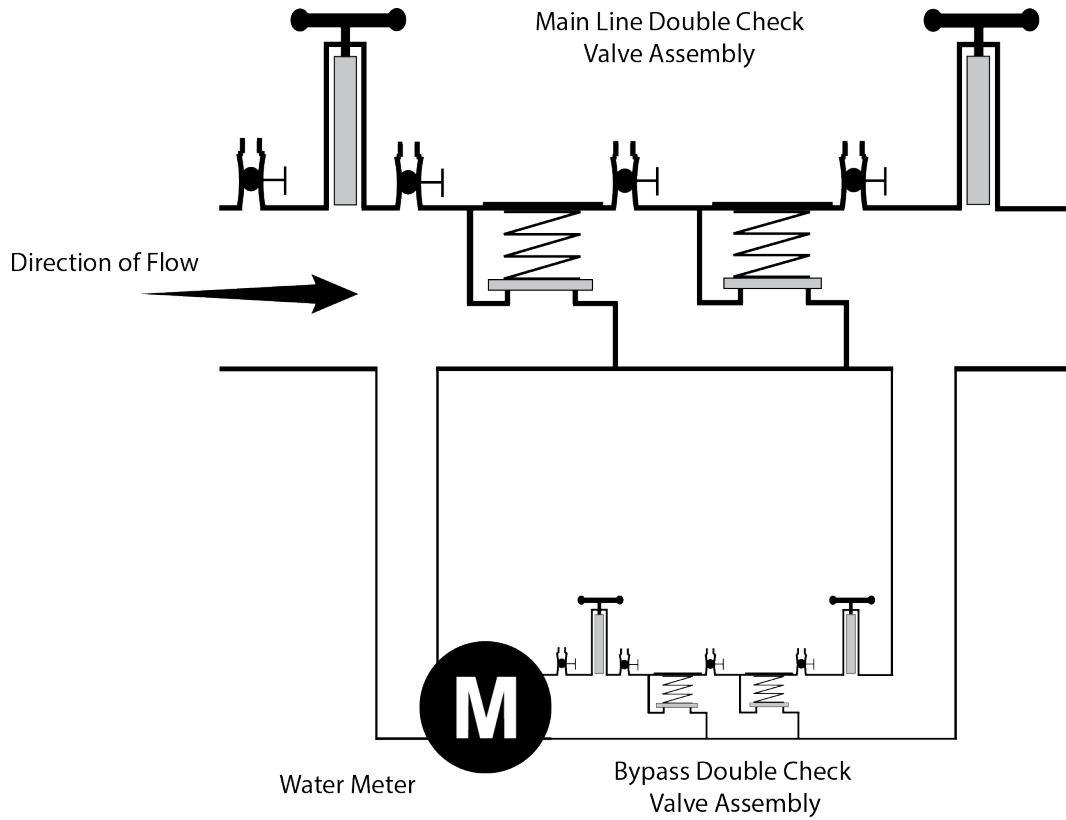
Backflow Prevention Assembly Diagrams

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Appendix C

Diagram 1

Double check detector backflow prevention assembly¹

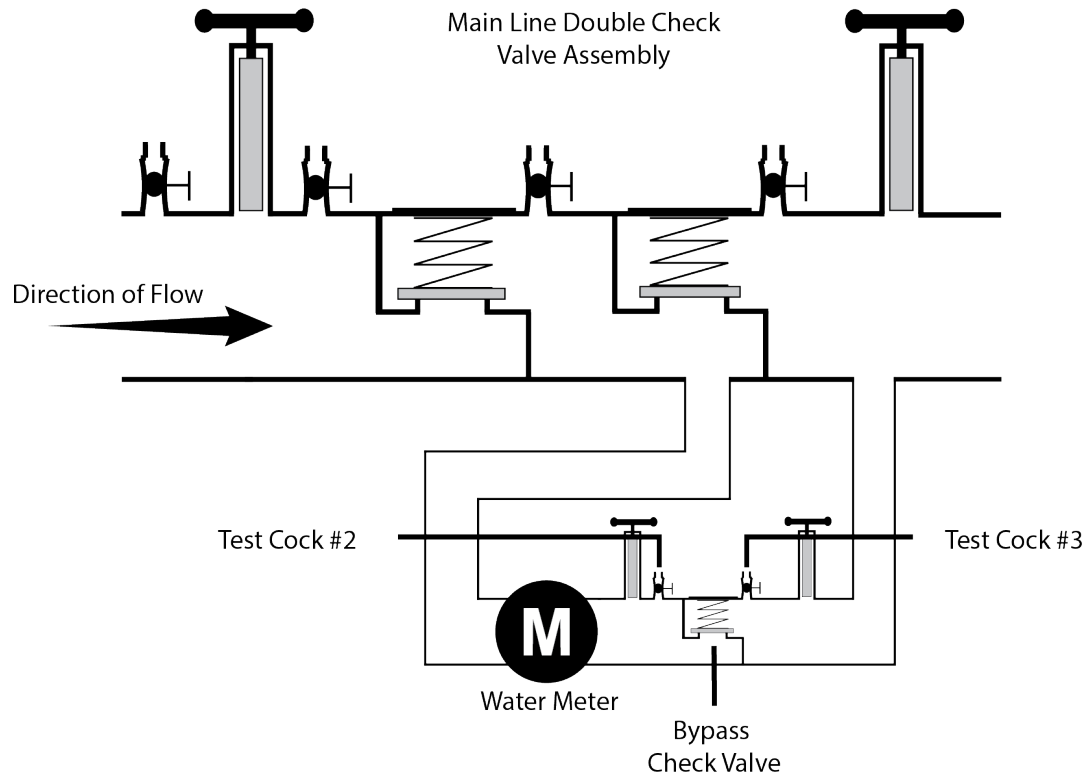


¹ © 2023 University of Southern California. Used with permission.

Appendix C

Diagram 2

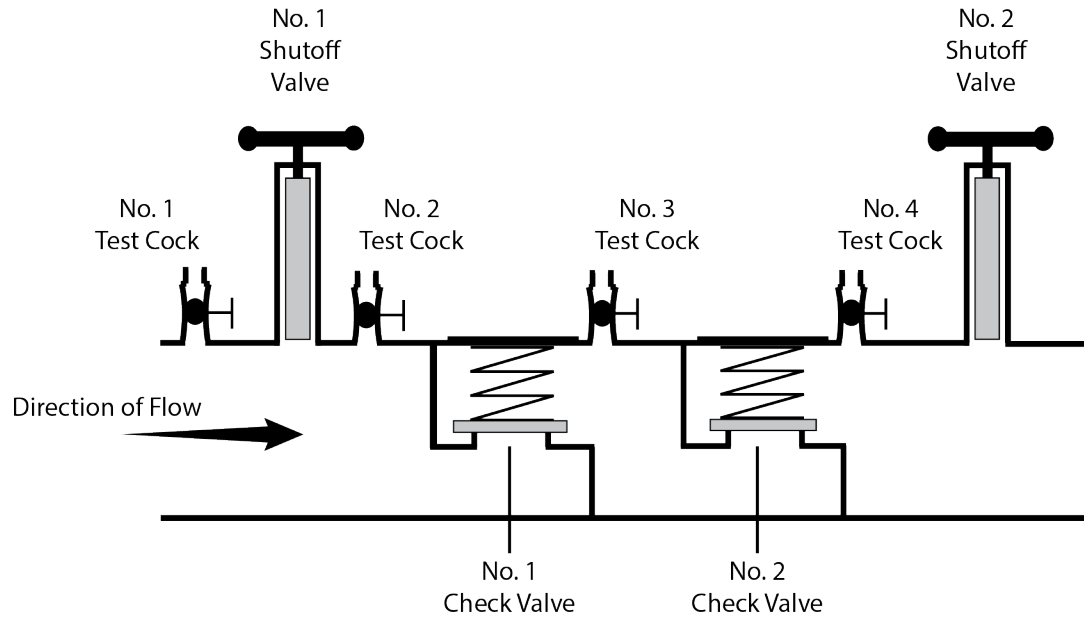
Double check detector backflow prevention assembly – type II ²



² © 2023 University of Southern California. Used with permission.

Appendix C

Diagram 3
Double check valve backflow prevention assembly³

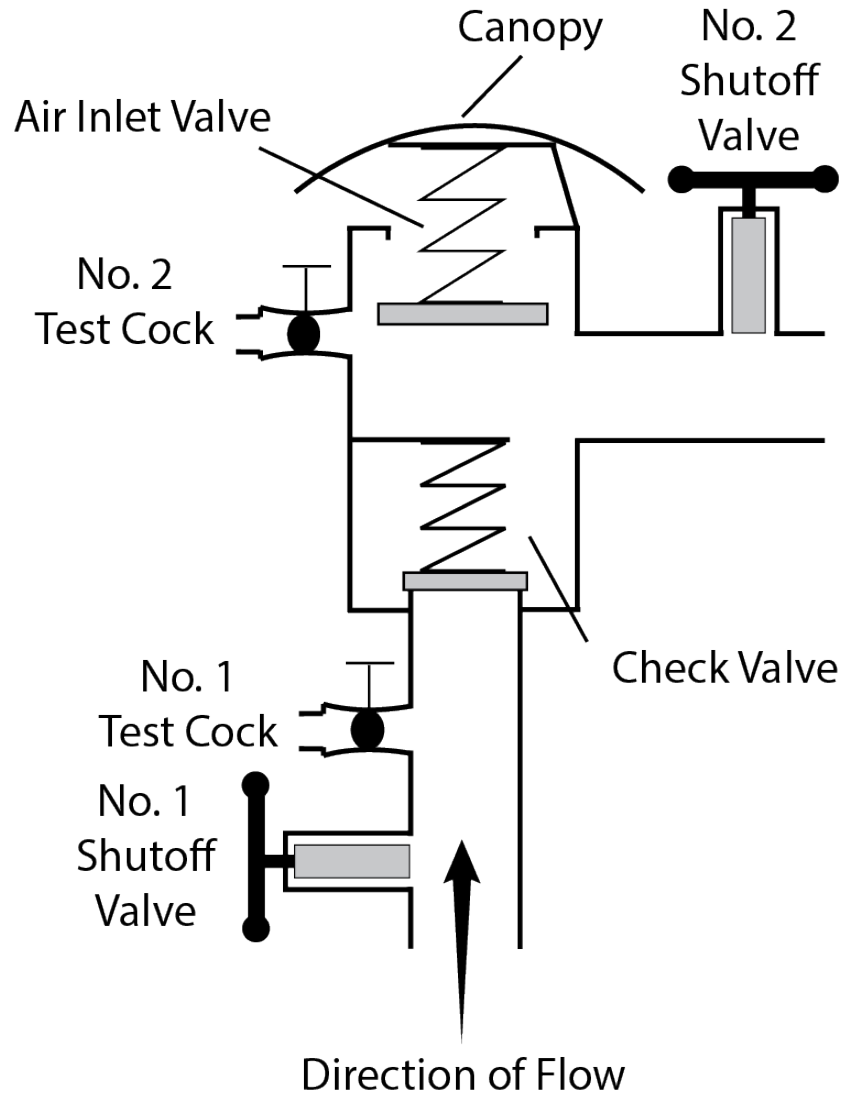


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Appendix C

Diagram 4

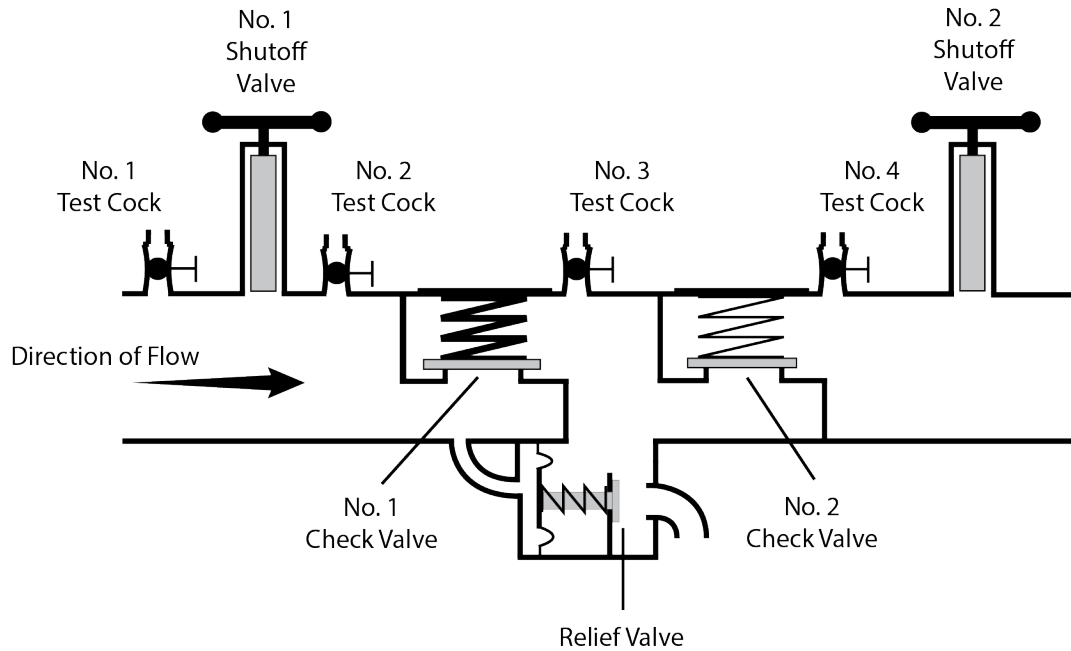
Pressure vacuum breaker backsiphonage prevention assembly⁴



⁴ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 5
Reduced pressure principle backflow prevention assembly⁵

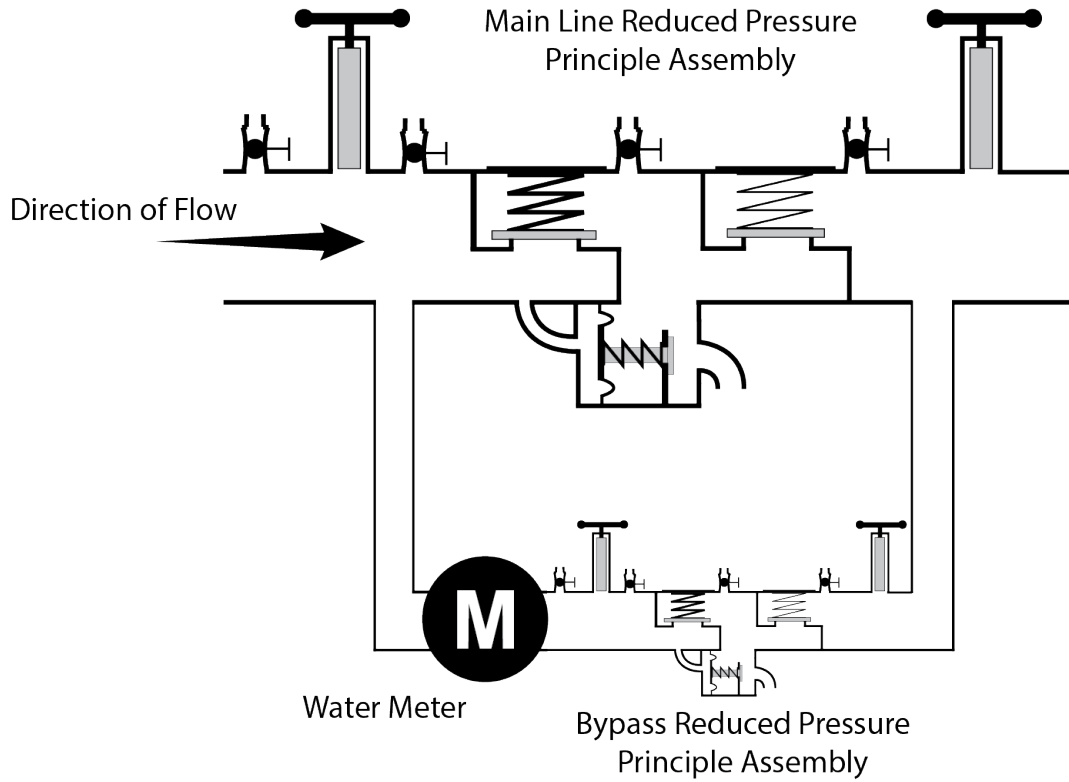


⁵ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 6

Reduced pressure principle detector backflow prevention assembly⁶

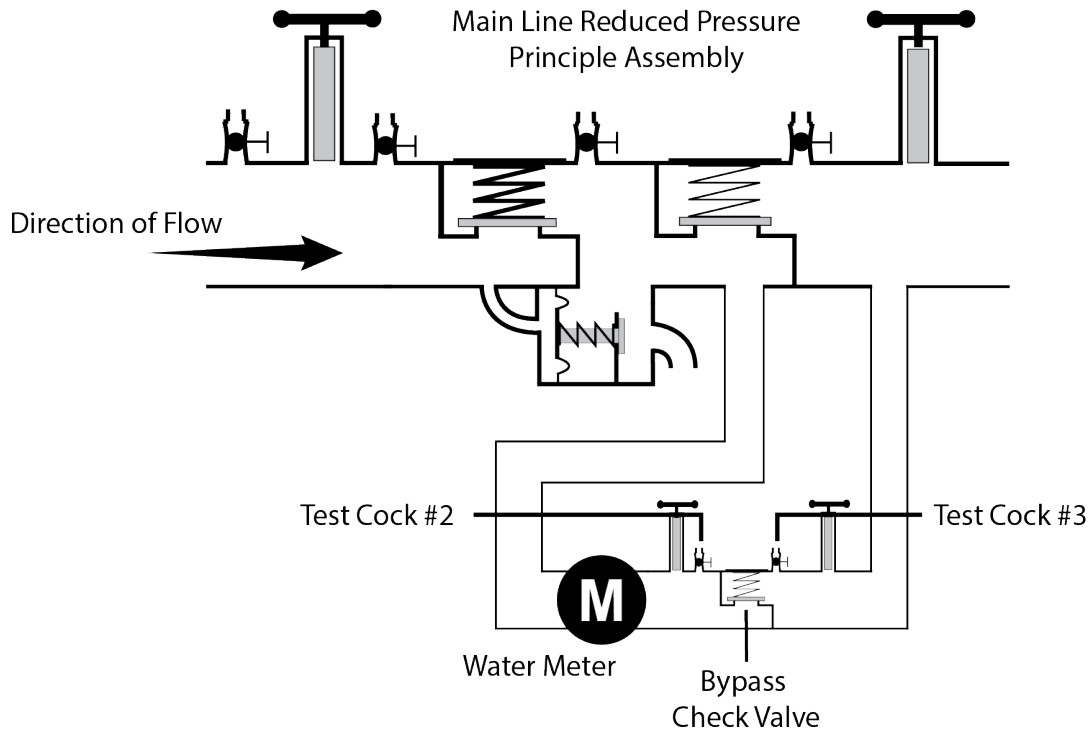


⁶ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 7

Reduced pressure principle detector backflow prevention assembly – type II⁷

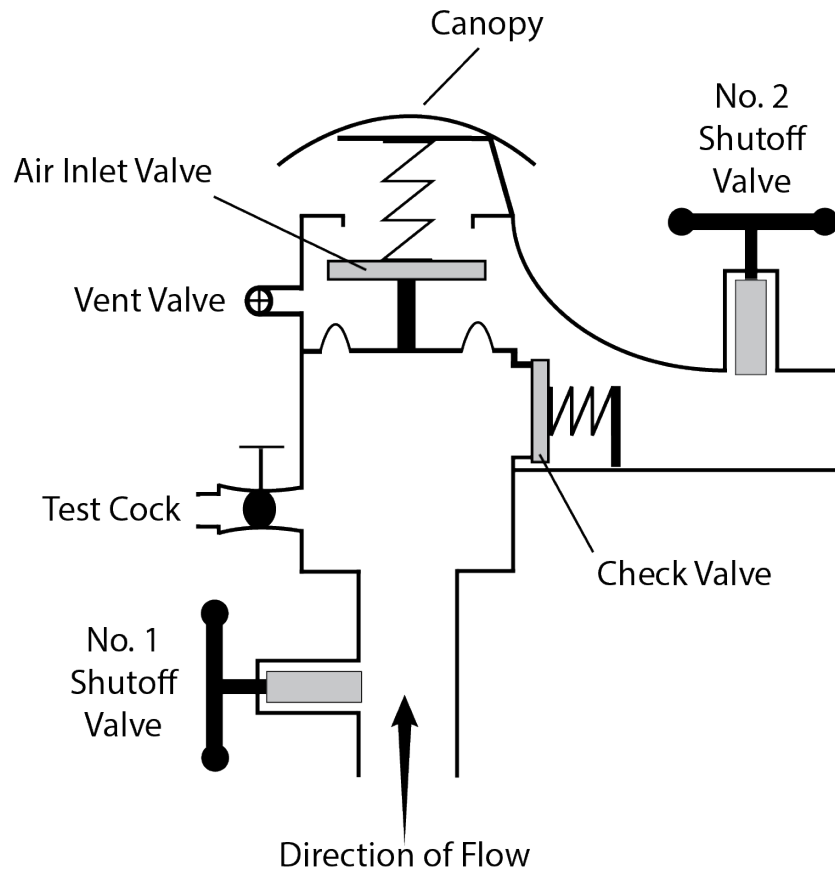


⁷ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 8

Spill-resistant pressure vacuum breaker backsiphonage prevention assembly⁸



⁸ © 2023 University of Southern California. Used with permission

Appendix C

Swivel-Elb Design and Construction Criteria

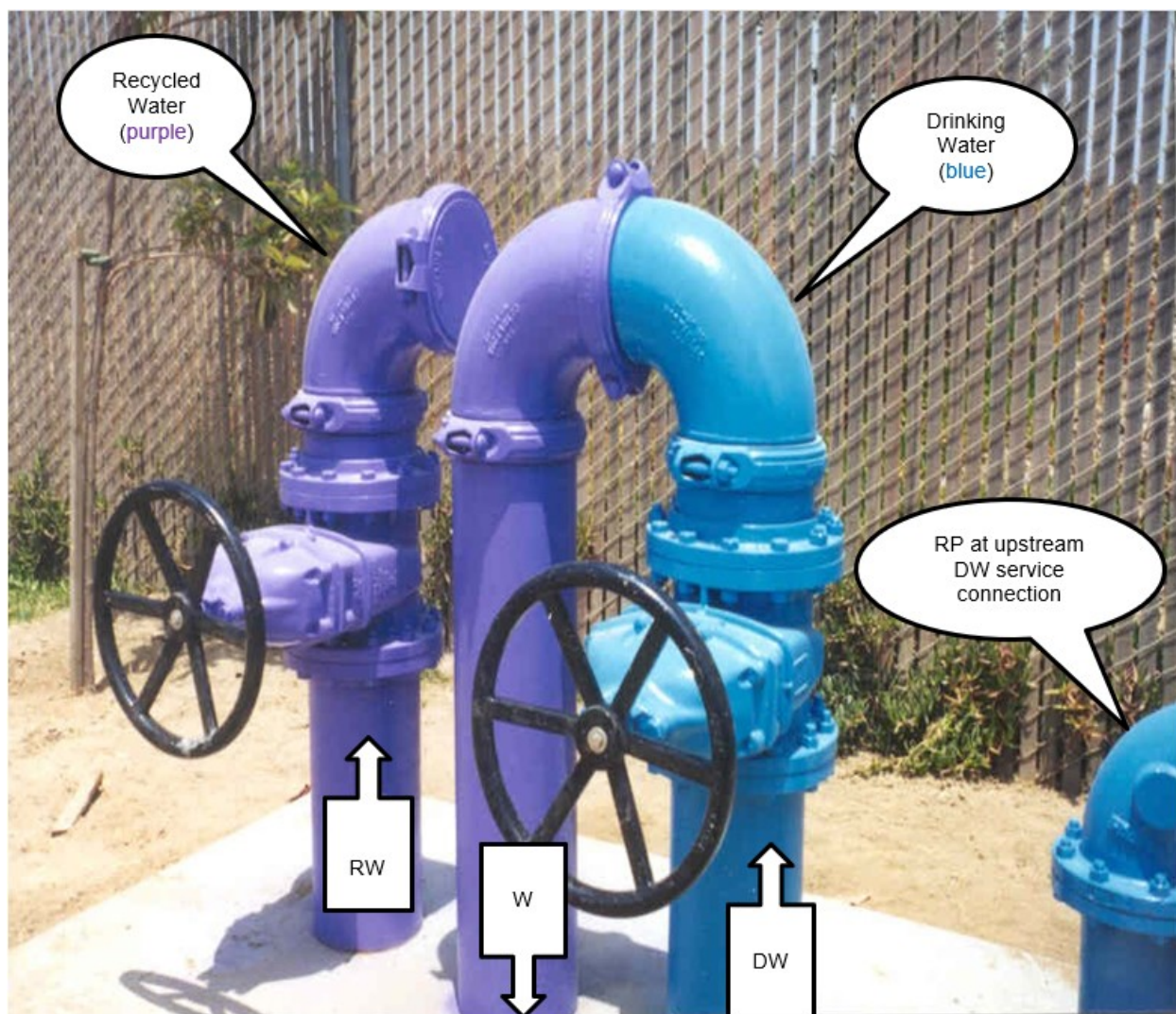
The criteria below, in conjunction with the swivel-elb diagrams that follow (Diagrams 9a and 9b), are **minimum** acceptable design and construction-related requirements for utilizing a swivel-elb. For restrictions and allowances for utilizing a swivel-elb, see CCCPH section 3.2.2.

- A. Prior to operation of a swivel-elb, the PWS will receive approval for the design and construction plans of that swivel-elb from the State Water Board.
- B. The drinking water supply must not, under any circumstances, be directly connected to the recycled water supply, nor be designed such that the recycled water use site could be supplied concurrently by a recycled water supply and a drinking water supply.
- C. The drinking water supply line and the recycled water supply line must be offset (see Diagram 9b) in a manner that ensures a tee-connection, spool, or other prefabricated mechanical appurtenance(s) could not be readily utilized in lieu of the swivel-elb connection, nor result in the recycled water use site being supplied concurrently by recycled water and drinking water.
- D. The recycled water supply line used in conjunction with the swivel-elb must be the only recycled water supply to the recycled water use area.
- E. The swivel-elb must be located as close as practical to the public water system service connection, with the swivel-elb connection being located as close as practical to the RP upstream of the swivel-elb.
- F. The swivel-elb must:
 - 1. be located above ground;
 - 2. be color-coded pursuant to section 116815 of the CHSC and its implementing regulations;
 - 3. include appropriate signage, as required by regulation and the State Water Board;
 - 4. be provided the security necessary to prevent interconnections, vandalism, unauthorized entry, etc.; and
 - 5. be provided with meters on both the recycled water service and drinking water service connections.

Legend for Diagram 9a and 9b (also see next page)

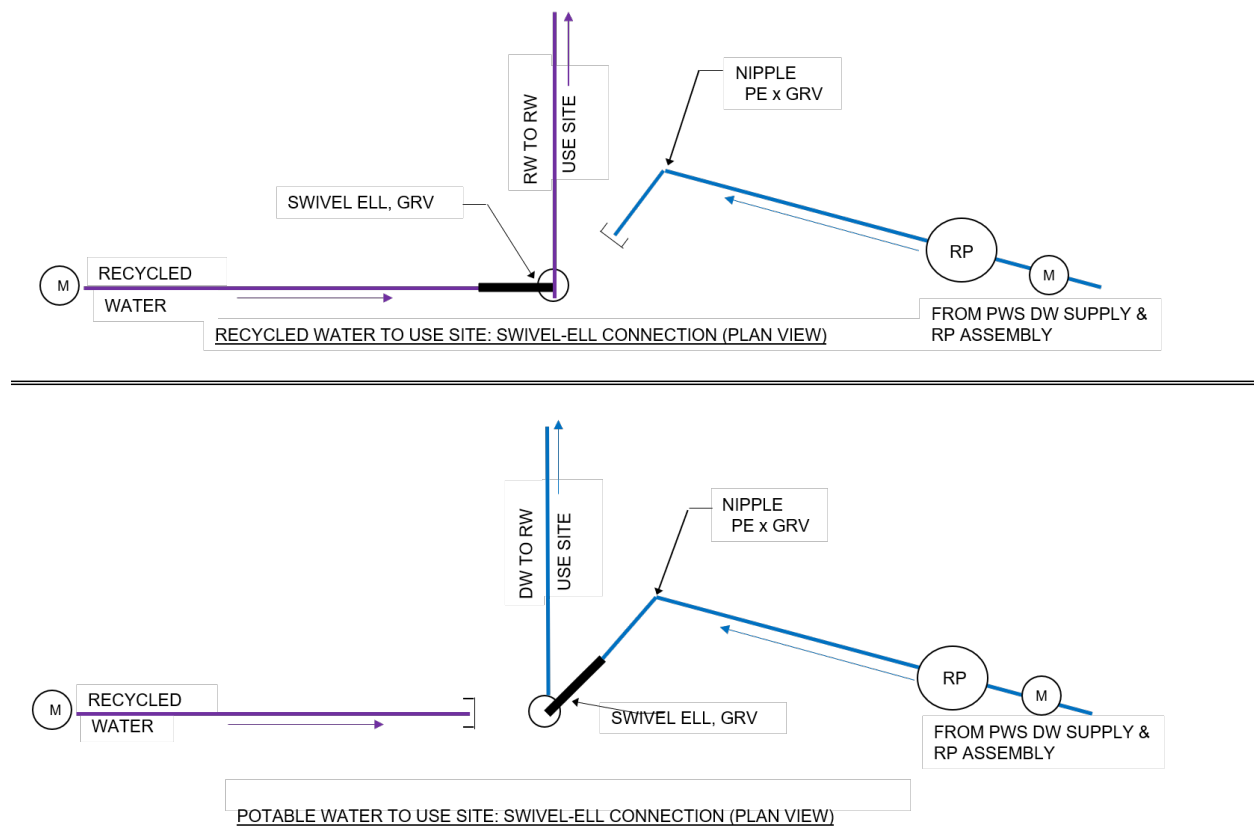
- RP = Reduced pressure principle backflow prevention assembly
- RW = Tertiary-treated recycled water originating from wastewater treatment facility
- DW = Drinking water originating from a public water system
- W = Water (tertiary recycled water or drinking water) to use site. As pictured, configured for supplemental drinking water to the use site.
- M = Meter (*next page*)
- PE = Plain End (*next page*)
- GRV = Groove (*next page*)
- PWS = Public Water System (*next page*)

Diagram 9a: Example Swivel-Ell Pictorial (also see Plan View Schematics)



Note: The RP, a required component of an acceptable swivel-ell, is not shown in the picture.

**Diagram 9b: Swivel-ELL Typical Plan View Schematics
(not intended to be an exact portrayal of the pictorial)**



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Appendix D

High Hazard Premises

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APPENDIX D

HIGH HAZARD CROSS-CONNECTION CONTROL PREMISES

The list below identifies premises that require backflow protection provided by an air gap or a reduced pressure principle backflow prevention assembly, unless noted otherwise. The list below is not intended to be all-inclusive. A PWS, State Water Board, or local health agency may require an AG, RP, or both to protect a PWS from other hazards not listed below and identified in premises through the hazard assessment completed in CCCPH Chapter 3, section 3.2.1. A PWS may reduce or increase the minimum protection required for a previously hazard-assessed user premise following a hazard reassessment as described in CCCPH Chapter 3, section 3.2.1.

1. Sewage handling facilities
2. Wastewater lift stations and pumping stations
3. Wastewater treatment processes, handling, or pumping equipment that is interconnected to a piping system connected to a PWS (+)
4. Petroleum processing or storage plants
5. Radioactive material storage, processing plants or nuclear reactors
6. Mortuaries
7. Cemeteries
8. Sites with an auxiliary water supply interconnected with PWS (+)
9. Sites with an auxiliary water supply not interconnected with PWS
10. Premises with more than one connection to the PWS (++++)
11. Recycled water (++)(+++)
12. Recycled water interconnected to piping system that contains water received from a PWS (+)
13. Graywater systems, as defined in California Water Code Section 14876, that are interconnected to a piping system that is connected to a PWS
14. Medical facilities
15. Kidney dialysis facilities
16. Dental office with water-connected equipment
17. Veterinarian facilities
18. Chemical plants
19. Laboratories
20. Biotech facilities
21. Electronics manufacture
22. Dry cleaner facilities
23. Industrial or commercial laundry facilities
24. Metal-plating facilities
25. Business park with a single meter serving multiple businesses
26. Marine-port facilities
27. Car wash facilities
28. Mobile home park, RV park, or campgrounds with RV hookups

- 29. Hotels/motels
- 30. Gas stations
- 31. Fire stations
- 32. Solid waste disposal facilities
- 33. Pet groomers
- 34. Agricultural premises
- 35. Hazard assessment access denied or restricted
- 36. Railroad maintenance facilities
- 37. Incarceration facilities (e.g. prisons)
- 38. Temporary connections to fire hydrants for miscellaneous uses, including construction
- 39. Private water distribution mains
- 40. Drinking water storage tank overflow connected to a sump or storm drain (+)
- 41. Airports

(+) Premise isolated by air gap only except as allowed through CCCPH Section 3.2.2(c)

(++) Dual-plumbed use areas established per CCR Title 22, Section 60313 through 60316.

(+++)
Residences using recycled water for landscape irrigation as part of an approved dual plumbed use area established pursuant to CCR Title 22, sections 60313 through 60316 shall use, at a minimum, a DC. If the water supplier is also the supplier of the recycled water, then the recycled water supplier may obtain approval of the local public water supplier or the State Water Board, to utilize an alternative backflow protection plan that includes an annual inspection of both the recycled water and potable water systems and an annual cross-connection test of the recycled water and potable water systems pursuant to subsection 60316(a) in lieu of any BPA.

(++++)
All connections must receive at least the same level of protection excluding fire protection when connected to the PWS distribution system (e.g. if one connection requires an RP then all connections must have RPs installed).

Appendix E

General Range of Knowledge for Cross- Connection Control Specialists

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APPENDIX E

General Range of Knowledge for Cross-Connection Control Specialists

To effectively prevent unintended backflow into a PWS's distribution system, it is necessary for a cross-connection control specialist to have an understanding of a range of subjects related to cross-connection control. This appendix provides a list of such subjects.

This appendix is not meant to preclude instruction of additional subjects that may be necessary or beneficial to the goal of a prospective or existing cross-connection control specialist in being proficient in protecting public health from backflow through cross-connection control measures. Emphasis on particular subjects should be in a manner that best achieves that goal.

(a) GENERAL

- (1) Cross-connection control terminology.
- (2) The history leading to the need for cross-connection control, including causes, impacts, including but not limited to:
 - (A) potable water distribution systems;
 - (B) examples of backflow incidents and actual or potential public health impacts; and
 - (C) evolution of methods of cross-connection control and backflow prevention assemblies.
- (3) Hydraulics (general) – An understanding of hydraulic gradients, pressure variations, flow rates, temperature, the properties of water, backsiphonage, backpressure, and other elements necessary to understand the causes for backflow.
- (4) Public outreach – How to appropriately convey the value of cross-connection control to PWS personnel and the public.

(b) LAWS, REGULATIONS, AND GUIDANCE

- (1) Federal – Applicable federal laws, regulations, and guidance.
- (2) State – California laws and regulations, including, but not limited to, the State Water Resources Control Board's most recent edition of its *Cross-Connection Control Policy Handbook* and other requirements related to cross-connection control.
- (3) Local – An understanding of the need to ensure local requirements are considered and how best to find such requirements.

(c) HAZARD ASSESSMENTS AND METHODS TO PREVENT BACKFLOW

A comprehensive understanding of how to conduct cross-connection surveys of water systems for the purpose of identifying cross-connections, assessing hazards, and identifying the most effective and legally appropriate methods for protection from backflow. At a minimum, the following topics should be considered to achieve such an understanding:

(1) Surveys:

- (A) Preparation (e.g., authority, notification, prioritizing customers/premises, coordinating with public water systems, etc.);
- (B) Design and as-built drawings related to water supply and cross-connection control;
- (C) Public water system schematics;
- (D) How to identify existing and new construction, with an understanding of how construction may impact backflow protection;
- (E) How to identify cross-connections (actual and potential);
- (F) How to identify and differentiate between high hazard and low hazard cross-connections; and
- (G) Problems associated with multi-story buildings, multiple service connections at a premises, typical water-use equipment, etc., and varying types of water service, including irrigation, recycled water, gray water, fire prevention systems, and dual plumbed premises.

(2) Assessing Hazards:

- (A) Identifying and differentiating between premises activities leading to high hazard cross-connections and low hazard cross-connections (for examples of high hazard activities, see Appendix D); and
- (B) Understanding potential public health impacts from backflow associated with the problems in section (c)(1)(G) of this appendix.

(3) Assemblies and Methods for Backflow Prevention:

- (A) A comprehensive understanding of approved methods for cross-connection control and preventing backflow with respect to an assessed hazard;
- (B) Identifying unapproved methods for cross-connection control and preventing backflow;
- (C) An understanding of components, design and operation, proper installation and location of backflow prevention assemblies, including air gaps, and backflow prevention assembly field test methods, field test results, and the assessment of air gaps; and
- (D) Identifying unapproved assemblies, as well as those assemblies whose operation and/or state of repair necessitates replacement with an approved assembly.

(d) CROSS-CONNECTION CONTROL PROGRAMS

A comprehensive understanding of the development, elements, and administration of cross-connection control programs, including, but not limited to:

- (1) An ability to assess the federal, state, and local requirements applicable to a public water system's cross-connection control program, such that adherence to the cross-connection control program would result in compliance with the requirements;
- (2) The roles, responsibilities, and authority of individuals and entities involved in the critical elements of a successful plan for cross-connection control (see CCCPH section 3.1.4); and
- (3) The ability to assess the components of a public water system's Cross-Connection Control Plan (see CCCPH section 3.1.4) that best assures the prevention of undesired backflow into the public water system's distribution system, and to communicate deficiencies to public water system personnel.

(e) CROSS-CONNECTION TESTS

A comprehensive understanding of:

- (1) The purpose of a cross-connection test and when a cross-connection test should be performed;
- (2) The ability to develop protocols and make arrangements for cross-connection tests, and subsequently oversee and/or perform such cross-connection tests, in a manner that determines whether interconnections exist between unapproved sources and approved water supplies; and
- (3) Follow-up actions and notifications if a cross-connection test indicates an interconnection.

(f) RECORDKEEPING AND INCIDENT RESPONSE

A comprehensive understanding of:

- (1) The agencies and authorities to be notified in the event of a backflow incident;
- (2) How to determine the cause of a backflow incident and the actions necessary to prevent similar incidents in the future;
- (3) How to properly document a backflow incident, including but not limited to the information in the example backflow incident response form in Appendix F; and
- (4) How to properly document the elements associated with surveys and hazard assessments, including those identified in section (c) of this appendix.

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Appendix F

Example Backflow Incident Reporting Form

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BACKFLOW INCIDENT REPORT FORM

Water System: _____

Water System Number: _____

Incident Date: _____

Incident Time (if known): _____

Incident Location: _____

How was the incident discovered?

Backflow Originated from:

Premise Location: _____

Address: _____

Premise Contact Person: _____ Title: _____

Phone: _____ Email: _____

Connection Type: (please check one)

☐ Industrial ☐ Commercial ☐ Single-Family Residential ☐ Multi-Family Residential

☐ Irrigation ☐ Recycled Water ☐ Water System Facility

☐ Other: _____

Description and source of backflow substance (please be as descriptive as possible):

If available, please attach an MSDS or other chemical description form

Was the backflow fluid contained within the user side? YES ☐ NO ☐

Estimated Number of Affected Persons: _____

Number and description of consumer complaints received:

Did any consumers report illness? Please describe.

If applicable, please describe the consumer notification:

INVESTIGATION

Please describe the water system investigation including time frames:

What was the area system pressure? _____

Is this within typical range: YES ☐ NO ☐ - typical pressure: _____

Was a sample of the water contaminated by the backflow incident collected and stored before flushing? YES ☐ NO ☐

Please describe all sampling:

DDW recommends laboratory or field sampling for the following parameters: total coliform, E. coli, free and total chlorine residual, pH, odor, turbidity, temperature, and color. Additional sampling should be collected at the PWS and regulatory agency's discretion.

CORRECTIVE ACTIONS

Please describe the corrective actions taken by the water system:

Was the chlorine residual increased after discovery of backflow incident? YES ☐ NO ☐

Date of the last cross-connection control hazard assessment of the premise with the backflow incident conducted: _____

Did the premise have backflow prevention assemblies? YES ☐ NO ☐

Date of most recent backflow prevention assembly test(s): _____

When was the Division of Drinking Water or Local County Health office notified?

Date: _____ Time: _____ Contact Person: _____

Was the Division or Local County Health notified within 24 hours? YES ☐ NO ☐

Other agencies or organizations contacted?

CERTIFICATION

Name: _____ Job Title: _____

Certification(s): _____

Please list all cross-connection control related certifications including number and expiration date

I certify that the forgoing information is true and correct to the best of my ability.

Signature: _____ Date: _____

Attach the following applicable documentation

1. Laboratory Test Results
2. Sketch of the cross-connection and modifications
3. MSDS or chemical information forms if chemical hazard is known
4. Applicable backflow assembly test reports including the most recent test before the incident
5. Other relevant supporting documentation

Appendix G

Related Statutes and Regulations

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The following laws and regulations are considered related or tangential to the CCCPH, and are included in a descriptive format to provide additional, relevant background information

California Laws and Regulations

In addition to the California SDWA statutory requirements cited in CCCPH Chapter 1, section 1.3.1, California has statutes addressing certain authorities and requirements that may have influenced the CCCPH or may otherwise be of interest.

- Urban and community water systems must have a written policy on discontinuation of residential service for nonpayment and must not discontinue residential service for nonpayment if certain conditions are met. (CHSC sections 116900 – 116926)
- Senate Bill 1263 (2017) requires that before a person submits an application for a permit for a proposed new public water system, the person shall first submit a preliminary technical report which must include a cost comparison of a new public water system and consolidations with an existing system. (CHSC section 116527)
- Effective June 24, 2015, Senate Bill 88 (SB 88) (Statutes 2015, Chapter 27) added sections 116680-116684 to the CHSC, allowing the State Water Board to require certain water systems that consistently fail to provide safe drinking water to consolidate with, or receive an extension of service from, another public water system. The consolidation can be physical or managerial.
- Local health officers may maintain programs for the control of cross-connections by water users, within water users' premises, where public exposure to backflow may occur. Such programs may include water user premises inspections, collection of fees, certification of backflow prevention assembly¹ (BPA) testers, and other discretionary elements. Local health officer BPA tester certification standards must be consistent with the standards prescribed in the CCCPH. Water users are required to comply with all orders, instructions, regulations, and notices from the local health officer regarding installation, testing, and maintenance of a BPA. (CHSC sections 116800 - 116820).
- Pursuant to the California Building Standards Law (CHSC sections 18901 - 18949.31), the California Building Standards Commission (CBSC) must administer the processes related to the adoption, approval, and publication of regulations referred to as the California Building Standards Code (Title 24, California Code of Regulation). Title 24 serves as the basis for the minimum design and construction

¹ California statutes use a variety of terms when referencing a 'backflow prevention assembly' (e.g., backflow protective device, backflow protection equipment, backflow prevention device, backflow or back siphonage protection device, backflow preventer, or backflow device). For consistency with industry terminology, 'backflow prevention assembly' is used in the CCCPH, unless directly quoted otherwise.

of buildings in California and includes the California Plumbing Code (Part 5 of Title 24), which contains requirements pertaining to cross-connection control and backflow prevention.

- A BPA intended to convey or dispense water for human consumption via drinking or cooking must meet California’s “lead free” requirements. (CHSC section 116875)
- Limits are established for the installation of backflow protection equipment where automatic fire sprinkler systems are utilized. (CHSC section 13114.7)²
- Cross-connection control must be addressed in engineering reports that are required (CCR Title 22, section 60323) for recycled water projects. (Wat. Code section 13552.8)
- If a public agency requires the use of recycled water for toilet and urinal flushing in a structure (except certain mental health facilities), the public health agency must prepare an engineering report that addresses cross-connection control. (Wat. Code section 13554)
- Prior to indoor use of recycled water in a condominium project, the entity delivering the recycled water must submit a report, for State Water Board³ approval, and include the following related to cross-connection control (Wat. Code section 13553(d)(1)):
 - The condominium project must be provided with a backflow prevention assembly approved by the State Water Board.
 - The backflow prevention assembly must be inspected and tested annually by a certified tester.
 - The condominium project must be tested by the recycled water agency or local agency at least once every four years for indications of possible cross-connections between the condominium’s potable and non-potable systems.
- California’s Department of Water Resources was required to convene a task force, known as the 2002 Recycled Water Task Force, to identify constraints, impediments, and opportunities for the increased use of recycled water and report

² CHSC section 13114.7 historically provided potential limits for backflow prevention assemblies on fire sprinklers. Even though current standards differ from the language stated in CHSC section 13114.7, it is still being provided as a historical reference as there may still be installations with the now outdated limits established in section 13114.7

³ The California Department of Public Health’s authority and responsibility pertaining to this reference was transferred to the State Water Board via Senate Bill 861 (2014, Chapter 35). As such, applicable statutory mandates that may refer to “California Department of Public Health” or “Department” may be referred to as “State Water Board” in this document.

to the Legislature by July 1, 2003. The task force was also asked to advise and make recommendations concerning cross-connection control, including the applicability of visual inspections instead of pressure tests for cross-connections between potable and non-potable water systems. (Wat. Code section 13578(b)(1). The final report⁴ provided the following recommendations to the State Water Board – Division of Drinking Water (Division):

- Prepare guidance on dual plumbed regulations (22 CCR sections 60313-60316) consistent with Appendix J of plumbing code (Chapter 15 of 2019 California Plumbing Code, formerly Chapter 16A).
- Support thorough assessment of risk associated with cross-connections between disinfection tertiary recycled water and potable water.
- Ensure uniform interpretation of cross-connection control requirement of Title 22 regulations (recycled water) and Title 17 (cross-connection control regulations)
- Recommend stakeholders to review draft Title 17 regulations.
- A person engaged in the salvage, purchase, or sale of scrap metal who knowingly possesses a backflow prevention assembly (or connections to the assembly or any part of the assembly), or who failed to report the possession of such items, which was previously owned by a utility or public agency, is guilty of a crime. (Pen. Code section 496e)
- Junk dealers or recyclers who possess a backflow prevention assembly (or connections to that assembly or any part of the assembly) without a written certification from the agency or utility owning or previously owning the assembly will be liable to the agency or utility for the wrongful possession. (Civ. Code section 3336.5 and, similarly, Bus. & Prof. Code section 21609.1)

Please note that a number of the codes, regulations, and statutes cited above are implemented under the authority of regulatory entities other than the State Water Board and would therefore be beyond the scope of this CCCPH. The intent of providing such citations is to increase general awareness with respect to other potential statutory requirements associated with cross-connection control. The list is not exhaustive and does not include other requirements that may exist, including those via regulations that may have been adopted by an appropriate regulatory entity.

Federal Laws and Regulations

⁴ California Department of Water Resources. (2003). *Water Recycling 2030: Recommendations of California's Recycled Water Task Force*

All suppliers of domestic water to the public are subject to regulations adopted by the U.S. Environmental Protection Agency (EPA) under the U.S. Safe Drinking Water Act (SDWA) of 1974, as amended (42 U.S.C. section 300f et seq.), as well as by the State Board under the California SDWA (Health & Saf. Code, div. 104, pt. 12, ch. 4, section 116270 et seq.). Additionally, the State Water Board has been delegated primacy - the responsibility and authority to administer U.S. EPA's drinking water regulations within California – on the condition that California adopt enforceable requirements no less stringent than U.S. EPA's.

The U.S. EPA currently has no distinct cross-connection control requirements that apply broadly to public water systems (PWS); however, the importance of cross-connection control is evident by the issue papers and guidance documents developed by U.S. EPA and their recognition that cross-connections and backflow represent a significant public health risk (see discussion in Chapter 2). Although U.S. EPA currently has no distinct cross-connection control requirements, the subject of cross-connection or backflow prevention assemblies is included in the U.S. SDWA and the Code of Federal Regulations (C.F.R.) in relation to PWS, including the following:⁵

- If used exclusively for non-potable services, a backflow prevention assembly (BPA) is exempt from the federal lead prohibitions. (42, U.S.C. section 300g)
- Allows increasing disinfectant concentrations in a PWS distribution system in the event of a cross-connection (backflow) event. (40 C.F.R. section 141.130(d))
- Proper maintenance of the distribution system, including cross-connection control, is identified as a best available technology (BAT) for microbial contaminant control. (40 C.F.R. section 141.63(e))
- Under the federal Revised Total Coliform Rule, a PWS having a cross-connection control program is one of the enhancements necessary to reduce monitoring for a PWS that had been under an increased monitoring frequency. (40 C.F.R. section 141.854(h)(2))
- Under the federal Revised Total Coliform Rule, a PWS having a cross-connection control program is a criterion for a state to allow a reduced monitoring frequency (40 C.F.R. section 141.855(d)(1))
- If a state allows the monitoring frequency reductions previously mentioned under the federal Revised Total Coliform Rule, a state is required to include in its primacy package to U.S. EPA how a PWS will be required to demonstrate cross-connection control. (40 C.F.R. section 142.16(q))

⁵ For requirements unrelated to cross-connection control, please consult California's laws and regulations specific to the topic of interest. California may have more stringent requirements (e.g., reduced monitoring allowed via federal regulations may be prohibited in California).

City of La Palma

Agenda Item No. 6



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Carlo Nafarrete, Public Works Supervisor

AGENDA TITLE: Authorize Budget Allocation for Sidewalk Condition Repairs

RECOMMENDED ACTION:

It is recommended that the City Council authorize a budget allocation in the amount not-to-exceed \$100,000.00 for Sidewalk Assessment and Repairs to the existing maintenance contract with Precision Concrete Cutting.

SUMMARY:

On May 2, 2023, the City Council awarded a Five-Year Maintenance Contract to Precision Concrete Cutting for sidewalk condition repairs for Fiscal Years 2023-28. Since 2023, Precision has successfully assessed, cut, and profiled trip hazards in several areas of the City in recent years, including Zones 5 and 6, as well as along all arterial streets and the Edison right-of way.

The proposed sidewalk trip hazard assessment and repairs includes prioritizing Zone 4, to compliment the upcoming Zone 4 Residential Slurry Seal Project this summer, as well as Zones 1 and 2. Should funds remain after the completion of Zones 4, 1, and 2, repairs will then extend into Zone 3 up to the extent of the budgeted project funds.

FISCAL IMPACT:

There is adequate funding in the FY 2024-25 Capital Improvement Plan under the Broken/Settled Curb & Gutter account (035-900-8140-00000).

ATTACHMENTS:

1. Precision Concrete Cutting - Proposal
2. CJPIA Master Services Agreement
3. CJPIA Master Services Agreement - CPI Increase - February 15, 2024



SIDEWALK PROPOSAL:

Presented to:
City of La Palma
7822 Walker Street,
La Palma, California 90623

CONTACT: Carlo Nafarrette
March 2025

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

COMMITMENT SUMMARY



COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.



A.D.A. COMPLIANCE

Patented technology that brings sidewalks into ADA compliance



CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.



SAFE

Decrease liability on your pedestrian walkways



DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.



LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.



FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



PROGRAM

Scope of Work Summary: City of La Palma Sidewalk Assessment and Repair Project

Objective: Precision Concrete Cutting will assess and repair sidewalk trip hazards in the City of La Palma, adhering to the budget and following the California Joint Powers Insurance Authority (CJPIA) recommended approach.

Approach:

- We will conduct a assessment of the city's sidewalks, building on past efforts where we assessed and repaired Zone 6 and select major streets tied to prior projects.
- For this year, we will prioritize assessments and repairs in the following order: Zone 4, Zone 1, Zone 2, and potentially Zone 3, if budget allows.
- Utilizing CJPIA pricing, the cost is bundled with sidewalk repairs, enabling us to monitor expenses in real-time as assessments progress.

Execution:

- We will begin with Zone 4, proceeding to Zone 1 and Zone 2, tracking sidewalk conditions and repair costs to ensure we remain within budget.
- If assessments indicate sidewalks are in good condition and funds remain, we will extend repairs into Zone 3.
- We anticipate completing Zones 4,1,2 while staying under budget, with the flexibility to adjust based on findings and available resources.

Goal: Deliver a safe, ADA-compliant sidewalk network by efficiently targeting priority zones, leveraging past work, and maintaining fiscal responsibility.

DO NOT EXCEED \$100,000.00

PROGRAM

Sidewalk Inspection Services and Responsibilities

1. CONTRACTOR shall inspect public right-of-ways designated on the maps.
2. CONTRACTOR shall determine tripping hazards, which shall include, but not be limited to:
 - a. Differential displacement between sidewalk sections ½" inch 2 ½"
 - b. Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
 - c. Deteriorated joints that have an eroded condition and are ½" wide or greater
3. CONTRACTOR shall record location of damaged sections in a GPS device.
4. Data entered into the GPS device shall be provided.
5. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition
 - b. Physical address and location including GPS location data
 - c. Size of hazards in height, length, and square foot
 - d. Probable cause of hazard, if evident
 - e. Pictures of damaged areas
 - f. Recommended action to be taken

Sidewalk Trip Hazard Removal and Responsibilities

1. CONTRACTOR shall be paid a fee for specialized trip-hazard repair service on lifted sidewalk with a difference in vertical elevation above ¼" to 2 ½".
2. The fee paid to CONTRACTOR for trip-hazard removal shall be charged on a cost per hazard category per 5 lineal feet location.

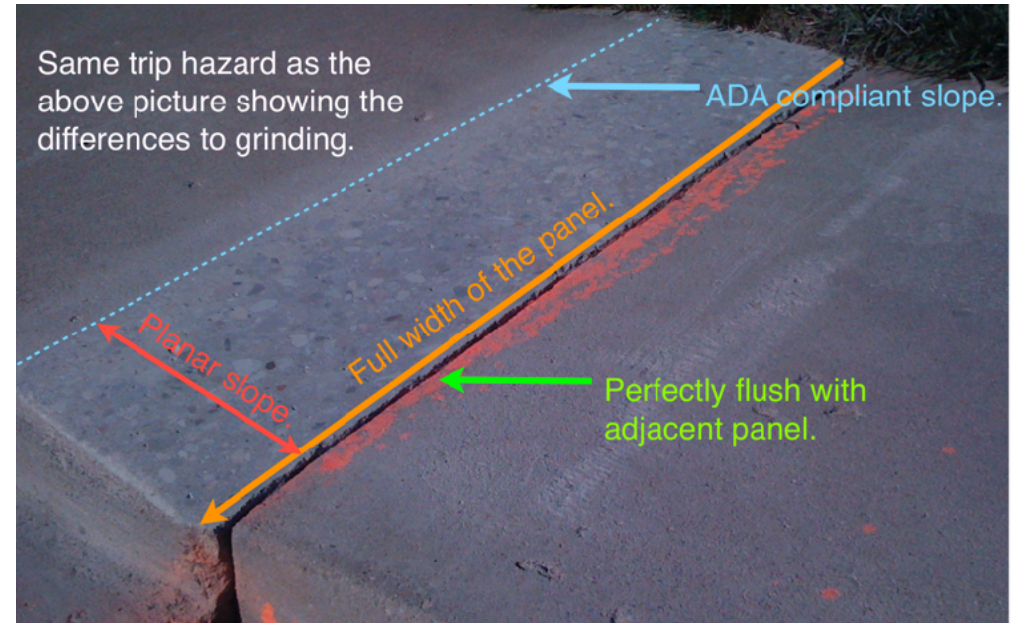
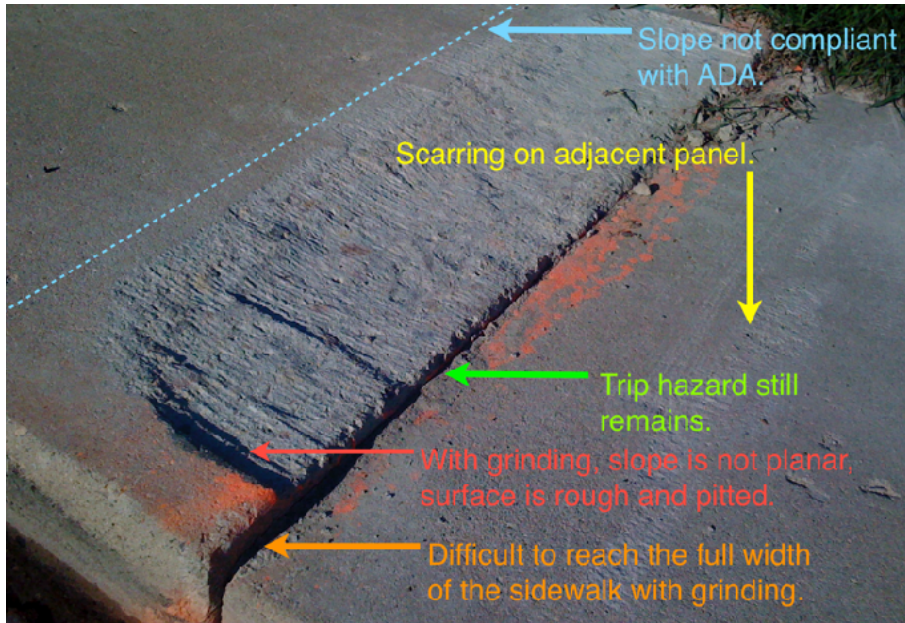
Uneven Sidewalk Repair with Sidewalk Assessment

Hazard Class	Less Severe 1/4" > to 1/2"	Severe 5/8" - 1"	Most Severe Above 1"	Lineal Ft. per LOC	Sq. Ft. per LOC
CJPIA MSA 2023	\$37.00	\$74.00	\$148.00	5	25 Sq Ft
CJPIA MSA 2024	\$38.11	\$76.22	\$152.44	5	25 Sq Ft

DO NOT EXCEED \$100,000.00

THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA compliant — a result you can't get with grinding. Plus, our method saves you money!



PRECISION CONCRETE CUTTING REPAIRS



PRECISION CONCRETE CUTTING REPAIRS



MASTER SERVICE AGREEMENT

This Master Services Agreement (AGREEMENT) made as of this date, February, 15, 2023, by and between Precision Concrete Cutting (“CONTRACTOR”) and The California Joint Powers Insurance Authority (“AUTHORITY”).

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow California JPIA members (“MEMBER”) access to professional sidewalk inspection and maintenance services.

Further, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR’s specific services are defined below, and are available to members on as as-needed basis; the exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBERS are responsible for initiating and requesting any work of CONTRACTOR.

Service Option 1

SIDEWALK ASSESSMENT SERVICES

CONTRACTOR will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of MEMBER with the agreement of both parties.

Sidewalk Assessment Fee Schedule

Cost Per Sidewalk Mile	Total Sidewalk Miles	Estimated Cost per Day	Estimated Man Days	Total Estimate Assessment Cost
\$455.00	TBD	\$1,000	TBD	\$ TBD

Sample Services and Responsibilities

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public right-of-ways designated on the maps.
3. CONTRACTOR shall use current ADA standards and Member standards in determining tripping hazards. These hazards shall include, but not be limited to:
 - a) Differential displacement between sidewalk sections 3/8 inch or greater
 - b) Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
 - c) Deteriorated joints that have an eroded condition and are 1/2 inch wide or greater
4. CONTRACTOR shall record location of damaged sections in a GPS device.

5. Data entered into the GPS device shall be provided in writing to the MEMBER.
6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition
 - b. Physical address and location including GPS location data
 - c. Size of the hazards in height, length, and square foot
 - d. Probable cause of the hazard, if evident
 - e. Pictures of damaged areas
 - f. Priority for repair; high, medium, low
 - g. Recommended action to be taken.
7. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Service Option 2

SIDEWALK TRIP HAZARD REMOVAL

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$31.00	\$62.00	\$125.00	5 lin. feet	25 sq. ft.

CONTRACTOR shall be paid a fee for specialized trip-hazard repair service on lifted sidewalk with a difference in vertical elevation above 1/4" to 2 1/2".

The fee paid to CONTRACTOR for trip-hazard removal shall be charged on a cost per hazard category per 5 lineal feet location. A removal of a trip hazard greater than 5 lineal feet shall be charged incremental cost per 5 feet location for the hazard class as follows:

Example: A less severe hazard (3/8" to 1/2" high) that is 7 lineal feet long shall be charged 2 locations (7 lineal feet = 5 feet + 2 feet) = \$31 x 2 locations = \$62.00

Sample Services and Responsibilities

1. CONTRACTOR shall repair sidewalk trip hazards above 1/4" and up to 2 1/2" in designated work areas as determined by the MEMBER.
2. CONTRACTOR shall remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving a zero point of differential between slabs.
3. CONTRACTOR shall not cause any damage to landscaping, trees, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If CONTRACTOR and/or CONTRACTOR's equipment does cause damage to above, the MEMBER must

be notified immediately and damages must be repaired at the CONTRACTOR's expense within 24 hours of the time the damage occurred.

4. CONTRACTOR shall completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
5. CONTRACTOR shall repair each sidewalk trip hazard without damage to adjacent slab(s) or curb(s).
6. CONTRACTOR shall cut dry with dust abatement mechanism. No water-cooling is allowed, which creates slurry and contaminates storm drains or causes excessive environmental impact.
7. CONTRACTOR shall submit an itemized summary of all repaired hazards which includes:
 - a. The specific hazard height – both high side and low side measurement – in 8ths of an inch
 - b. The actual length of the repair to the nearest ½ foot
 - c. The total width of actual repair to the nearest ½ foot
 - d. The square feet of the effective panel from joint to nearest joint or score line
 - e. The calculated unit for measurement shall be the square foot of the effected panel
 - f. The physical location (address) of each repair
 - g. Pictures of each repair as requested
 - h. Itemized cost of each repaired trip hazard
8. CONTRACTOR shall submit a detailed invoice setting forth the services performed, in accordance with the formula for saw-cutting calculations. All invoices must show the cut depth, size, length, width, square feet, address, the number of locations, and the date repaired for each hazard removal.

The billing unit for invoice calculation shall be the number of locations where one (1) location is up to 5 lineal feet.
9. CONTRACTOR shall guarantee specified repair slope (1:12 or 1:8 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, CONTRACTOR must repair to specification at no additional charge within 24 hours of discovery.
10. CONTRACTOR shall guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a co-efficient of friction of at least 0.6.
11. Method of trip-hazard removal shall entail precise saw-cutting performed with hand-held, electric-powered equipment, using a machined hub and flush-mounted, diamond-tipped blades. Must be capable of cutting at any angle and perform trip-hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, and next to fences and retaining walls or buildings.

12. CONTRACTOR shall make its best effort to notify residents 3 days in advance of any work and schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.

Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

13. CONTRACTOR shall take precautions during saw-cutting operations not to disfigure, scar, or impair the health of any tree on public or private property.

Service Option 3

SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

See sample services and responsibilities under respective sections in Service Option 1 and Service Option 2.

Service Option 4

FIVE-YEAR MAINTENANCE PROGRAM

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

Sample Sidewalk Survey Services and Responsibilities

1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
2. CONTRACTOR shall specify problems and recommend action to be taken.
3. CONTRACTOR shall prioritize the areas and problems to be resolved.
4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
6. CONTRACTOR shall recommend areas to be demolished and replaced.
7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition

- b. Physical address and location including GPS location data
- c. Size of the hazards in height, length, and square foot
- d. Probable cause of the hazard, if evident
- e. Pictures of damaged areas
- f. Priority for repair; high, medium, low
- g. Recommended action to be taken.
- h. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Sample Sidewalk Trip Hazard Removal Services and Responsibilities

- 1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
- 2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from above ¼ inch up to 2 ½ inches in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
- 3. The MEMBER shall set a fixed budget “not to exceed” per month, per quarter, or per year.
- 4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management

Sample Remove/Replacement Survey Reporting Services and Responsibilities

- 1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
- 2. CONTRACTOR shall identify remove and replacement locations to maximize the repair of locations that truly need to be replaced.
- 3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the effected panels to be replaced.
- 4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
- 5. CONTRACTOR shall provide monthly an in-depth report, audit-able for maintenance and risk management.

Bonding Requirements

Direct cost associated with any specific bonding requirements beyond the required Contractors License Bond including the cost of Performance Bond, Payment Bond, or any other additional bonding requirements are not included in the fee schedule listed above and will be added to the cost of the project.

CPI Escalation

The fees charged by Precision Concrete Cutting which are expressed as stated dollar amounts in this schedule shall be increased annually commencing on the one-year anniversary date of the Effective Date. Any increase must include written justification such as CPI figures and is subject to approval if it exceeds the annual 3% allowable increase.

Authorization

CONTRACTOR shall inspect and report only those sidewalk conditions and trip hazards as specified in the performance in this AGREEMENT, and therefore makes no representation that other trip hazards outside the scope of work have been identified. CONTRACTOR shall not be responsible for conditions outside the control of CONTRACTOR that have changed after completion of the inspections due to tree roots, water, settling, and other causes, and shall not be liable for any claims, losses, or damages arising from known or unknown trip hazards. Additionally, CONTRACTOR shall carry out authorized remediation and repair work as specified in the performance of this AGREEMENT, and based on locations either identified through their inspection process or identified separately from the CONTRACTOR'S inspection process. CONTRACTOR shall be responsible for removal of all trip hazards that have been identified and authorized through the performance of this AGREEMENT. CONTRACTOR shall not be responsible for trip hazards that arise after completion of the remediation and repair work as specified in the performance of this AGREEMENT due to conditions outside the control of the CONTRACTOR, such as tree roots, water, settling, and other causes.

FOR AUTHORITY:

Jonathan Shull

NAME

Chief Executive Officer

TITLE



SIGNATURE

February 7, 2023

DATE

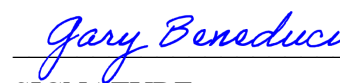
FOR CONTRACTOR:

Gary Beneduci

NAME

General Manager

TITLE



SIGNATURE

February 7, 2023

DATE



ADA Compliant Safe Sidewalks - Sidewalk Assessment Service – Uneven Sidewalk Repair

May 1, 2024

Abraham Han
Senior Risk Manager
California JPIA
8081 Moody Street
La Palma, CA 90623

Hello Abraham:

For your reference, we have implemented the annual 3% allowable price increase in the Master Service Agreement to offset the increase in the CPI, Prevailing Wage, fuel, and other costs incurred over the past year. This price increase will help us continue to provide the highest quality service to you and your members. Please see the breakdown below of the changes to our Schedule of Rates over the previous period. As per the agreement, this price increase is in effect for all quotations, contracts, and amendments beyond the one-year anniversary date of February 15, 2024.

Uneven Sidewalk Repair with Sidewalk Assessment

Hazard Class		Less Severe 1/4" > to 1/2"	Severe 5/8" - 1"	Most Severe Above 1"	Lineal Ft. per LOC	Sq. Ft. per LOC
CJPIA MSA 2023		\$37.00	\$74.00	\$148.00	5	25 Sq Ft
CJPIA MSA 2024		\$38.11	\$76.22	\$152.44	5	25 Sq Ft

Uneven Sidewalk Repair Only

Hazard Class		Less Severe 1/4" > to 1/2"	Severe 5/8" - 1"	Most Severe Above 1"	Lineal Ft. per LOC	Sq. Ft. per LOC
CJPIA MSA 2023		\$31.00	\$62.00	\$125.00	5	25 Sq Ft
CJPIA MSA 2024		\$31.93	\$63.86	\$128.75	5	25 Sq Ft

Survey Only		Per mile
CJPIA MSA 2023		455
CJPIA MSA 2024		468

I have attached a copy of the current 2023 Master Services Agreement for your reference.



Los Angeles/Central California
P: (888) 881-9816 F: (818) 698-8280
www.SafeSidewalks.com

We are very grateful to work with the CJPIA as your strategic partner and deeply appreciate your continued support and opportunity to work with you and your members. We look forward to continued progress in the coming year.

Please contact me immediately with any questions or concerns at 858-699-1089.

Yours sincerely;

Gary Beneduci

Gary Beneduci
General Manager
Precision Concrete Cutting
Los Angeles, Central Coast, Riverside, OC
888-881-9816 Office
858 699 1089 Cell

City of La Palma

Agenda Item No. 7



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Authorize a Landscape Maintenance Agreement with Caltrans for SR-91 Right-of-Way at Walker Street (Digital Display Billboard at 6951 Walker Street)

RECOMMENDED ACTION:

It is recommended that the City Council approve and authorize the execution of a Landscape Maintenance Agreement with the California Department of Transportation for the maintenance of landscape and irrigation for a portion of SR-91 Freeway Right-of-Way at Walker Street (Attachment 1).

ANALYSIS:

On December 12, 2023, the City Council approved a double-sided digital display billboard to be located on a portion of real property at 6951 Walker Street (APN 276-071-11). Pursuant to Resolution 2023-46 for Conditional Use Permit 390, Condition #8 states that prior to commencement of construction of the Digital Display Billboard, the Applicant shall obtain all required permits and approvals, including, but not limited to, securing a permit from the California Department of Transportation (Caltrans) and any encroachment permits as deemed necessary. The Applicant, Outfront Foster Interstate, proposes a similar landscape project that was completed in 2017 to increase visibility for the City's existing billboards and enhance the landscape frontage within the Caltrans public right-of-way.

To facilitate the Caltrans permit process, City staff submitted an encroachment permit application (Attachment 3) on behalf of Outfront Foster Interstate. On July 15, 2024, Caltrans noted that a Landscape Maintenance Agreement (LMA) between the City of La Palma and Caltrans is required (Attachment 4). In the previous landscape project from 2017, Caltrans did not require an LMA for the work. Following receipt of the denial letter, City staff met and discussed regularly with Caltrans staff to evaluate the scope of work and whether the LMA requirement could be waived with an alternative utilizing Adopt-a-Highway guidelines. Ultimately, Caltrans staff determined that the LMA is required.

A separate agreement between the City of La Palma and Outfront Foster Interstate will be executed for the removal and installation of landscaping and irrigation along the westbound SR-91 between Post Mile R0.15 to R0.49, on both sides of Walker Street as shown on Exhibit A of the draft LMA (Attachment 2). Maintenance responsibilities include inspection, repair, and replacement of

landscape and irrigation components. The City shall ensure that landscaped areas are provided with the routine maintenance necessary to sustain the conditions of the improvements for the life of the agreement.

FISCAL IMPACT:

There is no direct fiscal impact from executing the agreement. All costs associated with the removal, installation, and maintenance tasks outlined in the agreement will be borne by the Applicant.

ATTACHMENTS:

1. Draft Landscape Maintenance Agreement
2. EXHIBIT A - SR 91 AT Walker Street
3. Caltrans Encroachment Permit Application
4. Caltrans Denial Letter

LANDSCAPE MAINTENANCE AGREEMENT WITH THE CITY OF LA PALMA

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of La Palma; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

1. This Agreement addresses CITY responsibility for the removal, abatement, and replacement of trees (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 91, as shown on Exhibit A, attached to and made a part of this Agreement.
2. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
3. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then-current edition of the State Maintenance Manual.
4. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
 - 4.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
5. CITY agrees, at CITY expense, to do the following:
 - 5.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE. CITY will have in place a valid necessary encroachment permits prior to the start of any work within STATE'S right of way.

- 5.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way
- 5.2. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- 5.2.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- 5.2.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- 5.2.3. To expeditiously MAINTAIN, replace, repair or remove from service any components of LANDSCAPING system that has become unsafe or unsightly.
- 5.3. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.
- 5.4. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- 5.5. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LAT7) to the STATE to: District 12 Maintenance at 1750 E. 4th Street, Suite 100, Santa Ana, CA 92705.
- 5.6. CITY shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface, and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.

5.7.To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

5.8.To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

6. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

7. STATE shall Issue encroachment permits to CITY at no cost to it.

8. LEGAL RELATIONS AND RESPONSIBILITIES:

8.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

8.2.If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

8.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with

the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

8.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

8.5. PREVAILING WAGES:

8.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

8.6. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the SR 91/PM 0.28 location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy

of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

8.7. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF LA PALMA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

Initiated and Approved

By: _____
CITY Manager

By: _____

ANDREW CHUAH, PE
Deputy District Director
Maintenance District

ATTEST:

By: _____
CITY Clerk

By: _____
CITY Attorney

HQ MTCE REVIEW REQUIRED; PENDING LEGAL APPROVAL

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

HQ MTCE REVIEW REQUIRED; PENDING LEGAL APPROVAL

EXHIBIT B – LETTER OF CERTIFICATE OF CITY _____ STATEMENT OF SELF INSURANCE

CALTRANS DISTRICT 12
1750 E. 4TH STREET, SUITE 100
SANTA ANA, CA 92705

MARCH 10, 2025

ATTN: Sarah Rodriguez

RE: Statement of Self Insurance for CITY OF HUNTINGTON BEACH Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the maintenance of the removal, abatement, and replacement of trees along Highway 91 at PM 0.28.

Dear Sarah Rodriguez

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER

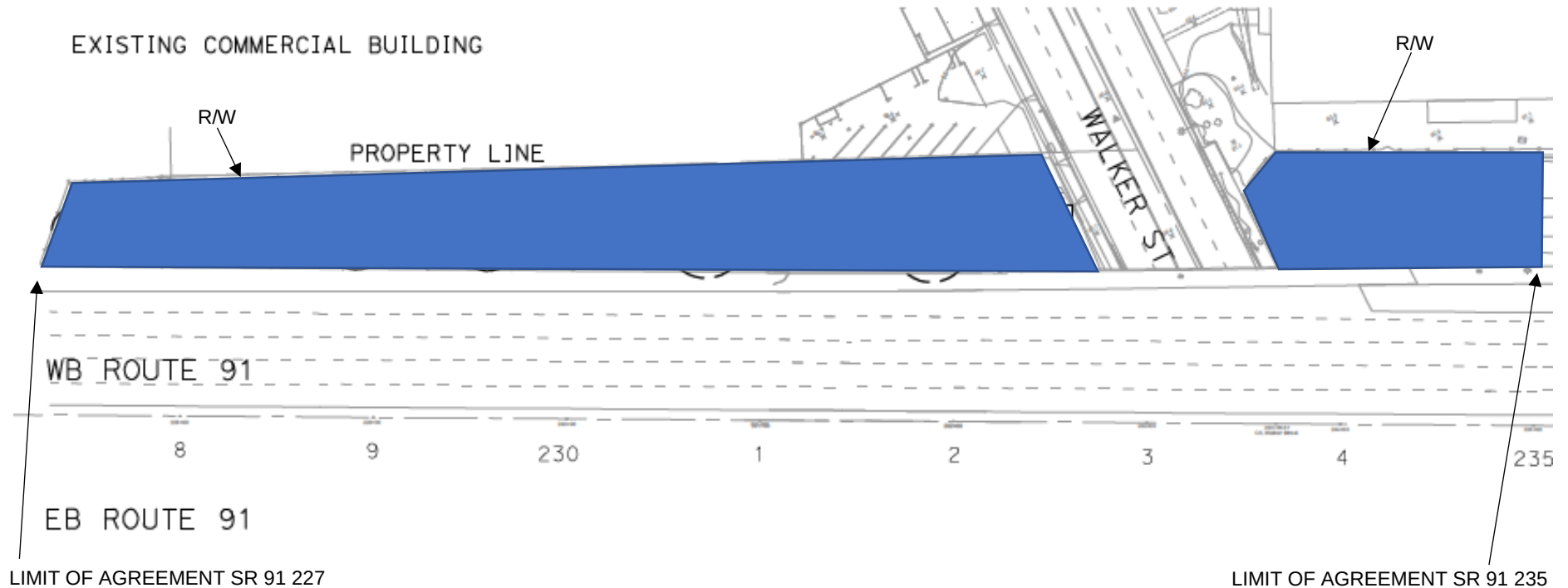
HQ MTCE REVIEW REQUIRED; PENDING LEGAL APPROVAL

EXHIBIT D

(Individual maintenance items that are not provided for in the body of the Agreement.)

HQ MTCE REVIEW REQUIRED; PENDING LEGAL APPROVAL

EXHIBIT A



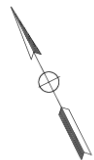
LEGEND

 LANDSCAPE AREA TO BE MAINTAINED BY CITY

NOTE: FOR SPECIFIC LANDSCAPE & IRRIGATION DETAILS
REFER TO CALTRANS PROJECT I.D. NO. 12-24-N-LT-0533

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION
SR 91/PM R0.28



NOT TO SCALE

SR-91 FREEWAY LANDSCAPE MAINTENANCE AGREEMENT AT WALKER STREET



STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Orange		2. ROUTE SR-91	3. POST MILE R0.15 to R0.49	FOR CALTRANS USE TRACKING NO. DIST/CO/RTE/PM SIMPLEX STAMP DATE OF SIMPLEX STAMP
4. ADDRESS OR STREET NAME WB SR-91 from Orangethorpe Av to Coyote Creek		5. CITY La Palma		
6. CROSS STREET (Distance and direction from project site) SR-91 and Walker Street				
7. WORK TO BE PERFORMED BY ☐ APPLICANT ☒ CONTRACTOR		8. IS THIS APPLICATION FOR A RIDER? ☒ NO ☐ YES. If "YES", provide the Parent Permit Number		
9. ESTIMATE START DATE August 01, 2024		10. ESTIMATED COMPLETION DATE July 31, 2025		
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 45				
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$276,000.00				
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? ☒ NO ☐ YES. If "YES", which branch?				
14. FUNDING SOURCE(S) ☐ FEDERAL ☐ STATE ☒ LOCAL ☒ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)				
15. CALTRANS PROJECT CODE (ID) N/A		16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER N/A		

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

Work scope includes removal of ~20 trees along WB SR-91 from Orangethorpe Ave to Coyote Creek in the City of La Palma. The proposed abatement re-landscaping includes 2 Orange Bird of Paradise (Caesalpinia Pulcherrima), 9 Desert Willow (Chilopsis Liniaris), 3 Palo Verde (Parkinsonia Aculeata), 3 Coral Gum (Eucalyptus Torquata), 2 Fruitless Olive (Olea Europaea 'Sawn Hill'), 7 Silverleaf Oak (Quercus Hypoleucoides) of various sizes, and installation of irrigation system. The removal and replacement of trees are to assist with visibility enhancements for the City's Central Business District.

Attachment 1: City of La Palma background for request for tree removal and replacement.

Attachment 2: Aerial and Plans of Pole and Bill Board Sign

Attachment 3: Aerial of Tree Removals Plan

Attachment 4: Tree removal, re-landscaping and irrigation Plans for work within Caltrans ROW

Attachment 5: City of La Palma's City Council adopted (12/12/2023) CEQA_MND

[Caltrans EP for previous similar project done in 2017: 1215-NLT-0807]

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

☐ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work☒ Outside of the shoulder, _____ feet from edge of pavement ☒ Other along the existing landscaped area outside of WB shoulder

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

☐ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____☐ Project specific Traffic Control Plans included ☒ To be submitted by contractor

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in)	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) Soil. As-needed for tree removal and planting.
20. PIPES	PRODUCT BEING TRANSPORTED N/A		CARRIER PIPE DIAMETER (in.) MATERIAL		CASING PIPE DIAMETER (in.) MATERIAL
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)					VOLTAGE / PSIG

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☒ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☒ OTHER Visual enhancements for City's Central Business District☐ CATEGORICALLY EXEMPT ☒ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER☐ NO (if "NO", check the category below which best describes the project AND answer questions A-K)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING ☐ FENCE ☐ EROSION CONTROL☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS ☐ MAILBOX ☐ LANDSCAPING☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)
23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)
- Removal of ~20 trees of various sizes and species along WB SR-91.
24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☒ YES ☐ NO
(If "YES", attach 6 complete sets of site and grading plans)
25. Will the proposed project require the disturbance of soil? ☒ YES ☐ NO
- If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: Less than 1/4 Acre
and estimate the area of disturbed soil outside State Highway right-of-way in acres: Less than 1/4 Acre
26. Will the proposed project require dewatering? ☐ YES ☒ NO
- If "YES", estimate Total gallons AND gallons/month. (Total gallons) AND (gallons/month)
- SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge:
<https://www.dot.ca.gov/programs/environmental-analysis/stormwater-management-program>)
27. How will any storm water or ground water be disposed?
- ☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A
- ☐ Other (explain)

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

TRACKING NO.

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/appendix-k-ada-a11y.pdf>. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: <https://dot.ca.gov/programs/traffic-operations/ep/district-contacts>. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <https://dot.ca.gov/programs/environmental-analysis/stormwater-management-program>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner.

Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

City of La Palma

ADDRESS OF APPLICANT (Include City, State and Zip Code)

7822 Walker Street, La Palma, CA 90623

E-MAIL ADDRESS

BDeines@cityoflapalma.org

PHONE NUMBER

(714) 690-3336

FAX NUMBER**29. NAME OF AUTHORIZED AGENT / ENGINEER**

(A "Letter of Authorization" is required if different from #28)

IS A LETTER OF AUTHORIZATION ATTACHED?☐ YES ☐ NO**ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)****E-MAIL ADDRESS****PHONE NUMBER****FAX NUMBER****30. NAME OF BILLING CONTACT (Same as #28 ☐ Same as #29 ☐)****BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)****E-MAIL ADDRESS****PHONE NUMBER****FAX NUMBER**

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*Digitally signed by Belinda Deines
Date: 2024.05.21 14:41:41 -07'00'**32. PRINT OR TYPE NAME**

Belinda Deines

33. TITLE

Planning Manager

34. DATE

5/21/2024

California Department of Transportation

DISTRICT 12 ENCROACHMENT PERMITS OFFICE
1750 East 4th. Street, MS- | Santa Ana, CA 92705
(657) 328-6246 | (657) 328-6504 | TTY 711
www.dot.ca.gov



7/15/2024

Tracking #: 12-24-N-LT-0533
12-ORA-91-PM R0.28
Applicant Ref. No. N/A

City of La Palma
C/O: Kanwal Singh
34 Monserrat Place
Foothill Ranch CA 92610

Dear Kanwal Singh:

This letter is in response to your request for an encroachment permit received by the Department on June 19, 2024, requesting to perform removal, abatement, and replacement trees within the State's highway right-of-way.

The encroachment request is hereby denied, for the following reasons:

It has been determined that your request is in conflict with

_ Missing requested Landscape Maintenance Agreement (LMA) between the City of La Palma and Caltrans. The city cannot remove the trees and add new plants in Caltrans ROW without a Maintenance Agreement. Please inform the City of La Palma Official to contact Caltrans Maintenance Personnel Sarah Rodriguez via email address: Sarah.Rodrigue@dot.ca.gov to have LMA in place.

You may request an appeal in writing to the Department Director, on the decision of denial.

If you appeal, it is your responsibility to provide the necessary justification (additional information, pictures, etc.) in writing and in triplicate (unless using iPermits), within the allotted time of sixty (60) calendar days from the date of this denial letter, to the Department Director. The applicant and the Department may mutually agree, in writing, to extend the time for the appeal process or any part of the appeal process.

The written appeal package must be submitted to:

ENCROACHMENT PERMITS APPEAL
DIRECTOR, CALIFORNIA DEPARTMENT OF TRANSPORTATION
C/O HEADQUARTERS DIVISION OF TRAFFIC OPERATIONS
1120 N STREET, MS 36
SACRAMENTO, CA 95814

A written appeal package is deemed a complete submittal on the date the Department Director receives all of the items listed below:

1. An appeal letter to the Department Director specifically requesting an appeal of the denied encroachment permit application and containing a detailed explanation of why the Department should issue an encroachment permit for the proposed project or activity sought by the application; and
2. Denial letter issued by the district or a statement in the appeal letter that a denial letter was not issued by the district within sixty (60) calendar days after the district's receipt of a complete encroachment permit application package; and
3. Applicant's name, company or organization, mailing address, and telephone number, and the same information for any person or entity designated by the applicant to represent applicant in the appeal; and
4. Identification of all locations, including district, county, route, and post mile, at which the applicant and/or person or entity acting on behalf of the applicant proposes to encroach onto Department property as described in section 660 of the Streets and Highways Code or to perform any act or activity described in sections 670 or 670.1 of the Streets and Highways Code; and
5. Description of the proposed encroachment onto Department property as described in section 660 of the Streets and Highways Code and/or the proposed act or activity described in sections 670 or 670.1 of the Streets and Highways Code, which the applicant and/or person or entity acting on behalf of the applicant proposes to perform or conduct under the denied encroachment permit being appealed, including three (3) complete sets of plans (unless using iPermits) and any applicable specifications, calculations, maps, and other supporting documents; and
6. A \$2,000 deposit towards the applicant's fifty percent (50%) share of the administrative costs of conducting the appeal. The deposit shall be made by check or money order made payable to the California Department of Transportation; and
7. Notice of whether the applicant requests to make a presentation to the Department Director or the Department Director's designee.

A final accounting of the Administrative Costs will be made following the resolution of the appeal. At that time the balance of your deposit will be returned, or you will be notified of any additional costs that may be owed. You must pay your share of the Administrative Costs regardless of whether your appeal is successful or not.

The Administrative Costs of the appeal process will begin accruing on the date your complete appeal package is received by the Departments Director and will stop accruing after the final decision on the appeal is served by the Department.

Should you have any questions, please contact CALVIN DAO at (714)713-5532 or via e-mail at Calvin.Dao@dot.ca.gov.

Sincerely,


Charles Maksoudian (Jul 18, 2024 11:02 PDT)

CHARLES Y MAKSOUDIAN
District Permit Engineer

c: City of La Palma

City of La Palma

Agenda Item No. 8



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Carlo Nafarrete, Public Works Supervisor

AGENDA TITLE: Authorize the Purchase of Replacement Chlorine Analyzers

RECOMMENDED ACTION:

It is recommended that the City Council authorize the purchase of replacement chlorine analyzers for the amount not to exceed \$30,000 from the Hach Company.

SUMMARY:

The City's Water Division maintains four chlorine analyzers within its two water production and distribution sites. Two analyzers are for the constant remote monitoring of the chlorine (disinfectant) residuals of the finished water leaving the booster pumping stations and another two for constant remote monitoring of chlorine residuals of the finished water within the City's two water reservoirs. Water Division staff manually monitor the chlorine residuals at each site twice daily, in addition to the constant remote monitoring. The product brand of chlorine analyzers was recently purchased by a larger conglomerate company. As such, repair parts and servicing have become extremely difficult to acquire, currently leaving the analyzers in a state of disrepair. However, City staff conducts manual monitoring of the chlorine residuals at each site twice daily at a minimum for compliance assurance.

The Water Division sought out quotes directly from three highly regarded manufacturers given that no one vendor represents or carries multiple brands of chemical analysis equipment, such as the specialized chlorine analyzers. The Water Division received the following comparable quotes from representatives of Prominent Fluid Controls, Swan Analytical Instruments, and the Hach Company:

Company Name	Quote Amount
Prominent Fluid Controls (D&H Water Systems)	\$46,015.56
Swan Analytical Instruments	\$30,956.75
HACH Company	\$29,597.54

The Hach Company expressed a current value-added promotion for 3 years of an online system monitoring package at no additional cost and factory maintenance and calibration services for one year that the other quotes did not provide. Furthermore, not only does the Hach Company quote make

the purchase price of the total package seem more attractive, it also provides a cost estimate slightly less than the next comparable manufacturer.

It is appropriate to note that the Water Division has, for many years and continues to utilize Hach Company's portable chemical analysis equipment and recognizes the quality of their chemical analysis products.

FISCAL IMPACT:

Adequate funding is available in the Adopted FY 2024-25 Budget under the Water Production account (050-450-7480-00000).

ATTACHMENTS:

1. Hach Quote
2. DH Water Systems Inc._Quote
3. Quote for four Trides Swan Analyzers

Quotation

Quote Number: 101157199v6

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 17-Mar-2025

Quote Expiration: 17-Apr-2025

CITY OF LA PALMA
7822 WALKER ST
LA PALMA, CA 90623-1771

Name: Carlo Navarette
Phone: 714-690-3312
Email: pwsupervisor@cityoflapalma.org

Customer Account Number : 102723

Sales Contact: Brian Gonzales Email: brian.gonzales@hach.com Phone: 562-561-0001

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV45A.99.13022	CLF10sc Free Chlorine Analyzer (Panel Only) with pHD Differential Sensor	2	3,435.50	6,871.00
2	LXV45A.99.11022	CLF10sc Free Chlorine Analyzer (Panel Only) Grab Sample	2	2,845.00	5,690.00
3	LXV525.99EA1551	SC4500 Controller, Claros-enabled, 5x mA Output, 2 digital Sensors, 100-240 VAC, US plug. Standard lead time 3 days.	4	1,715.00	6,860.00
4	LXZ525.99.A0012	SC4500 External USB Box, GSM, US. Standard lead time 23 days.	4	0.00	0.00
5	CLAROS-3YR	Claros base package, 3yr required for Claros subscriptions	1	0.00	0.00
6	DATAPLAN-3YR	MSM data plan, 3 yr Hach data plans; 1 per Controller	4	0.00	0.00
7	MSM-SENSOR-3YR	MSM connected sensor, 3 year agreement	4	0.00	0.00
8	27	Simplified freight charge	1	194.21	194.21
9	WRTUPGCLF10SC	Year 1 - WarrantyPlus Service Agreement includes instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibration per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Coverage does not include the sc200 or optional pH probe.	4	1,588.00	6,352.00
10	PMP-GLPHORP-1V	PMP-GLI pH ORP PROBE-1V (FRV 1)	2	359.00	718.00
		Year 1 - WarrantyPlus Partnership provides full coverage, including parts,			

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
11	WRTUPGSC4500	labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	4	299.00	1,196.00
		NOTE: Tax has been included as a manually calculated estimate only.			
				Estimated Tax @ 8.75%	\$ 1,716.33
				Grand Total	\$ 29,597.54

NOTES

NOTE: Tax has been included on the quotation as a manually calculated estimate only.

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility



ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

- ORDER TERMS:
- Terms are Subject to Credit Review
- In order for Hach to process the order as quickly as possible, please provide the following information.
- Complete Billing address.
 - Complete Shipping address.
 - Part numbers and quantities of items being ordered.
 - Please reference the quotation number on your purchase order

- If the order is over \$25,000 Hach will also require the following additional information.
- Pricing
 - Purchase Order Number
 - Freight terms and INCO term FOB Origin or FCA Shipping Point
 - Required delivery date
 - Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
 - Credit terms of payment. Default payment terms are Net 30.
 - Indicate if order needs to ship complete or if it can ship partial.
 - Tax status
 - Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Brian Gonzales

Title: RSM - Muni Southwest Div

Phone: 562-561-0001

Email: brian.gonzales@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 7/13/2024						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 7/13/2024
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and [Integrity and compliance - Veralto](#) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

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the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



603 Seagaze Dr. # 241
Oceanside, CA 92054
ph: 760-722-6893

Quote

Date	Quote #
1/17/2025	Q2025-0016

Bill To
City of La Palma 7822 Walker Street La Palma, CA 90623

Ship To
City of La Palma Attn: Community Services 7821 Walker Street La Palma, CA 90623

Rep	P.O. Number	Terms	Entered By	Estimate Status
DCH		Net 30 Days	CB	Open

Quantity	Description	Bin Loc	MPN	Cost Each	Total Amount
4	DACBW006VA4020010010EN Selected Options: * Version: Dulcometer Advanced Controller * Type of Mounting: wall mounting * Logo: with ProMinent Logo * Operation Voltage: 100 - 230 VAC, 50/60 Hz * Channel 1 & 2: mV / mA measurement input * Channel 3: M&C+2DP+3DI+FFWRD+pH * Software Presets: No default settings * Channel Connections: 2x mV input on SN 6 connection * Connection of Digital Sensors: Without * Communication: None * Data Logger: with Data Logger * Hardware Upgrade: None * Approvals: CE			4,816.76	19,267.04T

			Subtotal
			Sales Tax (8.75%)
			Total



Quote

603 Seagaze Dr. # 241
Oceanside, CA 92054
ph: 760-722-6893

Date	Quote #
1/17/2025	Q2025-0016

Bill To
City of La Palma 7822 Walker Street La Palma, CA 90623

Ship To
City of La Palma Attn: Community Services 7821 Walker Street La Palma, CA 90623

Rep	P.O. Number	Terms	Entered By	Estimate Status
DCH		Net 30 Days	CB	Open

Quantity	Description	Bin Loc	MPN	Cost Each	Total Amount
4	BAMAUS1112XX002X000000EN Selected Options: * Application: 1.3-6 GPH, max. 140°F@ 51psi * Module for flow measurement: float type+scale [l/h], [gph] * Number of modules PG13,5: one module+sensoradap. PG13.5 * Number of modules G1inch: two modules+sensoradap. G1" * Number of modules G3/4 inch: without * Conditioning of sample water: without * Conditioning of sample water: without * Sensor cleaning: without * Hydraulic connection: Hose 1/2x3/8+3/8x1/4" * Sensor lightning: without * Version: with PM logo * Accessories: none * Approval: none * docu-language acc. ISO 639: english			865.34	3,461.36T
4	7744852 Halogen Controller Package Package includes 1/4" pressure regulator, Bubble Dispenser, PVC sample port, needle valve, Quick start guide and Black UV protected Polypropylene panel.			2,274.20	9,096.80T
4	1018368 Free Chlorine Sensor 3.1-mA-10 ppm			1,615.50	6,462.00T
4	741036 pH Sensor PHED 112 SE	C-1-3		212.30	849.20T
4	1002856 Resistance Thermometer - PT 1000 SE			242.59	970.36T

			Subtotal
			Sales Tax (8.75%)
			Total



603 Seagaze Dr. # 241
Oceanside, CA 92054
ph: 760-722-6893

Quote

Date	Quote #
1/17/2025	Q2025-0016

Bill To
City of La Palma 7822 Walker Street La Palma, CA 90623

Ship To
City of La Palma Attn: Community Services 7821 Walker Street La Palma, CA 90623

Rep	P.O. Number	Terms	Entered By	Estimate Status
DCH		Net 30 Days	CB	Open

Quantity	Description	Bin Loc	MPN	Cost Each	Total Amount
8	1024105 Cablecomb coax 0.8m-S SN6 shield conn.	C-1-2-B		92.60	740.80T
4	1062344 0-30PSI, GAUGE, SS, 2-1/2, BOTTOM MTD SM	E-4-9		128.00	512.00T
8	1006236 Connection nipple G1/4 x M20x1.5 P	C-3-1-E		6.70	53.60T
1	Shipping and Handling - FOB Shipping Point			900.00	900.00T
	POC: Carlo Nafarrete (714) 504-8296 pwsupervisor@cityoflapalma.org				
	Conditions of Sale: - Payment terms: (upon approved credit) Net 30 days. - This quote is firm for 30 days. - Freight is estimated and is subject to change. - All credit card transactions will incur a 4% pass through service charge. - This quotation is limited to the products and services as listed, and excludes any item or service not listed. - This quotation EXCLUDES any permits, licenses, bonds, inspections, seismic calculations, or fees.			0.00	0.00T

			Subtotal	\$42,313.16
			Sales Tax (8.75%)	\$3,702.40
			Total	\$46,015.56

Quotation

**Invoice Address**

City of La Palma
7822 Walker Street
La Palma, CA 90623
UNITED STATES

Quotation No.	Customer No.	Date Printed:	Page
11054893	29097	2/24/25	1/2

Your Reference:	Trides
Customer RFQ Number:	Trides for Carlo - La Palma
Delivery Terms	FCA Incoterms 2020
Our Reference:	Zrinko Vuk
Our Salesperson	Zrinko Vuk
Expiration Date:	12/31/25
Payment Terms	Due Immediately

Delivery Address:

City of La Palma
7822 Walker Street
La Palma, CA 90623
UNITED STATES

Pos	Part No. Description Configuration ID Configuration Description	Quantity	Price USD	Tax %	Net Amount USD
1	A-26.111.000 Monitor AMI Trides AC 108 Language: English , Communication: No , Packaging: Yes , Opt. ph/ORP Sensor: No Sensor Process measuring device for membrane-free amperometric measurement of free chlorine or chlorine dioxide, bromine, iodine, ozone. Complete system with transmitter / controller, sensors and flow cell with automatic sensor cleaning and sample flow measurement on PVC mounting plate. 100-240 VAC, 50/60 Hz Customs Stat. No. 9027.8900 Country of Origin CH	4 pcs	6,650.00	8.75	26,600.00
2	A-87.127.010 Swansensor pH for AMI Trides pH Combined gel electrode for standard applications incl. cable for AMI Trides Customs Stat. No. 9027.9000 Country of Origin CH	2 pcs	410.00	8.75	820.00
			Sub Total	USD	27,420.00
			Freight Charges		1,137.50

SWAN Analytical USA Inc.
390 Holbrook Drive
US-Wheeling, IL 60090

Phone 847 229 1290
info@swan-analytical-usa.com
support@swan-analytical-usa.com
www.swan-analytical-usa.com

Quotation

Quotation No. Customer No. Date Page
Printed:
11054893 29097 2/24/25 2/2

Net Total	USD	28,557.50
Total Tax		2,399.25
Gross Total	USD	30,956.75

Tax Totals			
Tax Code	Description	%	
C-STATE	State Tax	8.75	
		Tax Base Amount	Tax Amount Gross Amount
		27,420.00	2,399.25 30,956.75

PLEASE SEND ORDERS TO ORDERS@SWAN-ANALYTICAL-USA.COM AND REFERENCE QUOTE# UPON ORDERING

Please reference Quotation No. when ordering
Lead time 2-3 weeks from receipt of order
Quote valid for 90 days
Freight FOB Wheeling, IL
Quote does not include tax or freight unless otherwise stated
Thank you.

Best regards
SWAN Analytical USA, Inc.

Zrinko Vuk

City of La Palma

Agenda Item No. 9



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Carlo Nafarrete, Public Works Supervisor
Belinda Deines, Community Development Manager

AGENDA TITLE: First Amendment to Professional Services Agreement for the Meadowlark (City Yard) Well Rehabilitation

RECOMMENDED ACTION:

It is recommended that the City Council authorize the City Manager to execute an amendment to the contract with BESST, Inc. (BESST) for the Meadowlark (City Yard) Well Rehabilitation, increasing the not-to-exceed amount from \$320,098 to \$440,000, and to amend the budget accordingly.

BACKGROUND:

On November 5, 2024, the City Council awarded a contract to BESST Inc. for testing, dynamic profiling, and well pump and motor replacement for water quality improvements at the City Yard for an amount not-to-exceed \$321,000. The City Council authorized a 15% contingency for unforeseen issues and approved reallocating \$321,000 in the FY 24/25 Capital Improvement Program budget to the Pump & Well Repair account (055-900-7100-00000).

ANALYSIS:

As part of the ongoing Testing, Dynamic Profiling, and Pump and Motor Replacement Project, City Project 25-WTR-01, the City Yard well pump and motor assembly will have to be removed and taken to a facility for disassembly, inspection and rebuilding. During that time, and without a well pump and motor assembly in place, the City Yard well, which produces 60% of the City's daily water needs, will remain out of service and unable to pump water for an estimated duration of up to three to four months. During emergency conditions, such as those that cannot be avoided, the City would normally purchase imported water from the Municipal Water District of Orange County (MWDOC) at a current rate of \$1,395 per acre foot (AF), approximately \$751 AF more than the cost of groundwater pumped from the City's well. However, this action requires constant manual manipulation of the water system to maintain adequate pressures throughout the system. Unfortunately, and due to limited Water Division staffing levels, this highly technical and monitoring-sensitive procedure may be an overwhelming task for Water Division staff to maintain for such an extended period and is not recommended.

As an alternative, City staff recommends renting a well and pump motor assembly from BESST's

subcontractor, General Pump, at an amount including \$40,000 for the installation and removal of the equipment, \$6,000 for removal of lubrication oil from the top of the well water and a monthly rental fee of \$7,400 for up to three or four months. The total cost for the equipment rental would potentially be up to \$90,000. This alternative would allow the City to continue to pump its own high-quality groundwater until such a time as the existing well equipment can be rebuilt and reinstalled.

This amendment also addresses a condition encountered while performing the depth-dependent sampling of the well where sampling equipment got lodged within the well and requires removal. Additional equipment is required to assist in retrieving the lodged sampling equipment from within the well. However, the potential for this occurrence was considered during the initial planning of the project and the additional cost for the use of this equipment is covered within the contingency amount budgeted for the ongoing project.

BESST's amendment includes Planning, Oversight and Administration fees totaling \$29,795, bringing the total cost for the request to approximately \$120,000. The comparison of potential costs for the alternative use of import water is shown below.

Imported Water per AF = \$1,395	Groundwater per AF = \$644
Average Water Demand Per Year = 1959AF	Average Water Demand Per Year = 1959AF
Higher Demand In Summer Months	Higher Demand In Summer Months
Estimating 60% of Total Production In Summer Months - \$544,050	Estimating 60% of Total Production In Summer Months - \$251,160
90 AF (Total 150 AF) in May = \$125,550	90 AF (Total 150 AF) in May = \$57,960
96 AF (Total 160 AF) in June = \$133,920	96 AF (Total 160 AF) in June = \$61,824
99 AF (Total 165 AF) in July = \$138,105	99 AF (Total 165 AF) in July = \$63,756
105 AF (Total 175 AF) in August = \$146,475	105 AF (Total 175 AF) in August = \$67,620

The costs of utilizing the City's groundwater, including the cost of the temporary well pump assembly rental, is still less expensive than importing water for the duration of this portion of the ongoing project.

FISCAL IMPACT:

The proposed amendment exceeds the 15% contingency previously authorized by the City Council. To cover the cost of this first amendment, \$119,902 can be reallocated from the FY 24/25 Capital Improvement Program (CIP) budgeted account for the Water Treatment Feasibility Study (055-900-9330-00000) to the Pump & Well Repair account (055-900-7100-00000). This transfer does not increase the overall CIP budget but rather redistributes a portion of the existing allocation to support the current project.

ATTACHMENTS:

1. 1st Amendment to Agreement
2. LaPalma Change Order 03202025
3. LaPalma_Meadowlark_Change_Order_03202025

4. TP Rental - 03-24-25 (1)

AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

BESST, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (hereinafter, "Amendment"), shall be effective as of **April 1, 2025**, and shall serve as a mutual Agreement by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and **BESST, Inc.**, a corporation (hereinafter, the "Consultant"). Consultant and City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The Parties have previously entered an Agreement dated **November 5, 2024** ("Agreement") for professional consulting services (hereinafter, the "Consultant Services"), which Agreement is incorporated herein by this reference.

B. As a result of the additional consultant services necessary for installation, rental, and removal of a temporary pump and retrieval of stuck profiling tubing to be removed, the Parties hereto wish to amend **Exhibit A, Scope of Work**, for those additional services.

C. Section 1.3 of the Agreement allows for changes to the Scope of Work and compensation paid in accordance with the Fee Schedule as agreed to in writing by both Parties.

D. The City and Consultant mutually desire to enter into this Amendment in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and Consultant mutually agree as follows:

SECTION ONE: MODIFICATION OF EXHIBIT A

Scope of Work

1.1 Exhibit A – Scope of Work attached to the Agreement shall hereby be Amended Exhibit A-1 – Revised Scope of Work attached hereto as Attachment 1 listing those specific additional services through project completion and incorporated by this reference.

SECTION TWO: MISCELLANEOUS

2.1 Remaining Provisions of Agreement Not Affected: Except as expressly provided in Section 1.1 above, each and every term, condition and provision of the Agreement shall continue in force and effect unchanged.

2.2 Integration: This Amendment represents the entire understanding of the City and Consultant only as to those matters contained herein.

2.3 Interpretation: Terms not otherwise defined herein shall have the meanings given them in the Agreement.

2.4 Authority of Signatories: The persons executing this Amendment on behalf of the Parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said Parties and that by so executing this Amendment the Parties are formally bound to the provisions of this Amendment.

INWITNESS WHEREOF, this Amendment has been executed as of the date first written above.

CITY OF LA PALMA

ATTEST:

Conal McNamara, City Manager

Kimberly Kenney, City Clerk

BESST, INC.

Noah Heller, MS, PG
President/Founder



March 25th, 2025

City of La Palma
Carlo Nafarrete, Public Works Supervisor
7822 Walker St.
La Palma, CA, 90623
(714) 690-3300
PWSupervisor@cityoflapalma.org

Subject: Proposal for Change Order to November 5th, 2024, Well Rehabilitation and Evaluation Contract

Dear Carlo,

We are submitting a Change Order Proposal to incorporate additional tasks into the ongoing well rehabilitation contract for the City Yard Well (aka, the Meadowlark Well) that BESST signed into with the City of La Palma on November 5th, 2024. This proposal builds upon our previous discussions and includes the following scope of work.

In summary, the goal of the original contract is to:

- A. COMPLETED: Determine the efficiency of the existing oil lube pump: In 2013, the well was profiled by BESST to delineate arsenic, manganese and iron, and at the time was pumping at 1,850 GPM. Over the years, the pumping rate has declined, and in March of 2015, the well was profiled by BESST again, but at a much-reduced rate of 1,145 GPM.
- B. COMPLETED Re-profile the well - March 2025: Determine changes in arsenic, iron and manganese distribution with the well. Water samples include bacteriological analyses for sulfur-reducing-bacteria. Lab sample results and report pending.
- C. Remove the existing pump.
- D. Order and install a new Water Flush Pump.

This scope of work did not include (proposed change order items):

1. Installation, rental and removal of a temporary pump that can pump at a higher pumping rate of 1,400 to 1,500 GPM for approximately 4 months while awaiting delivery of the new pump.
2. Retrieval of stuck profiling tubing to be removed after the existing pump is removed from the well.

Explanation of Proposed Change-Order Items:

1. Temporary Pump Installation with Access Pipe(s), Rental and Removal:

The City of La Palma requires that the City Yard Well produces potable water in the interim while waiting for delivery and installation of the new Water Flush system. The temporary pump will produce at a rate of 1,400 to 1,500 GPM, which represents a 20% to 25% increase in production over what the existing pump can currently produce. The anticipated rental period is between 3 to 4 months. BESST will oversee the installation of the temporary pump by General Pump, who is under contract with BESST. The installation will also include an access pipe(s) to measure static and pumping water level during the interim rental period.

2. Standpipe Retrieval Tool:

General Pump will mobilize their standpipe deployment/retrieval tool (along with a temporary rental pump) to wiggle the free-standing standpipe, well modification system presently inside the City Yard Well

(Figure 1).



Figure 1: Standpipe with "L" Slot and Deployment/Retrieval tool (with pin slid into L-slot) deploying free-standing, dual-packer, well modification system into City Yard Well in 2016.

The goal is to dislodge the stuck tracer flowmeter tubing and sausage weights that are wedged in the annulus between the collar of the standpipe and the wire-wrapped-screened liner. Although the flow profiling and sampling effort to delineate the vertical distribution of arsenic was completed successfully, the sausage weights became stuck when attempting to determine the volume of groundwater and its arsenic concentration that was leaking around the damaged packer in the annulus between the standpipe and the wire-wrapped-screened

liner. Removal of the tubing and sausage weights is a high priority to prevent any interference with the installation of the temporary pump.

Since the existing pump needs to be removed anyway for the installation of the temporary pump, it makes sense to remove the stuck sausage weights as well.



Figure 2: Stuck sausage weights.

Summary of Change Order Costs:

General Pump

- Deployment/Retrieval Tool - \$14,500
- Installation of oil-lubricated temporary rental pump with access pipe (1,400 – 1,500 GPM) – \$20,000.00
- Removal of oil-lubricated temporary rental pump and access pipe – \$20,000.00
- Bail oil and store in 55-gallon drums onsite – \$6,000.00
- Monthly rental for temporary pump up to 4 months (proration not available) – \$29,600

Subtotal General Pump: \$90,100

BESST

- Planning and Oversight - \$16,280
- Administrative Markup - \$13,515

Subtotal BESST: \$29,795

Total - \$119,895

By incorporating the change order proposal with the previously contracted scope, the goal of the modified approach is to increase production during the interim period before the Water Flush system is installed and to remove the potential interference of the stuck tubing with the temporary pump installation.

Please review this proposal and let us know if any adjustments are needed. We appreciate the opportunity to support the City of La Palma on this project and look forward to your response.

Best regards,

Aaron Marriott

Project Manager/Hydrogeologist
BESST Inc.

amarriott@besst-inc.com

M: 415.408.8380

Noah Heller, MS PG
Principal Hydrogeologist
BESST, Inc.

nheller@besst-inc.com

M: 415.302.7354

Change Order For: La Palma Meadowlark Well		 BESST INC. GLOBAL SUBSURFACE TECHNOLOGIES			
Well Location:	La Palma, California	Payment Terms: Net 30 QUOTE VALID FOR 90 DAYS BESST INC 50 Tiburon, Suite 7 San Rafael, CA 94901 Office: 415.453.2501 / cell: 415.302.7354 nheller@besst-inc.com			
Number of Locations:	1 Well				
Quotation Date:	Tuesday, March 25, 2025				
Prepared by:	Aaron Marriott-Project Manager				
Client Organization:	City of La Palma				
Name and Title:	Carlo Nafarrete, Public Works Supervisor				
Street Address:	7822 Walker St.				
City and State:	La Palma, CA, 90623				
Phone:	(714) 690-3300				
Email:	PWSupervisor@cityoflapalma.org				
Item	HYDROGEOLOGIC SERVICES	Qty	Unit	Price	Total
TASK 1 - PROFILE PLANNING					
Planning	Additional planning needed to fulfill additional rehabilitation services needed.	1	proj.	\$ 600.00	\$ 600.00
Subtotal #1					\$ 600.00
TASK 2 - SUB-CONTRACTOR OVERSIGHT					
Mob/Demob	Mob/Demob-One Staff Scientist	2	ea.	\$ 1,960.00	\$ 3,920.00
Field Oversight	Removal of existing pump, fishing, installation of test pump oversight.	80	hrs.	\$ 160.00	\$ 12,800.00
Per diem	One Staff Scientist	8	days	\$ 360.00	\$ 2,880.00
Subtotal 2					\$ 15,680.00
TASK 3 - DYNAMIC FLOW PROFILING					
Mob / Demob	Dynamic Rig Mob/Demob and personnel	0	ea.	\$ 3,190.00	\$ -
Per Diem	Per Diem costs for two scientists	0	days	\$ 720.00	\$ -
System Setup	System Setup	0	ea.	\$ 1,100.00	\$ -
Dynamic Flow	Dynamic Flow Survey at higher pumping rate (up to 20 injection depths). Optional injection points may be recommended based on the initial flow data and the length of the well screen.	0	ea.	\$ 7,775.00	\$ -
Subtotal #3					\$ -
TASK 4 - LABORATORY FEES FOR WELLHEAD SAMPLES					
Courier	Lab Samples Dropped off at Weck	0	ea.	\$ 300.00	\$ -
Local Lab Analysis	Arsenic	0	ea.	\$ 35.00	\$ -
Administrative Fee	15% administrative Fee for Lab Coordination	0	ea.	\$ -	\$ -
Subtotal #4					\$ -
TASK 5 - HYDROGEOLOGIC REPORT UPDATE					
Report Update	UPDATED ENGINEERING REPORT: Update Dynamic Flow and Mass Balance Report (Mass Balance Up To 8 Constituents): Includes Analysis, Conclusions and Recommendations for Well Modification to Remove Contaminants of Concern.	0	ea.	\$ 6,000.00	\$ -
Subtotal #5					\$ -
TASK 6 - OPTIONAL SERVICES					
Extra Injections	Extra Injection Depths	0	ea.	\$ 100.00	\$ -
Extra Samples	Extra Groundwater Sample Depths	0	ea.	\$ 200.00	\$ -
Extra Volume	Extra Groundwater Sample Liters at Each Point	0	ea.	\$ 30.00	\$ -
Extra Analytes	Extra Mass Balance Fee Per Analyte	0	ea.	\$ 400.00	\$ -
Pump Crew Oversight	Oversee test pump installation-Lift and Shift operations-Access Pipe installation or other well preparation activities.	0	hr.	\$ 160.00	\$ -
Standby	Standby Rate	0	hr.	\$ 275.00	\$ -
Oil Lube Fee	Oil Lube Fee (Decon or Dispose of Tubing)	0	ft	\$ 2.50	\$ -
Toilet Rental	Rent and have portable toilet delivered to site	0	well	\$ 400.00	\$ -
Generator Rental	Required if AC power not available on site	0	day	\$ 100.00	\$ -
Multi Water Parameter Meter	pH, Temp, conductivity, dissolved oxygen, redox potential and turbidity	0	ea.	\$ 650.00	\$ -
Water Level Meter	Measure Water Levels	0	ea.	\$ 95.00	\$ -
Labels	Complete Sample Bottle Labels	0	ea.	\$ 275.00	\$ -
COC	Complete Chain of Custody	0	ea.	\$ 110.00	\$ -
Package	Package Samples	0	ea.	\$ 110.00	\$ -
Subtotal #6					\$ -
TASK 7 - PUMP SERVICE SUBCONTRACTOR					
Pump Quotation	General Pump Services for deployment of "Stand Pipe", installation of test pump, and removal of test pump	1	ea.	\$ 90,100.00	\$ 90,100.00
Administrative Fee	BESST Subcontractor Administrative fee	1	ea.	\$ 13,515.00	\$ 13,515.00
Subtotal 7					\$ 103,615.00
TOTAL: Including Options					\$ 119,895.00
Client Name _____		Client PO Number _____			
Client Signature _____		Date _____			



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * SAN BERNARDINO, 92410
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

March 17, 2025

Job # 16486

Besst, Inc.
50 Tiburon Street
Suite 7
San Rafael, California 94901
Attn: Aaron Marriott

Subject: Meadowlark Well (AKA City Yard Well)

General Pump Company, Inc. (GPC) is pleased to provide the following proposal to supply, install, and remove an oil-lubricated test pump to enable the City to exercise the well while the Phase I evaluation is being completed by Besst, Inc. Following removal of the existing pump equipment but prior to installation of the temporary pump, GPC will attempt to engage the existing K-packer assembly in an effort to free up tubing that became stuck during initial testing. The associated labor and materials include the fabrication and placement of an engagement tool, as well as a one-day attempt to install the tool on drop pipe, attempt to engage the existing packer, disengage, and remove the drop pipe. Please note, while extra care will be taken to assist with the tooling removal, GPC cannot assume liability for damage(s) that may occur to the tooling during the retrieval attempt and cannot guarantee a successful outcome. Assistance will also be needed from Besst, Inc. technicians to attempt to free up the tubing. The test pump operation assumes existing power and discharge piping may be utilized as-is without modification while utilizing the existing discharge head. The proposed test pump equipment includes approximately 212' of 10" x 2.5" x 1.5" oil lubricated column, tube and shaft assembly, a 12- to 13-inch bowl assembly capable of producing approximately 1400-1500 GPM, a suction pipe with cone strainer, and dedicated 1.25" PVC sounding tube for transducer access (transducer supplied by others), as well as a temporary motor to operate the pump equipment. Once temporary pumping activities are complete, GPC will remobilize, remove the existing temporary test pump, bail any oily water from the well for storage onsite and subsequent disposal by the City (generator).

Cost Proposal

- Prepare, install and remove an extraction tool to attempt to free up the stuck testing equipment (tubing)

Packer Engagement Attempt ***\$ 14,500.00***
- Installation of oil-lubricated temporary rental pump capable of approximately 1,400 – 1,500 GPM with 1.25" ID PVC access

Installation ***\$ 20,000.00***



- Removal of oil-lubricated temporary rental pump capable of approximately 1,400 – 1,500 GPM
Removal **\$ 20,000.00**
- Bail oil, store in 55-gallon drum(s) onsite
Bail oil **\$ 6,000.00**
- Estimated 4-month temporary pump rental (\$7,400.00 / month, proration less than monthly not available)
Monthly Rental **\$29,600.00**

The timeline for the above scope is estimated at approximately 10-15 working days after approval, to commence after the initial pump removal. This timeline is subject to change based on the City's needs and equipment availability, and GPC will make every effort to reduce the timeline as needed to accommodate the City accordingly. Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us.

GENERAL PUMP COMPANY, INC.

Daniel Pichardo

Daniel Pichardo

VP of Engineering

City of La Palma

Agenda Item No. 10



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: jaNell Adams, Community Services Supervisor

AGENDA TITLE: Event Contract for the 4th Annual Festival of Nations Event

RECOMMENDED ACTION:

It is recommended that the City Council authorize the City Manager to execute the event quote and any related documents with James Events Productions, Inc. for the provision of vendor booths, rides, attractions, and game booths at the Festival of Nations event on April 26, 2025.

BACKGROUND

In the fall of 2018, the City Council held a Study Session to discuss the possibility of establishing a 'Signature Event' for La Palma. In January 2019, the Council identified the development of this event as a goal, aiming to launch it in April 2020. The Community Services Staff collaborated with the Community Activities and Beautification Committee to create proposals for an international event called "The Festival of Nations." However, due to the COVID-19 pandemic, the event was postponed and could not take place until April 2022. Since then, the Festival of Nations has been celebrated on the last Saturday of April each year. This one-day event honors La Palma's cultural heritage through music, performances, a parade, food, carnival attractions, and exhibits. It serves as a means for the community to come together and celebrate the city's cultural diversity.

The event has since become an annual tradition, growing in community engagement. The 4th Annual Festival of Nations and Parade is scheduled for Saturday, April 26, 2025.

SUMMARY

The Festival of Nations is a highly anticipated community event featuring cultural performances, diverse food vendors, a parade, and family-friendly entertainment. To create an engaging and festive atmosphere, James Events Productions, Inc. has provided high-quality amusement rides, interactive games, and attractions for attendees of all ages since the event's inception. This year, James Events Productions, Inc. was selected again due to its proven track record of delivering quality services tailored to single-day community events. While staff explored other vendor options, most specialized in multi-day festivals. One alternative quote came in at \$67,620, which is well above the event's

budget. James Events Productions, Inc. offers a cost-effective solution that ensures a fun and inclusive experience while staying within budget. The total cost of their services is \$40,758, which aligns with the allocated event funding.

FISCAL IMPACT

The total cost of \$40,758 for James Events Productions, Inc. services falls within the Adopted FY 2024-2025 event budget, which includes \$36,600 for professional services and \$9,100 for equipment rentals, totaling \$45,700.

ATTACHMENTS:

1. James Events Productions, Inc. Quotes



James Events Productions, Inc.
1116 N Olive St
Anaheim, CA 92801
P: (714) 563-9778
info@jamesevents.com
www.jamesevents.com

Donna Steele
donna@jamesevents.com

QUOTE

Quote #230181240
Expires Apr 17, 2025
at 12:12 PM PDT
PO #PORT-DS

Contact

Mike Belknap
City of La Palma
mikeb@cityoflapalma.org
7821 Walker Street, La Palma, CA 90623

Business / Org

City of La Palma
(714) 690-3356

Event Information

City of La Palma-Carnival
Saturday, Apr 26, 2025 @ 11:30 AM - 4:30 PM PDT
Festival for 5000 people

Location / Venue

Central Park
7821 Walker St, La Palma, CA 90623

RENTAL ITEMS

Description	Qty	Unit	Total
 Booth - Structure with Tabletop (Ticket Booth and Snow Cones)	2	\$0.00	\$0.00
Vendor Booths	16	\$165.00	\$2,640.00
 Generator - Small Generator Small	1	\$150.00	\$150.00

SPECIAL EVENT ATTRACTIONS

Description	Qty	Unit	Total
 Booth Game Package - With Staff and Prizes Booth Game with staff and prizes Saturday, 4/26 [11:30 AM PDT for 5 hours]	12	\$900.00	\$10,800.00
 Booth Game - Bowling Alley	1	\$0.00	\$0.00
 Booth Game - Duck Races	1	\$0.00	\$0.00
 Booth Game - Football Toss	1	\$0.00	\$0.00



Booth Game - Hamster Rumble

1

\$0.00

\$0.00



Booth Game - Milk Can Toss

1

\$0.00

\$0.00



Booth Game - Mini Basketball

1

\$0.00

\$0.00



Booth Game - Ring Toss

1

\$0.00

\$0.00

Booth Game - Laundry Basket

1

\$0.00

\$0.00



Booth Game - Kiddie Fishing

1

\$0.00

\$0.00



Booth Game - Ping Pond Game

1

\$0.00

\$0.00



Booth Game - Skeeball

1

\$0.00

\$0.00



Booth Game - Bring Home Bacon

1

\$0.00

\$0.00



Inflatable Obstacle Course - Regular

Of Riders At A Time: 1 · Capacity: Continuous · Height: 15' ·
Height Requirements: 4 Years of Age Minimum · Length: 40 ft. ·
Power Needs: 120v/2-20a
Saturday, 4/26 [11:30 AM PDT for 5 hours]

1

\$1,373.00

\$1,373.00



Inflatable Obstacle Course - Raceway
Capacity: Continuous · Height Requirements: 2 Years of Age
Minimum · Power Needs: 120v/2-20a
Saturday, 4/26 [11:30 AM PDT for 5 hours]

1	\$702.00	\$702.00
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ENTERTAINMENT

Description	Qty	Unit	Total
 Security Guard Thursday and Friday night Saturday, 4/26 [11:00 PM PDT for 14 hours]	1	\$840.00	\$840.00

OPERATIONS

Description	Qty	Unit	Total
 Organization & Labor Portable Event Management, Labor Maintenance / Tech Crew, Breakers, Portable Generator Power Directional Signage, First Aid Supplies	1	\$4,654.00	\$4,654.00

Logistics

Description	Qty	Unit	Total
 Standard Delivery (Drop-Off) Saturday, 4/26 [TBD] 7821 Walker St, La Palma, CA 90623	1	\$0.00	\$0.00

Make checks payable to:
James Events Productions, Inc.
1116 N Olive St, Anaheim, CA 92801
Memo: Invoice #230181240

Totals	
Subtotal	\$21,159.00
Tax	\$0.00
Total*	\$21,159.00
Due on Signature	\$10,579.50
Final Due on Apr 21, 2025	\$10,579.50
Remaining Balance*	\$21,159.00

Additional convenience fees may apply

Terms & Conditions

1. Guarantees

Client will confirm with Producer, 10 business days prior to the Event, the number of people that will be attending the Event. This will be considered the Event guarantee. On the day of the Event, if your guest count exceeds that guarantee, Client is responsible for additional charges pertaining to consumables. If Client fails to provide guarantee 10 days prior, the amount of guests on the contract shall be used. Reductions in contractual guest count may be subject to additional charges.

2. Postponement

A. Client may request to postpone the Event by notifying Producer in writing no less than sixty (60) days before the date of the Event. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs due to the postponement; the balance will be applied toward the contract price for the rescheduled Event.

B. Client may request to postpone the Event by notifying Producer in writing no less than one (1) day before the date of the Event in the case of Acts of God, as defined as flash floods, tornado, hurricane, windstorm, earthquake or other natural disasters or when performance of this Agreement would be otherwise inadvisable, commercially impracticable, illegal, or impossible due to an event or circumstance beyond the parties' control. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled Event.

C. If, after reasonable efforts, Producer is unable to reschedule the Event within twelve (12) months of the date of the Event, Producer will retain any deposits received from Client as its full fee, and neither party shall have any further obligations to the other party under this Agreement.

4. Insurance

Producer will provide comprehensive general liability insurance and property damage in the total amount of One Million Dollars (\$1,000,000.00) provided however, that Producer will not be required to obtain any additional insurance for the Event. Notwithstanding the above, Producer shall not be liable for any damage to any property or injury to any persons attending the Event if such injury to property or property damage occurs in connection with such persons participation in any sports, games, including without limitation basketball, volleyball, softball, horseshoes, tug-o-war, piñata breaking, ping-pong, aforementioned "Fun Games," and other such events, whether or not such injury or damage occurs in connection with an Event supervised by Producer or which occurs during or after an Event or whether occurring on or off the premises where the Event is held or which is not covered by the insurance provided by Producers and whether such damage or injury is due to the type of extent of the damages or injuries which occurs or results from that inflicted by one person upon another or caused by the negligent acts of any person present. Any injuries, damages or losses must be reported by any person to Producer on the day of the Event or as soon as practicable and failure to report promptly such injury, damage or loss in writing may result in a waiver of insurance coverage. Failure to report on the day of the Event may require additional evidence to prove the injury, damage, or loss occurred at the Event.

5. Alcoholic Beverages

Clients and any persons attending the Event shall not bring any alcoholic beverages to the Event or remove alcoholic beverages from the Event. Client shall not serve or permit to be served or consumed any alcoholic beverages at or near the Event, provided however, that any persons attending the Event who are legally allowed to consume alcoholic beverages may do so, but only those provided by Producer and only on the premises where the Event is held in the area provided by Producer. Client shall ensure that during the Event no minors or any people are intoxicated or in a condition in which they should not be consuming alcohol and shall cooperate with Producer in ensuring that such people do not consume any alcohol on or near the premises where the Event is held.

6. Prohibited Items

To ensure further safety at the Event, the following items shall not be brought to or near the premises during the Event: pets, roller skates, skateboards, alcoholic beverages, controlled substances, firearms, knives or similar items, fireworks, or any other items deemed by Producer to be dangerous if brought to or near the Event.

7. Indemnity

Client shall indemnify and hold harmless, Producer, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorneys' fees, etc. incurred by Producer directly or indirectly, in connection with the Event.

8. Modification

This agreement supersedes any and all prior agreements, whether oral or written, between the parties with respect to the Event and any changes hereto must be in writing and signed by both parties.

9. Miscellaneous Provisions

A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

B. Client agrees to execute any and all documents and permits necessary to implement this agreement.

C. Any and all notices required to be sent under this Agreement shall be deemed to have been received by the parties hereto and be effective on the business day when delivered personally or in mail by first class, certified or registered mail, return receipt requested, four (4) business days after such mailing to the other party at the address set forth above or such other address as designated in writing by either party.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Client may not assign this Agreement without Producers prior written consent.

E. In the event of any controversy, claim or dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including but not by way of limitation, attorney fees and costs.

F. Each party to this Agreement represents and warrants that it has the authority to enter into this Agreement and that the party executing this Agreement is authorized to do so.

Payment Policy

To confirm this agreement, an initial payment of 50.00% of the total contract amount is required.

The remaining balance is due **five (5) calendar days prior** to the earliest of, a) the receipt of goods b) or performance of services.

Additional payment processing fees may apply.

General Cancellation Policy

To ensure availability of all services and products, initial payments are non-refundable. You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

- 90 days prior: 50% of contract total, less any initial payment(s) (if refundable)
- 60 days prior: 75% of contract total, less any initial payment(s) (if refundable)
- 30 days prior: 100% of contract total, and any initial payment(s) will not be refunded

Days prior refers to the number of days before the earliest of the receipt of goods or performance of services.

Contract Expiration

Deadline for Execution. The offer under this Agreement will expire Apr 17, 2025 at 12:12 PM PDT if James Events Productions, Inc. has not received a signed copy of this Agreement by that date.

Signature

Printed Name

Date



James Events Productions, Inc.
1116 N Olive St
Anaheim, CA 92801
P: (714) 563-9778
info@jamesevents.com
www.jamesevents.com

Donna Steele
donna@jamesevents.com

QUOTE

Quote #230187435
PO #PORT-DS

Contact

Mike Belknap
City of La Palma
mikeb@cityoflapalma.org
7821 Walker Street, La Palma, CA 90623

Business / Org

City of La Palma
(714) 690-3356

Event Information

City of La Palma-Carnival-Rides
Saturday, Apr 26, 2025 @ 11:30 AM - 4:30 PM PDT
Festival for 5000 people

Location / Venue

Central Park
7821 Walker St, La Palma, CA 90623

SPECIAL EVENT ATTRACTIONS

Description

Qty

Unit

Total

Fiberglass Slide

Capacity: Continuous · Height: 33 ft. · Height Requirements: 42" Tall Minimum to Ride Alone · Length: 110 ft. · Light Power: Wheel Lights 120v/240v-30a; nema L14-30 · Power Needs: Wheel Power 240v/100a -3 phase cam lock · Ride Specs: Space Needed: 24' x 110' x 33' tall · Trailer Dimensions: 20,000 lbs /45' L, 8' W, 13'6" T · Width: 24 ft.

Saturday, 4/26 [11:30 AM PDT for 5 hours]

1

\$3,682.00

\$3,682.00

Swing Chair-Large

Capacity: Up to 20 adults and kids · Height Requirements: 42" tall min · Power Needs: 120/240v-100a-3 phase · Ride Specs: 60" Circle

Saturday, 4/26 [11:30 AM PDT for 5 hours]

1

\$3,120.00

\$3,120.00

Scrambler

Capacity: Up to 36 at a time-no single rider · Height: 60 ft. · Height Requirements: 42" tall min · Length: 60 ft. · Power Needs: 220/60a-3 phase-5 wire · Ride Specs: Space Needed: 65' x 65'

Saturday, 4/26 [11:30 AM PDT for 5 hours]

1

\$6,740.00

\$6,740.00

Carousel

Capacity: Up to 8 at a time · Height: 25 ft. · Height Requirements: 36" Tall Minimum to Ride Alone · Length: 20 ft. · Power Needs: 120v/240a -30 a · Ride Specs: Space Needed: 25' x 25' · Width: 22 ft.

Saturday, 4/26 [11:30 AM PDT for 5 hours]

1

\$2,184.00

\$2,184.00

Pirate Ship-Small

Capacity: Up to 10 kids at a time · Height: 20 ft. · Height Requirements: 36" tall max and 75 lbs · Length: 22 ft. · Power Needs: 120/240v-30a-single phase · Ride Specs: Space Needed: 20' x 25' · Width: 13 ft.

Saturday, 4/26 [11:30 AM PDT for 5 hours]

1

\$1,248.00

\$1,248.00

ENTERTAINMENT

Description

Qty

Unit

Total

Petting Zoo-Traditional

Saturday, 4/26 [11:30 AM PDT for 5 hours]

1

\$2,625.00

\$2,625.00

Description	Qty	Unit	Total
 Standard Delivery (Drop-Off) Saturday, 4/26 [TBD] 7821 Walker St, La Palma, CA 90623	1	\$0.00	\$0.00

Make checks payable to:
James Events Productions, Inc.
1116 N Olive St, Anaheim, CA 92801
Memo: Invoice #230187435

Totals

Subtotal	\$19,599.00
Tax	\$0.00
Total*	\$19,599.00
Due on Signature	\$9,799.50
Final Due on Apr 21, 2025	\$9,799.50
Remaining Balance*	\$19,599.00

Additional convenience fees may apply

Terms & Conditions

1. Guarantees

Client will confirm with Producer, 10 business days prior to the Event, the number of people that will be attending the Event. This will be considered the Event guarantee. On the day of the Event, if your guest count exceeds that guarantee, Client is responsible for additional charges pertaining to consumables. If Client fails to provide guarantee 10 days prior, the amount of guests on the contract shall be used. Reductions in contractual guest count may be subject to additional charges.

2. Postponement

A. Client may request to postpone the Event by notifying Producer in writing no less than sixty (60) days before the date of the Event. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs due to the postponement; the balance will be applied toward the contract price for the rescheduled Event.

B. Client may request to postpone the Event by notifying Producer in writing no less than one (1) day before the date of the Event in the case of Acts of God, as defined as flash floods, tornado, hurricane, windstorm, earthquake or other natural disasters or when performance of this Agreement would be otherwise inadvisable, commercially impracticable, illegal, or impossible due to an event or circumstance beyond the parties' control. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled Event.

C. If, after reasonable efforts, Producer is unable to reschedule the Event within twelve (12) months of the date of the Event, Producer will retain any deposits received from Client as its full fee, and neither party shall have any further obligations to the other party under this Agreement.

4. Insurance

Producer will provide comprehensive general liability insurance and property damage in the total amount of One Million Dollars (\$1,000,000.00) provided however, that Producer will not be required to obtain any additional insurance for the Event. Notwithstanding the above, Producer shall not be liable for any damage to any property or injury to any persons attending the Event if such injury to property or property damage occurs in connection with such persons participation in any sports, games, including without limitation basketball, volleyball, softball, horseshoes, tug-o-war, piñata breaking, ping-pong, aforementioned "Fun Games," and other such events, whether or not such injury or damage occurs in connection with an Event supervised by Producer or which occurs during or after an Event or whether occurring on or off the premises where the Event is held or which is not covered by the insurance provided by Producers and whether such damage or injury is due to the type of extent of the damages or injuries which occurs or results from that inflicted by one person upon another or caused by the negligent acts of any person present. Any injuries, damages or losses must be reported by any person to Producer on the day of the Event or as soon as practicable and failure to report promptly such injury, damage or loss in writing may result in a waiver of insurance coverage. Failure to report on the day of the Event may require additional evidence to prove the injury, damage, or loss occurred at the Event.

5. Alcoholic Beverages

Clients and any persons attending the Event shall not bring any alcoholic beverages to the Event or remove alcoholic beverages from the Event. Client shall not serve or permit to be served or consumed any alcoholic beverages at or near the Event, provided however, that any persons attending the Event who are legally allowed to consume alcoholic beverages may do so, but only those provided by Producer and only on the premises where the Event is held in the area provided by Producer. Client shall ensure that during the Event no minors or any people are intoxicated or in a condition in which they should not be consuming alcohol and shall cooperate with Producer in ensuring that such people do not consume any alcohol on or near the premises where the Event is held.

6. Prohibited Items

To ensure further safety at the Event, the following items shall not be brought to or near the premises during the Event: pets, roller skates, skateboards, alcoholic beverages, controlled substances, firearms, knives or similar items, fireworks, or any other items deemed by Producer to be dangerous if brought to or near the Event.

7. Indemnity

Client shall indemnify and hold harmless, Producer, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorneys' fees, etc. incurred by Producer directly or indirectly, in connection with the Event.

8. Modification

This agreement supersedes any and all prior agreements, whether oral or written, between the parties with respect to the Event and any changes hereto must be in writing and signed by both parties.

9. Miscellaneous Provisions

A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

B. Client agrees to execute any and all documents and permits necessary to implement this agreement.

C. Any and all notices required to be sent under this Agreement shall be deemed to have been received by the parties hereto and be effective on the business day when delivered personally or in mail by first class, certified or registered mail, return receipt requested, four (4) business days after such mailing to the other party at the address set forth above or such other address as designated in writing by either party.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Client may not assign this Agreement without Producers prior written consent.

E. In the event of any controversy, claim or dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including but not by way of limitation, attorney fees and costs.

F. Each party to this Agreement represents and warrants that it has the authority to enter into this Agreement and that the party executing this Agreement is authorized to do so.

Payment Policy

To confirm this agreement, an initial payment of 50.00% of the total contract amount is required.

The remaining balance is due **five (5) calendar days prior** to the earliest of, a) the receipt of goods b) or performance of services.

Additional payment processing fees may apply.

General Cancellation Policy

To ensure availability of all services and products, initial payments are non-refundable. You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

- 90 days prior: 50% of contract total, less any initial payment(s) (if refundable)
- 60 days prior: 75% of contract total, less any initial payment(s) (if refundable)
- 30 days prior: 100% of contract total, and any initial payment(s) will not be refunded

Days prior refers to the number of days before the earliest of the receipt of goods or performance of services.

Signature _____

Printed Name _____

Date _____

City of La Palma

Agenda Item No. 11



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Alan Rivera, Management Assistant

AGENDA TITLE: City of La Palma's 70th Anniversary

RECOMMENDED ACTION:

It is recommended that the City Council receive and provide feedback regarding La Palma's 70th Anniversary Commemorative activities.

BACKGROUND:

The City of La Palma was incorporated on October 26, 1955. In 2025, the City will celebrate its 70th anniversary since incorporation on Sunday, October 26. In early 2025, staff met to discuss various commemorative ideas for the 70th anniversary. The City Council received its first update regarding planning proceedings for the City's 70th anniversary at its March 4, 2025, Regular Meeting.

Staff received and incorporated feedback and direction provided by the City Council at its 2025 Annual Goal Setting Meeting on March 3, 2025, and its March 4, 2025, Regular Meeting into its planning proceedings. Additionally, staff also incorporated feedback received by the Community Activities & Beautification Committee at its meeting on March 11, 2025. As directed, staff is returning with estimated costs for associated activities to be incorporated into the Fiscal Year 2025-26 Budget.

SUMMARY:

The 70th Anniversary Planning Committee is planning a variety of commemorative activities and markers to be featured throughout the year and City, which will ultimately lead up to the culminating event at the City's annual Halloween Carnival (now scheduled for Sunday, October 26, and featuring a 70th anniversary element) to coincide with the City's incorporation anniversary. Below is a list of the activities being planned.

Activity	Description
Commemorative Booth	A historical exhibit showcasing the community throughout the years with images of various City milestones and activities. The exhibit will be displayed at community events throughout the year, including the Festival of Nations, Concerts in the Park and the Halloween Carnival.

Repainting of the Walker Well	Refreshing artwork on the Walker Well tank.
Commemorative Street Banners	Display of 70 th anniversary commemorative street banners.
Halloween Carnival & 70 th Anniversary Celebration	A combined Halloween Carnival & 70th Anniversary Celebration. Commemorative details to be determined
Commemorative Giveaways	Procurement of promotional commemorative giveaways for distribution at community events.

ANALYSIS:

Commemorative Booth

The commemorative booth will be a museum-style exhibit showcasing La Palma's history and community through images of significant milestones and events. Designed for easy setup and replication, the booth will be featured at various City events throughout the year, including the Festival of Nations, Concerts in the Park, Civic Expo & National Night Out, Halloween Carnival, and the 70th Anniversary Celebration. The one-time cost to create the booth is approximately \$600.

Walker Well Repainting

Staff obtained preliminary cost estimates from three firms for refurbishing the artwork on the Walker Well. Two options were identified:

- Option 1: Design and paint new artwork at an estimated cost of approximately \$24,000.
- Option 2: Restore the existing artwork and update the "50th Anniversary" to "70th Anniversary" at an estimated cost of \$15,000.

70th Anniversary Street Banners

Similar to the Festival of Nations banner design costs, the 70th anniversary banners have an estimated cost of \$110 each. With 55 banner poles Citywide, the estimated cost to purchase banners for all streetlight poles is approximately \$6,050 (55 banners). An alternative would be to purchase and hang banners on poles along Walker Street, the Civic Center and Central Park (22 banners), which has an estimated cost of \$2,420.

- Option 1: Purchase commemorative banners for streetlight poles Citywide at an estimated cost of \$6,050 (55 banners).
- Option 2: Purchase commemorative banners for streetlight poles at the Civic Center, Central Park and along Walker Street at an estimated cost of \$2,420 (22 banners).

Halloween Carnival & 70th Anniversary Celebration Event

The 2025 Halloween Carnival is scheduled for Sunday, October 26, and will include a 70th Anniversary commemorative element, to be determined. As planning continues, the Committee intends to incorporate features that support a speaker and/or performance setup, similar to the audio services used for Concerts in the Park. These enhancements will be reflected in the FY 2025-26 Budget. Additionally, staff recommends enhancing the event by incorporating expanded audio support, along with additional games and activities for attendees. The estimated cost for these enhancements is approximately \$10,000.

Summary

Staff is seeking Council feedback on the commemorative activities outlined above. A summary of the proposed items and associated costs is provided below for consideration.

Items	Budgetary Estimates
Graphic Design Services	\$1,000
Commemorative Booth	\$600
Halloween Carnival & 70th Anniversary Celebration Additional Items	\$10,000
Walker Well Repainting	Option 1: \$24,000 (new artwork) Option 2: \$15,000 (refurbishing existing artwork)
70 th Anniversary Street Banners	Option 1: \$6,050 (55 streetlight poles - Citywide) Option 2: \$2,420 (22 streetlight poles - Civic Center, Central Park & Walker Street)
Commemorative Giveaways	\$6,000

For budgeting purposes, the estimated total cost for the items including Option 1 items (Walker Well repainting and citywide street banners) is approximately \$47,650, while items with the Option 2 items set is estimated at approximately \$35,020.

FISCAL IMPACT:

There is no fiscal impact associated with receiving this report. Items discussed will be incorporated into the City's FY 2025–26 Budget at the discretion of the City Council.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 12



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Review of Land Use Classification for 5962 La Palma Avenue in the Planned Neighborhood Development Zoning District (Clineva Urgent Care)

RECOMMENDED ACTION:

It is recommended that the City Council uphold the Community Development Manager's determination that the proposed Clineva Urgent Care Center is defined as a "Medical center/clinic" use, which is explicitly prohibited in the Planned Neighborhood Development (PND) Zoning District.

DISCUSSION:

The applicant, Doug Conrady of Clineva Urgent Care Center, is requesting a land use determination pursuant to La Palma Municipal Code (LPMC) Section 44-5 (3), Interpretations of Land Uses, which states:

If a proposed use of land is not specifically listed in sections 44-78 and 44-139, the use shall not be allowed, except as follows:

1. *Use substantially the same.* The Community Development Director or his/her designee may determine that a proposed use that is not listed in sections 44-78 and 44-139 is allowed if the proposed use is substantially the same in character and intensity as those listed in sections 44-78 and 44-139. Such a use is subject to the permit process that governs the category-in which it falls.
2. *Treating in the same manner.* When the Community Development Director or his/her designee determines that a proposed, but unlisted, use is similar to a listed use, the proposed use will be treated in the same manner as the listed use in determining where it is allowed, what permits are required, and what other standards and requirements of this Development Code apply.
3. **Forward questions.** The Community Development Director or his/her designee may forward questions about similar uses directly to the City Council for a determination.

On October 23, 2024, City staff met with the applicant to discuss Clineva Urgent Care Center

proposed at 5962 La Palma Avenue, located within the Planned Neighborhood Development (PND) Zoning District. Staff requested that the applicant provide a brief letter describing the proposed use, a conceptual floor plan, and description of overall operations. On November 19, 2024, City staff provided an email response (Attachment 1), which states that the proposed use meets the criteria as a “medical center/clinic” as a place for group medical services not involving overnight housing of patients. After review of the submitted floor plan, City staff concludes that there are five exam rooms and at least four offices and recommends that the applicant seek alternative locations for Clineva within the City in the Office Professional (OP) or Mixed-Use Business (B-1) Zoning Districts.

On January 27, 2025, the applicant submitted a new business review request (Attachment 2) for a land use interpretation that Clineva Urgent Care Center should be considered a “medical office” instead of a “medical center/clinic.”

The subject property consists of a 4,200 square-foot commercial building that is proposed to include: a lobby room and reception desk, one doctor/nurse station, one check-in room, five (5) exam rooms, one laboratory room, one telemedicine room, one x-ray room, one office/conference room, one break room, one storage room, and three restrooms. Based on the floor plan layout and business plan of the urgent care center, it is evident that a variety of medical services are proposed in addition to the five exam/treatment rooms, including laboratory, x-ray, and telemedical consultations. The layout also identifies nine (9) administrative office/workstations.

Definition of “Medical Center/Clinic”

LPMC Section 44-10, Definitions, states the following:

“Medical center/clinic” means a place for group medical services not involving overnight housing of patients.”

“Hospital” means a licensed institution designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.”

A “medical center/clinic” is clearly defined as “medical services not involving overnight housing of patients,” which is separate from the definition of “hospital” that would otherwise allow overnight, inpatient care for surgery and treatment. This section does not explicitly list any definitions for “medical office,” “medical,” or “office.”

LPMC Section 44-139, Table II-5 states that “medical offices (physicians, dentists, optometrists, chiropractors, and similar practitioners)” are permitted and “medical centers/clinics (four or more offices in one building) are prohibited in the PND Zoning District and in the Neighborhood Commercial (NC) Zoning District.

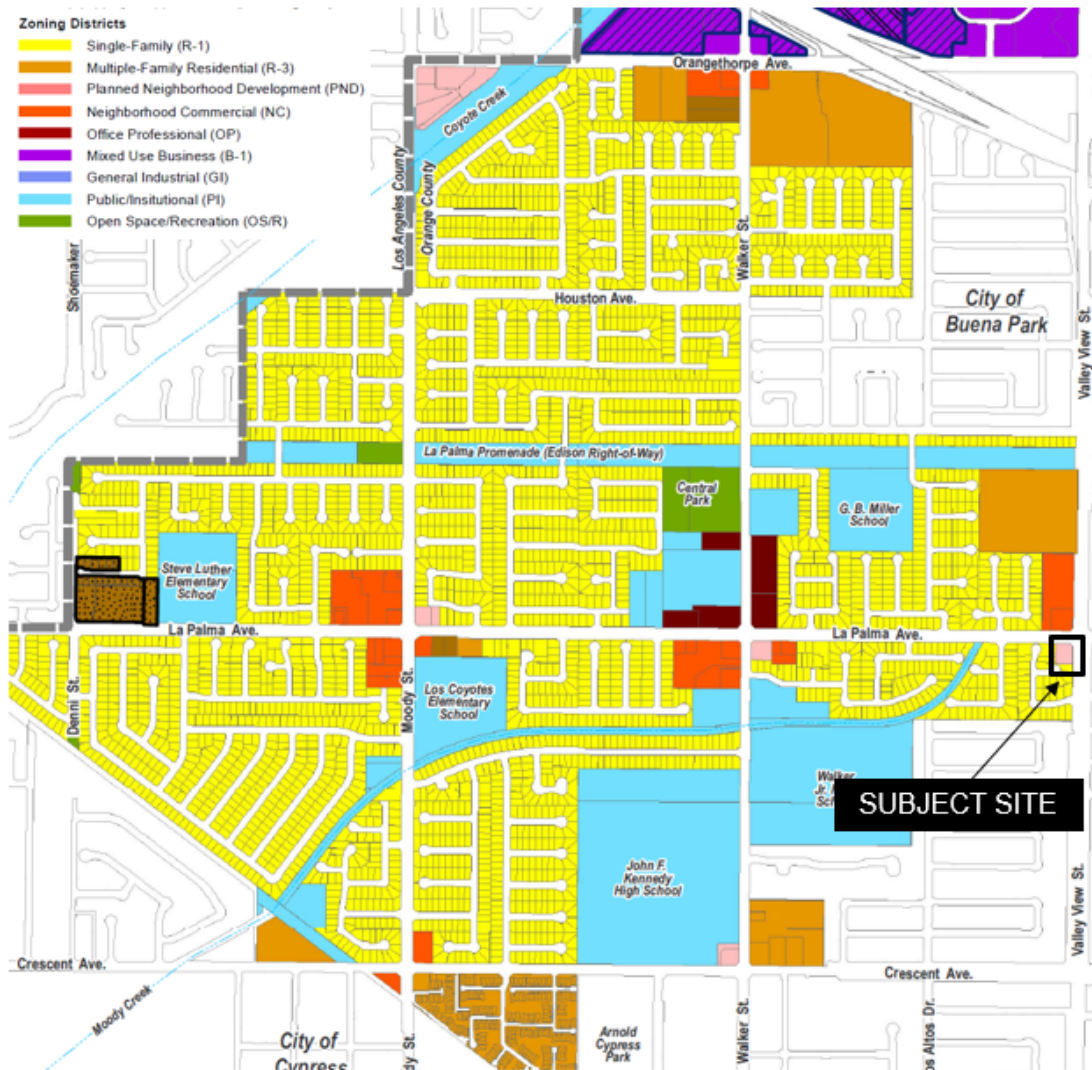
TABLE II-5. ALLOWABLE USES AND PLANNING PERMIT REQUIREMENTS FOR NONRESIDENTIAL ZONING DISTRICTS							
LAND USE	ZONING DISTRICT						
	OP	NC	B-1	GI	PI	OS	PND
Medical offices (physicians, dentists, optometrists, chiropractors, and similar practitioners)	P	P	P	C	A	X	P
Medical centers/clinics (four or more offices in one building)	P	X	P	C	A	X	X

The applicant contends that there would be only one physician, one x-ray technician, and two medical assistants staffed at this location, and that exam rooms are not offices. City staff interprets the Municipal Code to differentiate the intensification of uses between “medical offices” and “medical centers/clinics” in that a typical doctor’s office would involve regularly scheduled appointments and a lesser intensity of activity than an urgent care center that would accept walk-ins and higher occupancy with greater demand. In addition, a doctor’s office would operate during normal business hours, such as Monday through Friday from 8 AM to 5 PM, whereas the urgent care proposes to have extended hours seven days a week from 8 AM to 8 PM.

It is important to note that both the PND and NC Zoning Districts allow medical offices and prohibit medical centers/clinics because these Zoning Districts are generally located in areas that are immediately adjacent to residential uses as shown on the City’s Zoning Map. Medical centers/clinics are permitted by right in the Office Professional (OP) and Mixed-Use Business (B-1) Zoning Districts where La Palma Intercommunity Hospital, Kaiser Permanente, and other medical-related uses are located.

Planned Neighborhood Development (PND) Zoning District

Pursuant to LPMC Section 44-137(g), Purpose of Nonresidential Zoning Districts, the PND Zoning District is intended to encourage commercial infill, redevelopment, and rehabilitation opportunities. Specifically, the PND Zoning District (Attachment 3) encourages and accommodates “quality restaurant and retail development” and “supports revenue generating commercial uses that add needed services with economic, social, and aesthetic benefits to the City and its residents.” The proposed urgent care center does not fall under the intent of the PND Zoning District in that medical services are exempt from sales tax and are not revenue generating commercial uses. Furthermore, there are adequate locations throughout the City in other zoning districts that otherwise allow medical centers/clinics by right or subject to a Conditional Use Permit.



NOTIFICATION AND FOLLOW-UP:

Clineva Urgent Care Center

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Email to Clineva
2. Clineva Urgent Care Centers_La Palma_Planning Submittal Letter 10.30.24

Deines, Belinda

From: Deines, Belinda
Sent: Tuesday, November 19, 2024 4:27 PM
To: 'doug@clineva.com'
Cc: Hallett, Ryan; Ajit S. Thind
Subject: Proposed Clineva Urgent Care Clinic at 5962 La Palma Ave (Former Chase Bank)

Hi Doug,

Thank you for the letter and conceptual site plan for the proposed Clineva Urgent Care Center. Based on the site plan provided, the proposed use meets the criteria as a medical center/clinic with four or more offices in one building. The La Palma Municipal Code Section 44-10 defines medical center/clinic as “a place for group medical services not involving overnight housing of patients.” In this case, there are five exam rooms and at least four offices. As such, the Planned Neighborhood Development (PND) Zoning District prohibits medical centers/clinics. I recommend seeking alternative locations for Clineva within the City in the Office Professional (OP) or Mixed-Use Business (B-1) Zoning Districts.

If you have any questions, please do not hesitate to reach out to me directly.

All the best,
Belinda

TABLE II-5. ALLOWABLE USES AND PLANNING PERMIT REQUIREMENTS FOR NONRESIDENTIAL ZONING DISTRICTS	
LAND USE	ZONING DISTRICT
	OFFICE PROFESSIONAL (OP)
Office Uses and Health Services	
Medical offices (physicians, dentists, optometrists, chiropractors, and similar practitioners)	P
Medical centers/clinics (four or more offices in one building)	P

LPMC defines “medical center/clinic” as:

Medical center/clinic means a place for group medical services not involving overnight housing of patients.

(g) PND, Planned Neighborhood Development. The Planned Neighborhood Development (PND) is intended to encourage commercial infill, redevelopment, and rehabilitation opportunities by allowing innovative land design and diversification in the relationship of various uses, buildings, structures, lot consolidation, parking, and landscaping while ensuring substantial compliance with the general plan and the intent of this chapter. In addition, the PND zoning district provides adequate standards necessary to protect and promote the public health, safety, and general welfare of the City.

(1) Purpose and intent. The purpose of the PND zoning district is to promote economic viability and sensitivity to design contexts and individual neighborhood character crucial to the success of any commercial infill or redevelopment project. It is recognized that an integrated development provides an opportunity for creative design when flexible yet defined regulations are applied. The PND zoning district regulations are established in order to:

- a. Encourage and accommodate quality restaurant and retail development, in a unified project, through creative and imaginative planning solutions;
- b. Ensure a more efficient use of space, increased project amenities, and compatibility with the surrounding neighborhoods and existing development;
- c. Encourage the use of modern land planning and design techniques to create attractive, vibrant commercial developments integrating a mixture of different types of site uses;
- d. Support revenue generating commercial uses that add needed services with economic, social, and aesthetic benefits to the City and its residents without causing the City to incur costs for municipal services that exceed the tax revenues attributable from such uses;
- e. Achieve the coordinated planning and orderly development and redevelopment of different contiguous parcels to achieve a comprehensive planning and project effort and outcome, such as the consolidation of adjacent parcels or building sites for maximum flexibility in design and use; and
- f. Encourage public art as a community resource and establish incentives, programs and objectives for incorporating public art into private commercial development projects.



Belinda Deines

Community Development Manager

City of La Palma

7822 Walker Street

La Palma, CA 90623

(714) 690-3336

www.cityoflapalma.org



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October 30, 2024

FROM: Doug Conrady
Clineva Urgent Care Centers
29100 Portola Pkwy.
Lake Forest, CA 92630
(949) 287-1227 (direct)
doug@clineva.com

TO: Belinda Deines
Community Development Manager
City of La Palma
7822 Walker Street
La Palma, CA 90263
(714) 690-3336

CLINEVA URGENT CARE CENTERS: BUSINESS OVERVIEW SUBMISSION

Proposed La Palma Location: 5962 La Palma Ave, La Palma, CA 90623

Dear Belinda:

The purpose of this letter is to seek the City of La Palma's Planning Department's approval to open and operate a physician medical office at 5962 La Palma Ave. The prior business, Chase Bank, is no longer operating at this location and we have an opportunity to explore a long term lease with the landlord. Included in this letter is a brief overview of our company and business operations, the existing and proposed use for the building, and a conceptual floorplan.

BUSINESS OVERVIEW:

Clineva Urgent Care Centers is an Orange County based Healthcare Company founded in 2015. Our mission is to increase the accessibility of healthcare and medical service to the community. We currently operate (5) medical office locations across the county and feel La Palma would be an idea community for our sixth office. Our medical services offered are defined as "urgent care", which includes the treatment of health conditions such as cold and flu, minor lacerations, bone fractures, headaches, nausea, etc. in an outpatient only setting. Prescriptions can be written by our licensed physicians for the patient to fill at an off-site pharmacy of their choosing. Clineva does not prescribe or administer any Schedule 2 narcotics/pain killers and has specific internal policies to help identify and report "drug seeking" behavior. We also provide

occupational medicine services to local employers such as pre-employment physicals, employee drug screenings, and care for worker's comp injuries. Our hours of operation are from 8:00 am – 8:00 pm, (7) days a week. The urgent care model allows local residents to seek and receive medical care from a licensed physician on a "walk-in" basis, no appointment needed. Clineva does not "admit" patients as we are not a hospital. Patients are treated and discharged, they are not kept overnight. A typically visit for a Clineva patient currently averages 22 minutes across all locations.

During business hours, each Clineva medical office has a 4-person clinical team consisting of (1) Physician, (1) X-Ray Technician and (2) Medical Assistants. Regional Managers rotate through the locations daily. On average, a Clineva medical office will see and treat between 25-35 patients per day. Patient volume varies through the day but our locations rarely have more than (4) patients in the office at any given time. The offices have patient care areas consisting of (5) exam rooms, and patient check-in room, and an X-ray suite. Patient privacy is maintained by strict compliance with all HIPAA guidelines.

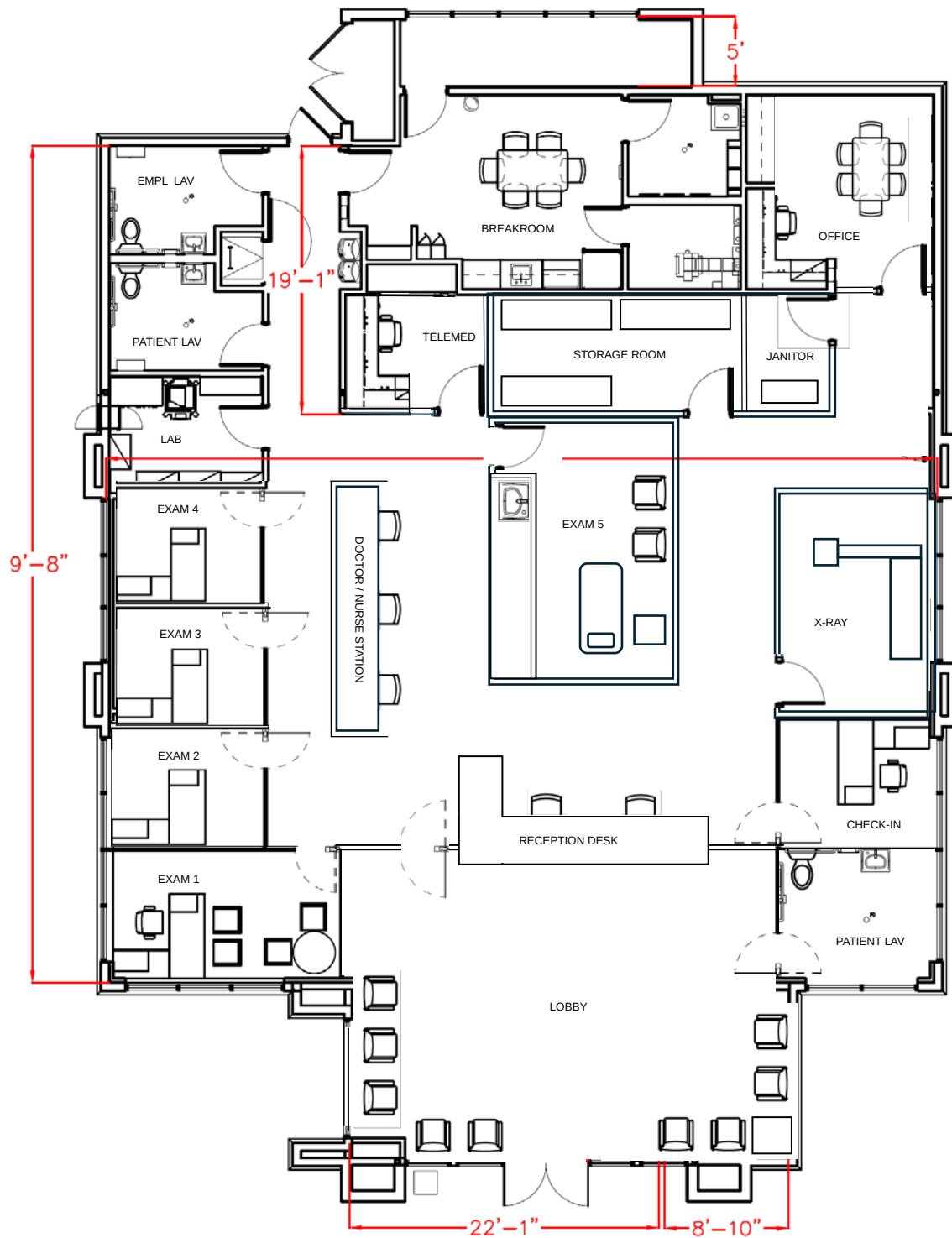
ZONING AND USE:

The approximate 4,200 sq. ft. free standing building located at 5962 La Palma Ave. is zoned PND (Planned Neighborhood Development). The previous business use is "Bank" and has a Use and Permit Requirement classification of "C" (Condition Use Permit) as listed in the City of La Palma, Code of Ordinances, Article II, Section, 44-139, Table II-5. The proposed use by Clineva Urgent Care Centers is "Medical Office (physician)" and has a use classification of "P" (Right of Permitted Use).

One appealing aspect of this building is its existing designated drive-up/drive through lane on the south side of the property. This lane was previously used by customers to access a drive-up ATM machine at the bank. In our operation, we offer telemedicine services where a patient can remotely consult with a physician. During this remote consultation, a physician may request point of care testing (Covid, Strep or Flu for example) to be performed in order to reach the appropriate diagnosis. This is typically performed by the patient driving to the office and notifying us when they are parked in a dedicated parking space. A Medical Assistant then goes out to the parking lot and tests the patient while they are in their vehicle. The existing drive through lane would be perfect for part of business. Our preference would be to keep that lane as-is and offer our patients and staff a safer and simpler external screening process while in their vehicle.

CONCEPTUAL FLOOR PLAN:

The current building envelope at this location is well suited for a conversion to a Clineva medical office. Other than signage, no exterior modifications would be necessary or included in the tenant improvement building permit. All interior tenant improvements would be considered minor in scope. The existing electrical, mechanical and plumbing systems are adequate to support operations. The plan would mainly call for interior metal stud/drywall additions to accommodate the patient care areas. Please review the proposed design and layout below:



City of La Palma

Agenda Item No. 13



MEETING DATE: April 1, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Public Works Department Update and Reclassification Recommendation

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution updating the Salary Schedule and the Comprehensive Listing of Personnel Practices and Benefits for Management Employees to: (1) include the position of Community Development & Public Works Director, (2) establish a new salary for the position, and (3) rescind Resolution No. 2025-07.

SUMMARY

At its meeting on February 4, 2025, the City Council approved the restructuring of the Public Works & Community Services Department by dividing it into two standalone operational units: Public Works and Community Services. This structural change was aimed at enhancing focus, accountability, and efficiency in service delivery. As part of this reorganization, the Council approved the creation of a Public Works Manager position responsible for the day-to-day operations of the Public Works Division, which includes parks and medians, streets, facility and fleet maintenance, water, and sewer systems.

Following implementation of the initial phase of this reorganization, staff conducted a review of departmental needs and identified an opportunity to further strengthen oversight and leadership by merging Community Development & Public Works functions under one Director position. This position would serve as a department head responsible for providing strategic, high-level direction for both the Community Development and Public Works Departments, aligning long-term planning, regulatory functions, and infrastructure initiatives under one unified leadership structure.

Rather than creating a new full-time position, staff is recommending the reclassification of the existing Community Development Manager role into this new director-level position. This approach allows the City to leverage existing resources while expanding organizational capacity at the management level. The reclassified position would assume responsibility not only for planning, building, and code enforcement functions, but also for the administrative and engineering components of Public Works, including oversight of the City's Capital Improvement Plan (CIP), infrastructure planning, and coordination with external agencies and consultants.

Staff believes that this structural enhancement will result in improved internal efficiencies, clearer

reporting relationships, and a more streamlined decision-making process. Ultimately, the reclassification supports the City's ongoing efforts to modernize its operations, retain talented personnel, and deliver high-quality public services in a cost-effective and sustainable manner.

To support this reclassification, staff recommends establishing a Community Development & Public Works Director position at the same range as a Police Captain:

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Community Development & Public Works Director							
Annual	132,960.13	139,608.14	146,588.55	153,917.97	161,613.87	169,694.57	178,179.30
Monthly	11,080.01	11,634.01	12,215.71	12,826.50	13,467.82	14,141.21	14,848.27
Biweekly	5,113.85	5,369.54	5,638.02	5,919.92	6,215.92	6,526.71	6,853.05
Hourly	63.9231	67.1193	70.4753	73.9990	77.6990	81.5839	85.6631

FISCAL IMPACT

The Fiscal Year 2024–25 impact is an estimated increase in expenditures of approximately \$8,500, which can be absorbed within the existing budget and does not require a budget adjustment at this time. Based on current and proposed salaries, the overall change results in a net increase of \$12,570. This reflects the elimination of the Public Works & Community Services Director position (\$192,545), the creation of a new Public Works Manager position at \$165,000, and the reclassification of the current Community Development Manager position to a combined Community Development & Public Works Director role, increasing the salary from \$138,064 to \$178,179. These adjustments support a more efficient staffing structure while maintaining fiscal responsibility.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA ADOPTING A SALARY SCHEDULE AND A
COMPREHENSIVE LISTING OF PERSONNEL PRACTICES
AND BENEFITS FOR MANAGEMENT EMPLOYEES AND
RESCINDING RESOLUTION NO. 2025-07**

WHEREAS, on February 4, 2025, the City Council previously adopted Resolution 2025-07, which established salaries and benefits for management employees; and

WHEREAS, the City would now like to make changes to the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Management Employees; and

WHEREAS, the changes include the addition of the Community Development & Public Works Director position along with the corresponding salary adjustment; and

WHEREAS, a comprehensive list of management salary rates, personnel practices, and benefits has been compiled and attached to this Resolution as Exhibit "1"; and,

WHEREAS, this list has been updated and supersedes all previously adopted salaries, benefits, and procedures.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Palma hereby adopts this Resolution, including Exhibit "1", and rescinds Resolution No. 2025-07.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 1st day of April 2025.

Mark Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 1st day of April 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

EXHIBIT 1

ARTICLE I

TERM OF RESOLUTION

This resolution is a composite of all agreements and all previously adopted resolutions, which affect the salaries and benefits of Management Employees.

ARTICLE II

COVERED PERSONNEL

Employees identified as Management Employees are as follows:

City Manager
Assistant City Manager
City Clerk/Executive Assistant
Community Development & Public Works Director
Community Development Manager
Deputy City Manager
Police Captain (2)
Police Chief
Public Works Manager
Public Works & Community Services Director

The benefits described in this document are for all identified management employees, unless otherwise specified or covered by other resolutions. The City Manager's salary and benefits shall be set via a separate Employment Agreement that may or may not include or exclude any of the benefits in this Resolution.

ARTICLE III

COMPENSATION

SECTION 1. COMPENSATION - REGULAR FULL-TIME CATEGORY

A. Compensation shall be determined from salary schedules consisting of wage ranges, each of which includes seven steps, or rates of pay; each horizontal step being approximately five percent greater than the previous step.

B. Initial Employment. The rate of compensation for initial employment in any class shall be at Step "A," provided that the City Manager, in their sole discretion, may approve compensation at a higher step if they find that the person employed is reasonably entitled, by reason of experience or ability, to a rate in any one of the steps above the minimum or that it is difficult to obtain qualified applicants at the minimum rate.

C. Merit Advancement Within a Range.

1. The primary reason for advancement within a range shall be meritorious performance in an employee's assigned duties. Meritorious performance shall be measured by the receipt of a rating of standard or above on the performance evaluation.

2. Merit increases shall be based on meritorious service, and, if granted, shall be effective on the first day of the pay period in which the anniversary falls. The City Manager may suspend merit increases in times of economic uncertainty or hardship.

3. An employee may be advanced within his or her respective compensation ranges in accordance with the following schedule:

Advancement to the next step at the completion of employee's initial six months of satisfactory service in the classification, if the employee is hired at Step A, as determined by the City Manager or Department Head, as applicable.

Advancement to the next step at the completion of employee's initial twelve months of satisfactory service in the classification, if the employee is hired at Step A, as determined by the City Manager or Department Head, as applicable.

Advancement to the next step annually thereafter at the completion of one year of satisfactory service in the prior step, or if the employee is hired at Step B or above, as determined by the City Manager or Department Head, as applicable.

4. Satisfactory service shall be defined as having received an Overall Performance Rating of Satisfactory or above in the employee's annual performance

review, as determined by the City Manager or Department Head, as applicable.

5. All proposed advancements shall be recommended by the Department Head and approved by the City Manager before becoming effective.

6. When an employee demonstrates exceptional ability and proficiency, such employee may be advanced to the next higher step within the employee's salary range with the approval of the City Manager, in his or her sole discretion, following recommendation by the Department Head, without regard to the minimum length of service provisions contained in this section. Advancements under this section shall change the employee's merit increase eligibility date to the anniversary of the last step increase.

D. Revision in Classification and Compensation Plan. The City reserves the right, in its sole discretion, to establish new classes of employment or to combine or abolish existing classes.

SECTION 2. OVERTIME Management employees do not receive overtime.

SECTION 3. SPECIAL COMPENSATION

A. Court Subpoena. An employee who is served with a subpoena to appear as a witness during regular work hours in a deposition or proceeding in a court action to which they are not a party shall receive their normal compensation for the time actually spent while personally testifying or traveling to place of testimony, less any amount employee receives or is entitled to as witness fees or mileage reimbursement. The employee shall be responsible for demanding payment for all fees or reimbursables to which they are entitled.

B. Jury Duty. Any employees summoned for jury duty in a court action shall receive their normal compensation for the actual time served up to 80 hours, as required as an actual or prospective juror. Employees shall not receive compensation for actual time served as an actual or prospective juror for regular days off (e.g. Fridays). Employees will be allowed to keep the stipend provided by the County.

C. Car Vehicle Usage.

1. The Police Chief may use their assigned City vehicle within a 500-mile radius of the City of La Palma.

2. The Police Captains may use their assigned vehicles within a 150 mile radius of the City of La Palma.

City vehicles are not to be used for out-of-area (e.g. weekend trips or vacations)

personal trips regardless if the trip is within the allowed radius.

- D. Uniform Allowance. The Police Chief and Police Captains shall receive a uniform allowance of \$34.75 per two week pay period for the maintenance of uniforms and equipment.
- E. Equipment Reimbursement. The Police Chief and Police Captains shall receive equipment reimbursements equal to actual cost of repair, or when necessary, replacement of authorized law enforcement uniforms or equipment that are owned by the employee and that are damaged in the course and scope of their employment. Items which have worn out due to normal wear and tear shall not be reimbursable. Authorized items may change from time to time and shall be determined by the Police Chief, with approval of the City Manager. Replacement shall be at the discretion of the Police Chief and on approval of the City Manager.
- F. Assignment Pay. The City Manager is authorized to increase base salary up to 5% for employees who take on additional assignments.
- G. Bilingual Pay. Employees passing the City's bilingual testing process shall receive an additional \$150 per month for speaking the language of Korean, Mandarin Chinese, Spanish, Vietnamese, or other language(s) deemed required or necessary by the City Manager. Biennial recertification by the Human Resources Division is required.

SECTION 4. PAY PERIODS All employees shall be paid bi-weekly.

SECTION 5. SALARY SCHEDULE

- A. Attachment A shall become effective the pay period that includes July 1, 2022, and consists of a base salary increase of 5.0% for all represented classifications.
- B. Attachment B shall become effective the pay period that includes July 1, 2023, and consists of a base salary increase of 4.0% for all represented classifications.
- C. Attachment C shall become effective the pay period that includes July 1, 2024, and consists of a base salary increase of 5.0% for all represented classifications.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

SECTION 1. EQUAL OPPORTUNITY. The City of La Palma is an equal opportunity employer and prohibits discrimination in employment because of an individual's Protected Class. Protected Class includes race, age, religion, color, national origin, ancestry, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, citizenship status, disability, medical condition, genetic characteristics or information, marital status, and military or veteran status.

SECTION 2. RESIDENCY. Residency in the City of La Palma is not required as a condition of employment.

SECTION 3. PHYSICAL EXAMINATION. The City reserves the right to designate a doctor, or doctors, for all required examinations, and the cost of any required examinations will be borne by the City.

SECTION 4. PROBATION PERIOD. Employees in the classification of Police Captain shall be on probation for a period of 18 months. Probationary employees may be terminated from employment with or without cause by the City Manager, in his or her sole discretion, and in accordance with State and Federal laws. All other management employees are "at will" employees who serve at the discretion of the City Manager.

SECTION 5. OTHER EMPLOYMENT. No management employee shall engage in any other employment, which is inconsistent or incompatible with City employment. Other employment must be approved in advance by the City Manager.

ARTICLE V

HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS. Designated holidays shall be New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, and Christmas. When a designated holiday falls on a regularly scheduled Friday off, the day of absence shall be the preceding Thursday except in the specific cases listed in Section 1 (E). When a designated holiday falls on Saturday, the day of absence shall be the preceding Friday except in the specific cases listed in Section 1(E). When a designated holiday falls on Sunday, the day of absence shall be the following Monday.

- A. All full-time employees shall be granted 36 hours of absence, termed "floating holiday," in addition to designated holidays. The "floating holidays" shall be used to facilitate a City Hall, City Yard, Police Department Administrative Staff, and Recreation and Community Services Holiday closure between the Christmas Holiday and the New Year's Holiday, up to a maximum of 36 hours. Any remaining "floating holiday" time shall be taken between January 1 and June 30 of the fiscal year at a time selected by the employee with the concurrence of the City Manager. If the holiday closure exceeds 36 hours, employees will be required to utilize Vacation Pay to supplement the difference. For new employees, floating holiday hours shall be pro-rated over the fiscal year based on the employee's employment date and the employee will be required to utilize Vacation Pay to supplement the difference of hours taken for the floating holiday in excess of the employee's floating holiday balance.
- B. If any designated holiday is within an employee's scheduled vacation period, that particular day of absence will be charged to "holiday" rather than "vacation."
- C. No absence under the holiday provisions in this article shall be charged to or paid from sick leave accumulated benefits.
- D. Holiday Pay. Management employees shall be paid on the basis of the number of hours normally scheduled on the day on which the holiday falls, up to a maximum of 9 hours. If the employee would have worked in excess of 9 hours, the employee will be required to utilize Vacation Pay to supplement the difference.
- E. When Christmas falls on a Friday, nine hours of floating holiday will be given in lieu of the Christmas Eve holiday as the Christmas holiday leave will be taken on Christmas Eve. When Christmas Eve falls on a Saturday, nine hours of floating holiday will be given in lieu of the Christmas Eve holiday to be used to offset the Holiday closure between Christmas and New Year's.

ARTICLE VI

VACATIONS

SECTION 1. VACATIONS. In accordance with the following rules, and subject to the limitations, deductions and loss thereof as provided in the Article, each employee shall be allowed and credited with the right to take vacation absences with pay, hereinafter referred to as vacation, in addition to allowed holidays and sick leave absences.

A. Schedule for Tier One Managers (Hired prior to July 1, 2011). Vacation credit shall be computed on the basis of 4.62 hours per pay period for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid, except for the first 30 days of leave without pay.

1. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full-time employment, beginning with the 13th month to the completion of 120 months of continuous employment.

2. Vacation. Credit shall be computed on the basis of 6.16 hours per pay period (160.16 hours per year) for each year of continuous full-time employment, beginning with the 121st month to the completion of 180 months of continuous employment.

3. Vacation. Credit shall be computed on the basis of 7.08 hours per pay period (184.08 hours per year) for each year of continuous full-time employment, beginning with the 181st month to the completion of 240 months of continuous employment.

4. Vacation. Credit shall be computed on the basis of 7.70 hours per pay period (200.2 hours per year) for each year of continuous full-time employment, beginning with the 241st month of continuous employment.

B. Schedule for Tier Two Managers (Hired as new City of La Palma Employees on or after July 1, 2011). Vacation credit shall be computed on the basis of 3.08 hours per pay period for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid, except for the first 30 days of leave without pay.

1. Vacation. Credit shall be computed on the basis 3.08 hours per pay period (80.08 hours per year) for each year of continuous full-time employment, beginning with the 13th month to the completion of 60 months of continuous employment.

2. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full-time employment, beginning with the 61st month to the completion of 120 months of continuous employment.

3. Vacation. Credit shall be computed on the basis 6.16 hours per pay period (160.16 hours per year) for each year of continuous full-time employment, beginning with the 121st month to the completion of 240 months of continuous employment.

4. Vacation. Credit shall be computed on the basis 7.08 hours per pay period (184.08 hours per year) for each year of continuous full-time employment, beginning with the 241st month of continuous employment.

C. Different Accruals. At the discretion of the City Manager, a management employee may accrue vacation at a different rate than illustrated above, regardless of the number of years of continuous, full time employment. Such discretion will apply only to new employees and will be based on the number of years of service in other public agencies.

1. Those managers hired with a higher accrual rate than regularly given a new employee, shall begin accrual in the tier that is consistent with the schedule outlined above.

D. Taking. All or any part of accrued vacation hours credited may be taken only as herein provided. Accrued vacation hours taken shall be counted as full-time employment.

E. First Vacation. An employee's first vacation may not be taken before the accumulated vacation hours credited to the employee are equal to or greater than the vacation credit for 6 months of work, unless approved by the City Manager, in his or her sole discretion.

F. City Manager Approval. An employee shall not be entitled to take vacation unless the date(s) of the vacation are approved in advance by the City Manager. The taking of an employee's vacation shall be scheduled for such time as will achieve the most efficient functioning of the department and so as to avoid any loss of allowable vacation absences by reason of the limitation on the accrual; provided, however, that the City Manager will endeavor, subject to the foregoing limitations, to schedule an employee's vacation at or near the date(s) requested by the employee.

1. Except as otherwise provided herein, vacation may not be used in lieu of sick leave and generally must be scheduled in advance of the absence; however, if the City Manager determines that an emergency or other unusual occurrence exists for which sick leave cannot be used and the employee has no other appropriate leave available, the City Manager has the discretion to allow vacation hours to be used when an employee calls in an absence on the actual day of the absence.

G. Maximum Accumulation. Allowed vacation credits shall be cumulative. Vacations taken shall be deducted from the first vacation credits accumulated. The maximum accumulation of vacation credits that may be held is 320 hours. Whenever the maximum vacation accumulation is reached, and so long as it continues, the first monthly vacation credit included in such accumulation shall become null and void, and be deemed forfeited by

the employee, each time a new monthly vacation credit is added to the accumulation of vacation credits.

H. Vacation Cash-out Option. Upon the prior approval of the City Manager, each management employee shall have the option of “cashing out” up to one hundred (100) hours of vacation within a fiscal year. This option may be exercised up to two times in each fiscal year, up to a cumulative maximum of one hundred (100) hours. However, the employee must retain a bank of at least 20 hours of vacation leave following the cashout. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

I. Termination of Employment. Except as otherwise herein provided, a management employee whose employment is terminated by death, resignation, layoff, or otherwise shall then be paid for the balance of the accumulated vacation credits, at the employee's salary rate in effect at such termination.

ARTICLE VII

SICK LEAVE

SECTION 1. ACCRUAL OF SICK LEAVE. Sick leave with pay shall be allowed and computed on the basis of 3.70 hours per pay period in accordance with the following rules, to each full-time management employee. The maximum accrual of unused sick leave for an employee shall be 760 hours.

SECTION 2. SICK LEAVE CHARGE RATE. Sick leave shall be charged at the rate of one (1) hour for each hour a management employee is absent with pay on sick leave. Increments shall be no less than fifteen (15) minutes.

SECTION 3. SICK LEAVE USAGE. An employee eligible for sick leave pay shall be granted such leave for the following reasons:

- A. Personal illness or physical incapacity.
- B. Forced quarantine of the employee in accordance with community health regulations.
- C. Serious illness of a member of the employee's immediate family residing in the same household which requires the presence of the employee for a period not to exceed five working days. Immediate family shall be defined as child, spouse, domestic partner, parent of an employee, anyone for whom the employee has legal guardianship, or anyone for whom the employee has been designated as the primary caregiver.
- D. Medical or dental appointments.
- E. Pursuant to the requirements of Labor Code Section 733, at the employee's option, vacation may be substituted for sick leave when one of the above conditions exists and when the employee has used all accumulated sick leave.

SECTION 4. PERSONAL NECESSITY LEAVE. Each management employee shall be afforded the opportunity to use up to eighteen hours of sick leave benefits per fiscal year (on a noncumulative basis) for personal necessity leave, for personal unplanned events, which may need immediate attention. Personal necessities shall include, but not be limited to, family emergencies, or imminent danger to the employee's home or other valuable property.

SECTION 5. SICK LEAVE CASH-OUT OPTION. Each management employee shall have the option of "cashing out" up to fifty (50) hours of sick leave, once per fiscal year. However, a minimum balance of eighty (80) hours shall be maintained in their accrued sick leave account. This option can be exercised at any time during the term of the Agreement. Employees having in excess

of 700 hours on June 1 of each year, may cash out an additional 12 hours of sick leave. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

SECTION 6. JOB INCURRED ILLNESS OR INJURY.

A. *Non-public safety management employees:* An employee, absent as a result of a job-incurred illness or a job-incurred injury, shall receive, as temporary disability compensation, the full amount of regular straight time salary or wages which would have been earned from the commencement of said disability and until a doctor's notice is received that the employee is released to return to regular work, or is classified as permanent and stationary. This compensation shall not exceed sixty (60) calendar days, and shall be paid only one time for a particular illness or injury. If the disability for which the benefits were payable continues or recurs due to the same or related causes after returning to work, it will be considered a resumption of the prior disability and no further compensation shall be made, except that which is provided by State Worker's Compensation Laws and applicable long-term disability insurance. Employees will only be compensated for normal working hours and shall not be entitled to extra pay for hours where they may be receiving medical care during non-scheduled hours (e.g. hospital stays, medical appointments on the weekends, etc.)

The above notwithstanding, in the event of temporary disability, extending beyond the first sixty (60) calendar days, the employee shall have the option, in addition to compensation under the Worker's Compensation laws, to use paid sick leave, up to the number of hours accumulated, and, once sick leave is exhausted, may also then elect to draw on any accumulated vacation hours to receive up to the amount of the employee's bi-weekly pay.

B. *Police management employees:* Job-incurred illness or injury compensation (4850 pay) is paid, based on verification, as required by the California Labor Code. Employees will only be compensated for normal working hours and shall not be entitled to extra pay for hours where they may be receiving medical care during non-scheduled hours (e.g. hospital stays, medical appointments on the weekends, etc.)

SECTION 7. APPROVAL OF SICK LEAVE. Sick leave absence with pay may be taken, provided that the employee has a sufficient balance of accrued sick leave to cover the requested absence.

A. No payment for sick leave shall be made without the approval of the City Manager.

B. If a management employee's sick leave absence extends beyond three consecutive working days for reasons of personal illness or injury, or any time abuse of sick leave is suspected, a written statement may be required, certifying that the employee was incapacitated from the performance of their employment duties during the entire term of such absence. The written statement shall be signed by a licensed physician or dentist qualified to render a medical opinion on the illness or injury in question. If an employee's sick leave

absence extends beyond five consecutive working days for reasons of personal illness or injury, such written statement from a physician or dentist shall be required. Whenever a physician or dentist written statement is required by the City, the City shall reimburse the employee for any applicable office visit copays incurred.

C. Where a management employee's absence due to personal illness or injury extends for more than five consecutive working days, the City Manager, may require the employee to submit to one or more examinations, at City expense and by physicians or dentists selected by the City in its sole discretion for the purpose of determining the nature and extent of the employee's disability. The failure or refusal of an employee to submit to any such examination within five days after being requested to do so in and of itself constitutes sufficient and proper grounds for termination of the employee.

D. Upon the management employee's return to work following an absence for more than five working days due to illness or injury, an employee shall submit to the City Manager a written statement signed by a qualified physician or dentist certifying that they are physically able to resume work.

E. An employee who has used all sick leave earned and credited, may not have additional unearned sick leave credit advanced except by approval of the City Council.

SECTION 8. COMPENSATION FOR UNUSED SICK LEAVE. The unit value of an employee's unused sick leave shall be eight hours for each full month of employment. No compensation for unused sick leave accumulation will be paid if termination, for any reason, occurs prior to 60 months of continuous full-time employment.

A. The first full day of sick leave absence in any month shall not be added to or subtracted from the accumulation. Any number of hours of sick leave absence, within an eight-hour day, will be charged against the credit for that day or month. Any number of full days or hours of any one day, more than the first eight hours of paid sick leave absence in any month, shall be charged against the accumulated credit.

B. Except as provided below, a management employee upon a regular, California Public Employees' Retirement System (CalPERS) retirement following the completion of 60 or more months of continuous employment with the City of La Palma, shall receive 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of 320 hours at the salary or wage rate in effect at such retirement.

1. Employees who have in excess of 500 hours of accumulated sick leave credit as of July 1, 2011, shall receive, at retirement, 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of the number of hours accrued as of July 1, 2011, at the salary or wage rate in effect at such retirement. For example, an employee who has an accumulated sick leave balance of 700 hours on July 1, 2011, may cash out up to 700 hours at the

time of retirement.

C. Except as provided below, if a full-time employee's employment is separated for any reason, other than provided in Section 8 (B), after 60 months of continuous employment, compensation for fifty percent (50%), computed to the nearest whole dollar, of the unused sick leave accumulated days will be paid, up to a maximum of 320 unused sick leave accumulated hours. Compensation shall be based on the hourly rate of pay at the time of termination.

1. Employees who have in excess of 500 hours of accumulated sick leave credit as of July 1, 2011, shall receive, upon separation other than retirement, 50 percent (50%) payment for all accumulated sick leave credit, up to a maximum of the number of hours accrued as of July 1, 2011, at the salary or wage rate in effect at the time of separation. For example, an employee who has an accumulated sick leave balance of 700 hours on July 1, 2011, may cash out up to 350 hours at the time of separation.

D. The individual employees that have in excess of 500 hours of accrued sick leave as of July 1, 2011, as referred to in Subsections B and C in this Section, shall be identified in a Side Letter on July 1, 2011, that identifies the exact accrued sick leave balance for each affected employee as of July 1, 2011. The Side Letter shall be placed in each affected employee's Personnel File.

ARTICLE VIII

OTHER LEAVE PROVISIONS

SECTION I. PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITION

A. A female employee disabled by pregnancy, childbirth, or a related medical condition may take a leave for a reasonable period of time not to exceed four months and thereafter return to work. The employee shall be entitled to utilize any accrued vacation, compensatory time, and/or sick leave during this period of time. "Reasonable period of time" means that period during which the female employee is disabled on account of pregnancy, childbirth, or a related medical condition.

An employee who plans to take a leave pursuant to this section must give the City reasonable notice of the date the leave shall commence and the estimated duration of the leave.

The City will maintain group medical coverage for employees taking pregnancy disability leave, for the entirety of the four-month leave, at the same level and under the same conditions that coverage would have been provided if the employee had not taken the leave.

An employee, with the advice of her physician, may request a temporary transfer to a less strenuous or hazardous position for the duration of her pregnancy where that transfer can be reasonably accommodated. The City is not required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Under FMLA, any period of incapacity or treatment due to pregnancy, including prenatal care, is a "serious health condition," and therefore leave taken for that purpose will be counted as part of the 12-week total entitlement under FMLA.

The right to take leave under California Family Rights Act (CFRA) is separate and distinct from the right to take pregnancy disability leave under Government Code Section 12945(a). An employee's own disability due to pregnancy, childbirth, or related medical conditions is not included as a "serious health condition" under CFRA. Thus, at the end of an employee's four-month pregnancy disability leave under Government Code Section 12945(a), the employee may take CFRA leave of up to twelve workweeks for reason of the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition or that the employee continue to be disabled by her pregnancy, childbirth, or related medical condition in order to take CFRA leave for the birth of the child. CFRA also provides that the City may (but is not required to) allow an employee to use CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Doing so would not

require the City to provide more than the amount of CFRA leave to which the employee was otherwise entitled.

Under CFRA, the maximum possible combined leave entitlement for both pregnancy disability leave and CFRA leave for the birth of the child is four months and twelve workweeks. That assumes that the employee is disabled by pregnancy, childbirth, or a related medical condition for four months and then requests and is eligible for a full 12 week CFRA leave for the reason of the birth of her child.

For purposes of determining whether an employee who has taken a pregnancy disability leave (which is also a FMLA leave) and who then wants to take a CFRA leave for the birth of her child has met the CFRA employee eligibility requirements, the 12-month period during which the employee must have worked 1,250 hours is the period immediately preceding the employee's first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason of the birth of her child.

SECTION 2. BEREAVEMENT LEAVE. A management employee shall be granted paid Bereavement Leave of no more than 36 hours in any one instance in the event of the death of a member of the employee's immediate family, consisting of spouse, domestic partner, parents, children, step-children, grandchildren, grandparents, brother or sister, step-brother or step-sister of the employee as well as the parents or grandparents of the employee's spouse or domestic partner. In the event the employee must travel out of state in connection with the bereavement, the leave shall be extended to 45 hours.

SECTION 3. MILITARY LEAVE. A management employee shall be entitled to a leave with pay, less any amount the employee receives or is entitled to as compensation by the Federal or State government, for required active duty in the Armed Forces Reserve, after full-time continuous employment by the City for at least 12 months, for a period not to exceed 30 calendar days. A further leave without pay shall be granted if a required encampment extends longer than 30 calendar days. At the conclusion of the military duty, the employee shall be permitted to resume their former position in the City employment. If military leave is taken prior to 12 months of continuous full-time employment, the leave shall be without pay. An employee eligible for paid leave may select the option of receiving full pay and turning over to the City their payment for military service, or may request the difference between the payment for military service and their regular salary.

SECTION 4. PERSONAL LEAVE. Leaves of absence without pay, each not to exceed one calendar month, may be granted by the City Manager, in his or her sole discretion. Leaves of absence without pay, each not to exceed one year, may be granted by the City Manager in his or her sole discretion. Requests for all leaves of absence without pay shall first be made to the Department Head.

SECTION 5. ABSENCE WITHOUT LEAVE. Any absence from work without leave or without

a post-absence acceptable excuse, or pursuant to a right established in this Resolution, shall, in and of itself, be sufficient grounds for termination of employment.

SECTION 6. BENEFIT PROVISIONS FOR LEAVES WITHOUT PAY. Any employee on an approved leave without pay for any reason, in excess of 30 days, shall not be entitled to paid City benefits during the time of the absence unless such payment is required by law. The employee shall have the option of continuing one or more benefits at their sole expense at the actual rate charged.

SECTION 7. ADMINISTRATIVE LEAVE. Management employees shall be entitled to administrative leave with no loss in salary for a total of up to 80 hours per fiscal year subject to the approval of the City Manager.

SECTION 8. CATASTROPHIC LEAVE. Any employee who has a serious health condition and has exhausted their available paid leaves may be eligible to receive donated leave from other employees under the City's Catastrophic Leave Program. Any employee may donate sick leave or vacation leave to an eligible employee under the Catastrophic Leave program assuming he/she meets the qualifications to donate as defined in the program.

ARTICLE IX

TRAINING

SECTION 1. REQUIRED TRAINING. A management employee who is required by the City Manager to attend a specified off duty training course, shall, upon submission of receipts, receive reimbursement for the following: transportation cost where appropriate, cost of books, course registration and related expenses directly necessary for the successful completion of the course. Additionally, time engaged in mandated training shall be paid time.

SECTION 2. DESIRABLE TRAINING. Desirable training is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City. In accordance with the City's Tuition Reimbursement Program; prior to enrolling in a class for desirable training, a management employee desiring reimbursement for their expenses shall obtain the City Manager's approval as to course content and its relationship to the employee's employment with the City. In the event the City Manager approves such request, which approval shall be at the City Manager's sole discretion, and upon completion of the course, with a grade of "C" or better, or equivalent grade point, the employee shall submit to the City Manager a copy of the official transcript and a receipt for the tuition fee. On approval by the City Manager, the employee shall then be reimbursed for the cost of tuition, plus up to \$200 for the cost of books required for the completion of the course(s) which may then become the property of the City in accordance with the tuition reimbursement policy adopted by the City. Employees may submit costs for courses and books for reimbursement for up to a maximum annual reimbursement of \$2,500. If the employee terminates their employment with the City of La Palma either voluntarily or involuntarily within one year following the date of course completion, all funds reimbursed for such course work shall be repaid to the City by the employee.

SECTION 3. TRAINING CONFERENCES AND SEMINARS. With the approval of the City Manager at their sole discretion, employees may participate in various conferences and seminars. They will be reimbursed on a cost basis after presenting receipts for allowable expenses.

SECTION 4. TRAVEL EXPENSES.

A. Mileage Reimbursement. Approved use of private automobiles on City business will be reimbursed at the standard mileage rate as established by the IRS from time to time. When an employee is travelling from home to a meeting or event, the mileage will be reimbursed either from the employee's home address or City Hall, whichever is less.

B. Other Costs. Reimbursement of actual and necessary expenses while on City business shall be in accordance with the guidelines established in the City's Administrative Policy Manual. Reimbursement requests must be turned in within 30 days of the end of the fiscal year for reimbursement.

ARTICLE X

GROUP INSURANCE

SECTION 1. MEDICAL PREMIUMS.

A. All management employees must enroll in one of the PERS health program plans, unless they submit to the City both: (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions as described below for any other eligible plans.

B. Medical Plan Premiums.

1. Miscellaneous and Tier 2 Safety (Police Chief and Captains) hired on or after July 1, 2011) Management Employees. For Miscellaneous and Tier 2 Safety Management employees covered by this Agreement, the City shall pay a maximum of the medical plan premium required by the Public Employees Medical and Hospital Care Act (PEMHCA), which is as follows:

January 1, 2022:	\$149
January 1, 2023:	\$151
January 1, 2024:	\$155 (estimate)

The actual PEMHCA amount will be adjusted annually pursuant to the caps required by Government Code Section 22892.

2. Tier One Safety Employees. For Tier One (hired before July 1, 2011) Police Management employees covered by this Agreement, the City will contribute \$416.49 toward the cost of the premiums for medical insurance under the PEMHCA for each employee, and his or her eligible dependents, and for each annuitant in PERS and his or her eligible dependents.

C. Fringe Benefit Cafeteria Plans.

1. Miscellaneous and Tier 2 Safety Management Employees. The City shall make a monthly fringe benefit contribution to each eligible Miscellaneous and Tier 2 Safety Management employee to be used toward the fringe benefit cafeteria plan. These funds shall only be used for eligible plans included with the cafeteria plan. The City's distribution of this monthly composite contribution to those full-time employees who enroll in one of the PERS health plans shall be in the following manner.

Effective July 1, 2022			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$417.49	\$149	\$566.49
Employee + one	\$607.49	\$149	\$756.49
Employee + two or more	\$766.49	\$149	\$915.49
Effective January 1, 2023			
Employee Only	\$415.49	\$151	\$566.49
Employee + one	\$605.49	\$151	\$756.49
Employee + two or more	\$764.49	\$151	\$915.49
Effective January 1, 2024			
Employee Only	\$411.49*	\$155*	\$566.49
Employee + one	\$601.49*	\$155*	\$756.49
Employee + two or more	\$760.49*	\$155*	\$915.49
*Estimated			

2. Tier One Safety Employees: For Tier One (hired before July 1, 2011) Safety Management employees covered by this Agreement, the City will make a monthly fringe benefit contribution to each eligible member of the unit to be used toward the health benefit cafeteria plan. These funds shall only be used for eligible plans included with the cafeteria plan. The fringe benefit contribution to those full-time employees who enroll in one of the PERS health plans shall be in the following manner.

Effective July 1, 2022	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$150.00	\$416.49	\$566.49
Employee + one	\$340.00	\$416.49	\$756.49
Employee + two or more	\$499.00	\$416.49	\$915.49

D. Eligibility to enroll in the medical insurance plan provided by the City shall be within 60 days of consecutive, continuous full-time employment with the City. Coverage normally begins the first day of the month following 30 days of consecutive, continuous full-time employment with the City. Employee's start date and return date of enrollment documents may alter the date when coverage begins. City-paid coverage is maintained during an approved family medical leave act (FMLA) or California Family Rights Act (CFRA) leave regardless of the employee's paid status.

E. Managers hired before July 1, 2018, who selects the option of not enrolling in one of the CalPERS plans and who meets the conditions outlined in Section 1 (A) of Article X, shall receive \$565 monthly cash payout. No additional increases are applicable to the cash payout

amount after July 1, 2018. The payment shall be calculated and distributed with the second paycheck each month. Managers hired on or after July 1, 2018, who select the option of not enrolling in one of the CalPERS plans, and who meets the conditions outlined in Section 1 (A) of Article X, shall forfeit any City contribution towards medical premiums.

The employee may change from single to dependent coverage at any time, but will be subject to the rules and regulations of CalPERS health programs regarding such reinstatements.

G. Management employees separating from the City, as a result of either service or disability retirement, shall be maintained as an insured member of the City group medical plan, as it from time to time exists, with the City paying 100% of the employee only premiums (within the limit described in Section 1 (B) above).

Management employees who have at least fifteen years of service and who separate from the City as a result of retirement due to medical conditions shall be maintained as an insured member of the City group medical plan, with the City paying an amount equal to 100% of the employee only premiums and fringe benefit contribution. Eligible employees will be covered by this provision up to the age of 65.

If a retiree who currently is eligible to obtain medical insurance coverage, which is generally similar or better in coverage and benefits, at no cost to the retiree, the City may terminate its obligation to provide medical insurance benefits to that retiree. It is understood that medical insurance plans differ from place to place and that individual items within the plan may vary; it is not intended by this language that the plans need to be identical in coverage.

H. Pursuant to CalPERS, the effective date of termination of health insurance coverage for a full-time employee separating from the City for reasons other than those mentioned in Article X, Section 1 (G) above, is the first of the second month following separation.

I. Except as set forth in Sections 1 (A) through 1 (G) above, the City shall not pay directly or indirectly pay for or reimburse to any affected employee, any costs or expenses related to medical care or hospitalization incurred by an affected employee or his or her dependents after the effective date of coverage under the PERS plan.

SECTION 2. DENTAL PLAN.

A. A management employee may enroll in any dental insurance plan provided by the City. Any such dental plan shall also provide orthodontic coverage.

B. The City shall pay 100% of the premium for a management employee and his or her dependents.

C. Eligibility to enroll in any group dental insurance plan provided by the City shall be following 30 days of consecutive continuous employment with the City.

- D. If a management employee is enrolled in the City's dental plan and that plan pays for crowns, the City shall pay up to 30% of the reasonable and customary amount charged for the crown upon presentation of a billing statement or statement of benefits from the dentist showing the amount charged and the amount paid by insurance, if applicable. At no time shall the reimbursement from the City exceed the employee's "out-of-pocket" costs for the received services nor shall the combination of insurance and the City reimbursement exceed 80% of the reasonable and customary amount charged for the services. Child dependents are covered to age 25.
- E. The City will continue to provide employees the option of choosing between HMO and PPO plans.

SECTION 3. VISION PLAN. A management employee and his or her dependents may receive up to \$300 per fiscal year for vision care expenses related to services and supplies performed or prescribed by an optometrist, ophthalmologist or dispensing optician. Such benefits may include an annual eye exam (including refraction), lenses, frames, and corrective eye surgery. For the purpose of child dependents, dependents shall be defined pursuant to the dependent definition of the City's medical plan provider.

SECTION 4. DISABILITY INSURANCE. All management employees shall enroll in any long-term disability plan as provided by the City, with the City paying 100% of the premium.

SECTION 5. LIFE INSURANCE. The City shall provide life insurance for management employees in the amount of \$100,000, \$3,000 for spouse, and \$2,000 per dependent.

SECTION 6. EMPLOYEE ASSISTANCE PROGRAM. The City shall pay for membership in an employee assistance program selected by the City for management employees and their dependents.

SECTION 7. ANNUAL HEALTH/WELLNESS PROGRAM REIMBURSEMENT. All management employees shall be eligible to receive reimbursement, up to \$500 per fiscal year, for health and/or wellness services or programs, as approved by the City Manager.

SECTION 8. FLEXIBLE BENEFITS PLAN. The City shall offer an IRS Flexible Benefits Plan to all management employees for purposes of pre-tax payroll deductions for childcare and/or eligible medical expenses. The Plan may be changed or eliminated by the City in its sole discretion.

ARTICLE XI

RETIREMENT

The City shall provide a three tier retirement system as follows:

- A. Tier One Miscellaneous Employees (Hired before July 1, 2011):
- B. Tier Two Miscellaneous Employees (Hired on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRAs)
- C. Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees (hired on or after January 1, 2013)
- D. Tier One Safety Employees (Hired before July 1, 2011)
- E. Tier Two Safety Employees (Hired on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRAs)
- F. PEPRA Safety Employees (hired on or after January 1, 2013)

SECTION 2. Benefits and Contributions for these six plans shall be as follows effective July 1, 2015:

Plan	Benefit	Computed On	City Pays	Employee Pays
Tier One Misc.	2.7% @ 55	Single Highest Year	ER Contribution	EE Contribution 8%
Tier Two Misc.	2% @ 60	Highest Average 36 consecutive months	ER Contribution	EE Contribution 7%
PEPRA Misc.	2% @ 62	Highest Average 36 consecutive months	50% of Normal Cost	50% of Normal Cost
Tier One Safety	3% @ 50	Single Highest Year	ER Contribution	EE Contribution 9%
Tier Two Safety	2% @ 55	Highest Average 36 consecutive months	ER Contribution	EE Contribution 7%
PEPRA Safety	2% @ 57	Highest Average 36 consecutive months	50% of Normal Cost	50% of Normal Cost

- A. All employee payments shall be reported as normal contributions and shall be credited to each member's account.
- B. All computations shall be according to California Public Employees Retirement Law (PERL).
- C. All of these retirement plans shall provide the CalPERS Level 4 Survivor Benefit.

D. All employees in this group shall make a 1.45% Medicare employee contribution regardless of their hire date. The city matches this contribution.

ARTICLE XII

DEFERRED COMPENSATION

The City shall provide payroll deduction and deposit of amounts authorized by an employee desiring to participate in the deferred compensation plan selected for La Palma general employees under existing resolutions. Changes to withholding may be made four (4) times per calendar year (A request to change withholding for one pay period and return it to the prior withholding the next pay period is considered two requests). For managers hired before July 1, 2018, the City will contribute \$115 per pay period to a deferred compensation plan on the employee's behalf.

ARTICLE XIII

GRIEVANCE PROCEDURE

Management employees with the title of Police Captain are permitted to appeal disciplinary actions in accordance with the Police Officer Bill of Rights (POBR) and applicable La Palma Police Department policies.

ARTICLE XIV

OTHER PROVISIONS

If, at any point during the term of this Resolution, the City experiences, or it becomes known that the City will experience, a major revenue loss in the General Fund from a single or combined source (as defined below), the City may modify the Resolution in regards to, but not limited to, salary and wage schedules, benefit schedules, and staffing levels.

Circumstances which may determine such revenue losses may include, but not be limited to, new legislation, loss of a major sales tax provider(s), certain business industry fluctuations, and any other unforeseen event affecting any or several of the City's General Fund revenue sources.

“Attachment A”

La Palma Management Employees Classification and Salary Table July 1, 2024 through June 30, 2025 Effective the pay period including April 1, 2025							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Manager							
Annual	255,449.87						
Monthly	21,287.49						
Biweekly	9,825.00						
Hourly	122.8124						
Assistant City Manager							
Annual	152,227.94	159,839.34	167,831.30	176,222.87	185,034.01	194,285.71	204,000.00
Monthly	12,685.66	13,319.94	13,985.94	14,685.24	15,419.50	16,190.48	17,000.00
Biweekly	5,854.92	6,147.67	6,455.05	6,777.80	7,116.69	7,472.53	7,846.15
Hourly	73.1865	76.8458	80.6881	84.7225	88.9587	93.4066	98.0769
City Clerk/Executive Assistant							
Annual	105,338.02	110,604.92	116,135.16	121,941.92	128,039.02	134,440.97	141,163.02
Monthly	8,778.17	9,217.08	9,677.93	10,161.83	10,669.92	11,203.41	11,763.58
Biweekly	4,051.46	4,254.04	4,466.74	4,690.07	4,924.58	5,170.81	5,429.35
Hourly	50.6433	53.1754	55.8342	58.6259	61.5572	64.6351	67.8668
Community Development & Public Works Director							
Annual	132,960.13	139,608.14	146,588.55	153,917.97	161,613.87	169,694.57	178,179.30
Monthly	11,080.01	11,634.01	12,215.71	12,826.50	13,467.82	14,141.21	14,848.27
Biweekly	5,113.85	5,369.54	5,638.02	5,919.92	6,215.92	6,526.71	6,853.05
Hourly	63.9231	67.1193	70.4753	73.9990	77.6990	81.5839	85.6631
Community Development Manager							
Annual	103,025.71	108,177.00	113,585.85	119,265.14	125,228.40	131,489.82	138,064.31
Monthly	8,585.48	9,014.75	9,465.49	9,938.76	10,435.70	10,957.48	11,505.36
Biweekly	3,962.53	4,160.65	4,368.69	4,587.12	4,816.48	5,057.30	5,310.17
Hourly	49.5316	52.0082	54.6086	57.3390	60.2060	63.2163	66.3771
Deputy City Manager							
Annual	111,932.31	117,528.92	123,405.37	129,575.64	136,054.42	142,857.14	150,000.00
Monthly	9,327.69	9,794.08	10,283.78	10,797.97	11,337.87	11,904.76	12,500.00
Biweekly	4,305.09	4,520.34	4,746.36	4,983.68	5,232.86	5,494.51	5,769.23
Hourly	53.8136	56.5043	59.3295	62.2960	65.4108	68.6813	72.1154
Police Captain							
Annual	132,960.13	139,608.14	146,588.55	153,917.97	161,613.87	169,694.57	178,179.30
Monthly	11,080.01	11,634.01	12,215.71	12,826.50	13,467.82	14,141.21	14,848.27
Biweekly	5,113.85	5,369.54	5,638.02	5,919.92	6,215.92	6,526.71	6,853.05
Hourly	63.9231	67.1193	70.4753	73.9990	77.6990	81.5839	85.6631
Police Chief							
Annual	155,976.02	163,774.82	171,963.56	180,561.74	189,589.83	199,069.32	209,022.79
Monthly	12,998.00	13,647.90	14,330.30	15,046.81	15,799.15	16,589.11	17,418.57
Biweekly	5,999.08	6,299.03	6,613.98	6,944.68	7,291.92	7,656.51	8,039.34
Hourly	74.9885	78.7379	82.6748	86.8085	91.1490	95.7064	100.4917
Public Works Manager							
Annual	123,125.54	129,281.82	135,745.91	142,533.20	149,659.86	157,142.86	165,000.00
Monthly	10,260.46	10,773.48	11,312.16	11,877.77	12,471.66	13,095.24	13,750.00
Biweekly	4,735.60	4,972.38	5,221.00	5,482.05	5,756.15	6,043.96	6,346.15
Hourly	59.1950	62.1547	65.2625	68.5256	71.9519	75.5495	79.3269
Public Works & Community Services Director							
Annual	143,680.22	150,864.24	158,407.45	166,327.82	174,644.21	183,376.42	192,545.24
Monthly	11,973.35	12,572.02	13,200.62	13,860.65	14,553.68	15,281.37	16,045.44
Biweekly	5,526.16	5,802.47	6,092.59	6,397.22	6,717.09	7,052.94	7,405.59
Hourly	69.0770	72.5309	76.1574	79.9653	83.9636	88.1617	92.5698