



AGENDA

REGULAR MEETING

LA PALMA CITY COUNCIL

TUESDAY, MAY 6, 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

5:30 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. CONFERENCE WITH LABOR NEGOTIATORS **Pursuant to Government Code section 54957.6.**

Agency Designated Representatives: Mike Egan, Interim 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. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

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

Position Title: City Manager

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

PLEDGE OF ALLEGIANCE

Council Member Baker

INVOCATION

Pastor Matthew Agosto, City Church
Council Member Keo

ROLL CALL

PRESENTATIONS

- Introduction of Norma Alley as La Palma's new City Clerk; Jake Chavira as La Palma's new Public Works Manager; and Evan Archer as La Palma's new Water Worker.
- Proclamation in Recognition of May through August as Drowning Prevention
- Recognition of Young Leaders of Orange County for their Ten Year Anniversary
- Recognition of John F. Kennedy High School's Basketball, Cross Country, Golf, Football, Soccer, Volleyball, and Wrestling Champions.
- Recognition of City Leaders in honor of American Asian Pacific Islanders (AAPI) Month
- Recognition of Orange County's Cambodian Heritage Month by the Board of Supervisors

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 April 1, 2025, Regular Meeting, and Minutes of the April 15, 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 April 15, 2025, and May 6, 2025.

4. **Resolution Amending the City Council's Regular Meeting Schedule**

It is recommended that the City Council adopt a Resolution amending the City's Council's Regular Meeting Schedule for July and December, 2025.

5. **Authorize Funding for Annual Contribution to the North Orange County Service Planning Area**

It is recommended that the City Council appropriate and allocate \$141,750 from its Housing Fund to cover the City's Fiscal Year 2024-25 required contribution to the North Orange County Service Planning Area.

6. **Update to Authorized Signatories for City Banking and Investment Transactions**

It is recommended that the City Council adopt a Resolution revising authorized

signatories for the City's banking and investment accounts.

7. **Agreement between the County of Orange and City of La Palma for the AlertOC Mass Notification System**

It is recommended that the City Council approve and authorize the Interim City Manager, or authorized designee, to execute a Memorandum of Understanding between the City and the County of Orange to allow their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements. This MOU shall be in effect from December 30, 2024, and shall expire on December 30, 2029.

8. **Third Quarter Cash and Investment Report, Fiscal Year 2024-25**

It is recommended that the City Council receive and file the report.

9. **Third Quarter Operating Report, Fiscal Year 2024-25**

It is recommended that the City Council receive and file the report.

10. **Award of Contract for Professional Services for Print Publications**

It is recommended that the City Council authorize the Interim City Manager to execute an Agreement with The Dot Printer, Inc., to provide professional graphic design, printing and mailing services for the City's quarterly brochure, Mosaic, for an amount not to exceed \$50,000 annually.

11. **Authorize Second Amendment to Waste Disposal Agreement**

It is recommended that the City Council:

1. Approve the Waste Disposal Agreement one-year extension, including a 2.6% CPI disposal fee increase, through June 30, 2026; and
2. Authorize the Interim City Manager, or designee, to execute the Second Amendment to the Waste Disposal Agreement between the County of Orange and the City of La Palma.

12. **Adopt a Resolution Identifying the Road Repair and Accountability Act List (SB 1) of Projects for Fiscal Year 2025-26**

It is recommended that the City Council adopt a resolution to identify a list of projects to be funded by Senate Bill 1 (SB 1), The Road Repair and Accountability Act, for Fiscal Year 2025-26.

13. Notification of Rate Adjustment for Waste and Recycling Services

It is recommended that the City Council receive and file the report regarding the rate adjustment for residential and commercial waste and recycling services, effective July 1, 2025.

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS

14. Adoption of 2025 City Council Goals and Objectives

It is recommended that the City Council approve and adopt the 2025 Goals and Objectives.

15. Ratification of Labor Agreements and Updated Management Resolution

It is recommended that the City Council take the following actions:

1. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association;
2. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association;
3. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma Police Association; and
4. Adopt a Resolution approving the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Executive Management Employees.

16. Long-Term Fiscal Status and Draft Fiscal Year 2025-26 Budget

It is recommended that the City Council:

1. Receive the staff presentation on the Long-Term Fiscal Status Update;
2. Receive an overview of the Draft Fiscal Year 2025-26 Budget and provide direction for additional materials or information needed for the final budget to be presented on June 3, 2025; and

3. Transfer \$4.3 million from General Fund Unreserved Fund Balance to Emergency Reserve (\$2.3 million), Capital Outlay Reserves (\$1 million) and General Fund Budget Reserve (\$1 million) funds.

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.

City of La Palma

Agenda Item No. 1



MEETING DATE: May 6, 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: May 6, 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 April 1, 2025, Regular Meeting, and Minutes of the April 15, 2025, Special Meeting of the City Council.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. MINUTES 4-15-2025 SP
2. MINUTES 4-1-2025

MINUTES OF THE SPECIAL MEETING
OF THE LA PALMA CITY COUNCIL

April 15, 2025

CALL TO ORDER: Mayor Waldman called the Special Meeting of the La Palma City Council to order at 4:01 p.m. in the Council Chambers at La Palma City Hall, 7822 Walker Street, La Palma, California, with Council Member Keo being absent.

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. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

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

Position Title: Interim City Manager

CS-3. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

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

Position Title: City Manager

Council Member Keo joined the Closed Session at 4:08 p.m.

OPEN SESSION TO BEGIN AT 5:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members present: Council Member Baker, Council Member Keo,
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
Ryan Hallett, Assistant City Manager
Kimberly Kenney, City Clerk

ORAL COMMUNICATIONS (Time Limit: 5 Minutes Each)

No members of the public wished to speak.

REGULAR ITEMS

1. Interim City Manager Agreement

Recommendation that the City Council adopt the attached Resolution and authorize the Mayor to sign an Employment Agreement with Michael J. Egan.

City Manager McNamara gave the Staff Report.

Council Member Comments and Questions:

Discussion ensued regarding the City Council's appreciation for the experience and knowledge that Interim City Manager Mike Egan will bring.

Mayor Pro Tem N. Patel made a motion to adopt Resolution No. 2025-18 approving the Interim City Manager Agreement with Michael J. Egan.

The motion was seconded by Council Member Baker 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

2. Approval of Executive Recruiter Agreement

Recommendation the City Council authorize the City Manager to execute an Agreement with Ralph Andersen & Associates for the recruitment of a new permanent City Manager.

City Manager McNamara gave the Staff Report.

Council Member Comments and Questions:

Discussion ensued regarding the Ad Hoc committee's background on the process and their rationale for selecting Ralph Anderson as the City's executive recruiter; and that the City has a previous history with Ralph Anderson in selecting our current City Manager McNamara into his position.

Council Member Keo made a motion to authorize the City Manager to execute an Agreement with Ralph Andersen & Associates for the recruitment of a new permanent City Manager.

The motion was seconded by Mayor Pro Tem N. Patel and carried on the following vote:

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

NOES: None

ADJOURNMENT

Mayor Waldman adjourned the Special Meeting at 5:06 p.m.

Mark I. Waldman
Mayor

City Council Special Meeting
April 15, 2025
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Attest:

Kimberly Kenney, CMC
City Clerk

MINUTES OF THE REGULAR MEETING
OF THE LA PALMA CITY COUNCIL

April 1, 2025

CALL TO ORDER: Mayor Waldman called the Regular Meeting of the La Palma City Council to order at 4:00 p.m. in the Council Chambers of La Palma City Hall, 7822 Walker Street, La Palma, California.

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])

Mayor Waldman recessed to Closed Session at 4:01 p.m.

Mayor Waldman adjourned Closed Session at 5:40 p.m.

OPEN SESSION TO BEGIN AT 6:30PM

Mayor Waldman reconvened in Open Session at 6:30 p.m. and asked for a report out of Closed Session.

City Attorney Thind responded that there are no reportable actions out of Closed Session.

PLEDGE OF ALLEGIANCE: Council Member Vikesh Patel

INVOCATION: Reverend Nader Hanna, King of the Nation Ministries

ROLL CALL: Council Members

Council Members present: Council Member Baker, Council Member Keo, 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
Kimberly Kenney, City Clerk
Alan Rivera, Management Assistant

PRESENTATIONS:

Mayor Pro Tem Patel presented a proclamation to Donate Life Month ambassador Rita Jackson in recognition of April as Donate Life month.

Mayor Pro Tem Patel presented Certificates of Recognition to Chloe Park and Alia Subedi of American Martial Arts for achieving their Black Belt ranking.

Mayor Pro Tem N. Patel presented a Certificate of Recognition to Gabriel Sanchez acknowledging his efforts as a Gold Presidential Volunteer Service Award recipient.

ORAL COMMUNICATIONS

Misty Torres, an Anaheim resident and the former La Palma Tiny Tots teacher in the Recreation Department, addressed the City Council regarding her history teaching the Tiny Tots program; thanked the parents for their support; and noted concerns regarding her resignation from the organization.

Jocelyn Padilla, a former La Palma Recreation Department employee, addressed the City Council regarding her former employment by the City of La Palma; her history working for the recreation department and concerns that led to her departure from the organization.

Jasmine Ng, a resident of La Palma, addressed the City Council regarding her support for the Tiny Tots program and support for former teacher Misty Torres.

Chris Louie, a La Palma resident, addressed the City Council regarding his support for the Tiny Tots program; issues about the program that need to be addressed; and support for former teacher Misty Torres.

Chloe Janoian, a La Palma resident, addressed the City Council regarding his support for the Tiny Tots program; issues about the program that need to be addressed; and support for former teacher Misty Torres; and her opposition to the City Manager's response to her concerns.

Maxine Espalin, a La Palma resident, addressed the City Council regarding the lack of transparency by not live streaming City Council meetings; opposition to not getting enough community input before decisions are made; and holding elected officials responsible.

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 March 4, 2025, Regular Meeting, and Minutes of the March 20, 2025, Special Meeting of the City Council.

3. Approval of Register of Demands

Adopt Resolution No. 2025-16 approving the Registers of Demands for March 18, 2025, and April 1, 2025.

4. Destruction of Obsolete Departmental Records
Adopt Resolution No. 2025-17 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
 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
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)
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
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
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

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.

Mayor Pro Tem Nitesh Patel made a motion to approve Consent Calendar Items 1-10.

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

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

NOES: None

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS

11. La Palma's 70th Anniversary Commemorative Activities

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

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

Council Comments and Questions:

Discussion ensued regarding support for Option 2, restoring and repainting the Walker Water well; concerns about the cost and that Option 2 saves money; support for including the new design above the existing artwork on the Walker Well; support for banners versus poles with signage; support for Option 1 as well; that the cost for the double-sided banners is \$110 each; that the cost for the Well Tower is \$15,000 because of the work involved to refresh, update,

and completely redo the City's anniversary; opposition to the expense of \$15,000; that if the City Council is going to spend that kind of money, it should be spent on the 75th anniversary; and support for not spending funds for the 70th anniversary on the well and acquire the banners instead.

Public Input:

Sharon Gutjhar, a La Palma resident, addressed the City Council regarding the of public communication regarding the City celebration of its 70th anniversary; support for anniversary signage that everyone can see; and opposition to the cost for one-time use banners.

Discussion further ensued regarding Mayor Waldman's support to save the money entirely; and that the City does not have the funds to come out every year and put up new banners recognizing the next anniversary.

Mayor Pro Tem Nitesh Patel made a motion to table the item to a date uncertain.

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

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

NOES: None

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

Recommendation 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.

Community Development Manager Deines gave the Staff Report.

Public Input:

Applicant Doug Conrady, Cofounder of Clineva Clinics, addressed the City Council regarding this office site being able to fit his needs perfectly; that there no external modifications planned, only internal tenant improvements; that the proposed clinic is a physician office similar to a dental practice which this

property is zoned for; that this doctors office with exam rooms and one x-ray tech will have extended office hours so that the public can come 7 days a week; that they see approximately 3 patients per hour; that he argued the definitions between medical office versus medical center; and asked the City Council to support his proposal.

Council Comments and Questions:

Discussion ensued regarding how patients book appointments; that patients are appointment based via an online portal; that any type of medical need that you can't get into see your primary care physician is what they treat, including lacerations; that this is an urgent care to see the doctor and faster than the emergency room; that this fills the gap between the primary care and emergency room; patients are billed for first treatment; that medical offices typically do not have extended hours, only urgent care clinics; that they see approximately 3 patients per hour; that Clineva's operating hours are 8:00 a.m. - 8:00 p.m., 7 days a week; that there will be either a Physician's Assistant (PA), a doctor of Osteopathic Medicine (DO), or a Medical Doctor on site by law that is a California licensed provider; that the City's zoning code does not define medical office, but does define medical clinic and medical center as well as hospital; that the land use matrix in our Municipal Code does define medical office versus medical center; that being next to residential area, a lower intensification is allowed and thus, a medical clinic or center would be a higher use intensification; that the applicant wants to be classified as a medical office, but Staff has designated this as an urgent care - a medical clinic; that this is not a request to change the zoning, but that the applicant is appealing the decision to change the determination to an office and not a center as staff has determined; that they will not have any prescription medications on site, but rather issue prescriptions so the patient will have to go to the pharmacy to fill it; and that essentially, City Attorney Thind noted that the City Council will need to make the determination on the terms of use for this site proposal, and the Council is the ultimate definer of the Municipal Code to interpret the uses.

Public Input:

Maryanna Barrigan, a La Palma resident, addressed the City Council regarding the patient count at peak hours.

Mr. Conrady responded that the patient count is adjusted seasonally; that at any given time, they see a higher count during cold and flu season; however, during the summer time, they see less patients.

Sharon Gutjhar, a La Palma resident, addressed the Council regarding whether patients could come back and see the doctor; that they don't have

prescriptions at the office, but they can call in prescriptions is a misconception.

Mayor Pro Tem Nitesh Patel noted the clinic is not a pharmacy, but they can give the patient a prescription so they can go to the pharmacy; and that they don't have medication on site.

Mayor Pro Tem Nitesh Patel made a motion to 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.

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

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

NOES: None

13. Public Works Department Update and Reclassification Recommendation

Recommendation 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.

City Manager McNamara gave the Staff Report.

Council Comments and Questions:

Discussion ensued regarding Council Member Baker's support for Community Development Manager Deines appointment to this new position; that there will be cost savings as this will combine two department head positions; that the City Council welcomed her to take on the department and the challenges of this new position; that she was congratulated by being recognized by Assemblywoman Quirk-Silva as a woman of distinction; and acknowledgment of her leadership capabilities.

Public Input:

No members of the public wished to speak.

Council Member Keo made a motion to adopt Resolution No. 2025-19 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.

The motion was seconded by Mayor Pro Tem Nitesh Patel and carried on the following vote:

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

NOES: None

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

Council Member Keo Conklin attended the recognition and remembrance ceremony of the Cambodian genocide by L.A. County Supervisor Janice Hahn and recognized the residents for submitting their public comments.

Council Member Baker attended Cypress College Foundation's 50th Anniversary of Americana Awards and congratulated Rick and Jean Daum as La Palma's Citizens of the Year; the 2025 Association of California Cities-Orange County (ACC-OC) Sacramento Advocacy Trip; the Special Council Meeting; the Orange County Mosquito and Vector Control District (OCMVCD) Board of Trustees Meeting; the Orange County Sanitation District's (OC San) Strategic Planning and Board of Directors Meeting; the City of Cerritos Celebration of Outgoing Mayor, Mayor Pro Tem, and Council Member; the Eagle Scouts Court of Honor Ceremony for Troop 650; the Orange County Board of Supervisors Meeting Celebrating Women's History Month; the City of Cerritos Council Meeting Oath of Office and Mayoral Transition; the Orange County Council of Governments (OCCOG) 2025 Annual Conference; the Orange County Women in Leadership Summit; and Assemblywoman Sharon Quirk Silva's Women of Distinctions Awards Ceremony were both she and Community Development Manager Dienes were recognized; congratulated Gabriel Sanchez on his Gold Presidential Volunteer Service Award; wished everyone a happy Easter; reminded everyone of the upcoming Festival of Nations (FON) parade and celebration; and thanked outgoing City Manager McNamara for his dedicated support and service to the City of La Palma and wished him well in his future endeavors.

Council Member Vikesh Patel attended the OC San District plant tour; Cypress College Foundation's 50th Anniversary of Americana Awards; the OC San Strategic Planning

Special meeting; the Special City Council meeting; the Eagle Scout Court of Honor for Troop 650; congratulated the Community Development Manager Deines on advancing into her new position; and thanked outgoing City Manager McNamara for his dedicated support and service to the City of La Palma and wished him well in his future endeavors.

Mayor Pro Tem Nitesh Patel attended the Orange County Fire Authority (OCFA) Finance Budget meeting; the Cypress College Foundation's 50th anniversary of Americana Awards; the City of Cerritos Celebration of Outgoing Mayor, Mayor Pro Tem, and Council Member; the Each One Teach One (EOTO) non-profit mission trip to Africa with Hands for Hope to Kenya; congratulated Community Development Manager Deines and Council Member Baker for being awarded as Women of Distinction; congratulated Troop 650 on their Eagle Scout accomplishment; and thanked outgoing City Manager McNamara for his dedicated support and service to the City of La Palma and wished him well in his future endeavors.

Mayor Waldman had nothing to report; congratulated Community Development Manager Deines on advancing into her new position; and thanked outgoing City Manager McNamara for his dedicated support and service to the City of La Palma and wished him well in his future endeavors.

CITY MANAGER REMARKS

City Manager McNamara congratulated the Community Development Manager Deines on advancing into her new position; applauded her every endeavor in joining the La Palma family; announced his deep appreciation for the City Council's support over the years; that this has been a very honest relationship and a wonderful Council to work with; that he will treasure his 5 years at La Palma and will watch the City's continued success; and that Staff, the City Attorney, and Council have all been outstanding.

CITY ATTORNEY REMARKS

City Attorney Thind thanked outgoing City Manager McNamara for his many years of dedicated service and appreciated the great working relationship they shared.

ADJOURNMENT

Mayor Waldman adjourned the Regular Meeting of the City Council at 8:16 p.m.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 3



MEETING DATE: May 6, 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 April 15, 2025, and May 6, 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

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA APPROVING THE REGISTERS OF DEMANDS
FOR APRIL 15, 2025, AND MAY 6, 2025.**

WHEREAS, certain financial obligations are due and payable by the City of La Palma, a General Law City, as of April 15, 2025, and May 6, 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 April 15, 2025, and May 6, 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 6th day of May, 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 6th day of May, 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 4/2/2025 - 4/15/2025

Approval

Reviewed by

A handwritten signature in blue ink, appearing to read "Ryan Hallett", is written over a horizontal line.

Ryan Hallett - Assistant City Manager

A handwritten signature in blue ink, appearing to read "Michael Egan", is written over a horizontal line.

Michael Egan - Interim City Manager

Warrant Register

Post Dates: 4/2/2025 - 4/15/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01024 - ABLE BUILDING MAINTENANCE CO				
04/15/2025	APA002468	ABLE BUILDING MAINTENANC...	MAR'25 JANITORIAL SERVICES/CY	172.23
04/15/2025	APA002468	ABLE BUILDING MAINTENANC...	MAR'25 JANITORIAL SERVICES/CH	1,138.83
04/15/2025	APA002468	ABLE BUILDING MAINTENANC...	MAR'25 JANITORIAL SERVICES/PD	1,827.73
04/15/2025	APA002468	ABLE BUILDING MAINTENANC...	MAR'25 JANITORIAL SERVICES/CS	3,861.05
Vendor 01024 - ABLE BUILDING MAINTENANCE CO Total:				6,999.84
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
04/15/2025	APA002469	ADMIRAL PEST CONTROL INC	3/21 PEST CONTROL/CP	175.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				175.00
Vendor: 01047 - AFLAC				
04/15/2025	APA002470	AFLAC	MAR'25 AFLAC/PD	384.88
04/15/2025	APA002470	AFLAC	APR'25 AFLAC INS PREM W/H	133.44
Vendor 01047 - AFLAC Total:				518.32
Vendor: 03354 - AIRWAVE COMMUNICATIONS ENTERPRISES				
04/15/2025	APA002471	AIRWAVE COMMUNICATIONS...	3/21 EQUIP REPAIR/#751	541.35
Vendor 03354 - AIRWAVE COMMUNICATIONS ENTERPRISES Total:				541.35
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
04/15/2025	APA002472	ALL CITY MANAGEMENT SVC I...	3/2-3/15 CROSSING GUARD SVC/PD	7,482.35
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				7,482.35
Vendor: 05789 - AMAZON.COM SERVICES LLC				
04/07/2025	DFT0009883	AMAZON.COM SERVICES LLC	3/19 BOOTH SUPPLIES/70TH ANN	112.22
04/07/2025	DFT0009883	AMAZON.COM SERVICES LLC	3/19 BOOTH SUPPLIES/70TH ANN	-64.56
04/07/2025	DFT0009883	AMAZON.COM SERVICES LLC	3/19 BOOTH SUPPLIES/70TH ANN	-33.68
04/07/2025	DFT0009884	AMAZON.COM SERVICES LLC	3/19 (200)BADGE HOLDERS(80) REELS/HR	79.79
04/07/2025	DFT0009892	AMAZON.COM SERVICES LLC	3/24 OFFICE SUPPLIES/FIN	201.70
04/07/2025	DFT0009893	AMAZON.COM SERVICES LLC	3/23 OFFICE SUPPLIES/FIN	465.20
04/07/2025	DFT0009894	AMAZON.COM SERVICES LLC	3/24 OFFICE SUPPLIES/FIN	9.40
04/07/2025	DFT0009895	AMAZON.COM SERVICES LLC	3/25 OFFICE SUPPLIES/FIN	25.36
Vendor 05789 - AMAZON.COM SERVICES LLC Total:				795.43
Vendor: 01015 - AT&T				
04/15/2025	39877	AT&T	3/25#826-6272 TELEMETRY/WTR BAN 9391033974	61.83
04/15/2025	39877	AT&T	4/1#995-1569 WALKER ST SYNCH - BAN 9391033976	31.65
04/15/2025	39877	AT&T	4/4#523-4309 EOC LINES/PD-BAN 9391033970	242.32
04/15/2025	39877	AT&T	4/4#523-7351FAX/PD-BAN 9391033971	33.75
Vendor 01015 - AT&T Total:				369.55
Vendor: 05233 - BRENDA TRAN				
04/15/2025	APA002525	BRENDA TRAN	13030 LESS CANCELLATION FEE	-11.00
04/15/2025	APA002525	BRENDA TRAN	13030 MARTIAL ARTS RFD	50.00
04/15/2025	APA002525	BRENDA TRAN	13030 MARTIAL ARTS RFD	50.00
Vendor 05233 - BRENDA TRAN Total:				89.00
Vendor: 05800 - BRUNO GOMEZ				
04/15/2025	APA002474	BRUNO GOMEZ	BOOTH RFD/FON	225.00
Vendor 05800 - BRUNO GOMEZ Total:				225.00
Vendor: 05176 - BUREAU VERITAS NORTH AMERICA INC				
04/15/2025	APA002475	BUREAU VERITAS NORTH AM...	FEB'25 BLDG INSP SVCS/BS	5,462.50

Warrant Register

Post Dates: 4/2/2025 - 4/15/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
04/15/2025	APA002475	BUREAU VERITAS NORTH AM...	FEB'25 PERMIT TECH SVCS/BS	3,150.00
04/15/2025	APA002475	BUREAU VERITAS NORTH AM...	FEB'25 PLAN CK SVCS HOURLY/BS	1,764.19
04/15/2025	APA002475	BUREAU VERITAS NORTH AM...	FEB'25 BLDG OFF SVCS/BS	1,330.00
04/15/2025	APA002475	BUREAU VERITAS NORTH AM...	FEB'25 SOLAR PLAN CK SVCS/BS	600.00
04/15/2025	APA002475	BUREAU VERITAS NORTH AM...	FEB'25 BLDG INSP MLGE/BS	175.14
Vendor 05176 - BUREAU VERITAS NORTH AMERICA INC Total:				12,481.83
Vendor: 01251 - C D W GOVERNMENT INC				
04/15/2025	APA002476	C D W GOVERNMENT INC	(3)PRINTER INK/FIN	431.44
04/15/2025	APA002476	C D W GOVERNMENT INC	(1)PRINTER INK/FIN	93.63
04/15/2025	APA002476	C D W GOVERNMENT INC	(4)PRINTER INK/FIN	525.07
Vendor 01251 - C D W GOVERNMENT INC Total:				1,050.14
Vendor: 05794 - CAMERON PANINGSORO				
04/15/2025	APA002477	CAMERON PANINGSORO	3/23 COMM CTR DEPOSIT RFD	300.00
04/15/2025	APA002477	CAMERON PANINGSORO	3/23PAVILION DEPOSIT RFD	200.00
Vendor 05794 - CAMERON PANINGSORO Total:				500.00
Vendor: 05610 - CAMILLE VALLEY				
04/15/2025	APA002527	CAMILLE VALLEY	3/3-3/24 BALLET	195.00
04/15/2025	APA002527	CAMILLE VALLEY	3/3-3/24 BALLET & TAP	39.00
04/15/2025	APA002527	CAMILLE VALLEY	3/3-3/24 JAZZ	39.00
Vendor 05610 - CAMILLE VALLEY Total:				273.00
Vendor: 03548 - CHEMRITE INC				
04/15/2025	APA002478	CHEMRITE INC	LIQUID ORTHO PHOSPHATE/WTR	12,216.75
Vendor 03548 - CHEMRITE INC Total:				12,216.75
Vendor: 03604 - CINTAS CORPORATION				
04/15/2025	APA002479	CINTAS CORPORATION	3/13 UNIFORM SVC/PW	57.35
04/15/2025	APA002479	CINTAS CORPORATION	3/13 UNIFORM SVC/PW	57.35
04/15/2025	APA002479	CINTAS CORPORATION	3/13 UNIFORM SVC/PW	62.43
04/15/2025	APA002479	CINTAS CORPORATION	3/20 UNIFORM SVC/PW	50.10
04/15/2025	APA002479	CINTAS CORPORATION	3/20 UNIFORM SVC/PW	50.10
04/15/2025	APA002479	CINTAS CORPORATION	3/20 UNIFORM SVC/PW	65.74
04/15/2025	APA002479	CINTAS CORPORATION	3/27 MAT RENTAL/REC	150.93
04/15/2025	APA002479	CINTAS CORPORATION	3/27 UNIFORM SVC/PW	49.35
04/15/2025	APA002479	CINTAS CORPORATION	3/27 UNIFORM SVC/PW	49.35
04/15/2025	APA002479	CINTAS CORPORATION	3/27 UNIFORM SVC/PW	65.79
Vendor 03604 - CINTAS CORPORATION Total:				658.49
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
04/03/2025	39873	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				
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	1/29 SUPPLIES/TEENS	21.28
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/3 MTG SUPPLIES/GG	39.98
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/3 SUPPLIES/INSPOTEEN	18.59
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/5 SUPPLIES/FON	2.70
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/19 SUPPLIES/AMERICANA AWARDS	41.59
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/19 SUPPLIES/AMERICANA AWARDS	4.38
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/19 SUPPLIES/AMERICANA AWARDS	36.10
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/19 SUPPLIES/AMERICANA AWARDS	15.00
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/25 SUPPLIES/TT	3.25
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	2/26 SUPPLIES/TT	7.06
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	3/3 SUPPLIES/INSPOTEEN	7.52
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	3/3 SUPPLIES/INSPOTEEN	5.30

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Post Dates: 4/2/2025 - 4/15/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	3/10 SUPPLIES/INSPOTTEEN	28.50
04/15/2025	39879	CITY OF LA PALMA PETTY CASH	3/27 SUPPLIES/FON	67.75
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				299.00
Vendor: 01363 - CITY OF REDONDO BEACH				
04/15/2025	39882	CITY OF REDONDO BEACH	7/31 EXCURSION/DC	675.00
Vendor 01363 - CITY OF REDONDO BEACH Total:				675.00
Vendor: 01368 - CIVICPLUS				
04/15/2025	APA002480	CIVICPLUS	MAR'25 CC MTG CLOSED CAPTIONING/ADM	262.97
Vendor 01368 - CIVICPLUS Total:				262.97
Vendor: 04385 - CONTROL AIR ENTERPRISES LLC				
04/15/2025	APA002481	CONTROL AIR ENTERPRISES LLC	3/27 QTRLY PM SVC/CC	1,622.00
Vendor 04385 - CONTROL AIR ENTERPRISES LLC Total:				1,622.00
Vendor: 04325 - CONVERGINT TECHNOLOGIES LLC				
04/15/2025	APA002482	CONVERGINT TECHNOLOGIES ...	MAR'25 SECURITY SYSTM MAINTENANCE/PD	1,230.50
Vendor 04325 - CONVERGINT TECHNOLOGIES LLC Total:				1,230.50
Vendor: 01395 - COUNTY OF ORANGE				
04/15/2025	39881	COUNTY OF ORANGE	FEB'25 AFIS FEES/PD	458.00
Vendor 01395 - COUNTY OF ORANGE Total:				458.00
Vendor: 04387 - DOG WASTE DEPOT				
04/15/2025	APA002484	DOG WASTE DEPOT	3/28 (4)CASES DOG WASTE BAGS/PW	85.87
Vendor 04387 - DOG WASTE DEPOT Total:				85.87
Vendor: 01631 - FRANCHISE TAX BOARD				
04/03/2025	DFT0009859	FRANCHISE TAX BOARD	State Tax Withholding	40.51
04/03/2025	DFT0009875	FRANCHISE TAX BOARD	State Tax Withholding	10,045.83
Vendor 01631 - FRANCHISE TAX BOARD Total:				10,086.34
Vendor: 04276 - G M T				
04/15/2025	APA002485	G M T	3/12 MAINT & RPR EQUIP/CC	250.00
Vendor 04276 - G M T Total:				250.00
Vendor: 05601 - GABRIELA FUNES				
04/15/2025	2262	GABRIELA FUNES	3/24-26 CRIME ANALYSIS TRNG/PD	69.00
Vendor 05601 - GABRIELA FUNES Total:				69.00
Vendor: 04004 - GARY WILSON				
04/15/2025	2264	GARY WILSON	3/30-4/4 ICI BURGLARY TRNG/PD	473.00
Vendor 04004 - GARY WILSON Total:				473.00
Vendor: 05719 - GISSELLE SIFUENTES				
04/15/2025	2263	GISSELLE SIFUENTES	3/24-26 CRIME ANALYSIS TRNG/PD	134.94
Vendor 05719 - GISSELLE SIFUENTES Total:				134.94
Vendor: 01674 - GOLDEN TOUCH TOWING				
04/15/2025	APA002487	GOLDEN TOUCH TOWING	3/16 TOWING FEE/CS#252851	240.00
Vendor 01674 - GOLDEN TOUCH TOWING Total:				240.00
Vendor: 01684 - GRAINGER				
04/10/2025	39876	GRAINGER	4/10 (2)FAUCETS/CC	568.92
04/10/2025	39876	GRAINGER	5/1 SUPPLIES/CH	499.88
04/10/2025	39876	GRAINGER	7/3 SUPPLIES/WTR	713.97
04/10/2025	39876	GRAINGER	7/3 SUPPLIES/WTR	60.11
04/10/2025	39876	GRAINGER	7/16 CONCRETE GRINDER BELT/PW	11.90
04/10/2025	39876	GRAINGER	7/23 CONCRETE GRINDER BELT/PW	11.82
04/10/2025	39876	GRAINGER	9/4 RPR PARTS/LP-36	216.05
04/10/2025	39876	GRAINGER	9/17 SUPPLIES/WTR	317.55

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Post Dates: 4/2/2025 - 4/15/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
04/10/2025	39876	GRAINGER	9/17 SUPPLIES/WTR	873.29
04/10/2025	39876	GRAINGER	10/8 RPR PARTS/CC	201.76
04/10/2025	39876	GRAINGER	10/14 RPR PARTS/PD	52.75
04/10/2025	39876	GRAINGER	10/21 REPL MOTOR/CY	356.20
04/10/2025	39876	GRAINGER	10/24 SUPPLIES/CC	79.36
04/10/2025	39876	GRAINGER	10/31 REPL PALLET JACK/WW	482.09
04/10/2025	39876	GRAINGER	10/31 REP...	42.57
04/10/2025	39876	GRAINGER	11/7 REPL THERMOSTAT/WTR	42.57
04/10/2025	39876	GRAINGER	11/13 SUPPLIES/WTR	692.04
04/10/2025	39876	GRAINGER	11/13 SUPPLIES/WTR	529.22
04/10/2025	39876	GRAINGER	11/26 SUPPLIES/CP	66.56
04/10/2025	39876	GRAINGER	12/27 SUPPLIES/CC	499.57
04/10/2025	39876	GRAINGER	12/27 SUPPLIES/CC	99.91
04/10/2025	39876	GRAINGER	2/6 SAFETY GEAR/PW	54.86
04/10/2025	39876	GRAINGER	2/10 SUPPLIES/WTR	17.04
04/10/2025	39876	GRAINGER	2/10 SUPPLIES/WTR	55.75
04/10/2025	39876	GRAINGER	2/12 REPL BALLASTS/PW	322.99
Vendor 01684 - GRAINGER Total:				6,868.73

Vendor: 05303 - HEALTH AND HUMAN RESOURCES CENTER INC

04/15/2025	APA002489	HEALTH AND HUMAN RESOU...	MAY'25 EAP	129.60
Vendor 05303 - HEALTH AND HUMAN RESOURCES CENTER INC Total:				129.60

Vendor: 02642 - HOME DEPOT

04/15/2025	APA002490	HOME DEPOT	3/20 SUPPLIES/PW	41.21
04/15/2025	APA002490	HOME DEPOT	3/19 RET'D SUPPLIES/PW	-146.63
04/15/2025	APA002490	HOME DEPOT	3/19 SUPPLIES/PW	116.37
04/15/2025	APA002490	HOME DEPOT	3/19 SUPPLIES/PW	88.29
04/15/2025	APA002490	HOME DEPOT	3/19 SUPPLIES/PW	146.63
04/15/2025	APA002490	HOME DEPOT	3/18 SUPPLIES/PW	344.16
04/15/2025	APA002490	HOME DEPOT	3/27 SUPPLIES/70TH ANNIVERSARY	310.00
04/15/2025	APA002490	HOME DEPOT	3/25 CERT SUPPLIES/PD	161.52
04/15/2025	APA002490	HOME DEPOT	3/5 SUPPLIES/FON	53.79
04/15/2025	APA002490	HOME DEPOT	3/24 SUPPLIES/PW	185.73
Vendor 02642 - HOME DEPOT Total:				1,301.07

Vendor: 05649 - INFINITY TECHNOLOGIES

04/15/2025	APA002491	INFINITY TECHNOLOGIES	MAR'25 IT SVCS	13,083.00
04/15/2025	APA002491	INFINITY TECHNOLOGIES	MAR'25 Sentinel One	595.00
04/15/2025	APA002491	INFINITY TECHNOLOGIES	MAR'25 Duo	138.00
04/15/2025	APA002491	INFINITY TECHNOLOGIES	Infinity Technologies - Special Projects	645.00
Vendor 05649 - INFINITY TECHNOLOGIES Total:				14,461.00

Vendor: 01764 - INTERNAL REVENUE SERVICE

04/03/2025	DFT0009858	INTERNAL REVENUE SERVICE	Federal Tax Withholding	94.58
04/03/2025	DFT0009860	INTERNAL REVENUE SERVICE	Medicare	12.04
04/03/2025	DFT0009874	INTERNAL REVENUE SERVICE	Federal Tax Withholding	26,333.22
04/03/2025	DFT0009876	INTERNAL REVENUE SERVICE	Medicare	6,777.38
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				33,217.22

Vendor: 01775 - IRON MOUNTAIN

04/15/2025	APA002492	IRON MOUNTAIN	APR'25 RECORDS STORAGE	300.17
Vendor 01775 - IRON MOUNTAIN Total:				300.17

Vendor: 05803 - JEFFREY SANTOS

04/15/2025	APA002493	JEFFREY SANTOS	13048 TT RFD	272.00
04/15/2025	APA002493	JEFFREY SANTOS	13048 LESS CANCELLATION FEE	-11.00
Vendor 05803 - JEFFREY SANTOS Total:				261.00

Vendor: 01858 - JESSICA GARCERON

04/15/2025	APA002486	JESSICA GARCERON	3/29 COMM CTR DEPOSIT RFD	300.00
Vendor 01858 - JESSICA GARCERON Total:				300.00

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Post Dates: 4/2/2025 - 4/15/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01801 - JHM SUPPLY INC				
04/15/2025	APA002494	JHM SUPPLY INC	3/11 IRRIGATION RPR SUPPLIES/PD	79.88
04/15/2025	APA002494	JHM SUPPLY INC	3/17 IRRIGATION SUPPLIES/LIBR	912.89
04/15/2025	APA002494	JHM SUPPLY INC	3/18 IRRIGATION SUPPLIES/PD	263.47
Vendor 01801 - JHM SUPPLY INC Total:				1,256.24
Vendor: 05798 - JIM CASTOR				
04/15/2025	APA002495	JIM CASTOR	3/30 PAVILION DEPOSIT RFD	200.00
Vendor 05798 - JIM CASTOR Total:				200.00
Vendor: 05805 - JUNGUN SONG				
04/15/2025	APA002496	JUNGUN SONG	13004 TENNIS RFD	69.00
04/15/2025	APA002496	JUNGUN SONG	13004 PROCESSING FEE RFD	7.86
Vendor 05805 - JUNGUN SONG Total:				76.86
Vendor: 05537 - KAREN GONZALEZ				
04/15/2025	APA002488	KAREN GONZALEZ	3/12 GRAPHIC DSGN 70TH ANN WELL MOCKUPS, EBLM CLR	475.00
Vendor 05537 - KAREN GONZALEZ Total:				475.00
Vendor: 01938 - KEN GRODY FORD				
04/15/2025	APA002497	KEN GRODY FORD	3/24 RPL SPK PLUG, IGN COIL & CYLINDER/#746	420.27
Vendor 01938 - KEN GRODY FORD Total:				420.27
Vendor: 05331 - KIDZ TALENT ACADEMY				
04/15/2025	APA002498	KIDZ TALENT ACADEMY	3/4-4/1 BASKETBALL SKILLS & DRILLS	51.35
04/15/2025	APA002498	KIDZ TALENT ACADEMY	3/4-3/25 YOUTH GYMNASTICS & TUMBLING	280.80
Vendor 05331 - KIDZ TALENT ACADEMY Total:				332.15
Vendor: 01975 - L P G E A				
04/03/2025	39872	L P G E A	LPGEA Dues Withheld	234.00
Vendor 01975 - L P G E A Total:				234.00
Vendor: 01986 - LA PALMA NEIGHBORHOOD WATCH				
04/15/2025	39878	LA PALMA NEIGHBORHOOD ...	2/20 CATERING REIM/NW BNQT	2,565.00
Vendor 01986 - LA PALMA NEIGHBORHOOD WATCH Total:				2,565.00
Vendor: 01988 - LA PALMA POLICE ASSN				
04/03/2025	39874	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,487.96
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,487.96
Vendor: 05739 - LAN PHAM				
04/15/2025	APA002509	LAN PHAM	3/19 SOFTBALL RNTL RFD	40.00
04/15/2025	APA002509	LAN PHAM	2/26 SOFTBALL RNTL RFD	50.00
Vendor 05739 - LAN PHAM Total:				90.00
Vendor: 05520 - LENNIE KING				
04/15/2025	APA002499	LENNIE KING	3/16 COMM CTR DEPOSIT RFD	300.00
Vendor 05520 - LENNIE KING Total:				300.00
Vendor: 04657 - LISA AMSELL				
04/15/2025	APA002473	LISA AMSELL	3/1-3/29 MARTIAL ARTS	32.50
Vendor 04657 - LISA AMSELL Total:				32.50
Vendor: 02039 - LIZ PARKER				
04/15/2025	APA002508	LIZ PARKER	Summer'25 Brochure/Rec	6,020.00
Vendor 02039 - LIZ PARKER Total:				6,020.00
Vendor: 01976 - LPPEA				
04/03/2025	39875	LPPEA	LPPEA Dues Withheld	60.00
Vendor 01976 - LPPEA Total:				60.00

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Post Dates: 4/2/2025 - 4/15/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05072 - MASTERLUBE CYPRESS				
04/15/2025	APA002500	MASTERLUBE CYPRESS	3/19 OIL CHANGE/#749	107.08
Vendor 05072 - MASTERLUBE CYPRESS Total:				107.08
Vendor: 05795 - MICHELE MACIEL				
04/15/2025	APA002501	MICHELE MACIEL	3/22 GAZEBO DEPOSIT RFD	100.00
Vendor 05795 - MICHELE MACIEL Total:				100.00
Vendor: 02183 - MINUTEMAN PRESS				
04/15/2025	APA002503	MINUTEMAN PRESS	(58)FLYERS/70TH ANN	70.67
Vendor 02183 - MINUTEMAN PRESS Total:				70.67
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
04/03/2025	APA002466	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30
04/03/2025	APA002466	MISSION SQUARE - PLAN 302...	Deferred Comp	1,690.00
04/03/2025	APA002466	MISSION SQUARE - PLAN 302...	Deferred Comp	2,520.52
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				5,402.82
Vendor: 05790 - MV CHENG & ASSOCIATES INC,				
04/15/2025	39880	MV CHENG & ASSOCIATES INC,	MAR'25 ACCTNG CONSULTING SERVICES/FIN - PAYROLL	5,266.25
Vendor 05790 - MV CHENG & ASSOCIATES INC, Total:				5,266.25
Vendor: 02217 - NATIONAL AUTO FLEET GROUP				
04/15/2025	APA002504	NATIONAL AUTO FLEET GROUP	4/2 2025 FORD POLICE UTILITY VEH/#754	55,631.77
04/15/2025	APA002504	NATIONAL AUTO FLEET GROUP	4/3 2025 FORD POLICE UTILITY VEH/#753	55,631.77
Vendor 02217 - NATIONAL AUTO FLEET GROUP Total:				111,263.54
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
04/15/2025	APA002506	OCCUPATIONAL HEALTH CEN...	3/28 EMPL PHYS/(1)PW FT	717.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				717.00
Vendor: 02290 - PACIFIC TELEMAGEMENT SVCS				
04/15/2025	APA002507	PACIFIC TELEMAGEMENT S...	4/1#739-9864 PAYPHONE/PD	78.00
Vendor 02290 - PACIFIC TELEMAGEMENT SVCS Total:				78.00
Vendor: 02279 - PERS RETIREMENT				
04/03/2025	DFT0009855	PERS RETIREMENT	CalPERS Employee Contribution	19.08
04/03/2025	DFT0009856	PERS RETIREMENT	CalPERS Employer Contribution	19.03
04/03/2025	DFT0009861	PERS RETIREMENT	CalPERS Employee Contribution	1,963.51
04/03/2025	DFT0009862	PERS RETIREMENT	CalPERS Employer Contribution	3,931.91
04/03/2025	DFT0009863	PERS RETIREMENT	CalPERS Employee Contribution	1,477.30
04/03/2025	DFT0009864	PERS RETIREMENT	CalPERS Employer Contribution	2,142.10
04/03/2025	DFT0009865	PERS RETIREMENT	CalPERS Employee Contribution	3,675.17
04/03/2025	DFT0009866	PERS RETIREMENT	CalPERS Employer Contribution	3,732.09
04/03/2025	DFT0009867	PERS RETIREMENT	CalPERS Employee Contribution	1,840.90
04/03/2025	DFT0009868	PERS RETIREMENT	CalPERS Employer Contribution	5,993.17
04/03/2025	DFT0009869	PERS RETIREMENT	CalPERS Employee Contribution	416.83
04/03/2025	DFT0009870	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
04/03/2025	DFT0009871	PERS RETIREMENT	CalPERS Employee Contribution	8,899.80
04/03/2025	DFT0009872	PERS RETIREMENT	CalPERS Employer Contribution	8,877.05
04/03/2025	DFT0009873	PERS RETIREMENT	Employee Survivor Contribution Amount	47.43
04/03/2025	DFT0009886	PERS RETIREMENT	CalPERS Employee Contribution	-20.65
04/03/2025	DFT0009887	PERS RETIREMENT	CalPERS Employer Contribution	-20.60
Vendor 02279 - PERS RETIREMENT Total:				44,071.32

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02343 - PRO FORCE LAW ENFORCEMENT				
04/15/2025	APA002510	PRO FORCE LAW ENFORCEME...	12/30 (36)Glock Trade Balance/PD	180.00
Vendor 02343 - PRO FORCE LAW ENFORCEMENT Total:				180.00
Vendor: 04371 - QUADIENT LEASING USA INC				
04/15/2025	APA002511	QUADIENT LEASING USA INC	MAY-JUL'25 POSTAGE MACHINE RNTL	1,025.25
Vendor 04371 - QUADIENT LEASING USA INC Total:				1,025.25
Vendor: 04881 - REVENUE & COST SPECIALIST LLC				
04/15/2025	APA002512	REVENUE & COST SPECIALIST ...	3/19 RCS Cost Allocation Plan & Fee Study	5,862.50
Vendor 04881 - REVENUE & COST SPECIALIST LLC Total:				5,862.50
Vendor: 05671 - RICHARD MIEIR				
04/15/2025	APA002502	RICHARD MIEIR	3/6-3/27 TAI CHI	171.60
Vendor 05671 - RICHARD MIEIR Total:				171.60
Vendor: 05732 - RING CENTRAL INC				
04/15/2025	APA002513	RING CENTRAL INC	Citywide Phone System Replacement & Support	2,206.21
Vendor 05732 - RING CENTRAL INC Total:				2,206.21
Vendor: 05802 - ROSA CHAVARIN				
04/15/2025	APA002514	ROSA CHAVARIN	12998 PROCESSING FEE RFD	10.97
04/15/2025	APA002514	ROSA CHAVARIN	12998 PICKLEBALL RFD	59.00
04/15/2025	APA002514	ROSA CHAVARIN	12998 PICKLEBALL RFD	59.00
Vendor 05802 - ROSA CHAVARIN Total:				128.97
Vendor: 05408 - RUPERTO DELA CRUZ				
04/15/2025	APA002483	RUPERTO DELA CRUZ	3/22 PAVILION DEPOSIT RFD	200.00
Vendor 05408 - RUPERTO DELA CRUZ Total:				200.00
Vendor: 02456 - S J CONTRACTOR				
04/15/2025	APA002515	S J CONTRACTOR	(2)BOTTLE FILL STATIONS INSTL/CC	6,334.00
Vendor 02456 - S J CONTRACTOR Total:				6,334.00
Vendor: 05797 - SERENA GUERRA				
04/15/2025	APA002517	SERENA GUERRA	3/15 PAVILION DEPOSIT RFD	100.00
Vendor 05797 - SERENA GUERRA Total:				100.00
Vendor: 05226 - SHAWN SATO				
04/15/2025	APA002516	SHAWN SATO	12680 DAY CAMP RFD	145.00
04/15/2025	APA002516	SHAWN SATO	12680 DAY CAMP RFD	145.00
04/15/2025	APA002516	SHAWN SATO	12680 LESS CANCELLATION FEE	-11.00
04/15/2025	APA002516	SHAWN SATO	12680 LESS CANCELLATION FEE	-11.00
Vendor 05226 - SHAWN SATO Total:				268.00
Vendor: 04859 - SIERRA ANALYTICAL LABS INC				
04/15/2025	APA002519	SIERRA ANALYTICAL LABS INC	FEB'25 WATER SAMPLES	4,099.23
Vendor 04859 - SIERRA ANALYTICAL LABS INC Total:				4,099.23
Vendor: 03008 - SKYLINE SAFETY & SUPPLY				
04/15/2025	APA002520	SKYLINE SAFETY & SUPPLY	3/17 (250)TEMP NO PARKING SIGNS/PW	545.16
Vendor 03008 - SKYLINE SAFETY & SUPPLY Total:				545.16
Vendor: 02535 - SMART & FINAL				
04/15/2025	APA002521	SMART & FINAL	3/20 KITCHEN SUPPLIES/PD	59.53
04/15/2025	APA002521	SMART & FINAL	3/31 KITCHEN SUPPLIES/PD	45.22
04/15/2025	APA002521	SMART & FINAL	4/1 SUPPLIES/INSPOTEEN	62.62
04/15/2025	APA002521	SMART & FINAL	4/1 SUPPLIES/REC	7.60
Vendor 02535 - SMART & FINAL Total:				174.97
Vendor: 02640 - SO CAL GAS COMPANY				
04/07/2025	DFT0009896	SO CAL GAS COMPANY	4/3 8415 MEADOWLARK/BOOSTER	14.30
04/07/2025	DFT0009897	SO CAL GAS COMPANY	4/3 8441 MOODY/CY	124.11

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
04/07/2025	DFT0009898	SO CAL GAS COMPANY	4/3 7821 WALKER/CC&CP	497.88
04/07/2025	DFT0009899	SO CAL GAS COMPANY	4/7 6800 WALKER/WW	50.00
04/07/2025	DFT0009900	SO CAL GAS COMPANY	4/7 7792 WALKER/PD	1,377.85
Vendor 02640 - SO CAL GAS COMPANY Total:				2,064.14

Vendor: 02556 - SOUTHERN CALIFORNIA EDISON

04/07/2025	DFT0009903	SOUTHERN CALIFORNIA EDIS...	3/31 4772 LP AVE/SPRINKLERS	3.70
04/07/2025	DFT0009905	SOUTHERN CALIFORNIA EDIS...	3/26 8400 MOODY/PED	2.63
04/07/2025	DFT0009906	SOUTHERN CALIFORNIA EDIS...	3/26 5712 LA PALMA TC1	68.97
04/07/2025	DFT0009907	SOUTHERN CALIFORNIA EDIS...	4/1 LS-1/ALL NIGHT ADD'L LAMPS	50.25
04/07/2025	DFT0009908	SOUTHERN CALIFORNIA EDIS...	4/1 LS-1/ALL NIGHT	14,330.11
04/07/2025	DFT0009909	SOUTHERN CALIFORNIA EDIS...	4/1 LS-2/METERED	436.31
04/07/2025	DFT0009910	SOUTHERN CALIFORNIA EDIS...	4/1 WALKER/91 FWY LAMPS	124.50
04/07/2025	DFT0009911	SOUTHERN CALIFORNIA EDIS...	4/1 LS-2 8231-1/2 WALKER	17.80
04/07/2025	DFT0009911	SOUTHERN CALIFORNIA EDIS...	4/1 LS-2/8172 MOODY	35.61
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 7792 WALKER/PD	5,490.04
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 LAURELWOOD/SCE LAMPS	29.60
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 7821 WALKER/CC&CP	2,557.92
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 LP/COMSTOCK SPRINKLER	15.61
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 7872-1/2 DENNI SPRINKLER	14.94
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 6750 SPRINKLER	14.65
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 7711 MDY/ORGTHRPE SPRNKL	38.61
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 BYRNE/WALKER LAMPS	113.52
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 7711 FURMAN RD POLE	94.13
04/07/2025	DFT0009912	SOUTHERN CALIFORNIA EDIS...	4/1 6800 WALKER/PUMP	6,763.50
04/07/2025	DFT0009913	SOUTHERN CALIFORNIA EDIS...	3/28 8415 MEADOWLARK/BSTR	9,583.07
04/07/2025	DFT0009914	SOUTHERN CALIFORNIA EDIS...	3/19 7831 WALKER/CP	258.11
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				40,043.58

Vendor: 02568 - STAPLES BUSINESS ADVANTAGE

04/15/2025	APA002522	STAPLES BUSINESS ADVANTA...	3/13 PATROL SUPPLIES/PD	41.59
04/15/2025	APA002522	STAPLES BUSINESS ADVANTA...	3/19 OFFICE SUPPLIES/PD	70.82
04/15/2025	APA002522	STAPLES BUSINESS ADVANTA...	3/19 OFFICE SUPPLIES/PD	13.42
04/15/2025	APA002522	STAPLES BUSINESS ADVANTA...	3/26 EVIDENCE SUPPLIES/PD	61.63
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				187.46

Vendor: 01620 - STEVE A. FILARSKY ATTORNEY AT LAW

04/15/2025	APA002523	STEVE A. FILARSKY ATTORNEY...	3/3-3/25 Labor Atty Svcs	180.00
Vendor 01620 - STEVE A. FILARSKY ATTORNEY AT LAW Total:				180.00

Vendor: 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC

04/15/2025	APA002505	TAN NGUYEN OR WEST GROVE...	3/2-3/23 ADV VOLLEYBALL	63.70
04/15/2025	APA002505	TAN NGUYEN OR WEST GROVE...	3/2-3/23 INT VOLLEYBALL	95.55
Vendor 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC Total:				159.25

Vendor: 02655 - THE WORKSHOP

04/15/2025	APA002534	THE WORKSHOP	(6750)BUSINESS CARDS/PD	200.00
04/15/2025	APA002534	THE WORKSHOP	(6750)BUSINESS CARDS/PD	100.00
04/15/2025	APA002534	THE WORKSHOP	(6750)BUSINESS CARDS/PD	414.90
04/15/2025	APA002534	THE WORKSHOP	(6750)BUSINESS CARDS/PD	500.00
04/15/2025	APA002534	THE WORKSHOP	(6750)BUSINESS CARDS/PD	60.00
Vendor 02655 - THE WORKSHOP Total:				1,274.90

Vendor: 04630 - T-MOBILE USA INC

04/15/2025	39883	T-MOBILE USA INC	2/21-3/20 UAS DATA PLAN/PD - Acct. 971557340	32.80
Vendor 04630 - T-MOBILE USA INC Total:				32.80

Vendor: 05525 - TOWNSEND PUBLIC AFFAIRS INC

04/15/2025	APA002524	TOWNSEND PUBLIC AFFAIRS I...	APR'25 GRANT WRITING&FUNDING ADVOCACY SVCS	2,200.00
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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
04/15/2025	APA002524	TOWNSEND PUBLIC AFFAIRS I...	APR'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,925.00
04/15/2025	APA002524	TOWNSEND PUBLIC AFFAIRS I...	APR'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,375.00
Vendor 05525 - TOWNSEND PUBLIC AFFAIRS INC Total:				5,500.00
Vendor: 02700 - TYLER TECHNOLOGIES INC				
04/15/2025	APA002526	TYLER TECHNOLOGIES INC	MAY'24-APR'25 ERP Pro Utilities Annual Fees	3,106.05
04/15/2025	APA002526	TYLER TECHNOLOGIES INC	Project Management - PO 2024-480537-Z3Q2DO	250.00
04/15/2025	APA002526	TYLER TECHNOLOGIES INC	MAY'25-APR'26 INCODE SUITE MAINT	24,013.98
04/15/2025	APA002526	TYLER TECHNOLOGIES INC	MAY'25-APR'26 INCODE DOC MGMT ANNUAL FEE	3,261.35
04/15/2025	APA002526	TYLER TECHNOLOGIES INC	MAY'25-APR'26 TYLER UNIVERSITY	1,200.00
04/15/2025	APA002526	TYLER TECHNOLOGIES INC	MAY'25-APR'26 INCODE CRM ANNUAL FEE	1,035.85
Vendor 02700 - TYLER TECHNOLOGIES INC Total:				32,867.23
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
04/03/2025	APA002467	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	712.06
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				712.06
Vendor: 02742 - VERIZON WIRELESS				
04/15/2025	39884	VERIZON WIRELESS	3/11-4/10 DATA ACCESS/ENG TECH	45.01
04/15/2025	39884	VERIZON WIRELESS	3/16 CELL PHONES/REC	30.10
04/15/2025	39884	VERIZON WIRELESS	3/16 MACHINE TO MACHINE	150.22
04/15/2025	39884	VERIZON WIRELESS	3/17-4/16 DATA ACCESS/WTR	46.20
04/15/2025	39884	VERIZON WIRELESS	3/17-4/16 SEDARU DATA PLAN/WTR	140.14
Vendor 02742 - VERIZON WIRELESS Total:				411.67
Vendor: 05736 - VERVE CLOUD INC				
04/07/2025	DFT0009915	VERVE CLOUD INC	3/15 Backup ISP	1,002.76
Vendor 05736 - VERVE CLOUD INC Total:				1,002.76
Vendor: 05804 - VIRGINIA ST. AMANT				
04/15/2025	APA002528	VIRGINIA ST. AMANT	12998 PICKLEBALL RFD	59.00
04/15/2025	APA002528	VIRGINIA ST. AMANT	12998 PROCESSING FEE RFD	7.23
Vendor 05804 - VIRGINIA ST. AMANT Total:				66.23
Vendor: 05796 - VIVIAN HAN				
04/15/2025	APA002529	VIVIAN HAN	3/29 GAZEBO DEPOSIT RFD	100.00
Vendor 05796 - VIVIAN HAN Total:				100.00
Vendor: 05593 - WATERWORKFORCE				
04/15/2025	APA002530	WATERWORKFORCE	OCT'24 WATER CONSULTING SVC/PW	10,281.25
04/15/2025	APA002530	WATERWORKFORCE	OCT'24 ON-CALL WTR CONSULTING SVC/PW	237.50
04/15/2025	APA002530	WATERWORKFORCE	NOV'24 WATER CONSULTING SVC/PW	3,621.25
04/15/2025	APA002530	WATERWORKFORCE	DEC'24 WATER CONSULTING SVC/PW	6,812.50
Vendor 05593 - WATERWORKFORCE Total:				20,952.50
Vendor: 04196 - WECK LABORATORIES INC				
04/15/2025	APA002531	WECK LABORATORIES INC	3/10 WATER SAMPLES/CY	200.00
04/15/2025	APA002531	WECK LABORATORIES INC	3/3 WATER SAMPLES/CY	200.00
04/15/2025	APA002531	WECK LABORATORIES INC	1/27 WATER SAMPLES/CY	200.00

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04/15/2025	APA002531	WECK LABORATORIES INC	2/3 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				800.00
Vendor: 05801 - WENSHAN WANG				
04/15/2025	APA002532	WENSHAN WANG	13037 SOCCER RFD	69.00
Vendor 05801 - WENSHAN WANG Total:				69.00
Vendor: 03987 - WEX HEALTH INC				
04/15/2025	APA002533	WEX HEALTH INC	MAR'25 FLEX ADM SVC	50.00
Vendor 03987 - WEX HEALTH INC Total:				50.00
Vendor: 04636 - ZOOM VIDEO COMMUNICATIONS INC				
04/15/2025	APA002535	ZOOM VIDEO COMMUNICATI...	3/27/25-3/26/26 ZOOM VIDEO SUBSCRIPT/IT	839.46
Vendor 04636 - ZOOM VIDEO COMMUNICATIONS INC Total:				839.46
Grand Total:				426,513.20



City of La Palma

Warrant Register

By Vendor Name

Post Dates 4/16/2025 - 5/7/2025

Approval

Reviewed by

A handwritten signature in blue ink that reads "Ryan Hallett".

Ryan Hallett - Assistant City Manager

A handwritten signature in blue ink that reads "Michael Egan".

Michael Egan - Interim City Manager

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
05/06/2025	APA002540	ADMIRAL PEST CONTROL INC	4/4 PEST CONTROL/WW	123.00
05/06/2025	APA002540	ADMIRAL PEST CONTROL INC	4/4 PEST CONTROL/CY	205.00
05/06/2025	APA002540	ADMIRAL PEST CONTROL INC	4/4 PEST CONTROL/5410 LA PALMA	64.00
05/06/2025	APA002540	ADMIRAL PEST CONTROL INC	4/4 PEST CONTROL/CH&PD	194.00
05/06/2025	APA002540	ADMIRAL PEST CONTROL INC	4/4 GOPHER CONTROL/EROW	179.00
05/06/2025	APA002540	ADMIRAL PEST CONTROL INC	4/4 PEST CONTROL/CS	175.00
05/06/2025	APA002540	ADMIRAL PEST CONTROL INC	4/4 PEST CONTROL/CS	175.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				1,115.00
Vendor: 01042 - AETNA US HEALTHCARE				
05/06/2025	APA002541	AETNA US HEALTHCARE	May '25 Dental Premium	5,058.10
Vendor 01042 - AETNA US HEALTHCARE Total:				5,058.10
Vendor: 01047 - AFLAC				
05/06/2025	APA002542	AFLAC	Apr '25 AFLAC/PD	384.88
Vendor 01047 - AFLAC Total:				384.88
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
05/06/2025	APA002543	ALL CITY MANAGEMENT SVC I...	3/16-3/29 CROSSING GUARD SVCS/PD	3,741.17
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				3,741.17
Vendor: 05789 - AMAZON.COM SERVICES LLC				
04/30/2025	DFT0009983	AMAZON.COM SERVICES LLC	3/27 KITCHEN SUPPLIES/CS	90.45
Vendor 05789 - AMAZON.COM SERVICES LLC Total:				90.45
Vendor: 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE				
05/06/2025	APA002544	AMERICAN TIRE DEPOT - BIG ...	4/4 RPL TIRE/#746	516.92
05/06/2025	APA002544	AMERICAN TIRE DEPOT - BIG ...	4/9 RPL TIRE/#746	315.21
Vendor 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE Total:				832.13
Vendor: 05695 - ANGEL AN				
05/06/2025	APA002545	ANGEL AN	3/15-4/5 KOREAN DANCE	65.00
05/06/2025	APA002545	ANGEL AN	3/15-4/5 KOREAN DRUM	78.00
Vendor 05695 - ANGEL AN Total:				143.00
Vendor: 01016 - AT&T MOBILITY				
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	52.78
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	38.65
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	727.53
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	133.66
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	625.04
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	38.82
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	47.50
04/29/2025	DFT0009956	AT&T MOBILITY	4/8 CELL PHONE BILLS/PD&PW	38.65
Vendor 01016 - AT&T MOBILITY Total:				1,702.63
Vendor: 01015 - AT&T				
05/06/2025	39893	AT&T	APR'25 DISPATCH PHONE SERV/PD-BAN 9391084360	138.76
05/06/2025	39893	AT&T	4/13#339/3342-4813 T1/PD - BAN 9391033966	155.55
05/06/2025	39893	AT&T	4/13#523-2193 T1/CH - BAN 9391033969	557.07
05/06/2025	39893	AT&T	4/15#690-3922 RV Parking Permit - BAN 9391033973	37.90
05/06/2025	39893	AT&T	3/20-4/19 800MHZ OCSD/PD - BAN 9391064973	1,216.40
05/06/2025	39893	AT&T	4/25#826-6272 TELEMETRY/WTR BAN 9391033974	62.42
Vendor 01015 - AT&T Total:				2,168.10

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Vendor: 05199 - BAY AREA DRIVING SCHOOL INC				
05/06/2025	APA002546	BAY AREA DRIVING SCHOOL I...	2/1-4/30 ONLINE DRIVER'S ED	32.49
Vendor 05199 - BAY AREA DRIVING SCHOOL INC Total:				32.49
Vendor: 01251 - C D W GOVERNMENT INC				
05/06/2025	APA002547	C D W GOVERNMENT INC	(1)PRINTER INK/FIN	230.60
Vendor 01251 - C D W GOVERNMENT INC Total:				230.60
Vendor: 01252 - C F P INC				
05/06/2025	APA002548	C F P INC	(1)MAR'25 BLOOD TEST/PD	147.50
Vendor 01252 - C F P INC Total:				147.50
Vendor: 04615 - CA AUTO AND BRAKE INC				
05/06/2025	APA002549	CA AUTO AND BRAKE INC	4/3 VEH RPRS/LP-10	558.52
Vendor 04615 - CA AUTO AND BRAKE INC Total:				558.52
Vendor: 03604 - CINTAS CORPORATION				
05/06/2025	APA002551	CINTAS CORPORATION	4/3 UNIFORM SVC/PW	55.35
05/06/2025	APA002551	CINTAS CORPORATION	4/3 UNIFORM SVC/PW	55.35
05/06/2025	APA002551	CINTAS CORPORATION	4/3 UNIFORM SVC/PW	61.49
05/06/2025	APA002551	CINTAS CORPORATION	4/10 UNIFORM SVC/PW	57.35
05/06/2025	APA002551	CINTAS CORPORATION	4/10 UNIFORM SVC/PW	57.35
05/06/2025	APA002551	CINTAS CORPORATION	4/10 UNIFORM SVC/PW	62.43
Vendor 03604 - CINTAS CORPORATION Total:				349.32
Vendor: 03283 - CITY NATIONAL BANK				
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/19 ORAL PANEL/PD	146.49
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/17 SUPPLIES/PD	76.64
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/25 VEH MAINT SUPPLIES/#749	52.50
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/18 RPL COVER WHEEL/#747	108.99
04/21/2025	DFT0009885	CITY NATIONAL BANK	4/4 INSTALL POWER STEP DEPOSIT/#756	200.00
04/21/2025	DFT0009885	CITY NATIONAL BANK	4/3 DISPUTED CHARGES/PD	589.91
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/7 AWARD ENGRAVING/PD	27.50
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/4 AWARD PLATE/PD	11.00
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/6 AWARD PLATES/PD	60.34
04/21/2025	DFT0009885	CITY NATIONAL BANK	4/13-4/16 POST SLI TRAVEL/PD	292.96
04/21/2025	DFT0009885	CITY NATIONAL BANK	5/13-5/14 FIREARMS&TACTICAL RIFLE COURSE/PD	329.60
04/21/2025	DFT0009885	CITY NATIONAL BANK	5/13-5/14 FIREARMS&TACTICAL RIFLE COURSE/PD	329.60
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/9-3/12 POST SLI TRAVEL/PD	434.22
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/9-3/12 POST SLI CAR RENTAL BAL/PD	73.93
04/21/2025	DFT0009885	CITY NATIONAL BANK	5/7 TEMP HOLDING CELLS TRNG/PD	108.55
04/21/2025	DFT0009885	CITY NATIONAL BANK	4/9 DIGITAL EVIDENCE MGMT COURSE/PD	159.00
04/21/2025	DFT0009885	CITY NATIONAL BANK	5/18-5/21 POST SLI TRAVEL/PD	475.96
04/21/2025	DFT0009885	CITY NATIONAL BANK	4/2 PATROL SUPPLIES/PD	32.59
04/21/2025	DFT0009885	CITY NATIONAL BANK	4/2 WARRANT BUILDER SOFTWARE/PD	257.78
04/21/2025	DFT0009885	CITY NATIONAL BANK	3/4 SUPPLIES/PD	38.03
04/21/2025	DFT0009916	CITY NATIONAL BANK	4/1 MTG SUPPLIES/GG	72.00
04/21/2025	DFT0009916	CITY NATIONAL BANK	3/4 MTG SUPPLIES/GG	117.24
04/21/2025	DFT0009916	CITY NATIONAL BANK	4/1 MTG SUPPLIES/GG	142.57
04/21/2025	DFT0009916	CITY NATIONAL BANK	3/11 RECOG SUPPLIES/GG	323.25
04/21/2025	DFT0009916	CITY NATIONAL BANK	3/18 LANDSCAPE SUPPLIES/CH	450.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	8/6-27 MOVIES IN THE PARK/REC	2,080.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	7/7-11 EXCURSION/DC	2,953.48
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/24 TEST CHARGE RFD/FIN	-165.00

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04/21/2025	DFT0009942	CITY NATIONAL BANK	3/24 TEST CHARGE/FIN	165.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	1YR GRAMMARLY WRITING SUBSCR/IT	139.95
04/21/2025	DFT0009942	CITY NATIONAL BANK	4/10 CPRS BANQUET/(5)REC	325.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/30 OFFICE SUPPLIES/REC	27.18
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/27 OFFICE FURNITURE/REC	240.91
04/21/2025	DFT0009942	CITY NATIONAL BANK	4/2 POSTERS/FON	39.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	4/3 ARBOR DAY SUPPLIES/CAB	13.04
04/21/2025	DFT0009942	CITY NATIONAL BANK	4/3 ARBOR DAY SUPPLIES/CAB	251.16
04/21/2025	DFT0009942	CITY NATIONAL BANK	6/16-20 EXCURSION/DC	1,182.16
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/11 GRAPHIC DESIGN/PW	325.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	4/9 PESTICIDE TRNG/(1)PW	115.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	4/1 SUPPLIES/INSPOTEEN	78.65
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/31 SUPPLIES/INSPOTEEN	14.12
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/27 AWWA DUES/PW	525.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/11 CWEA CERT RWNL/MAINT LEAD	239.00
04/21/2025	DFT0009942	CITY NATIONAL BANK	3/11 CSM-1CERT RNWL/MAINT LEAD	106.00
04/21/2025	DFT0009978	CITY NATIONAL BANK	3/31 ANNUAL FEE/PD	50.00
04/21/2025	DFT0009978	CITY NATIONAL BANK	1YR CONSTANT CONTACT SUBSCRPT/IT	1,895.25
04/21/2025	DFT0009978	CITY NATIONAL BANK	3/11 AMZ UPS Batteries	209.87
04/21/2025	DFT0009978	CITY NATIONAL BANK	3/12 AMZ UPS Batteries	64.56
04/21/2025	DFT0009978	CITY NATIONAL BANK	3/24 APPLE MOBILE DEVICE MGMT PLAN/PD	74.75
04/21/2025	DFT0009978	CITY NATIONAL BANK	3/10 TrashBins/CH	378.44
04/21/2025	DFT0009978	CITY NATIONAL BANK	4/7 IPAD EXCEL WTR MTR READS APP/WTR	4.99
04/21/2025	DFT0009978	CITY NATIONAL BANK	4/7 IPAD EXCEL WTR MTR READS APP/WTR	4.99
04/21/2025	DFT0009984	CITY NATIONAL BANK	4/23-25 LOCC CONF/CDD	650.00
04/21/2025	DFT0009984	CITY NATIONAL BANK	4/23-25 LOCC CONF FLIGHT/CDD	232.96
04/21/2025	DFT0009984	CITY NATIONAL BANK	4/7 CEAOA MTG/CDD	59.00
04/21/2025	DFT0009984	CITY NATIONAL BANK	3/10 CC Replacement Fee/CD	25.00
04/21/2025	DFT0009984	CITY NATIONAL BANK	3/29 VEH MAINT PARTS/CD	17.22
04/21/2025	DFT0009984	CITY NATIONAL BANK	4/9 PDAOA MTG/CDD	25.00
Vendor 03283 - CITY NATIONAL BANK Total:				17,257.33
Vendor: 01347 - CITY OF CERRITOS				
05/06/2025	39894	CITY OF CERRITOS	JUL'24-JUN24 SIGNAL MAINT/PW	3,594.06
Vendor 01347 - CITY OF CERRITOS Total:				3,594.06
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
04/17/2025	39886	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	176.15
05/01/2025	39890	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	176.15
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				352.30
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
05/06/2025	39896	CITY OF LA PALMA PETTY CASH	3/12 FUEL/#745	20.00
05/06/2025	39896	CITY OF LA PALMA PETTY CASH	4/5 FUEL/#748	40.00
05/06/2025	39896	CITY OF LA PALMA PETTY CASH	4/7 FTO TRNG PARKING/PD	20.00
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				80.00
Vendor: 05706 - COLANTUONO HIGHSMITH & WHATLEY PC				
05/06/2025	APA002552	COLANTUONO HIGHSMITH &...	MAR'25 RETAINER	9,020.00
05/06/2025	APA002552	COLANTUONO HIGHSMITH &...	3/3-25 ATTY SVCS/PITCHESS- POLICE MATTERS	10,779.80
05/06/2025	APA002552	COLANTUONO HIGHSMITH &...	3/3-31 ATTY SVCS/PRA REQUESTS	2,128.40

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05/06/2025	APA002552	COLANTUONO HIGHSMITH &...	3/20-27 ATTY SVCS/LITIGATION MATTERS	136.00
05/06/2025	APA002552	COLANTUONO HIGHSMITH &...	3/2-28 ATTY SVCS/PW & UTILITIES	2,611.20
05/06/2025	APA002552	COLANTUONO HIGHSMITH &...	3/31 ATTY SVCS/TATARIAN V CITY OF LAPALMA	27.20
05/06/2025	APA002552	COLANTUONO HIGHSMITH &...	3/3-31 ATTY SVCS/WATER ISSUES	1,604.80
Vendor 05706 - COLANTUONO HIGHSMITH & WHATLEY PC Total:				26,307.40
Vendor: 04769 - CONAL MCNAMARA				
05/06/2025	2272	CONAL MCNAMARA	JAN-APR'25 WELLNESS REIMB/CM	100.20
Vendor 04769 - CONAL MCNAMARA Total:				100.20
Vendor: 04385 - CONTROL AIR ENTERPRISES LLC				
05/06/2025	APA002553	CONTROL AIR ENTERPRISES LLC	4/2 QTRLY PM SVC/PD	1,340.00
05/06/2025	APA002553	CONTROL AIR ENTERPRISES LLC	4/2 QTRLY PM SVC/CH	3,307.00
Vendor 04385 - CONTROL AIR ENTERPRISES LLC Total:				4,647.00
Vendor: 01395 - COUNTY OF ORANGE				
05/06/2025	39898	COUNTY OF ORANGE	JAN'25 PARKING CITATIONS/PD	688.50
05/06/2025	39898	COUNTY OF ORANGE	MAR'25 AFIS FEE/PD	458.00
05/06/2025	39898	COUNTY OF ORANGE	MAR'25 OCATS/CLETS PHONE SVC/PD	1,104.51
Vendor 01395 - COUNTY OF ORANGE Total:				2,251.01
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
05/06/2025	APA002554	CROSSTOWN ELECTRICAL & D...	MAR'25 SIGNAL MAINT/PW	1,260.00
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				1,260.00
Vendor: 01451 - DAVID FLEMING				
05/06/2025	2266	DAVID FLEMING	03/21 Vision CLM (David Fleming)	13.21
05/06/2025	2266	DAVID FLEMING	03/21 Vision CLM (David Fleming)	59.37
05/06/2025	2266	DAVID FLEMING	03/21 Vision CLM (David Fleming)	59.37
Vendor 01451 - DAVID FLEMING Total:				131.95
Vendor: 05811 - DENISSE CARDENAS				
05/06/2025	APA002555	DENISSE CARDENAS	4/5 GAZEBO DEPOSIT RFD	100.00
Vendor 05811 - DENISSE CARDENAS Total:				100.00
Vendor: 01472 - DEPT OF JUSTICE				
05/06/2025	APA002573	DEPT OF JUSTICE	Mar '25 FINGERPRINT/CS Vol	32.00
05/06/2025	APA002573	DEPT OF JUSTICE	Mar '25 FINGERPRINT/IT Contractor	32.00
05/06/2025	APA002573	DEPT OF JUSTICE	Mar '25 FINGERPRINT/PW FT	32.00
05/06/2025	APA002573	DEPT OF JUSTICE	Mar '25 FINGERPRINT/Adm Intern	64.00
Vendor 01472 - DEPT OF JUSTICE Total:				160.00
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
05/06/2025	APA002556	FEDERAL EXPRESS CORPORAT...	3/27 PRIORITY MAIL/PD	10.00
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				10.00
Vendor: 01615 - FERGUSON WATERWORKS				
05/06/2025	APA002557	FERGUSON WATERWORKS	2/3 (800)RADIO CONNECTORS/WTR	6,345.56
05/06/2025	APA002557	FERGUSON WATERWORKS	1/22 (5)6FT ANTENNAS & METERS/WTR	2,241.06
Vendor 01615 - FERGUSON WATERWORKS Total:				8,586.62
Vendor: 05071 - FLEETCOR TECHNOLOGIES INC - ARCO				
04/17/2025	DFT0009923	FLEETCOR TECHNOLOGIES INC...	4/3 GASOLINE/PD	369.11
04/17/2025	DFT0009923	FLEETCOR TECHNOLOGIES INC...	4/3 GASOLINE/REC	111.78

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04/17/2025	DFT0009923	FLEETCOR TECHNOLOGIES INC...	4/3 GASOLINE/PW	720.12
Vendor 05071 - FLEETCOR TECHNOLOGIES INC - ARCO Total:				1,201.01
Vendor: 01631 - FRANCHISE TAX BOARD				
04/17/2025	DFT0009890	FRANCHISE TAX BOARD	State Tax Withholding	2.11
04/17/2025	DFT0009921	FRANCHISE TAX BOARD	State Tax Withholding	-6.04
04/17/2025	DFT0009939	FRANCHISE TAX BOARD	State Tax Withholding	10,301.43
05/01/2025	DFT0009947	FRANCHISE TAX BOARD	State Tax Withholding	20.22
05/01/2025	DFT0009953	FRANCHISE TAX BOARD	State Tax Withholding	20.06
05/01/2025	DFT0009971	FRANCHISE TAX BOARD	State Tax Withholding	10,446.33
Vendor 01631 - FRANCHISE TAX BOARD Total:				20,784.11
Vendor: 05601 - GABRIELA FUNES				
05/06/2025	2267	GABRIELA FUNES	4/23 OC CAPE MTG MLGE/PD	12.46
Vendor 05601 - GABRIELA FUNES Total:				12.46
Vendor: 01679 - GOVERNMENTAL FINANCIAL SVCS				
05/06/2025	2269	GOVERNMENTAL FINANCIAL ...	FY25 ACCOUNTING SVCS/ADM	4,900.50
05/06/2025	2269	GOVERNMENTAL FINANCIAL ...	FY25 ACCOUNTING SVCS/ADM	3,118.50
05/06/2025	2269	GOVERNMENTAL FINANCIAL ...	FY25 ACCOUNTING SVCS/FIN	2,475.00
05/06/2025	2269	GOVERNMENTAL FINANCIAL ...	FY25 ACCOUNTING SVCS/ADM	891.00
Vendor 01679 - GOVERNMENTAL FINANCIAL SVCS Total:				11,385.00
Vendor: 05234 - HANABI TAIKO				
05/06/2025	APA002561	HANABI TAIKO	4/26 ENTERTAINMENT/FON	500.00
Vendor 05234 - HANABI TAIKO Total:				500.00
Vendor: 01695 - HDL COREN & CONE				
05/06/2025	APA002562	HDL COREN & CONE	APR-JUN'25 PROPERTY TAX SVCS	2,035.01
Vendor 01695 - HDL COREN & CONE Total:				2,035.01
Vendor: 02642 - HOME DEPOT				
05/06/2025	APA002564	HOME DEPOT	3/20 SUPPLIES/WTR	38.12
05/06/2025	APA002564	HOME DEPOT	4/8 SUPPLIES/CP	15.67
05/06/2025	APA002564	HOME DEPOT	3/27 SUPPLIES/PD	53.88
05/06/2025	APA002564	HOME DEPOT	3/27 SUPPLIES/PD	64.65
05/06/2025	APA002564	HOME DEPOT	3/26 SUPPLIES/PD	264.20
05/06/2025	APA002564	HOME DEPOT	4/14 SUPPLIES/FON	75.38
05/06/2025	APA002564	HOME DEPOT	4/3 SUPPLIES/PW	80.65
Vendor 02642 - HOME DEPOT Total:				592.55
Vendor: 05623 - HOUSTON & HARRIS PCS INC				
05/06/2025	APA002565	HOUSTON & HARRIS PCS INC	3/25-31 SEWER CLEANING/MAINT	11,353.26
Vendor 05623 - HOUSTON & HARRIS PCS INC Total:				11,353.26
Vendor: 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY				
05/06/2025	APA002567	INFRASTRUCTURE ENGINEERS...	MAR'25 CITY ENGINEER SVC/PW	2,288.00
05/06/2025	APA002567	INFRASTRUCTURE ENGINEERS...	MAR'25 CITY ENGINEER SVC/PW	915.00
05/06/2025	APA002567	INFRASTRUCTURE ENGINEERS...	MAR'25 CITY ENGINEER SVC/PW	915.00
05/06/2025	APA002567	INFRASTRUCTURE ENGINEERS...	MAR'25 CITY ENGINEER SVC/PW	457.00
Vendor 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY Total:				4,575.00
Vendor: 01762 - INTELLI-TECH				
05/06/2025	APA002568	INTELLI-TECH	4/23 (9)DELL CPUs,(3)LAPTOPS, (3)THNDR DOCKS	12,704.55
Vendor 01762 - INTELLI-TECH Total:				12,704.55
Vendor: 01764 - INTERNAL REVENUE SERVICE				
04/17/2025	DFT0009889	INTERNAL REVENUE SERVICE	Federal Tax Withholding	4.96
04/17/2025	DFT0009920	INTERNAL REVENUE SERVICE	Federal Tax Withholding	-12.98
04/17/2025	DFT0009938	INTERNAL REVENUE SERVICE	Federal Tax Withholding	26,209.48
04/17/2025	DFT0009940	INTERNAL REVENUE SERVICE	Medicare	6,818.90

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05/01/2025	DFT0009946	INTERNAL REVENUE SERVICE	Federal Tax Withholding	32.87
05/01/2025	DFT0009948	INTERNAL REVENUE SERVICE	Medicare	7.52
05/01/2025	DFT0009952	INTERNAL REVENUE SERVICE	Federal Tax Withholding	51.54
05/01/2025	DFT0009954	INTERNAL REVENUE SERVICE	Medicare	9.20
05/01/2025	DFT0009970	INTERNAL REVENUE SERVICE	Federal Tax Withholding	23,268.14
05/01/2025	DFT0009972	INTERNAL REVENUE SERVICE	Medicare	6,954.20
05/01/2025	DFT0009982	INTERNAL REVENUE SERVICE	Medicare	8.86
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				63,352.69
Vendor: 03984 - J THOMPSON ELECTRIC INC				
05/06/2025	APA002569	J THOMPSON ELECTRIC INC	4/9 ELECTRICAL SVCS/PD	890.00
05/06/2025	APA002569	J THOMPSON ELECTRIC INC	4/9 ELECTRICAL SVCS/CP	1,188.00
Vendor 03984 - J THOMPSON ELECTRIC INC Total:				2,078.00
Vendor: 05140 - JACOB GREEN & ASSOCIATES INC				
05/06/2025	APA002560	JACOB GREEN & ASSOCIATES ...	3/31 Executive Coaching Svcs/CS	250.00
Vendor 05140 - JACOB GREEN & ASSOCIATES INC Total:				250.00
Vendor: 04324 - JAMES EVENT PRODUCTIONS INC				
05/06/2025	APA002570	JAMES EVENT PRODUCTIONS ...	4/26 EQUIPMENT RNTL/FON	9,100.00
05/06/2025	APA002570	JAMES EVENT PRODUCTIONS ...	4/26 ACTIVITY RNTL/FON	12,059.00
05/06/2025	APA002570	JAMES EVENT PRODUCTIONS ...	4/26 ACTIVITY RNTL/FON	19,599.00
Vendor 04324 - JAMES EVENT PRODUCTIONS INC Total:				40,758.00
Vendor: 01826 - JANELL ADAMS				
05/06/2025	2265	JANELL ADAMS	3/19/21 CPRS CONF/CSS	3,304.30
Vendor 01826 - JANELL ADAMS Total:				3,304.30
Vendor: 05814 - JASMINE NG				
05/06/2025	APA002571	JASMINE NG	13163 TT RFD	33.00
Vendor 05814 - JASMINE NG Total:				33.00
Vendor: 05481 - JASON HONG				
05/06/2025	2271	JASON HONG	4/8 SUPPLIES/FON	298.66
05/06/2025	2271	JASON HONG	3/19/21 CPRS CONF/REC COORD	215.00
Vendor 05481 - JASON HONG Total:				513.66
Vendor: 03183 - JONAS KABILING				
05/06/2025	APA002574	JONAS KABILING	4/12 PAVILION DEPOSIT RFD	100.00
Vendor 03183 - JONAS KABILING Total:				100.00
Vendor: 05813 - JOSEPHINE RODRIGUEZ				
05/06/2025	APA002572	JOSEPHINE RODRIGUEZ	4/12 GAZEBO DEPOSIT RFD	100.00
Vendor 05813 - JOSEPHINE RODRIGUEZ Total:				100.00
Vendor: 03089 - JOSHUA GARCIA				
05/06/2025	2268	JOSHUA GARCIA	4/7-9 FTO TRNG/PD	101.76
05/06/2025	2268	JOSHUA GARCIA	4/13-16 POST SLI CLASS 552/PD	567.44
Vendor 03089 - JOSHUA GARCIA Total:				669.20
Vendor: 05537 - KAREN GONZALEZ				
05/06/2025	APA002559	KAREN GONZALEZ	4/10 GRAPHIC DESIGN 70TH ANN BANNERS	275.00
Vendor 05537 - KAREN GONZALEZ Total:				275.00
Vendor: 01932 - KATHY PHELPS				
05/06/2025	39899	KATHY PHELPS	1/6-3/29 AEROBICS FULL QUARTER	386.10
05/06/2025	39899	KATHY PHELPS	1/6-3/26 AEROBICS	600.60
05/06/2025	39899	KATHY PHELPS	1/11-3/29 AEROBICS	113.10
Vendor 01932 - KATHY PHELPS Total:				1,099.80
Vendor: 05554 - KIM EUNG HWA & KOREAN DANCE ACADEMY				
05/06/2025	APA002566	KIM EUNG HWA & KOREAN D...	4/26 ENTERTAINMENT/FON	500.00
Vendor 05554 - KIM EUNG HWA & KOREAN DANCE ACADEMY Total:				500.00

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Vendor: 01959 - KONICA MINOLTA PREMIER				
04/22/2025	DFT0009941	KONICA MINOLTA PREMIER	4/15-5/14 COPIER RENTAL/CH,PD,REC	598.50
Vendor 01959 - KONICA MINOLTA PREMIER Total:				598.50
Vendor: 05694 - L N CURTIS & SONS				
05/06/2025	APA002575	L N CURTIS & SONS	4/10 UNIFORM/PD	273.11
Vendor 05694 - L N CURTIS & SONS Total:				273.11
Vendor: 01975 - L P G E A				
04/17/2025	39885	L P G E A	LPGEA Dues Withheld	234.00
05/01/2025	39889	L P G E A	LPGEA Dues Withheld	252.00
Vendor 01975 - L P G E A Total:				486.00
Vendor: 01980 - LA PALMA CAR WASH				
05/06/2025	39895	LA PALMA CAR WASH	3/3-4/1 CAR WASH/PD	512.00
Vendor 01980 - LA PALMA CAR WASH Total:				512.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL				
05/06/2025	APA002576	LA PALMA INTERCOMMUNITY...	MAR '25 MEALS ON WHEELS	742.00
Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:				742.00
Vendor: 01988 - LA PALMA POLICE ASSN				
04/17/2025	39887	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,472.28
05/01/2025	39891	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,472.28
Vendor 01988 - LA PALMA POLICE ASSN Total:				2,944.56
Vendor: 01976 - LPPEA				
04/17/2025	39888	LPPEA	LPPEA Dues Withheld	60.00
05/01/2025	39892	LPPEA	LPPEA Dues Withheld	60.00
Vendor 01976 - LPPEA Total:				120.00
Vendor: 02070 - M M A S C				
05/06/2025	APA002577	M M A S C	4/22 MMASC SPD COACH LUNCHEON/MA	50.00
05/06/2025	APA002577	M M A S C	4/28 MMASC SPD COACH LUNCHEON/ADM INTRN	60.00
Vendor 02070 - M M A S C Total:				110.00
Vendor: 04380 - MANHATTAN STITCHING				
05/06/2025	APA002579	MANHATTAN STITCHING	4/8 (1)UNIFORM/CAB	37.71
Vendor 04380 - MANHATTAN STITCHING Total:				37.71
Vendor: 05298 - MARINA GRAPHIC CENTER INC				
05/06/2025	APA002580	MARINA GRAPHIC CENTER INC	SUMMER'25 MOSAIC BROCHURES/REC	7,465.19
Vendor 05298 - MARINA GRAPHIC CENTER INC Total:				7,465.19
Vendor: 03374 - MARY JOY FLORESCA				
05/06/2025	APA002558	MARY JOY FLORESCA	4/13 PAVILION DEPOSIT RFD	200.00
Vendor 03374 - MARY JOY FLORESCA Total:				200.00
Vendor: 05072 - MASTERLUBE CYPRESS				
05/06/2025	APA002581	MASTERLUBE CYPRESS	4/3 OIL CHANGE/#740	60.32
Vendor 05072 - MASTERLUBE CYPRESS Total:				60.32
Vendor: 05815 - MICHELLY LEE				
05/06/2025	APA002582	MICHELLY LEE	13007 PROCESSING FEE RFD	7.23
05/06/2025	APA002582	MICHELLY LEE	13007 TENNIS RFD	59.00
Vendor 05815 - MICHELLY LEE Total:				66.23
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
04/21/2025	APA002536	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30
04/21/2025	APA002536	MISSION SQUARE - PLAN 302...	Deferred Comp	1,690.00
04/21/2025	APA002536	MISSION SQUARE - PLAN 302...	Deferred Comp	2,520.52
05/01/2025	APA002538	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30
05/01/2025	APA002538	MISSION SQUARE - PLAN 302...	Deferred Comp	1,690.00
05/01/2025	APA002538	MISSION SQUARE - PLAN 302...	Deferred Comp	2,545.52
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				10,830.64

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Post Dates: 4/16/2025 - 5/7/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02201 - MUNICIPAL WATER DISTRICT OF				
05/06/2025	39897	MUNICIPAL WATER DISTRICT ...	MAR'25 CAPACITY CHARGE	593.36
05/06/2025	39897	MUNICIPAL WATER DISTRICT ...	MAR'25 WTR RTS CHARGE	298.65
Vendor 02201 - MUNICIPAL WATER DISTRICT OF Total:				892.01
Vendor: 05793 - MYERS & SONS HI-WAY SAFETY, INC				
05/06/2025	APA002583	MYERS & SONS HI-WAY SAFET...	3/24 GUARD RAIL RPR	2,309.94
05/06/2025	APA002583	MYERS & SONS HI-WAY SAFET...	3/31 SIGN STRAP MAINT	765.60
Vendor 05793 - MYERS & SONS HI-WAY SAFETY, INC Total:				3,075.54
Vendor: 05810 - NICHOLAS POLIZZI				
05/06/2025	APA002584	NICHOLAS POLIZZI	4/13 30MIN GAZEBO RNTL RFD	10.00
Vendor 05810 - NICHOLAS POLIZZI Total:				10.00
Vendor: 04888 - NOEMI MAESHIRO				
05/06/2025	APA002578	NOEMI MAESHIRO	4/6 PAVILION DEPOSIT RFD	100.00
Vendor 04888 - NOEMI MAESHIRO Total:				100.00
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
05/06/2025	APA002585	OCCUPATIONAL HEALTH CEN...	4/14-15 EMPL PHYS/(2) PW FT	1,647.00
05/06/2025	APA002585	OCCUPATIONAL HEALTH CEN...	4/9 EMPL PHYS/(1) MGMT FT	577.00
05/06/2025	APA002585	OCCUPATIONAL HEALTH CEN...	4/18 EMPL PHYS/(1)CS PT	577.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				2,801.00
Vendor: 02277 - PARS				
05/06/2025	APA002586	PARS	Feb'25 PARS Adm Svcs	405.79
Vendor 02277 - PARS Total:				405.79
Vendor: 02280 - PERS - MEDICAL				
05/05/2025	DFT0009955	PERS - MEDICAL	May '25 Health Premium Adm Fee/FT	122.13
05/05/2025	DFT0009955	PERS - MEDICAL	May '25 Health Plan Premium/RET	11,629.92
05/05/2025	DFT0009955	PERS - MEDICAL	May '25 Health Premium Adm Fee/RET	66.15
05/05/2025	DFT0009955	PERS - MEDICAL	May '25 Health Plan Premium/FT	50,888.27
Vendor 02280 - PERS - MEDICAL Total:				62,706.47
Vendor: 02279 - PERS RETIREMENT				
04/17/2025	DFT0009917	PERS RETIREMENT	CalPERS Employee Contribution	59.04
04/17/2025	DFT0009918	PERS RETIREMENT	CalPERS Employer Contribution	58.88
04/17/2025	DFT0009925	PERS RETIREMENT	CalPERS Employee Contribution	1,963.51
04/17/2025	DFT0009926	PERS RETIREMENT	CalPERS Employer Contribution	3,931.90
04/17/2025	DFT0009927	PERS RETIREMENT	CalPERS Employee Contribution	1,540.70
04/17/2025	DFT0009928	PERS RETIREMENT	CalPERS Employer Contribution	2,234.04
04/17/2025	DFT0009929	PERS RETIREMENT	CalPERS Employee Contribution	3,698.58
04/17/2025	DFT0009930	PERS RETIREMENT	CalPERS Employer Contribution	3,755.91
04/17/2025	DFT0009931	PERS RETIREMENT	CalPERS Employee Contribution	1,766.69
04/17/2025	DFT0009932	PERS RETIREMENT	CalPERS Employer Contribution	5,751.59
04/17/2025	DFT0009933	PERS RETIREMENT	CalPERS Employee Contribution	416.83
04/17/2025	DFT0009934	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
04/17/2025	DFT0009935	PERS RETIREMENT	CalPERS Employee Contribution	8,062.48
04/17/2025	DFT0009936	PERS RETIREMENT	CalPERS Employer Contribution	8,041.90
04/17/2025	DFT0009937	PERS RETIREMENT	Employee Survivor Contribution Amount	47.43
05/01/2025	DFT0009943	PERS RETIREMENT	CalPERS Employee Contribution	20.16
05/01/2025	DFT0009944	PERS RETIREMENT	CalPERS Employer Contribution	20.44

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Post Dates: 4/16/2025 - 5/7/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
05/01/2025	DFT0009949	PERS RETIREMENT	CalPERS Employee Contribution	18.87
05/01/2025	DFT0009950	PERS RETIREMENT	CalPERS Employer Contribution	19.18
05/01/2025	DFT0009957	PERS RETIREMENT	CalPERS Employee Contribution	1,963.51
05/01/2025	DFT0009958	PERS RETIREMENT	CalPERS Employer Contribution	3,931.89
05/01/2025	DFT0009959	PERS RETIREMENT	CalPERS Employee Contribution	1,540.70
05/01/2025	DFT0009960	PERS RETIREMENT	CalPERS Employer Contribution	2,234.04
05/01/2025	DFT0009961	PERS RETIREMENT	CalPERS Employee Contribution	3,857.90
05/01/2025	DFT0009962	PERS RETIREMENT	CalPERS Employer Contribution	3,917.65
05/01/2025	DFT0009963	PERS RETIREMENT	CalPERS Employee Contribution	1,840.90
05/01/2025	DFT0009964	PERS RETIREMENT	CalPERS Employer Contribution	5,993.17
05/01/2025	DFT0009965	PERS RETIREMENT	CalPERS Employee Contribution	416.83
05/01/2025	DFT0009966	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
05/01/2025	DFT0009967	PERS RETIREMENT	CalPERS Employee Contribution	8,983.32
05/01/2025	DFT0009968	PERS RETIREMENT	CalPERS Employer Contribution	8,960.35
05/01/2025	DFT0009969	PERS RETIREMENT	Employee Survivor Contribution Amount	48.36
05/01/2025	DFT0009979	PERS RETIREMENT	CalPERS Employee Contribution	23.71
05/01/2025	DFT0009980	PERS RETIREMENT	CalPERS Employer Contribution	24.08
Vendor 02279 - PERS RETIREMENT Total:				87,298.94
Vendor: 02313 - PETE'S ROAD SERVICE INC				
05/06/2025	APA002587	PETE'S ROAD SERVICE INC	4/10 (2)REPL TIRES&ALIGN/LP-53	1,145.79
Vendor 02313 - PETE'S ROAD SERVICE INC Total:				1,145.79
Vendor: 05812 - ROBERT CUPP				
05/06/2025	APA002588	ROBERT CUPP	4/12 COMM CTR DEPOSIT RFD	300.00
Vendor 05812 - ROBERT CUPP Total:				300.00
Vendor: 03931 - RYAN HALLETT				
05/06/2025	2270	RYAN HALLETT	4/28 Lunch Mtg/CM	111.01
05/06/2025	2270	RYAN HALLETT	FY 24/25 Wellness Reimb/ACM	201.00
Vendor 03931 - RYAN HALLETT Total:				312.01
Vendor: 02876 - SHRED-IT				
05/06/2025	APA002589	SHRED-IT	11/5/24, 3/3 & 3/25 SHREDDING SVC/PD&CH	154.28
05/06/2025	APA002589	SHRED-IT	11/5/24, 3/3 & 3/25 SHREDDING SVC/PD&CH	232.16
Vendor 02876 - SHRED-IT Total:				386.44
Vendor: 02535 - SMART & FINAL				
05/06/2025	APA002590	SMART & FINAL	4/7 KITCHEN SUPPLIES/PD	51.11
05/06/2025	APA002590	SMART & FINAL	4/14 KITCHEN SUPPLIES/PD	28.23
05/06/2025	APA002590	SMART & FINAL	7/8 EMPL RECOG SUPPLIES/PD	111.90
05/06/2025	APA002590	SMART & FINAL	4/7 SUPPLIES/REC	169.38
05/06/2025	APA002590	SMART & FINAL	00036 SUPPLIES/INSPOTEENS	84.42
Vendor 02535 - SMART & FINAL Total:				445.04
Vendor: 04797 - SMART CIENEGA LLC				
05/06/2025	APA002591	SMART CIENEGA LLC	MAY'25 CAM & INS/5414 LP	508.00
Vendor 04797 - SMART CIENEGA LLC Total:				508.00
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
04/21/2025	DFT0009973	SOUTHERN CALIFORNIA EDIS...	4/17 7831 WALKER/CP	193.72
05/01/2025	DFT0009974	SOUTHERN CALIFORNIA EDIS...	4/25 5712 LAPALMA TC1	71.04
04/21/2025	DFT0009975	SOUTHERN CALIFORNIA EDIS...	4/9 5872 LA PALMA/MEDIAN	23.39
04/21/2025	DFT0009975	SOUTHERN CALIFORNIA EDIS...	4/9 8172 MOODY/WINDSONG TC1	126.24

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Post Dates: 4/16/2025 - 5/7/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
04/21/2025	DFT0009975	SOUTHERN CALIFORNIA EDIS...	4/9 7502 WALKER/HOUSTON TC1	70.07
04/21/2025	DFT0009976	SOUTHERN CALIFORNIA EDIS...	04/11 6998 WALKER TC1	35.94
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 LP/WALKER SIGNAL	48.04
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 MOODY/SHARON SIGNAL	73.87
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 8231-1/2 WALKER	58.94
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 LP/REDFORD SIGNAL	74.10
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 S/S ORANGETHORPE/VV SIGNAL	77.18
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 5002 HOUSTON	84.06
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 5498 LA PALMA TC1	97.57
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 MOODY/LA LUNA SIGNAL	28.13
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 WALKER/183RD SIGNAL	64.86
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 LP/MOODY SIGNAL	87.39
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 8171 WALKER/LA LUNA SIGNAL	70.31
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 5001 CRESCENT SIGNAL	94.01
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 7701 WALKER/HOSPITAL SIGNAL	91.88
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 E/S VV/ORANGETHORPE SNGL	91.86
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 LP/DENNI SIGNAL	91.16
04/21/2025	DFT0009977	SOUTHERN CALIFORNIA EDIS...	4/7 7903 WALKER/REC SIGNAL	60.83
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				1,714.59
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
05/06/2025	APA002592	STAPLES BUSINESS ADVANTA...	4/1 KITCHEN & PATROL SUPPLIES/PD	47.77
05/06/2025	APA002592	STAPLES BUSINESS ADVANTA...	4/1 KITCHEN & PATROL SUPPLIES/PD	38.38
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				86.15
Vendor: 02576 - STEP SAVER INC				
05/06/2025	APA002593	STEP SAVER INC	4/1 WTR TREATMENT SUPPLIES/CY	169.92
05/06/2025	APA002593	STEP SAVER INC	4/1 WTR TREATMENT SUPPLIES/WW	254.88
Vendor 02576 - STEP SAVER INC Total:				424.80
Vendor: 02590 - SUN BADGE COMPANY				
05/06/2025	APA002594	SUN BADGE COMPANY	RPR BADGE/PD	91.48
Vendor 02590 - SUN BADGE COMPANY Total:				91.48
Vendor: 02655 - THE WORKSHOP				
05/06/2025	APA002599	THE WORKSHOP	(2500)#10 REG ENVELOPES/REC	377.13
Vendor 02655 - THE WORKSHOP Total:				377.13
Vendor: 04796 - TIFFANY CARDONA				
05/06/2025	APA002550	TIFFANY CARDONA	3/30 GAZEBO DEPOSIT RFD	100.00
Vendor 04796 - TIFFANY CARDONA Total:				100.00
Vendor: 05558 - TIMOTHY HINO				
05/06/2025	APA002563	TIMOTHY HINO	4/5 PAVILION DEPOSIT RFD	100.00
Vendor 05558 - TIMOTHY HINO Total:				100.00
Vendor: 04630 - T-MOBILE USA INC				
05/06/2025	39900	T-MOBILE USA INC	3/16-4/15 INTERNET TABLET/CEO	21.61
05/06/2025	39900	T-MOBILE USA INC	3/21-4/20 UAS DATA PLAN/PD - Acct. 971557340	32.80
Vendor 04630 - T-MOBILE USA INC Total:				54.41
Vendor: 02698 - TRUE LINE				
		TRUE LINE	FENCING & STRIPING/CP	-78,451.77
		TRUE LINE	FENCING & STRIPING/CP	-4,129.04
Vendor 02698 - TRUE LINE Total:				-82,580.81

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Post Dates: 4/16/2025 - 5/7/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
04/21/2025	APA002537	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	880.90
05/01/2025	APA002539	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	865.98
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				1,746.88
Vendor: 02712 - UNDERGROUND SERVICE ALERT				
05/06/2025	APA002595	UNDERGROUND SERVICE ALE...	(190)DIG-ALERT NOTICES/PW	180.75
05/06/2025	APA002595	UNDERGROUND SERVICE ALE...	(190)DIG-ALERT NOTICES/PW	180.75
Vendor 02712 - UNDERGROUND SERVICE ALERT Total:				361.50
Vendor: 04008 - VERITIV OPERATING COMPANY				
05/06/2025	APA002596	VERITIV OPERATING COMPANY	4/1 JANITORIAL SUPPLIES/PW	3,342.55
Vendor 04008 - VERITIV OPERATING COMPANY Total:				3,342.55
Vendor: 05736 - VERVE CLOUD INC				
04/21/2025	DFT0009985	VERVE CLOUD INC	4/15 Backup ISP	754.64
Vendor 05736 - VERVE CLOUD INC Total:				754.64
Vendor: 04196 - WECK LABORATORIES INC				
05/06/2025	APA002597	WECK LABORATORIES INC	3/17 WATER SAMPLES/CY	200.00
05/06/2025	APA002597	WECK LABORATORIES INC	3/24 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				400.00
Vendor: 02773 - WILLDAN FINANCIAL SERVICES				
05/06/2025	APA002598	WILLDAN FINANCIAL SERVICES	WATER RATE STUDY PMT#1	5,180.00
Vendor 02773 - WILLDAN FINANCIAL SERVICES Total:				5,180.00
Vendor: 02788 - WRIGHT EXPRESS				
04/16/2025	DFT0009924	WRIGHT EXPRESS	3/31 GASOLINE/PD	4,199.13
04/16/2025	DFT0009924	WRIGHT EXPRESS	3/31 GASOLINE/PW	396.44
04/16/2025	DFT0009924	WRIGHT EXPRESS	3/31 GASOLINE REBATE	-24.97
04/16/2025	DFT0009924	WRIGHT EXPRESS	3/31 GASOLINE/WTR	970.52
Vendor 02788 - WRIGHT EXPRESS Total:				5,541.12
Vendor: 05799 - YOUNG SUK SONG				
05/06/2025	APA002600	YOUNG SUK SONG	3/22 COMM CTR RNTL RFD	225.00
05/06/2025	APA002600	YOUNG SUK SONG	3/22 COMM CTR DEPOSIT RFD	400.00
Vendor 05799 - YOUNG SUK SONG Total:				625.00
Grand Total:				382,721.09

City of La Palma

Agenda Item No. 4



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Kimberly Kenney, City Clerk

AGENDA TITLE: Resolution Amending the City Council's Regular Meeting Schedule

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution amending the City's Council's Regular Meeting Schedule for July and December, 2025.

SUMMARY:

The City Council adopted Ordinance 2020-02 on May 5, 2020, that allowed the City Council to meet on the first and third Tuesdays of every month, but able to change the date, time, and frequency of City Council meetings during the COVID-19 health crisis by means of resolution. Thereafter on June 2, 2020, the City Council adopted Resolution 2020-29, to reduce City Council meetings to once a month, meeting on the first Tuesday of each month. To accommodate the lack of Agenda Items for July and the ability for the Mayor to attend the Holiday Tree lighting in December, a resolution is moving forward to make changes to these meeting dates.

BACKGROUND:

The City Council adopted Resolution 2020-29 on June 2, 2020, to reduce City Council meetings to once a month, meeting on the first Tuesday of each month. The format worked for Staff and the City Council in its efforts to conduct City business during the COVID pandemic and has become current practice without impacting operations.

Staff has no agenda items to bring forward to the City Council for the month of July this year and therefore is requesting to cancel the July, 2025, City Council meeting. In addition, the Holiday Tree Lighting event is scheduled for Wednesday, December 3, 2025. Historically, the Mayor would like to close out the year's events prior to stepping down and as a result, Staff is requesting to move the December City Council meeting to December 9, 2025.

CONCLUSION:

Adoption of the resolution canceling the July meeting and moving the December meeting to December 9, 2025, will have no impact on operations.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution changing City Council Mtg Dates

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, CALIFORNIA AMENDING THE DATES OF
CITY COUNCIL MEETINGS FOR THE MONTH OF JULY,
AND DECEMBER, 2025**

WHEREAS, on May 5, 2020, the City Council of the City of La Palma conducted a second reading and adopted Ordinance 2020-02 allowing the City Council to adjust the meeting frequency, dates, and times, by means of Resolution and considered testimony and evidence at the Regular Hearing held with respect thereto; and

WHEREAS, since June 2, 2020, by Resolution 2020-29, the City of La Palma has been able to address the reduction in Agenda Items by approving a meeting schedule from twice a month to once a month, meeting on the first Tuesday of each month, that has to date, not impacted City services and operations; and

WHEREAS, the July, 2025, regular meeting date as calendared will need to be cancelled due to the lack of Agenda items; and

WHEREAS, the December, 2025, meeting date as calendared will need to be rescheduled to December 9, 2025, as a result of the Holiday Tree lighting event.

NOW, THEREFORE, the City Council of the City of La Palma does hereby adopt a Resolution cancelling the July City Council meeting date and changing the December City Council meeting date to December 9, 2025, as permitted by Ordinance 2020-02.

APPROVED AND ADOPTED by the City Council of La Palma at a regular meeting on the 6th day of May, 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 6th day of May 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 5



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Authorize Funding for Annual Contribution to the North Orange County Service Planning Area

RECOMMENDED ACTION:

It is recommended that the City Council appropriate and allocate \$141,750 from its Housing Fund to cover the City's Fiscal Year 2024-25 required contribution to the North Orange County Service Planning Area.

SUMMARY:

In 2017, Governor Brown signed a 15-bill housing package designed to address California's housing shortage and rising housing costs. Among the measures was the Building Homes and Jobs Act (SB 2), which established a \$75 recording fee on certain real estate documents to generate funding for affordable housing initiatives. The State's Department of Housing and Community Development (HCD) subsequently created several grant programs to distribute these funds, including the Permanent Local Housing Allocation (PLHA) program, which provides direct allocations to local governments. As part of the implementation of these state-funded programs, local jurisdictions are encouraged to collaborate on regional solutions to address homelessness and affordable housing needs. One such effort is the North Orange County Service Planning Area ("North SPA"), in which the City of La Palma actively participates.

A regional collaborative comprising 12 cities, the North SPA is responsible for the establishment, operation, and maintenance of two homeless shelters and associated support services located in Buena Park and Placentia. To support these efforts, each participating city allocates a portion of its Permanent Local Housing Allocation (PLHA) funds toward the region's required annual contributions. La Palma's total contribution for Fiscal Year 2024-25 is approximately \$109,000. Additionally, cities have agreed to prepay their PLHA obligations while the North SPA Treasurer, the City of La Habra, awaits reimbursement from the County of Orange. These funds are later credited back to each city's account. La Palma's PLHA share for FY 2024-25 is approximately \$32,750. Therefore, the City's total contribution for FY 2024-25 is approximately \$141,750. All of the City's contributions to the North SPA are funded through the City's Housing Fund, which is dedicated to support programs and initiatives aimed at addressing affordable housing and homelessness within the region.

FISCAL IMPACT

The Housing Fund has an available fund balance of approximately \$1,670,500, exceeding the City's contribution of \$141,750.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 6



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Update to Authorized Signatories for City Banking and Investment Transactions

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution revising authorized signatories for the City's banking and investment accounts.

SUMMARY:

The City Council designates certain City officials, such as the City Manager and Assistant City Manager, to endorse checks, drafts, and other negotiable instruments on behalf of the City for the purpose of conducting banking and investment transactions. These functions include the deposit, withdrawal, transfer, and investment of public funds to support the City's financial operations.

Due to recent leadership transitions, including the resignation of former City Manager Conal McNamara and the forthcoming resignation of Assistant City Manager Ryan Hallett, it is necessary to update the list of authorized signatories. To ensure continuity in financial operations and safeguard the City's ability to manage and invest its funds without interruption, staff recommends that the City Council adopt a Resolution designating Interim City Manager Michael Egan and Deputy City Manager Joseph Cisneros as authorized signatories for banking and investment transactions on behalf of the City. This authorization will take effect immediately upon adoption of the Resolution and remain in place until further action is taken by the City Council to amend or update the list of authorized signatories.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA DESIGNATING AUTHORIZED SIGNATORIES FOR BANKING AND INVESTMENT TRANSACTIONS ON BEHALF OF THE CITY

WHEREAS, the City of La Palma maintains various banking and investment accounts for the deposit, transfer, disbursement, and investment of public funds; and

WHEREAS, the City conducts its banking and investment activities through institutions including but not limited to City National Bank, the State of California Local Agency Investment Fund (LAIF), and PFM Asset Management LLC, an affiliate of U.S. Bank through its parent company, U.S. Bancorp; and

WHEREAS, it is necessary for the City Council to designate certain City officials as authorized signatories to endorse checks, drafts, and other negotiable instruments, and to conduct other banking and investment transactions on behalf of the City; and

WHEREAS, the City Council previously authorized the City Manager Conal McNamara and Assistant City Manager Ryan Hallett to serve as signatories for these financial functions; and

WHEREAS, due to the recent resignation of Conal McNamara and the pending resignation of Ryan Hallett, it is necessary to update the list of authorized signatories to reflect current personnel; and

WHEREAS, the City Council desires to ensure continuity in the City's financial operations and safeguard the City's ability to manage its funds without interruption.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PALMA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The following City officials are hereby removed as designated authorized signatories for the City's banking and investment transactions:

- Conal McNamara, City Manager
- Ryan Hallett, Assistant City Manager

SECTION 2. The following City officials are hereby designated as authorized signatories for the City's banking and investment transactions:

- Michael Egan, Interim City Manager
- Joseph Cisneros, Deputy City Manager

SECTION 3. This resolution shall become effective immediately upon adoption.

SECTION 4. The City Clerk shall certify the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of May 2025.

Mark Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

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

I, KIMBLERY KENNEY, CMC, 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 6th day of May 2025 and that it
was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 7



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Jesse Amend, Police Captain

AGENDA TITLE: Agreement between the County of Orange and City of La Palma for the AlertOC Mass Notification System

RECOMMENDED ACTION:

It is recommended that the City Council approve and authorize the Interim City Manager, or authorized designee, to execute a Memorandum of Understanding between the City and the County of Orange to allow their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements. This MOU shall be in effect from December 30, 2024, and shall expire on December 30, 2029.

BACKGROUND:

AlertOC has been used since its inception in 2008 to contact hundreds of thousands of Orange County residents in times of emergency. Public safety agencies have employed AlertOC for a wide range of notifications, including missing children, severe weather warnings, COVID-19 information, and many evacuations.

On July 22, 2008, the Board of Supervisors for Orange County (Board) extended use of the AlertOC system regionally by approving a Memorandum of Understanding (MOU) with Orange County municipalities and public universities, which are responsible for protecting a resident population and maintaining a dedicated public safety answering point. The MOUs allow these entities to use the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements.

The Police Department requests approval of a non-financial MOU between the City and the County of Orange for the use of Countywide Mass Notification System for the term of December 30, 2024 through December 30, 2029, as noted in the Recommended Action.

FISCAL IMPACT:

There is no fiscal impact associated with the MOU extension agreement between the City and the County of Orange for the continued use of the Mass Notification System, AlertOC.

ATTACHMENTS:

1. 2024 MOU AlertOC Final Sheriff Approved
2. Exhibit A - MA-060-25010178 Everbridge Inc.ff
3. Exhibit B - AlertOC Policy
4. Exhibit C - Individual User Agreement -Forms

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

This Memorandum of Understanding, hereinafter referred to as “MOU,” dated December 30, 2024, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as “PARTICIPANT” or collectively as “PARTICIPANTS.”

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

RECITALS

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

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

WHEREAS, COUNTY entered into Orange County Agreement No MA-060-25010178 (“Agreement”) with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about December 30, 2024 attached hereto as Attachment A, to disseminate critical, time-sensitive emergency information to COUNTY’s residents and businesses through phone and e-mail devices for emergency notification purposes; and

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

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Attachment A (Orange County Agreement No. MA-060-25010178 and Attachment B (Countywide Public Mass Notification System Policy and Guideline) and the terms of this MOU to receive the benefits under the Agreement

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

“Agreement” shall refer to Orange County Agreement No. MA-060-25010178 between COUNTY and Everbridge, Inc.

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

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

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

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

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

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

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

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

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

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

- II. Hold Harmless:** PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors.
- III. Term:** This MOU shall be in effect from December 30, 2024, and shall expire on December 30, 2029 unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph VIII. Termination, below.
- IV. Scope of Services:** PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.
- V. Use:** Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Attachment A, B, and C. All PARTICIPANTS agree to the terms and conditions contained in Attachments A, B, and C. COUNTY retains the right to update Attachments A, B, and C as needed, in whole or in part, during the life of this MOU. Any and all revised Attachments will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Attachments shall not be deemed an amendment for the purposes of Paragraph IX. Amendments, below.

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

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Attachment C) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with

all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY, in writing, if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU. PARTICIPANT further agrees the COUNTY may update the Individual User Agreement and require a copy of the updated signed Individual User Agreement to the COUNTY.

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

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (October 15, 2024)," attached hereto as Attachment B.

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

COUNTY:

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

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

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

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.
- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VI. Notice, above. Such notice shall be

delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless, in its entirety and Paragraph VII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

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

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

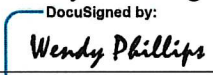
- IX. Amendments:** This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination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

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

COUNTY OF ORANGE

By: 
Don Barnes, Sheriff-Coroner
County of Orange

Date: 12/13/2024

By: 
Wendy Phillips, County Counsel
County of Orange

Date: 10/23/2024

PARTICIPANT: _____

By: _____
Authorized Signature

Date: _____

Print Name and Title

CONTRACT MA-060-25010178

With
Everbridge, Inc.
For
Public Mass Notification System

This Contract MA-060-25010178, for the procurement of an Public Mass Notification System (PMNS), (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of Orange County Sheriff Department, OCSD, (hereinafter referred to as "County/Client,") and Everbridge, Inc., with a place of business at 155 N. Lake Ave., Suite 900, Pasadena, CA 91101-1849, (hereinafter referred to as "Contractor,") with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties"

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A-Scope of Work
Attachment B- Compensation and Pricing Provisions
Attachment C-Staffing Plan
Attachment D - Software Products – Maintenance and Support
Attachment E – Acceptance and Testing Procedures
Attachment F – Training
Attachment G – Functional Requirements

Exhibit I

RECITALS

WHEREAS, Contractor and County are entering into this Contract for the procurement of a Public Mass Notification System under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for the procurement of a Public Mass Notification System as set forth herein, and Contractor represented that it is qualified to provide a Public Mass Notification System to the County as further set forth here; and

WHEREAS, Contractor agrees to provide a Public Mass Notification System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- **Administrator:** Government official, employee or agency responsible for the day-to-day responsibility and oversight for the mass notification system, including design, development, coordination, implementation, monitoring and evaluation.
- **Application program interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- **Coding Accuracy Support System (CASS):** Coding Accuracy Support System (CASS) is a certification system from the United States Postal Service (USPS) for address validation.
- **Cyber-protection:** The prevention of damage to, unauthorized use of, or exploitation of, and, if needed, the restoration of electronic information and communications systems and the information contained therein to ensure confidentiality, integrity, and availability. Includes protection and restoration, when needed, of information networks and wireline, wireless, satellite, public safety answering points, and 911 communications systems and control systems.
- **Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the goods/services pursuant to this Contract, including but not limited to email addresses, telephone numbers, and geo-coded E911 data. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- **Data Breach:** Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law
- **Documentation:** The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.
- **ESRI mapping:** (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.
- **Geo-coding:** Provide geographical coordinates corresponding to (a location).
- **Geo-targeting/targeted:** The practice of delivering content to a user based on his or her geographic location.
- **Human Error:** Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the goods'/services' intended functions and the services specified in the Scope of Work.
- **IPAWS:** FEMA's Integrated Public Alert and Warning System (IPAWS) is an internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue critical public alerts and warnings.
- **Notification:** A communication distributed to the public and internal responders/relevant personnel that contains important, timely, accurate, and accessible information regarding an actual or potential emergency or incident, including the cause, size and current situation thereof; resources committed and response status of the emergency management organization; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected). Categories of notification may include: update, alert, advisory, activation, watch or warning.
- **Registrant:** Member of the public who is enrolled or enrolling in the system.

- **Security Incident:** The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- **Solutions:** Contractor's proprietary interactive communication services that the end-user Client has licensed access to.
- **Technical Failure:** A malfunction in the vendor's hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware's intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- **User:** Government employee or affiliated volunteer who has the ability to log-in to the system for administrative purposes (e.g., maintaining contact lists, sending notifications, monitoring notification results, etc.). Includes employees and contractors of other public entities who are authorized by the County to access the system pursuant to a Memorandum of Understanding between the County and those public entities.
- **WEA/EAS:** Wireless Emergency Alerts/Emergency Alert System.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Intentionally left blank**
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, payment shall be made

annually in advance and in accordance with Attachment B, Compensation and Pricing Provisions. Only in the event the Contractor is terminated for material breach, County shall immediately receive one/twelfth (1/12) of all prepaid PMNS subscription and services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.

- G. **Warranty:** Contractor Warranty. Contractor shall provide the services in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Contractor shall provide 24X7X365 customer support. Professional Services shall be performed in a professional manner consistent with industry standards.

Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTRACTOR DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, CONTRACTOR RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

- H. **Patent/Copyright Materials/Proprietary Infringement:**

Contractor shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Contractor of applicable privacy laws; (ii) any breach by Contractor of its data security obligations; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Contractor's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Contractor will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Contractor determines in good faith that options (i) - (iii) are not feasible, Contractor will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section are Client's exclusive remedy for Claims for infringement of an IP Right. Contractor shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Contractor to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Contractor's compliance with Client's designs, specifications, requests or instruction pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

Indemnification Process. The indemnifying party's obligations under this Section are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County, which consent shall not be unreasonably withheld or delayed. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty after 30 days' written notice without cause, unless otherwise specified. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. If Client terminates this Agreement due to material breach by Contractor, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

1. Contractor shall promptly notify the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager for this Contract upon discovery or reasonable awareness of the following: (a) any issues or deficiencies with the goods/services provided pursuant to this Contract or in the provision of similar products/services to another customer, whether identified by Contractor's own personnel or by other customers or subcontractors; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar goods and/or services provided pursuant to this Contract; or (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws. Notification may be performed through an automated service notification email or telephone process, or via direct personal phone calls with written follow-up documentation, depending upon the urgency of the issues, incidents, or deficiencies. Contractor shall maintain a system issue/deficiency log during the life of the Contract and for four (4) years beyond contract termination, which shall be made available to the County upon request.
2. County shall promptly notify Contractor upon discovery or reasonable belief/awareness of any issues or deficiencies with the goods/services to be provided pursuant to this Contract, either identified directly by County's own personnel or by other customers or subcontractors. Notification may be performed in writing or direct personal phone call with written follow-up documentation, depending upon the urgency of the issues, incidents, or deficiencies. The Contractor shall include these issues or deficiencies in their system issue/deficiency log during the life of the contract and for four (4) years beyond contract termination.
3. In the event any goods or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to correct the performance of goods/services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy issues or deficiencies in the provision of similar goods and/or services to other customers, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.
4. The County and Contractor agree to establish a collaborative process for developing timelines and benchmarks for corrective action and resolution of issues or deficiencies.

O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

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

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

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents, and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

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

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

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignees is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence

or appear to influence County staff or elected officers in the performance of their duties.

R. **Intentionally left blank**

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Definition. "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party. Confidential Information shall not include this Contract.

Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

- T. **Compliance with Laws:** Contractor represents that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance.

- U. **Freight:** Intentionally left blank.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting financial books and under this Contract. The inspection and/or audit will be confined to those matters connected with the financial aspects of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection. All documents requested shall be provided electronically.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

AA. Intentionally left blank

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Licensing Terms and Conditions:

1. County Responsibilities

1.1 Client Data. County shall retain all ownership rights in all Contact data and all electronic data County transmits to Contractor to or through the Solutions ("County Data"). County represents that it has the right to authorize and hereby does authorize Contractor to collect, store and process County Data subject to the terms of this Agreement. County shall maintain a copy of all Contact data it provides to Contractor.

1.2 Use of Solutions. County is responsible for all activity occurring under County's account(s) and shall comply with all applicable laws and regulations in connection with County's use of the Services, including its provision of County Data to Contractor. County shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. County shall promptly notify Contractor of any unauthorized use of any password or account of which County becomes aware. County acknowledges that the Solutions are a passive conduit for the transmission of County Data, and Contractor has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any County Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by County, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Contractor personnel.

2. Proprietary Rights

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Contractor hereby grants to County, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

2.2 Restrictions. County shall use the Solution solely for its internal business purposes. In particular, County's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. County shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Contractor; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

2.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Contractor

alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Contractor and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Contractor owns (i) all voluntary feedback regarding the design or operation of the Services (except for the County Data) provided to Contractor by Users, County and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to County in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Contractor and its respective licensors. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to County hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to County, provided that, in each case, no County Data or County Confidential Information is disclosed thereby.

3. Limitation of Liability: To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations in this Agreement to the contrary, in no event shall Contractor's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by County to Contractor hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the Contractual terms and conditions by which County will procure a Public Mass Notification System from Contractor as further detailed in the Scope of Work, identified, and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on December 31, 2024 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall

include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

7. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

9. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
10. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of three (3) years after final payment is received from County.
12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. **Data – Title To:** All materials, documents, data or information obtained from County data files or any

County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

14. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
15. **Disputes – Contract:**
 - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

16. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

18. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as

supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

19. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
21. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract,

either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

22. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
23. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
24. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

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

County: County Of Orange
Orange County Sheriff's Department/Emergency Management Division
2644 Santiago Canyon Road
Silverado, CA 92676
Attn: Lee Kaser
Ph: 714-628-7081
Email: Lkaser@ocsheriff.gov

Assigned DPA: County of Orange
Orange County Sheriff's Department/Procurement Division
Attn: Maria Ayala
320 N. Flower St. 2nd Fl.
Santa Ana, CA. 92703

Ph: 714-834-6360
Email: Mayala@ocsheriff.gov

26. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
27. **Research and Publications:** Contractor shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal research, or for publication.
28. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
29. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
32. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
33. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract. Contractor understands the sensitivity and importance of the services provided herein, and agrees to the orderly transition to a new vendor so that there is no disruption in service.

34. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested. Unlimited message delivery modalities including SMS, voice, email or Everbridge Mobile App for all communications and messaging. If Client excessively uses the SMS or Voice modalities for non-public safety messaging, in Contractor's reasonable discretion, Client and Contractor shall engage in good faith discussions about best practices for messaging.
35. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
36. **Networks and Carriers:** The Solution delivers information for supported Contact paths to public and private networks and carriers, but Contractor cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.
37. **Federal Grant Funds:** The following shall apply to purchases made through the expenditure of Federal Grant Funds by the Orange County Sheriff's Department:
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - ii. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - iii. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
 1. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 2. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable
 3. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable."

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:

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

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

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

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the

Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (E) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
 - (F) Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - (G) All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - (H) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
 - (I) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, https://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii.
38. Debarment and Suspension: Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
39. Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor must execute the certification, as provided in Attachment J.

40. Security Requirements:

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 - 1. Perform background checks as to past employment history.
 - 2. Inquire as to past criminal felony convictions.
 - 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 - 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
- B. Contractor shall not assign to work under this Agreement any Contractor personnel as to whom the foregoing procedures indicate:
 - 1. Inability or unwillingness to perform in a competent manner.
 - 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 - 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 - 4. Usage of illegal controlled substances as defined by federal law.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to work performed associated with this Agreement, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee working under this Agreement.
- D. Nothing herein shall render any employee of Contractor an employee of County.

-Signature Page to Follow-

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract # MA-060-25010178 for a Public Mass Notification System (PMNS) on the dates opposite their respective signatures.

Contractor*: Everbridge, Inc.

By: [Signature] Title: Vice President
Print Name: Noah Webster Date: 10/1/2024

Contractor*: Everbridge, Inc.

By: [Signature] Title: Secretary
Print Name: Noah Webster Date: 10/1/2024

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

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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Administrative Manager I
Print Name: Olivia Prudencio Date: 11/19/24

Approved by the Board of Supervisors: 11/19/24

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

By: [Signature]
Deputy Annie Lo
B7726751D1E947E

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

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

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

Contractor shall design/provide a Public Mass Notification System (PMNS) solution that supports features that meet or exceed those described in this Contract, as well as supports a migration and training plan for the transition from the old AlertOC system. The PMNS solution will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Requirements for the next generation of AlertOC include: high efficiency, robust capacity, ease of use, comprehensiveness, and a focus on accessibility for the whole community population. Support for additional languages and for the hearing and visually impaired community shall be a component of the new system.

II. SCOPE OF WORK

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

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

Incident Communications. These shall be easy to use and deploy, secure, highly scalable, and reliable. A description of each of these, including their key capabilities, follows. In addition, Contractor shall provide the following:

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

Public Communications Advanced with Unlimited Domestic Usage

Everbridge Public Communications Advanced for State and Local Government will allow the County to quickly and reliably send broad or targeted notifications based on lists or locations, to the public via text, voice, email, and over 100 other modalities, including desktop alerts. Communicate and collaborate internally securely. Engage with your community through zip code and keyword opt-in. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence

Contractor shall provide the following:

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging
- Sixty six (66) Organization with unlimited nested static and dynamic groups
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Access to Single Sign on
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application
- Access to IPAWS for authorized agencies
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings SMPP based SMS text messaging
- Auto translate, Boil water and Weather alert message guides
- Contractor Network for situational intelligence & notifications shared by other public and private groups
- Desktop Alerts – Urgent Full-Screen Takeover Alerts
- Four (4) Smart Conference bridge lines (subject to regional availability)
- Access to REST APIs for automated Contacts Management and for launching notifications from external applications
- Access to Email Ingestion for launching notifications from external applications through email
- 5 Live Operator Message Initiations per year
- 25 Mass Notification for Corporate Employee Contacts

Community Engagement

The Community Engagement solution shall permit easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution will allow the County to enable event-focused web pages to increase the visibility and safety of its event.

Contractor shall provide the following:

- Unlimited E-mail Messages
- Unlimited Facebook & Twitter Postings
- Unlimited SMS Messages within the United States
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited number of keyword Opt-In recipients
- Access to 5 event keywords
- Access to Public and Private Event Web Pages which are integrated with the County's Member Portal and can include registration widgets and social sharing options so visitors can share notifications to their social networks.
- Publish event based notifications via e-mail and SMS
- Publish event based notifications directly to Facebook and Twitter
- Publish event based notifications directly to Event Web Pages
- Automatic opt-in expirations
- Zip Code opt-in functionality for residents
- Google Public Alerts integration
- SMPP based SMS text messaging
- Messaging templates to speed up communications
- SMS, Email, Delivery Reporting.

Incident Communications

Contractor Incident Communications will automate the County's notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Contractor shall provide the following:

- 1 (one) Incident Management Organization Unlimited
- Incident Administrator and User seats
- Unlimited Incident Templates
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incident.
- Incident Chat for streamlining and automating Communication plans

Mass Notification for Transportation with Unlimited Domestic Usage

Contractor Mass Notification for Transportation will allow the County to send notifications to individuals or groups using lists, locations, and visual intelligence. Contractor Mass Notification shall be supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror the County's organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with Contractor Mass Notification system.

Contractor shall provide the following:

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Manage Bridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)
- Three (3) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Contractor Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- Interactive Dashboard for Organizational Activity Summary Unlimited Mass Notification Templates
- Basic Audio Bulletin Board
- Contractor does not require any County-furnished equipment, materials, facilities or any other County support that will be necessary to implement the requirements/services per this Contract.

III. QUALITY ASSURANCE

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

1. Successful operation of System without any errors, specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network

- Accessibility from the Internet
 - IPAWS integration
 - Message throughput
 - Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth herein and in Attachment G (Functional Requirements) to the County's satisfaction.
 3. System is compatible with County Information Technology infrastructure (i.e., network and telephone environment and systems).

IV. ADMINISTRATION

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

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

Contractor's notification shall identify:

- The nature of the Incident(s);
 - Any Data accessed, used or disclosed;
 - The person(s) who accessed, used, disclosed and/or received Data (if known);
 - What Contractor has done or will do to quarantine and mitigate the Incident(s); and
 - What corrective action Contractor has taken or will take to prevent future Incident(s).
- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

- 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
- 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

Corrective Action

In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of similar PMNS in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

Notice Regarding Other Jurisdictions

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

Responding to Legal Requests

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

Legal Proceedings

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

ATTACHMENT B
Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Public Mass Notification System Services as set forth in Attachment A, "Scope of Work".

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

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

<u>Item No.</u>	<u>Item description</u>	<u>Annual Rate:</u>
01	Annual Fees	<u>\$393,656.00</u>

Contractor shall provide an upgrade to Public Communications Advanced and Mass Notification Pro, which will provide advanced functionality while reducing the annual cost. The total cost above includes:

- Public Alerting for 3 million + population and the following new features:
 - o API and Email Ingestion to support 3rd party integrations
 - o Premium Audio Bulletin Board
 - o SmartWeather Alerts
 - o Full screen emergency desktop alerts
- Operational Communications for Employees and the following new features:
 - o Smart Conference lines
 - o Incident Chat
 - o Additional Organizations for Cities, County Departments, and Partner Agencies
 - o Custom From Email Address (i.e. alertoc@ocgov.com) for improved branding, delivery performance, and tracking
 - o 2-day onsite training + 20 hours of remote support

3. Price Increase/Decreases: No price increases will be permitted during the first period of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. Payment Terms – Payment in Advance: Invoices are to be submitted annually in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

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

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff-Coroner Department
Emergency Management Division

2644 Santiago Canyon Road
Silverado, California 92676
Attn: Accounts Payable

9. Payment (Electronic Funds Transfer (EFT))

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

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

STAFFING PLAN

I. KEY PERSONNEL

While Contractor intends for the same Account Manager and Technical Account Manager to serve the County for the duration of the relationship, Contractor must retain discretion to re-assign staff based on internal needs, especially as employees may leave on their own accord. The Account Manager assigned to the County shall separately provide a list of alternate contacts if non-technical support escalation is required.

ATTACHMENT D

SOFTWARE PRODUCTS – MAINTENANCE AND SUPPORT

1. Software Products – Maintenance and Support

- a. Contractor shall provide the County with Annual Maintenance and Support for the PMNS as follows:

Support Area	Process	Level of Support (e.g. 5x8, 24x7)
System Platform (breakout if applicable)	ALL	24X7X365

- b. Contractor's Software Annual Maintenance and Support, as well as warranty provisions shall be as follows:

Solution is fully hosted, all maintenance and management of the solution is conducted by Contractor. From a technical support perspective, Contractor shall provide support services 24x7x365 via telephone, email, and via our self-service Support Center online.

Additionally, Contractor can provide premium support and Professional Services, if needed, for additional fees. County shall contact your assigned Contractor Account Representative for more information. Request for a quote shall be required by the end user and a formal amendment to this contract shall be issued.

- c. Software Annual Maintenance and Support shall be provided as follows:

Due to the hosted nature of the system, all maintenance and upgrades are performed internally by authorized Contractor personnel and at no charge to County. However, from time to time, Contractor introduces premium features to which clients have the option to subscribe to gain access.

- d. Contractor shall provide support for the following:

- i. Maintenance and support shall be available post-implementation as follows:

The Contractor project team will be available to support the go-live remotely and will work with the County of Orange team during the project to share Marketing best practices for promoting adoption of the application.

Sustaining Customer Support

County is assigned a vertically focused, dedicated Account Manager, who is responsible for conducting an account review and introducing new system capabilities and best practices on an ongoing basis as appropriate. The Account Manager can be utilized as a support resource.

24x7x365 Support Coverage

Contractor provides customer support and live operator service 24 hours a day, seven days a week, every single day of the year. Contractor shall provide support via the Internet, email, and telephone at any time of the day or night.

Contractor's support staff is comprised of Contractor employees who are located on-site in Contractor facilities. Contractor shall not outsource contractor client care to third parties. Contractor shall provide support services in-house order to obtain the latest and greatest in Contractor's Critical Event Management Suite expertise that can only be acquired through employment by Contractor. In addition, Contractor shall support County personnel regardless of location to ensure that in large-scale disaster scenarios, County shall be guaranteed the highest level of support possible.

Contractor Support Center

County shall have access to the Contractor Support Center, which provides support-related information, important documentation, etc. Its features shall include:

- Improved look and feel with a responsive design to provide a better experience on desktops as well as mobile devices
- Simplified search box at the top of every page
- Contractor system status linked to critical service advisories displayed at the top of every page
- A community answers forum where County can ask or answer questions with other Contractor users
- Personalized contact information, including your County's Everbridge administrators
- Plus: features such as knowledge articles, support tickets, service advisories, and access to Everbridge University.

- ii. Methods for contacting technical support and hours of operation shall be as follows:
County will receive ongoing support provided via the Internet, e-mail, and telephone.
Contractor Technical Support is available to County at any time of day or night, 24x7x365.

Technical Support staff members are full-time Contractor employees located on-site. Upon County contact to Contractor's Technical Support, County will be in contact with a professional who is well-versed in the Contractor system and is more than capable of assisting.

Additionally, Contractor has support personnel deployed at all of Contractor's offices around the world to ensure that in large-scale disaster scenarios, County will be guaranteed the highest level of support possible.

- iii. Contractor shall provide a minimum and maximum response times that can be expected for support inquiries as follows:
Based upon the case description and urgency, the Support Representative will assign a Priority level during case creation. The priority indicates the severity of impact of the issue on the client's use of the Contractor system. When submitting a support case, County will receive an email notification when the case has been created. The notification will include the case number, the name of the Technical Support team member or tier assigned to the case, a summary of the inquiry, and the priority level that has been assigned.

During the case triage process, the Technical Support team will work with County to obtain as much troubleshooting information as possible, open and assign a priority level to your case, then proceed with additional troubleshooting activities as necessary.

Contractor shall provide to County up to date status on County's case. If an expected update time frame is not known, County will receive updates on the case on a regular basis. County may also request that the case be escalated at any time, if (for example) County believe an unreasonable amount of time has passed since opening the case with no resolution. To escalate the case, County shall call the Technical Support team and ask to speak with the Support Manager.

- iv. Contractor's release cycle and process for installing system Updates, patches, fixes, etc. shall be as follows:

Contractor typically provides three major releases per year, and release maintenance updates among contractor major releases as needed. Contractor mobile apps are typically updated on this schedule as well but are not specifically tied to our overall platform updates.

ATTACHMENT E

ACCEPTANCE AND TESTING PROCEDURES

Acceptance and Testing Procedures shall include a test plan and schedule covering testing of all major system features. Testing shall be performed incrementally, where applicable, to discover and address issues timely.

- a. Contractor's quality assurance practices in relation to the proposed solution shall be as follows:
The Contractor Quality Assurance approach aligns to contractor's security framework (governed by NIST 800-53 controls, FedRAMP, and ISO 27001 compliance) and follows the agile methodology of testing early and moving in small, measurable increments. Contractor shall have a set of tests that are run for any given project regardless of the project's content. This allows contractor to determine with a level of 80-90% confidence that contractor's application is stable and deployable. Contractor break each project into three basic testing cycles: Initial Regression Testing IRT, Check Point Regression Testing CPRT and Final Regression Testing FRT. The initial regression test is designed to expose as many defects that exist in the Initial Release Candidate. Working this list down to zero by Code Freeze is the goal of the entire team and this occurs the day after code complete milestone and is associated with a full end-to-end build of the QA environment (which also produces the initial deployment plan for Stage and Production). Furthermore, all code undergoes security review against known vulnerabilities, and contractor also disable "hazard" characters use in the system as they are often used for web-based attacks.
- b. Acceptance and Testing Plan, with schedule, which covers all major system features shall be as follows:
Acceptance testing of the Contractor solution is conducted as part of our standard onboarding process available to all clients. Should County require specific acceptance testing, Contractor is able to provide such services through our Professional Services team (at an additional fees). As part of down select, Contractor would welcome the opportunity to discuss custom requirements for Acceptance Testing and define and deliver an engagement as required. County shall contact assigned Contractor Account Representative for more information.

Contractor shall include:

1. Successful installation and operation of System without any errors. Specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network
 - Accessibility from the Internet
 - IPAWS integration
 - Message throughput

- Translation services (registration portal and message creation)
- 2. System (Hardware and Software) meets all requirements set forth in Attachments and Appendix I to the County's satisfaction.
Contractor understands and Orange County has already implemented
- 3. System is compatible with County Information Technology infrastructure (network and telephone environment and systems)
Contractor shall permit listing Everbridge IPs and as an existing customer, this may have already been by County.

If a problem is identified during testing of the proposed Software that cannot be remedied within the agreed upon time, the Contractor shall submit a written response to the County indicating as such and the County may return the Software to the Contractor and the Contract may be terminated in accordance with Paragraph 5, Breach of this Contract.

ATTACHMENT F

TRAINING

Contractor shall provide the following training to County:

Contractor provides multiple types of training to address various groups and priorities. Contractor shall provide a refresher training on an annual basis. Professional Services team has planned and run end user and admin training for Orange County's cities.

Everbridge University On-Line

The courses are built from an extensive library of short, media-rich training modules, allowing users to access individual modules for as-needed training. Everbridge University On-Line covers all of the Everbridge core products.

Benefits

- Continuously available
- Self-paced training allows students to learn when they have time and at their own pace
- Just-in-time learning using small, focused content modules
- No travel or facilities are required, the classroom is anywhere a learner has Internet access
- Instant access to updates
- Everbridge Certification

Everbridge University On-Site (Optional add-on service upon approval through a formal contract amendment)

Everbridge University On-Site leverages basic knowledge developed through online training to develop advanced skills and reinforce best practices. During the on-site training, a highly qualified Everbridge instructor customizes the course to address the customer's implementation specifics. Everbridge University On-Site may be combined with Professional Services offerings creating a blended learning solution to swiftly deploy and train advanced configurations and best practices.

Benefits

- Customized hands-on training
- Interactive and enthusiastic trainers with years of experience
- Development of sample maps to be used at any time by the customer

ATTACHMENT G

FUNCTIONAL REQUIREMENTS

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

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

#	Question	Yes	No	N/A	Comment
1.	The system does not require the County to purchase or lease additional hardware.	X			As a SaaS solution, no client hardware is required for installation of the Everbridge system. Everbridge maintains all communication over HTTPS (Port 443) using Everbridge's valid 2048- Bit TLS 1.2 security certificate, which effectively secures the traffic from the client environment into the secure Everbridge infrastructure. Thus, any computer system capable of using a web browser that supports TLS 256- Bit encryption will be able to access and leverage the Everbridge notification platform without issue. Clients are able to access the system from popular computer operating systems such as Microsoft Windows, Linux, and Mac OS as well as from popular smart phones and tablets.
2.	The system does not require the County to purchase or lease dedicated phone lines.	X			
3.	The system does not require the County to purchase or incur ongoing maintenance costs.	X			All routine upgrades, updates, and enhancements are provided free of charge for the life of the contract, and, thanks to the fully redundant, geographically dispersed architecture, they can be performed with no interruption in service.
4.	The system is highly redundant with 99.99966% uptime on multiple mirrored sites in geographically disparate locations. Data center ratings will be provided and call network monitor systems established.	X			Every system and tier within the Everbridge infrastructure is individually fault-tolerant, with redundant power, networking, hardware, telephony, and data communication wherever possible. The shared SaaS architecture methodology enables Everbridge to be available at 99.99% or greater for all clients.
5.	The system includes cyber-protection measures including appropriate notification protocols if intrusion is detected or if data breach occurs.	X			Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the SaaS infrastructure. The monitoring tools consist of both network-based IDS devices scanning all network traffic, and host- based probes that are designed to detect any activity outside of normal application traffic

#	Question	Yes	No	N/A	Comment
					and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team.
6.	The service has an available application programming interface (API) service with documentation available for API calls and functions such as contact management.	X			Everbridge has a fully functional Restful JSON based API available to customers. As part of the API customers are able to utilize various methods to update contact information (GET, DELETE, PUT, and POST) as well as initiate a broadcast through the API. There is no additional cost to access the API for managing data. In some cases, our clients do not have the staffing resources to build the integration. If this is the case Everbridge professional services can be purchased in order to have our resources build the integration. In addition, depending on the API, if notifications are being sent out, there may be charges for usage. This is a custom price based on the SOW needed on an individual basis.
7.	The system has full and complete IPAWS integration and functionality including WEA/EAS.	X			Everbridge is certified as a gateway for IPAWS/CMAS. Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.
8.	The system can be configured with multiple IPAWS credentials (e.g., multiple jurisdictions that have independent codes can load their certificates into the system)	X			
9.	The system supports geo-targeted notifications.	X			Everbridge supports utilizing the GIS interface for creating all notification types, including standard notifications, polling notifications, and conference bridges. Everbridge would welcome the opportunity to demonstrate and discuss this functionality as required.
10.	The system has ESRI mapping interface to allow Users to select multiple contiguous or non-contiguous areas for notification.	X			Everbridge allows users to upload shape files from ESRI in ZIP and KML formats to target specific geographic areas. In addition, Everbridge offers ESRI as a standard base map layer option.
11.	The system can incorporate raster (e.g., satellite) imagery in its mapping function.	X			Everbridge provides base map layers using Google, Bing, and ESRI and clients may configure our solution to support a client map server as well. Furthermore, from a map

#	Question	Yes	No	N/A	Comment
					layer perspective, we also provide premium weather layers that can display additional overlay information regarding weather radar and infrared satellite. Everbridge would welcome the opportunity to demonstrate this functionality as required
12.	The system mapping functions shall be capable of interfacing with and publishing to other web-based portals.	X			Everbridge's Universe Tab is contained within the product, but clients may export shapes used for selecting the target audience for any deployment from the platform for use in other systems the client may have.
13.	The system supports User-defined message templates, including pre-loaded text, audio, and video files.	X			Customers are able to create and save an unlimited number of templates to expedite communication processes. Message templates contain pre-recorded voice and text content which can be applied to new notifications. Broadcast templates are pre-defined notifications which contain message content, target recipients, and settings. Once saved, broadcast templates can be quickly deployed individually or as a group in under 15 seconds. Templates are stored in a corresponding library for easy management.
14.	The system supports spontaneous uploading of audio files for notifications.	X			Everbridge supports the ability to create voice recordings in several ways.
15.	The system supports spontaneous uploading of video files for notifications.	X			Everbridge supports up to five separate attachments that can be sent to email and mobile app notifications and can include video files.
16.	The system is capable of sustaining a minimum volume of 50,000 phone calls simultaneously.	X			Everbridge provides a hosted SaaS solution for all our clients. There are virtually no limits to number of notifications Everbridge is capable of sending and no limits to the number of contacts that can be stored with our solution. We conduct regular capacity planning (quarterly) and in conjunction with large new client implementations to ensure we have ample capacity, performance, storage, and support to maintain our guaranteed SLAs with our client base.
17.	The service can be configured with pre-set call throttling rates set by the User launching the notification, not the Contractor.	X			Everbridge has developed a verifiable and configurable call throttling mechanism. The throttling settings allow you to modify the overall speed for all calls going out, or you can specify an area code and prefix to modify the speed for a specific area or building.
18.	The service can be configured with real-time automatic/intelligent throttling during a call in progress to ensure a high success rate. This rate will be displayed to the notification sender and recorded so that it can be accessed and reviewed upon demand by the County.	X			

#	Question	Yes	No	N/A	Comment
19.	The service uses multiple telephone carriers and can switch between carriers during notifications depending upon telephone network status.	X			From a telephony perspective, Everbridge is "carrier agnostic." This means that regardless of the target telephone provider, Everbridge utilizes established telecommunication industry standards for placing telephone calls among public networks. Notification calls from Everbridge to any carrier network occur as any standard PSTN (Public Switched Telephone Network) telephone call and can be utilized over traditional landline, cellular, and VoIP.
20.	The system can be configured to make multiple attempts to reach Registrants.	X			By default, each contact targeted for a notification from the Everbridge solution is sent notifications based on a "rotational contact methodology" whereby the contact devices (delivery methods) for any contact are notified, one at a time, and Everbridge seeks confirmation/response. Should confirmation/response be received, it is recorded in the solution and no further notifications are deployed to the recipient. If the recipient does not confirm/respond to the incoming notification, Everbridge will "rotate" to the next available device and attempt to contact the recipient again (seeking response). This process continues until all Contact Cycles are exhausted. Should clients seek to escalate a notification to another person/group if the original recipient is non-responsive, clients may utilize our Escalation capabilities. Escalation is set on a per notification basis and notifications can be escalated to an individual or group.
21.	The system can call out-of-state and international numbers.	X			All notifications deployed from the Everbridge solution require a fully defined telephone number to place the call to any landline, cellular, or VoIP telephone. This includes both domestic (10-digit telephone numbers) and international telephone numbers.
22.	The system can differentiate between human voice and voicemail/answering machine recordings.	X			Everbridge fully supports this requirement through our automated voicemail/answering system detection. If a live person answers the incoming call, the message will be relayed to the recipient (with the details to confirm, if enabled). If a voicemail/answering system is detected, clients have the option to configure how Everbridge interacts with the voicemail/answering solution – leaving a message only; leaving a message with confirmation; or leaving no message. At no time does Everbridge assume that reaching a voicemail/answering system is proof of delivery and confirmation. Thus, the system will continue to attempt to notify the intended recipient on other available devices until

#	Question	Yes	No	N/A	Comment
					confirmation is received or until the Contact Cycles have been exhausted.
23.	The system can be configured with separate sub-administration accounts for each unique participating agency.	X			The Everbridge platform supports an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Everbridge system.
24.	Each User within the sub-administration accounts has their own password.	X			
25.	The main account (OCSD-EMD) will be notified of and can see all messages launched by the other sub-administrator accounts.	X			
26.	The system has a highly granular sub-administration function that allows for unlimited sub-administrators to create and manage their own users and databases within a nested or silo'd structure.	X			
27.	Some sub-administration agencies and jurisdictions use Nixle. The system integrates with Nixle lists, operated by individual jurisdictions.	X			
28.	The system can publish notifications automatically to social media and RSS feeds.	X			
29.	• Facebook	X			
30.	• Twitter	X			
31.	• Instagram		X		
32.	• Google Alerts	X			
33.	• YouTube		X		
34.	• WhatsApp		X		
35.	• RSS	X			
36.	• Other (specify)	X			Everbridge supports a Web Widget that can be added to your website to display a feed of recent notifications and the impacted area.
37.	Real-time results reporting and metrics are available to Users to include, but not limited to:	X			Everbridge offers the most powerful sets of reporting tools in the Emergency Notification market. These include reports for use during emergency activations as well as afterwards. The system provides four types of notification reports, giving you the information you need, when you need it. All reports are capable of export. Notification Dashboard Reporting (Realtime Reporting) The first type of report is the Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions. The dashboard reporting screen

#	Question	Yes	No	N/A	Comment
					automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not. Broadcast Reports The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast. Ad Hoc Reports The third type of report is the Ad Hoc Report, which allows administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format. Everbridge allows users to retrieve call records via a wide variety of record search and reporting options. Unlike some mass notification systems that provide only static report features, Everbridge's Ad Hoc Reporting functionality will allow you to pull reports that are important and meaningful for your specific needs. Users can create custom Contact Reports, and Notification Reports by choosing from a large selection of data fields from which to query. Event Analysis Reports Everbridge provides the ability for multiple messages to be viewed in a single report. Reports can be filtered to include a single notification – or spanning multiple notifications. Furthermore, using Event Reporting, clients may look, top down, at all messages/response details related to the same Event in a graphical and “top down” style. Detailed Notification Analysis Reports The final type of report is a detailed Notification Analysis report which allows clients to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification are included such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).

#	Question	Yes	No	N/A	Comment
38.	percentage of attempted and completed notifications	X			
39.	failure rates	X			
40.	failure modes (with standard response definitions across sub-contracted carriers)	X			
41.	time of delivery	X			
42.	length of delivery	X			
43.	total number delivered	X			
44.	Other				
45.	Customer support must be treated as a high priority with:				
46.	one primary point of contact at the company	X			Orange County has a dedicated Account Manager who serves as your primary point of contact. Additionally, clients are directed to contact 24x7x365 Technical Support: https://www.everbridge.com/customers/support/
47.	24/7/365 emergency support line (for both administrators and self-registration accounts)	X			Everbridge complies. We believe that client care does not end with implementation. True client care continues throughout the life of the partnership. Your organization will receive ongoing support provided via the Internet, e- mail, and telephone. Everbridge Technical Support is available to you at any time of day or night, 24x7x365. Technical Support staff members are fulltime Everbridge employees located on-site. We do not outsource our client care services to third parties that do not have Everbridge expertise. When you reach out to Everbridge Technical Support, you will get a professional who is well- versed in the Everbridge system and is more than capable of assisting you. Additionally, Everbridge has support personnel deployed at all of our offices around the world to ensure that in large scale disaster scenarios your organization will be guaranteed the highest level of support possible.
48.	live chat	X			
49.	screen-sharing tools	X			Everbridge support personnel may initiate a Zoom session (corporate approved standard for secure meetings and collaboration) with a client to provide support if necessary.
50.	one business day deadline for non-emergency support response	X			

#	Question	Yes	No	N/A	Comment
51.	The provider has a transparent method for responding to, prioritizing, and implementing feature requests and modifications with a 30 day response time.	X			The Everbridge system is designed with client focus in mind. All Everbridge clients are encouraged to enter feature requests for the notification solution through Everbridge Client Services. All requests are logged and tracked by the development team, and as more clients request similar features, Everbridge may include these into the notification platform. In regard to "change management", Everbridge employs the following industry standard practices for controlling changes to the SaaS application code or the database: • Approved, detailed, written specifications from the business group - Impact analysis • An approval hierarchy that includes at least one company executive - Queue management to ensure that all stakeholders are aware of the approved and pending changes to the system • Documented approvals for applying any changes to the Development, Test, and Production environments • Application code must be checked into a secure code library and checked out of this library to be applied to the Test or Production systems. • Application code or database changes to the Test and Production environments require the use of highly secured passwords that are known only to the developers responsible for migrating application code or database changes. Only the DBA has access to implement database changes. • Back-out procedures • Specification of onboarding and maintenance windows
52.	All data entered into the system from any source remains the property of the County of Orange; data cannot be provided or sold to other entities.	X			
53.	Registrants are not required to provide their data to the Contractor or other third party, or subscribe to or download an application in order to receive notifications through the system.	X			This can be supported through our Engagement functionality as well as through IPAWS (available to authorized clients).
54.	The provider will obtain E911 from all carriers within the County of Orange, California.	X			Most municipalities prefer to leverage existing emergency services (E911) databases that provide contact information and are updated on a monthly or quarterly, or yearly basis, allowing for a high level of accuracy. If the client prefers publicly available data, Everbridge can purchase this on behalf of the client.

#	Question	Yes	No	N/A	Comment
55.	The provider will geo-code all E911 data following a mutually agreed upon systematic process.	X			Yes, Everbridge supports geo-coding address information as a core component of our notification solution. Regardless of the method used to manage the data, if a physical address is supplied to the Everbridge platform, Everbridge will geocode the address and determine the Latitude/Longitude coordinates for the location. These coordinates are then used to drop a pin on the map (color of the pin is client defined and based on Record Type, as described above) in the Universe tab for recognition and inclusion in notification deployments. Clients may also specify the precision level of the GIS information utilized in the Everbridge solution through our Precision GIS functions which can enhance the level of accuracy and allows clients to directly handle "centroid" geocoding challenges they may experience.
56.	The system will have more than one geo-coding system or process.	X			Geocoding can be conducted using Everbridge's inherent geo-coding or clients may leverage Precision GIS capabilities and supply their own geo-coding, if desired.
57.	The provider will code residential and business lines.	X			
58.	The provider will upload E911 data that has been geo-coded and identified as business/residential.	X			
59.	The provider will upload E911 data that has been geo-coded and identified as listed and unlisted.	X			
60.	The provider will maintain data for opt-outs from the E911 data and ensure that new uploads accommodate these opt-out requests.	X			
61.	The system flags failed notifications for specific causes and allows the County to configure rules for failed notifications (e.g., mark failed call numbers or bounced emails to be resolved by County personnel).	X			
62.	The system supports contact lists of unlimited length.	X			
63.	The system supports nested contact lists (e.g., List 1 includes Sublist A, B, C; List 2 includes Sublist A & C; List 3 includes Sublist B&C)	X			
64.	The provider will analyze the results of each system use to identify if there are data management errors and identify possible improvements in data management processes.	X			Data management and review of communication campaigns are the responsibility of the client. However, should clients have questions or require support on either topic, clients may reach out to our 24x7x365 tech support team as needed.
65.	The system must incorporate Coding Accuracy Support System (CASS)	X			

#	Question	Yes	No	N/A	Comment
	certified address entry in all entry portals.				
66.	The provider hosts training:				
67.	in-person at system implementation	X			
68.	in-person on an as-requested basis	X			
69.	interactive webinar	X			
70.	recorded computer based trainings	X			Everbridge provides multiple levels of documentation that assist users in the process of managing the notification system. These levels of documentation include: • Everbridge Mass Notification User's Guide • Everbridge Mass Notification Quick Start Guide • Everbridge Mass Notification Application Programming Interface (API) Guide • Everbridge University Online (Video Tutorials) • Everbridge Online Help • Everbridge One Sheets The User's guide is a full documentation of the features of the notification platform. The quick start guide is focused on the areas that will allow a user to use the notification functions of the system. The API Guide is a starting point for software engineers to write applications that harness the strength of the Everbridge platform allowing for full integration with client systems. Everbridge University is an online learning environment that has tutorials with videos that show how the system works. The online help is built into the notification platform. It will open in a new window and assist a user in the process of sending a notification. Everbridge one sheets isolate common tasks and help a user send a notification, edit a contact, or make a selection from the map. The library of documentation ensures that clients will have access to all the tools that they need in order to do everything from sending a notification quickly to managing a complex integration taking advantage of advance features.
71.	A comprehensive User guide is provided detailing all system features and functions.	X			
72.	The provider allows for free testing and training by the County and Sub-administrator accounts.	X			

#	Question	Yes	No	N/A	Comment
73.	The system has a testing environment with safeguards to ensure that training and testing do not occur using E911 data unless the User intends to do so.	X			
74.	The system has a self-registration portal that allows both external (the public) and internal (agency employees) individuals to register multiple contact methods with and without setting up an account.	X			
75.	The system provides the public with a single-screen interface through which Registrants can opt-in to notifications originating from multiple jurisdictions or agencies.	X			
76.	The public web interface for Registrants is of responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X			
77.	The system's Registrant interface meets or exceeds the requirements of Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG).	X			
78.	The system allows Registrants to update their own contact data via an online portal or mobile application.	X			
79.	The registration portal allows Registrants to create an account with either an email address or telephone number.	X			
80.	The registration portal requires the Registrant to validate their contact information.	X			
81.	The registration portal incorporates CASS certified address entry and validation before allowing the Registrant to finalize.	X			
82.	The registration portal incorporates an automatic geo-coding validation before allowing the Registrant to finalize, including allowing the Registrant to manually move the point mapped if correction is needed.	X			
83.	The registration portal geo-coding software must update parcel and address data no less than bi-annually, so as to capture newly constructed homes and businesses.	X			The Everbridge Member Portal leverages Google for geocoding addresses and Google is continuously. Additionally, registrants can drop a pin to their exact lat/long.
84.	The registration portal is available in at least the following languages:	X			The Everbridge registration portal can be configured by clients to include any language desired (as they control the content that is displayed on the page). Clients may also enable our Google Translate functionality which allows user of the page to select the desired language and all content on the page will be displayed in the selected language (auto-translation

#	Question	Yes	No	N/A	Comment
					provided through Google Translate).
85.	• Arabic	X			
86.	• English	X			
87.	• Farsi	X			
88.	• Korean	X			
89.	• Spanish	X			
90.	• Vietnamese	X			
91.	Registrants can choose what types of alerts to receive and what devices to receive them on, such as:	X			
92.	• Weather alerts	X			
93.	• Road closings	X			
94.	• School closings	X			
95.	• Special announcements	X			
96.	At registration, Registrants can provide vulnerability data.	X			This would be configurable At Risk or Needs identification – Bedridden, Oxygen, etc.
97.	The system can detect Video Relay Services (VRS) used by the deaf and hard of hearing community. Messages will be delayed until the VRS interpreter becomes available or the message will be looped for up to 3 minutes.		X		
98.	During an alert notification, the system can provide Registrants with language options upfront (ex. Press 1 for English, 2 for Spanish, etc.).		X		While we don't support IVR for multi-lingual messages, Orange County currently collects language preference for registrants during the sign up process and can send autotranslated notifications. Notifications posted to the Member Portal can also be translated into various languages.
99.	The service supports non-English character sets and right-to-left text for email and TTY messages.	X			
100.	The system allows for configuration of automated forwarding from other systems (e.g., National Weather Service).	X			Everbridge's Mass Notification platform offers SMART Weather Alerting which leverages Weather Decision Technologies' (WDT) meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather events are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware. Everbridge SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery, so notifications get to the right people right away. Everbridge launches notifications that are:

#	Question	Yes	No	N/A	Comment
					• Specific - Detailed alerts, geographies, and stop start times. - Map-driven - Visual weather and select targets using GIS maps and shapes. • Automated - Deliver alerts to contacts and members automatically. • Rules-based - Use rules to determine when a message should be triggered. • Targeted - Deliver the right message to the right person automatically.
101.	The system is intuitive, easy to learn, and uses best practices in User interface and User design.	X			Everbridge is designed with ease of use in mind for both message senders and recipients. Our system is built with an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, we provide a single page workflow which allows clients to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). Furthermore, notifications may be launched even more quickly using our Notification Templates, whereby various elements of the notification deployment may be defined ahead of time – reducing the selection of the options to send the notification when needed.
102.	The web interface for Users uses responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X			
103.	A mobile app for iOS and Android is available that allows Users to send public notifications to on-the-fly generated geo-located areas.	X			Everbridge supports the ability to launch new and template broadcast to both individuals and groups of individuals, manage messages, and view reports from smartphones and tablet devices. Today, we have Mobile app support for iOS and Android devices. Authentication on the mobile platform is through HTTPS connections utilizing 2048-bit encryption. No information is cached locally within the app. Everbridge also supports a universal browser interface which functions among any smartphone or tablet device including BlackBerry and Windows Mobile.
104.	The service integrates with incident management systems, such as WebEOC, so that alerts can be activated from WebEOC Input or Display views.	X			This can be achieved using our Incident Communication and Email Ingestion functionality or through custom development using our JSON-based RESTful API.
105.	The system has a robust responder notification function that allows for advanced polling functions and the ability to stop calls once a set threshold of responses is reached.	X			Everbridge provides the ability to create and send quota-based notifications by using our Polling Notification with Quota enabled. This gives customers the ability to specify a certain number of positions to be filled. Once deployed, the quota notification will start contacting the pool of candidates and

#	Question	Yes	No	N/A	Comment
					continue until enough successful responses are provided to fill the quota count. Once the quota is filled, the system will automatically stop calling the group. If desired, customers can use our follow-up capability to recommunicate to any desired audience—such as those who confirm receipt after the quota is filled—very quickly.
106.	The system has the ability to directly link notification recipients to an internal conference call.	X			Everbridge supports Conference Notifications inherently, whereby a notification is deployed to client recipients and if received via phone, they will join the call immediately; if received via text message, all dial-in and passcode information is included to allow the end user to connect to the call. Everbridge provides 4 inherent conference bridge lines for any client to use – and clients may customize our service to support their own conference systems, if desired
107.	The system will have the ability for two-way text and email communication.	X			
108.	Responses to notifications can be sent via email or text directly to the User sending the message, system administrators, or members of a User-defined group.	X			Responses and confirmations from recipients are reported back to the Everbridge platform whereby authorized client administrators (including those that initiated the communication) may review through our extensive reporting options
109.	The system has the ability to export the polygon created for the notification in shape file, KML, and CSV.	X			
110.	The system automatically sends all Registrants a yearly, bi-yearly, or quarterly email reminding them to update their information. This message can be configurable by a User.	X			Everbridge can schedule notifications to accomplish this. Additionally, rules or filters can be developed to only target the users that have not recently updated their contact information.
111.	The system has the ability to manually bulk upload data via CSV or Excel and automatically via SFTP.	X			
112.	The system has an audit functionality that allows authorized Users to review system access and activity for up to 18 months.	X			

Exhibit 1

Use Policy

Prohibited uses

County shall use the Service only for lawful purposes and in accordance with this AUP. County may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam" or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user's identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for County or others (including the ability to send timely notifications through the Service), via various means including overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing"
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled
- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

Everbridge rights and remedies

If County becomes aware of any content or activity that violates this AUP, County shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. County's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to County prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

Effective: June 30, 2008

Revised: October 15, 2024

I. PURPOSE

The purpose of these Operating Guidelines is to describe the use and administration of AlertOC, the Orange County Public Mass Notification System ("System") by the County of Orange ("County"), County agencies and departments ("Agencies"), and local jurisdictions authorized by the County Board of Supervisors ("Jurisdictions"). This document will provide roles and responsibilities at the regional level. Individual Jurisdictions/Agencies should create and maintain subordinate procedures which incorporate the regional concepts outlined below. The step-by-step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these guidelines shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlined in the Memorandum of Understandings signed by participating agencies, but should be used to support the use of the System.

Authorized users must respect the integrity of the System, understand the regulatory and privacy issues, and fully comply with the guidelines outlined in this document.

II. SYSTEM DESCRIPTION

The primary intent of the System is to disseminate early warning and time sensitive information to County businesses and community members during an emergency event. The System is only one component of the County of Orange public warning system. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to: route alerting, the Emergency Alert System, outdoor warning systems, and press releases.

The System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, community members have the option to provide additional contact information via self-registration portal AlertOC.gov with link access from county and all participating entity websites. The System will be used to send messages, describing the situation, impacted area, and recommended action the public should take, to affected businesses and community members via telephone, e-mail, and/or text.

The County is the sponsor of the System and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize community member benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to disseminate "government-related" non-emergency notifications to community members and organization resources within its jurisdiction.



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

III. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department Emergency Management Division shall acquire and maintain a System capable of meeting the following requirements:

- A. Licensed for use throughout the County's entire region
- B. Capable of sending Wireless Emergency Alerts and Emergency Alert System notifications
- C. Capacity to send a 45 second message to 10,000 community members and businesses within 10 minutes
- D. Capacity to send messages via phone, e-mail and text
- E. Accessible via the public internet
- F. Provides audit trail logging and reporting
- G. GIS map interface for geographic call list generation
- H. Community member self-registration web portal (available in threshold languages)
- I. Interactive phone survey technology and reporting
- J. Interactive Voice Response based notification setup and execution
- K. Unlimited vendor support, with access to vendor available for Jurisdictions as needed

IV. REGULATIONS AND AUTHORITIES

The System is operated in compliance with laws and regulations which are incorporated by reference into these Operating Guidelines.

- 47 C.F.R. Part 11 – Emergency Alert System
- 47 C.F.R. Part 10 – Wireless Emergency Alerts
- American with Disabilities Act

The System uses the E911 database to complete the notifications. The use of the E911 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891 *et seq.* The information contained in the E911 database is confidential and proprietary and shall not be disclosed or used except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

V. GOVERNANCE

The County Board of Supervisors has authority over the System governance.

The Orange County Sheriff's Department Emergency Management Division (OCSD-EMD) will manage the System as a countywide asset on a day-to-day basis. The OCSD-EMD will draft, implement and maintain policies, processes, and data related to the System. The OCSD-EMD is responsible for ensuring that the provisions of the Vendor contract are implemented properly.

The Emergency Management Council Subcommittee and the Orange County Emergency Management Organization-Technology Subcommittee are responsible for recommending plans, procedures, and policies related to the System for approval.

The Orange County Emergency Management Council and County of Orange Operational Area Executive Board are responsible for approving plans, procedures, and policies related to the System.



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

VI. AUTHORIZED USERS

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

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

An Agency may participate in the countywide System at no charge when used for emergency purposes until December 30, 2029.

Entities authorized to join the system at no cost are limited to the County, Orange County Cities, the Municipal Water District of Orange County and Orange County Retail Water Agencies, and the University of California, Irvine. Each participating Jurisdiction must sign a Memorandum of Understanding (MOU) and will maintain, at minimum, a Local Administrator responsible for implementing and administering use of the System at the local level.

A. County Level

1. County Administrator

The OCSD-EMD will assign and maintain a designated County Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

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



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

9. Exclusion List: maintaining exclusion lists, provided by Local Administrators, in the System.
10. System support: provide support to County Users and Local Administrators.



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

2. County User

The County will have two levels of users: Alert & Warning Users and Agency Users. Both Alert and Warning Users and Agency Users are responsible for obtaining Multi-Factor Authentication (MFA) software and will require MFA software to be functional for access to the System.

Alert & Warning Users

Orange County Sheriff's Department Emergency Communication Bureau (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as Alert & Warning Users. Alert & Warning Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Alert and Warning users should perform monthly tests including:

1. Logging into AlertOC
2. Sending a test message to one or more contacts
3. Checking message receipt to ensure message was delivered

A Jurisdiction that contracts with the Orange County Sheriff's Department for police services authorizes the OCSD-Control One, OCSD-Dispatch, or OCSD-EMD personnel to launch on their behalf if requested by contracted field personnel in order to launch messages in a timely manner. These jurisdictions can also launch on their own behalf.

Agency User

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

B. Jurisdictions

Jurisdictions wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the MOU, the Jurisdiction will identify a Local Administrator. The Local Administrator completed specified training and certifications before being provided with an account. Throughout the term of the MOU, the Jurisdiction may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating Jurisdiction shall develop and maintain written procedures to identify and address the Jurisdiction's specific use of the System within the scope of this guideline. Each participating Jurisdiction shall maintain a level of training



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

1. Local Administrator

Participating Jurisdictions agree to appoint a designated Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the System at the local level. Local Administrator shall act as the Jurisdiction's central point of contact and will work collaboratively with the County Administrator to ensure local use of the system is within MOU and Operating Guidelines.

Local Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: Local User account distribution and management, including an annual audit of accounts; annual attestation that all Local Administrators and Local Users are authorized to continue accessing the system. Record management of MOU(s) and signed Local User certifications.
5. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
6. User Testing: verify and document Local Users with Alert and Warning responsibilities are performing monthly tests.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the System and individual registration web portal.
8. System support: provide support to Local Users.
9. Providing logins and procedural training to key individuals within their Agency responsible for using the System.
10. Exclusion Lists: provide annually a review of the exclusion list for businesses, phone numbers, and organizations in the Participating Jurisdiction.
11. Training: ensuring Local Users complete security awareness training that covers at a minimum the following areas: proper protection, handling, dissemination, and destruction of confidential information (CI); threats, vulnerabilities, and risks associated with handling of CI; social engineering; system responsibilities and expected behavior; account usage and management – including password creation, protection, and frequency of changes; system usage – allowed vs. prohibited; incident response; physical security; email protection – phishing threats and business account compromise
12. Incident Response: Local Administrator is responsible to immediately notify OCSA of any incidents that could lead to the unauthorized or accidental use, modification, disclosure, or destruction of any information contained within the system.

2. Local User:



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

Participating Jurisdictions may have an unlimited number of Local Users. Local Users will have access to community member contact records within their Jurisdiction or Service District. Local Users will be authorized and managed by the Local Administrator and may have varied system permissions. For Water Retail Water Agencies, Local Users may use the System to send emergency notifications to the public by using pre-established GIS shape files or the system's interactive map feature to identify their water users.

Local Users are responsible for obtaining Multi-Factor Authentication (MFA) software and will require MFA software to be functional for access to the System.

If a local user has access to send Alert and Warning messaging to the public then the local user should perform monthly tests including:

1. Logging into AlertOC
2. Sending a test message to one or more contacts (this can be the Alert and Warning User)
3. Checking message receipt to ensure message was delivered



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

VII. AUTHORIZED USE

A. Emergency Public Notifications

Legal restrictions exist related to issuing different types of messages through the System. All Users are required to know and understand these restrictions. The Form in Attachment B delineates the requirements for each type of message.

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

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

Emergency Public Notifications are limited to:

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

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

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

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



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

Illustrations of incidents which may be Emergency Public Notifications are included in Attachment A.

Participating Agencies are authorized to develop pre-established notification lists and messages related to specific types of emergencies. The circumstances for using these lists should be documented within County emergency plans and annexes approved by the Emergency Management Council, and their establishment coordinated with the County Administrator. Such documentation should include which forms of System notification will be used (e.g., opt-in agency data). During emergencies, messages will be coordinated with the Operational Area Emergency Operations Center or OCSD-EMD. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.

B. Emergency Responder Notifications

Emergency Responder Notifications are limited to:

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

Emergency considerations:

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

C. Non-Emergency Public Notifications

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

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source

E911 data is cannot be used for non-emergency use except for testing according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Any Agency or Jurisdiction in violation of this term may have their use of the System suspended or their individual access revoked.



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

No Jurisdiction shall use the System for non-emergency public announcements unless a separate contract with the Vendor is established. Cost associated with non-emergency public notifications is the responsibility of the local Jurisdiction. Jurisdictions will be limited to using the self-registering portal entry data only when launching non-emergency messages.

Jurisdictions who contract to use the System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the System, but the telephone port capacity of local phone providers responsible for delivering calls to community members and businesses.

D. Inter-Department Communication

Each participating Agency and Jurisdiction is authorized to create employee/volunteer and department call lists and pre-recorded messages. Agencies and Jurisdictions may use the System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use. Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the System solely for inter-departmental communication including but limited to first responder or volunteer call-outs.

VIII. ACTIVATION OF THE SYSTEM

Each Jurisdiction is responsible for launching messages to affected community members and businesses within their Jurisdiction or Service District.

- For messages launched by Jurisdictions on their own behalf, Jurisdictions are responsible for identifying and documenting who has the authority to launch messages.
- For messages launched by the County on behalf of Jurisdictions, the County requires the message be authorized by either the City Manager, City Police Chief, City Fire Chief, City Emergency Manager, or by public safety personnel on the incident scene with Incident Commander approval. Exigent circumstances will be evaluated on a case-by-case basis if the preceding individuals are not available.

The County of Orange and Orange County Operational Area Alert and Warning Plan is incorporated by reference. This document delineates the processes for coordinating all alert and warning notifications, including those transmitted using this System.

IX. LIMITATIONS OF THE SYSTEM

Every effort will be made by the County to ensure the System operates in the manner described in the SOP. However there are limitations of technology which may cause the system to fail or provide inconsistent message delivery. Some of these limitations include:

- Cell Phone Disruptions
- Cell Phone Reception Coverage
- Public Safety Power Shutoff events



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

X. ROUTINE TESTING

Monthly System tests will be conducted to ensure that use of the System in an emergency is optimized and users are familiar with operation. All users should perform monthly message proficiency tests. Users who do not login and perform a message proficiency test at least yearly are subject to removal as a user from the System.

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

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the County of Orange and Operational Area Alert and Warning Plan.

By signing the Mass Notification System MOU, participating Jurisdictions agree to take part in System drills and exercises.

XI. CONFIDENTIALITY AND SECURITY

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

1. Ensuring users have completed an appropriate background check and undergone annual security awareness training.
2. Protecting Confidential Information (CI) contained within the system against accidental or unauthorized use, modification, dissemination, or destruction.
3. Ensuring that users maintain the confidentiality of all user login and password information;
4. Ensuring that users follow the 90 day password expiration limit;
5. Ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information;
6. Immediately notifying the County Administrator of any security incident that could lead to the unauthorized access, use, modification, dissemination, or destruction of CI contained within the system.
7. Any breach of the terms of this policy or the vendor agreement by any user; and
8. All communications by users using the service.

XII. COSTS

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

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

XIII. DEFINITIONS



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

System – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.

Community members – Comprises individuals and businesses.

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

XIV. REVISION HISTORY

Revision Date	Author	Description
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.
June 2021	Harmon “Jay” Ward	Revision for new contract Revision of Sections II, III, IV, V, IX, and XI.
October 2024	Harmon “Jay” Ward	Revision for new contract; added User Testing for County and Local Jurisdictions in Sections VI and X; added City Emergency Manager as Authorized Requestor in Section VIII; added Section IX; added password expiration in Section XI.



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

XV. ATTACHMENT A – INCIDENT ILLUSTRATIONS

This is a non-exhaustive list provided as examples.

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



County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

XVI. Attachment B – AlertOC/WEA/EAS Activation Form

Public Mass Notification System
Individual User Agreement

1. _____ (hereinafter "USER") is an agent, officer, employee or representative of _____, (hereinafter "PARTICIPANT").
2. PARTICIPANT is a signatory to a Memorandum of Understanding ("MOU") between with the County of Orange ("COUNTY") for Use of Countywide Mass Notification System ("SYSTEM").
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU. USER can have access removed by the Local Administrator for PARTICIPANT at any time.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law.
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
 - a) to maintain the confidentiality of login and password information;
 - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
 - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the USER;
 - d) to notify the Local Administrator or County Administrator if there is a breach of security caused by the USER
 - e) to maintain the confidentiality of all records and information to which the USER may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU;
 - f) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872; and
 - g) to be responsible for notifying the Local Administrator if the USER is no longer an agent, officer, employee, or representative of PARTICIPANT
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the Memorandum of Understanding Between the County of Orange and Participants for Use of Countywide Mass Notification System, and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents.
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges, however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

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

Dated: _____

Signature

Printed Name

Email Address

City of La Palma

Agenda Item No. 8



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Third Quarter Cash and Investment Report, Fiscal Year 2024-25

RECOMMENDED ACTION:

It is recommended that the City Council receive and file the report.

SUMMARY:

In accordance with the City's Statement of Investment Policy, a quarterly report is prepared to provide the status of the investment portfolio. The cash and investments of all funds are pooled, and no assets are held by fiscal agents. Guided by state law and the City's Investment Policy, the primary investment objective is to safeguard the principal of the invested funds. The secondary objective is to meet the liquidity needs of the entities, and the third objective is to achieve a return on the invested funds. Although all investments contain an element of risk, the pooled investments are designed to limit risk exposure and provide liquidity while still generating investment income.

A combination of demand deposit accounts and the Local Agency Investment Fund (LAIF) is used to provide sufficient liquidity to meet the City's short-term operating requirements. Funds that are unlikely to be spent in the near future are kept in a portfolio that is actively managed by an investment advisor in accordance with the Investment Policy.

Information on the investment portfolio as of March 31, 2025, is as follows:

Short-term Operating Requirements

- Monies held in demand deposit accounts and cash on hand total \$3,973,522
- Monies held by Corpay total \$72,758
- Monies held in the Local Agency Investment Fund (LAIF) total \$16,821,214
 - Market value totals \$16,835,498
 - LAIF fund effective yield for each month during the quarter:
 - 4.366%, month 1
 - 4.333%, month 2
 - 4.313%, month 3
 - LAIF fund average life is 244 days

Managed Portfolio

- Book value totals \$27,172,009
- Market value totals \$27,402,860 per US Bank (custodian) and \$27,390,778 per PFM (investment manager)
 - \$13,487,598 US Treasury Bond/Note (49.24%)
 - \$2,381,240 Federal Agency Commercial (8.69%)
 - \$5,811,945 Corporate Note (21.22%)
 - \$455,970 Certificates of Deposit (1.66%)
 - \$5,164,868 Asset-Backed Security (18.86%)
 - \$89,157 Money Market (0.33%)
- Yield to maturity (based on cost) is 4.50%
- Yield to maturity (based on market value) is 4.17%
- Weighted average maturity is 846 days
- All investments mature within five years of the quarter-end

Interest Rate Yield

The following table presents U.S. Treasury yields as of March 31, 2025, and for all quarters back to March 31, 2023. After making no change to interest rates since July 2023, the Federal Reserve lowered interest rates by one-quarter percentage point at each of its September, November, and December 2024 meetings. The Federal Reserve Board's stated intent was to move toward a more neutral policy setting in order to maintain the strength of the economy and the labor market while enabling inflation to continue moving down to 2%. At the Federal Reserve Board meetings in January and March of 2025, no changes were made to interest rates.

Treasury Yield Curve Rates

Quarter End Date	6 Month	1 Year	2 Year	3 Year	5 Year	10 Year
March 31, 2023	4.94%	4.64%	4.06%	3.81%	3.60%	3.48%
June 30, 2023	5.47%	5.40%	4.87%	4.49%	4.13%	3.81%
September 30, 2023	5.53%	5.46%	5.03%	4.80%	4.60%	4.59%
December 31, 2023	5.26%	4.79%	4.23%	4.01%	3.84%	3.88%
March 31, 2024	5.38%	5.03%	4.59%	4.40%	4.21%	4.20%
June 30, 2024	5.33%	5.09%	4.71%	4.52%	4.33%	4.36%
September 30, 2024	4.38%	3.98%	3.66%	3.58%	3.58%	3.81%
December 31, 2024	4.24%	4.16%	4.25%	4.27%	4.38%	4.58%
March 31, 2025	4.23%	4.03%	3.89%	3.89%	3.96%	4.23%

This table can be used to compare the LAIF and managed portfolio yields against the U.S. Treasury yields. At the quarter end, the LAIF fund's effective yield (4.313%) and the managed portfolio's yield based on cost (4.50%) were each higher than Treasury yield rates for all maturities of ten years and less, while the managed portfolio's yield based on market (4.17%) was higher for maturities between

one and five years but lower for maturities of 6 months and ten years.

Managed Portfolio Market Value

Until investments are sold, any difference between market and book value is an unrealized gain or loss. During the third quarter of fiscal year 2024-25, the City's investment managers sold certain investments before their maturity date and realized net gains totaling \$13,941. For the fiscal year's first, second, and third quarters, market values are above book value, resulting in an unrealized gain at the quarter-end. Market values have an inverse relationship with interest rates, so as interest rates decrease, market values increase. The following chart shows the comparison of the managed portfolio's book value versus market value over the past two years:

Quarter End Date	Book Value	Market Value per Custodian (US Bank)	Unrealized Gain/(Loss)
March 31, 2023	\$25,882,344	\$25,139,728	(\$742,616)
June 30, 2023	\$25,853,547	\$25,070,092	(\$783,455)
September 30, 2023	\$25,892,819	\$25,254,108	(\$638,711)
December 31, 2023	\$25,942,487	\$25,871,881	(\$70,606)
March 31, 2024	\$26,101,690	\$25,988,635	(\$113,055)
June 30, 2024	\$26,290,427	\$26,191,407	(\$99,020)
September 30, 2024	\$26,582,928	\$26,960,813	\$377,885
December 31, 2024	\$26,858,340	\$26,954,217	\$95,877
March 31, 2025	\$27,172,009	\$27,402,860	\$230,851

ATTACHMENTS:

1. Cash and Investment Report – March 31, 2025
2. Cash and Investment Portfolio Book Value by Type Chart – March 31, 2025
3. PFM Funds, Managed Account Detail of Securities Held – March 31, 2025

CITY OF LA PALMA

Cash and Investment Report
March 31, 2025

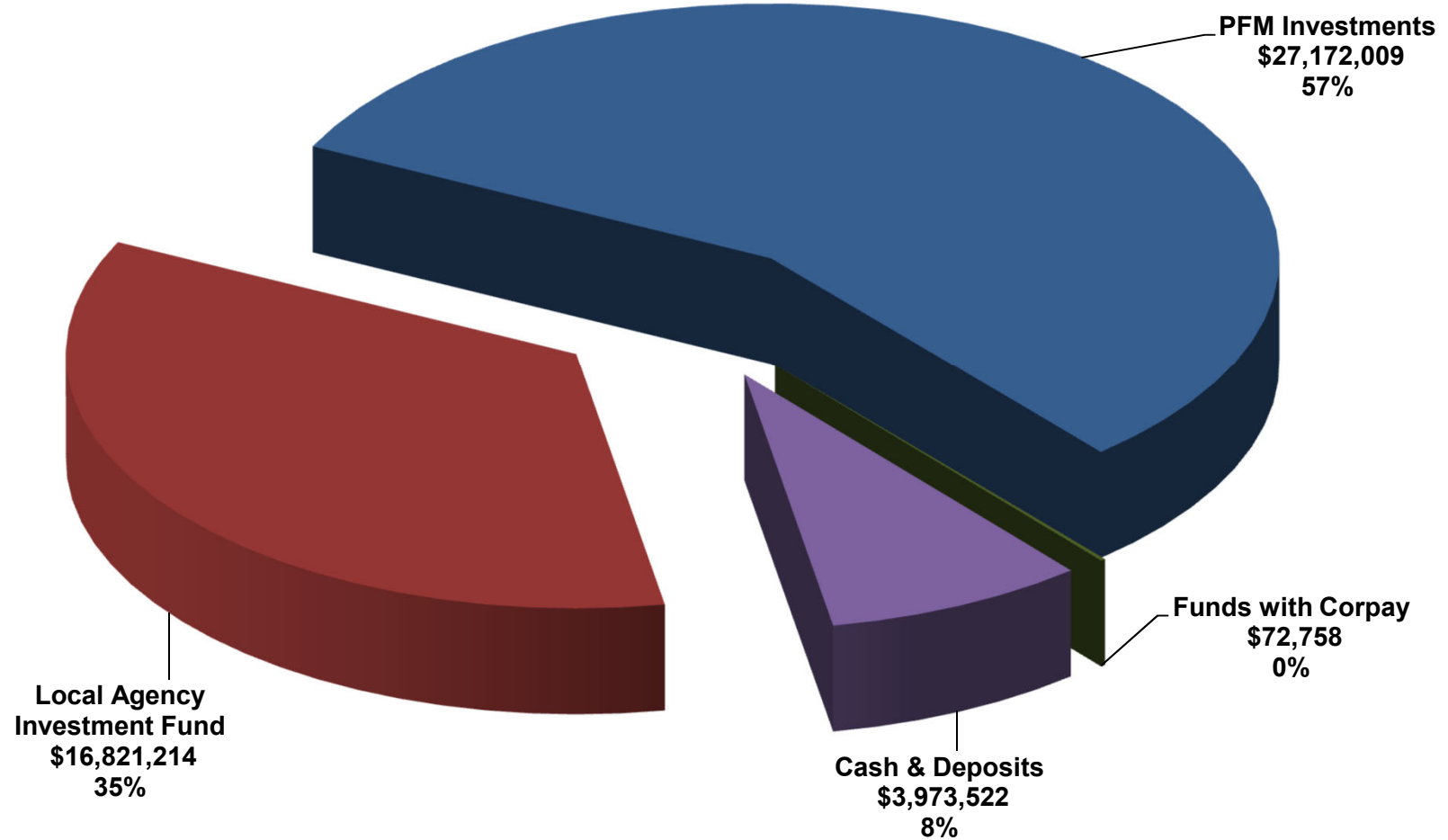
Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
<u>Pooled Deposits and Investments*</u>								
Local Agency Investment Fund	State	NA	NA	4.480%	\$ 16,821,214	\$ 16,821,214	\$ 16,835,498	LAIF
Various eligible securities	PFM Fund Manager (various issuers)	NA	various	4.500%	27,326,237	27,172,009	27,402,860	US Bank
Deposit accounts	NA	NA	NA	NA	3,966,097	3,966,097	3,966,097	NA
Cash on hand	NA	NA	NA	NA	7,425	7,425	7,425	NA
Funds with Corpay	NA	NA	NA	NA	72,758	72,758	72,758	NA
Total Pooled Deposits and Investments					<u>\$ 48,193,731</u>	<u>\$ 48,039,503</u>	<u>\$ 48,284,638</u>	

* The City and Successor Agency pool all cash and investments and neither has monies held by a fiscal agent. Amounts from the pool are available to each entity on demand.

I certify that this investment portfolio is in conformity with the January 2022 Statement of Investment Policy of the City of La Palma as stated in City Council Resolution No. 2022-02. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

Conal McNamara, City Manager

**Cash and Investment Portfolio
Book Value by Type
March 31, 2025**





Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

CITY OF LA PALMA

For the Month Ending
March 31, 2025

Client Management Team

Richard Babbe, CCM
Senior Managing Consultant
633 W 5th St., 25th Floor
Los Angeles, CA 90071
949-230-6896
babber@pfmam.com

Contents

- Cover/Disclosures
- Summary Statement
- Individual Accounts

Accounts included in Statement

995341 OPERATING PORTFOLIO

Important Messages

PFM AM will be closed on 04/18/2025 for Good Friday.

CITY OF LA PALMA
MR. RYAN HALLETT HINTON
7822 WALKER STREET
LA PALMA, CA 90623

Online Access www.pfmam.com

Customer Service 1-800-338-3383

Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM") is a division of U.S. Bancorp Asset Management, Inc. ("USBAM"), a SEC-registered investment adviser. USBAM is direct subsidiary of U.S. Bank National Association ("U.S. Bank") and an indirect subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed. Shares of some local government investment programs and TERM funds are distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

Key Terms and Definitions

Dividends on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE

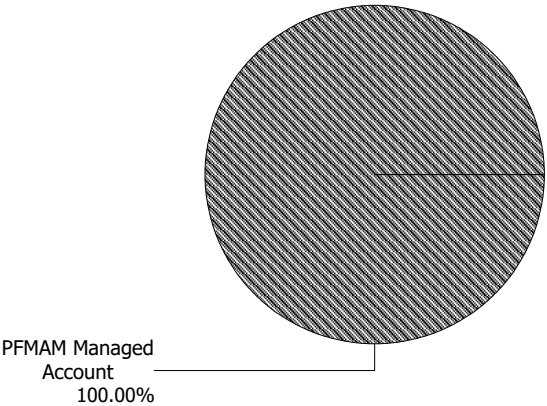
Account Statement - Transaction Summary

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341

PFMAM Managed Account	
Opening Market Value	27,256,304.61
Purchases	1,106,634.92
Redemptions	(1,080,962.09)
Unsettled Trades	0.00
Change in Value	19,643.91
Closing Market Value	\$27,301,621.35
Cash Dividends and Income	99,284.37

Asset Summary		
	March 31, 2025	February 28, 2025
PFMAM Managed Account	27,301,621.35	27,256,304.61
Total	\$27,301,621.35	\$27,256,304.61
Asset Allocation		



Managed Account Summary Statement

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
Opening Market Value	\$0.00	Opening Market Value	\$27,256,304.61	Opening Market Value	\$27,256,304.61
Purchases	0.00	Maturities/Calls	(355,608.38)		
Redemptions	0.00	Principal Dispositions	(725,353.71)		
		Principal Acquisitions	1,106,634.92		
		Unsettled Trades	0.00		
		Change in Current Value	19,643.91		
Closing Market Value	\$0.00	Closing Market Value	\$27,301,621.35	Closing Market Value	\$27,301,621.35
Dividend	0.00				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	88,450.31	Closing Cash Balance	\$91,360.75
Less Purchased Interest Related to Interest/Coupons	(737.15)		
Plus Net Realized Gains/Losses	11,571.21		
Total Cash Basis Earnings	\$99,284.37		

Earnings Reconciliation (Accrual Basis)		Managed Account	Total	Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	27,143,246.08	27,143,246.08		Maturities/Calls	200,000.00
Ending Accrued Interest	226,419.66	226,419.66		Sale Proceeds	854,780.63
Plus Proceeds from Sales	728,509.80	728,509.80		Coupon/Interest/Dividend Income	84,589.80
Plus Proceeds of Maturities/Calls/Principal Payments	355,608.38	355,608.38		Principal Payments	155,608.38
Plus Coupons/Dividends Received	84,589.80	84,589.80		Security Purchases	(1,239,476.95)
Less Cost of New Purchases	(1,107,331.57)	(1,107,331.57)		Net Cash Contribution	(2,574.49)
Less Beginning Amortized Value of Securities	(27,108,295.09)	(27,108,295.09)		Reconciling Transactions	0.00
Less Beginning Accrued Interest	(214,918.18)	(214,918.18)			
Dividends	0.00	0.00			
Total Accrual Basis Earnings	\$107,828.88	\$107,828.88			

Portfolio Summary and Statistics

For the Month Ending **March 31, 2025**

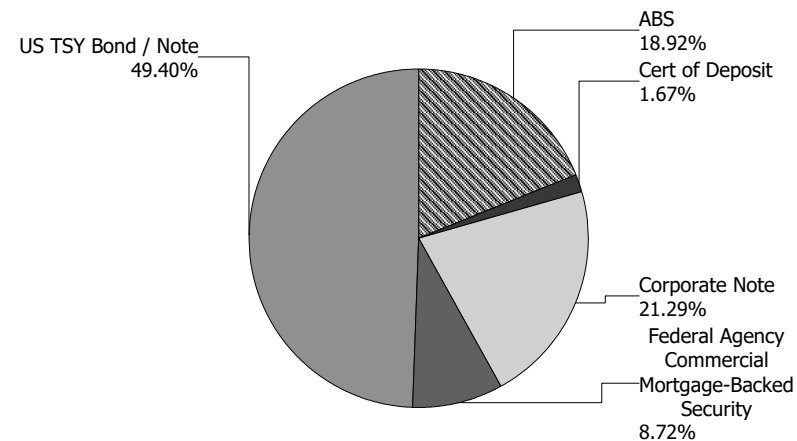
CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Account Summary

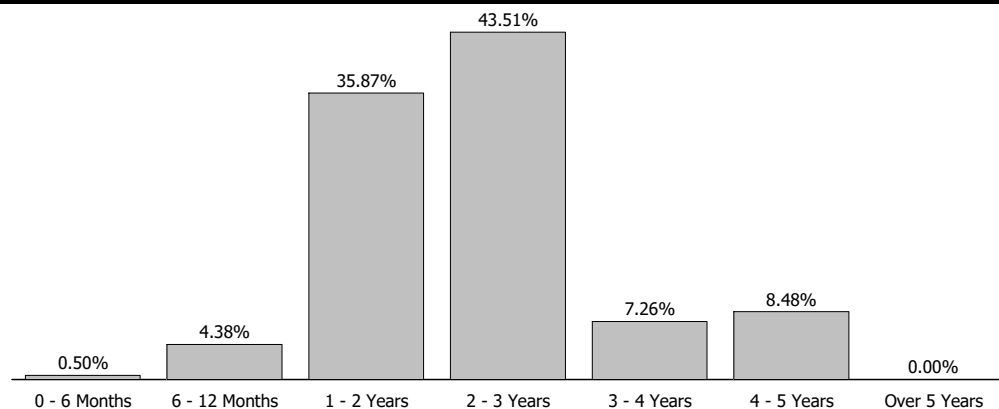
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	13,425,000.00	13,487,597.87	49.40
Federal Agency Commercial Mortgage-Backed Security	2,435,088.23	2,381,240.17	8.72
Corporate Note	5,775,000.00	5,811,944.81	21.29
Certificate of Deposit	450,000.00	455,970.20	1.67
Asset-Backed Security	5,148,861.24	5,164,868.30	18.92
Managed Account Sub-Total	27,233,949.47	27,301,621.35	100.00%
Accrued Interest		226,419.66	
Total Portfolio	27,233,949.47	27,528,041.01	

Unsettled Trades **0.00** **0.00**

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	4.50%
Yield to Maturity at Market	4.17%
Weighted Average Days to Maturity	846

Managed Account Issuer Summary

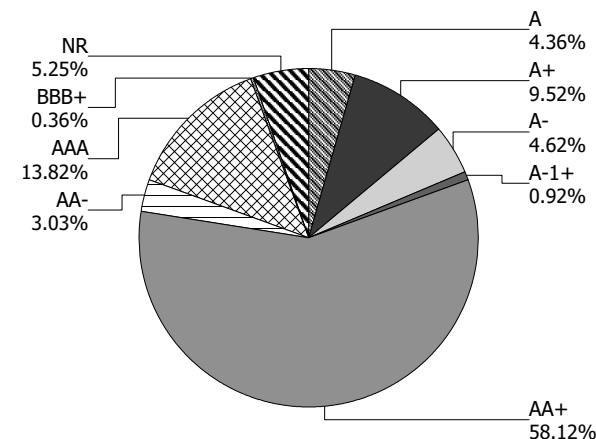
For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Issuer Summary

Issuer	Market Value of Holdings	Percent
Accenture PLC	34,755.07	0.13
Adobe Inc	202,730.40	0.74
Advanced Micro Devices Inc	100,486.40	0.37
Ally Auto Receivables Trust	309,102.91	1.13
American Express Co	478,407.44	1.75
ANZ Group Holdings Ltd	271,821.15	1.00
BA Credit Card Trust	141,079.05	0.52
Bank of America Corp	232,183.62	0.85
BlackRock Inc	130,977.21	0.48
BMW Vehicle Lease Trust	192,333.26	0.70
BP PLC	142,212.84	0.52
Bristol-Myers Squibb Co	40,490.84	0.15
Capital One Financial Corp	316,035.86	1.16
CarMax Inc	192,356.58	0.70
Caterpillar Inc	170,615.75	0.62
Charles Schwab Corp	96,532.00	0.35
Chevron Corp	176,073.63	0.64
Cisco Systems Inc	212,261.84	0.78
Cooperatieve Rabobank UA	670,136.31	2.45
Deere & Co	176,698.33	0.65
Eli Lilly & Co	130,818.61	0.48
Federal Home Loan Mortgage Corp	2,066,596.54	7.57
Federal National Mortgage Association	314,643.63	1.15
Fifth Third Auto Trust	176,535.80	0.65
Ford Credit Auto Owner Trust	194,979.41	0.71
GM Financial Consumer Automobile Receiv	500,016.76	1.83
Goldman Sachs Group Inc	80,740.16	0.30
Groupe BPCE	204,084.20	0.75
Harley-Davidson Inc	90,234.77	0.33
Hershey Co	55,477.73	0.20
Home Depot Inc	96,107.14	0.35
Honda Auto Receivables Owner Trust	316,393.98	1.16

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Issuer	Market Value of Holdings	Percent
Honda Motor Co Ltd	201,024.05	0.74
Honeywell International Inc	130,835.64	0.48
Hormel Foods Corp	110,981.98	0.41
Hyundai Auto Receivables Trust	435,204.88	1.59
Johnson & Johnson	40,414.08	0.15
JPMorgan Chase & Co	652,021.59	2.39
Mastercard Inc	130,317.88	0.48
Mercedes-Benz Auto Receivables Trust	266,274.40	0.98
National Rural Utilities Cooperative Fi	181,874.09	0.67
Nissan Auto Receivables Owner Trust	414,347.39	1.52
Nordea Bank Abp	251,886.00	0.92
PACCAR Inc	105,566.05	0.39
PepsiCo Inc	201,119.20	0.74
PNC Financial Services Group Inc	15,003.21	0.05
State Street Corp	96,051.33	0.35
Texas Instruments Inc	115,940.70	0.42
Toyota Auto Receivables Owner Trust	451,688.34	1.65
Toyota Motor Corp	166,804.26	0.61
Truist Financial Corp	165,383.81	0.61
Unilever PLC	100,129.60	0.37
United States Treasury	13,487,597.87	49.40
UnitedHealth Group Inc	196,226.16	0.72
Verizon Master Trust	150,046.88	0.55
Volkswagen Auto Loan Enhanced Trust	197,012.99	0.72
Wells Fargo & Co	392,444.60	1.44
WF Card Issuance Trust	124,906.88	0.46
World Omni Auto Trust	6,598.27	0.02
Total	\$27,301,621.35	100.00%

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	300,000.00	AA+	Aaa	09/27/23	09/28/23	295,957.03	4.88	1,631.56	298,074.59	301,476.60
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	350,000.00	AA+	Aaa	09/07/23	09/12/23	346,869.14	4.70	1,903.49	348,531.31	351,722.70
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	500,000.00	AA+	Aaa	09/12/23	09/15/23	495,292.97	4.72	2,719.27	497,785.71	502,461.00
US TREASURY N/B DTD 09/15/2023 4.625% 09/15/2026	91282CHY0	600,000.00	AA+	Aaa	10/03/23	10/05/23	595,781.25	4.88	1,281.93	597,843.49	605,461.20
US TREASURY N/B DTD 10/16/2023 4.625% 10/15/2026	91282CJC6	850,000.00	AA+	Aaa	11/07/23	11/10/23	848,041.02	4.71	18,144.23	848,938.80	858,200.80
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2026	91282CLS8	250,000.00	AA+	Aaa	11/01/24	11/04/24	249,833.98	4.16	4,330.11	249,867.19	250,556.75
US TREASURY N/B DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	375,000.00	AA+	Aaa	12/06/23	12/08/23	377,973.63	4.33	6,563.79	376,687.82	378,793.88
US TREASURY N/B DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	650,000.00	AA+	Aaa	01/04/24	01/08/24	654,113.28	4.14	8,359.38	652,450.24	654,367.35
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	725,000.00	AA+	Aaa	02/01/24	02/06/24	725,538.09	3.97	6,088.40	725,336.06	725,509.68
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	225,000.00	AA+	Aaa	02/13/24	02/16/24	223,330.08	4.39	1,153.75	223,930.54	225,729.45
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	750,000.00	AA+	Aaa	03/07/24	03/11/24	746,396.48	4.30	3,845.82	747,644.08	752,431.50
US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	125,000.00	AA+	Aaa	04/01/24	04/03/24	124,106.45	4.51	245.41	124,395.10	125,737.25
US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	325,000.00	AA+	Aaa	04/10/24	04/12/24	320,543.95	4.76	638.08	321,955.44	326,916.85
US TREASURY N/B DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9	300,000.00	AA+	Aaa	05/08/24	05/10/24	298,675.78	4.66	6,230.77	299,060.84	303,328.20

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	100,000.00	AA+	Aaa	06/25/24	06/26/24	99,972.66	4.51	1,703.04	99,979.59	101,144.50
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	900,000.00	AA+	Aaa	06/06/24	06/10/24	899,648.44	4.51	15,327.35	899,742.50	910,300.50
US TREASURY N/B DTD 06/17/2024 4.625% 06/15/2027	91282CKV2	150,000.00	AA+	Aaa	06/27/24	06/28/24	150,521.48	4.50	2,039.32	150,394.38	152,232.45
US TREASURY N/B DTD 06/17/2024 4.625% 06/15/2027	91282CKV2	275,000.00	AA+	Aaa	07/10/24	07/11/24	276,654.30	4.40	3,738.75	276,265.45	279,092.83
US TREASURY N/B DTD 06/17/2024 4.625% 06/15/2027	91282CKV2	300,000.00	AA+	Aaa	07/08/24	07/09/24	301,828.13	4.40	4,078.64	301,395.50	304,464.90
US TREASURY N/B DTD 06/17/2024 4.625% 06/15/2027	91282CKV2	375,000.00	AA+	Aaa	07/01/24	07/05/24	375,424.80	4.58	5,098.30	375,323.61	380,581.13
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	150,000.00	AA+	Aaa	08/08/24	08/09/24	152,009.77	3.89	1,377.76	151,588.71	151,470.75
US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	475,000.00	AA+	Aaa	09/05/24	09/06/24	476,781.25	3.61	2,214.26	476,454.37	473,144.65
US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	850,000.00	AA+	Aaa	09/04/24	09/05/24	852,722.66	3.63	3,962.36	852,220.27	846,679.90
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	475,000.00	AA+	Aaa	10/01/24	10/04/24	473,088.87	3.52	740.57	473,395.70	469,062.50
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	500,000.00	AA+	Aaa	10/02/24	10/04/24	497,656.25	3.54	779.55	498,032.23	493,750.00
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	200,000.00	AA+	Aaa	10/31/24	11/04/24	198,617.19	4.13	3,576.92	198,798.67	199,781.20
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	150,000.00	AA+	Aaa	12/05/24	12/06/24	150,023.44	4.12	2,341.68	150,021.03	150,767.55
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	300,000.00	AA+	Aaa	12/03/24	12/05/24	300,164.06	4.10	4,683.36	300,147.64	301,535.10

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	650,000.00	AA+	Aaa	12/02/24	12/04/24	650,126.95	4.12	10,147.27	650,115.14	653,326.05
US TREASURY N/B DTD 12/16/2024 4.000% 12/15/2027	91282CMB4	525,000.00	AA+	Aaa	01/02/25	01/06/25	520,898.44	4.28	6,173.08	521,207.56	526,189.65
US TREASURY N/B DTD 01/15/2025 4.250% 01/15/2028	91282CMF5	525,000.00	AA+	Aaa	02/03/25	02/06/25	524,282.23	4.30	4,684.39	524,317.03	529,552.80
US TREASURY N/B DTD 02/18/2025 4.250% 02/15/2028	91282CMN8	200,000.00	AA+	Aaa	03/03/25	03/05/25	201,593.75	3.96	1,056.63	201,555.46	201,828.20
Security Type Sub-Total		13,425,000.00					13,404,467.80	4.27	136,859.22	13,413,456.05	13,487,597.87
Federal Agency Commercial Mortgage-Backed Security											
FHMS K051 A2 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	116,918.97	AA+	Aaa	08/05/22	08/10/22	116,069.48	3.55	322.31	116,787.58	116,149.88
FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	117,683.33	AA+	Aaa	03/01/23	03/06/23	110,824.59	4.90	269.20	115,742.55	116,083.30
FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	121,836.95	AA+	Aaa	10/06/22	10/12/22	114,945.55	4.51	274.34	119,996.21	119,955.43
FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	112,592.20	AA+	Aaa	10/05/23	10/11/23	104,468.85	5.05	214.11	108,757.07	109,842.36
FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BROJ7	125,000.00	AA+	Aaa	03/02/23	03/07/23	116,240.23	4.81	267.71	121,591.03	122,470.50
FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BROJ7	125,000.00	AA+	Aaa	05/18/23	05/23/23	118,857.42	4.22	267.71	122,450.45	122,470.50
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	175,000.00	AA+	Aaa	04/12/23	04/17/23	167,036.13	4.10	386.90	171,677.33	171,043.08
FHMS K059 A2 DTD 11/01/2016 3.120% 09/01/2026	3137BSRE5	125,000.00	AA+	Aaa	11/15/23	11/20/23	118,393.55	5.11	325.00	121,419.76	122,904.38
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	82,353.51	AA+	Aaa	05/19/23	05/24/23	79,818.56	4.29	229.70	81,159.41	80,927.56

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	190,000.00	AA+	Aaa	10/17/23	10/20/23	179,134.38	5.33	543.08	183,952.24	187,166.34
FNA 2024-M6 A2 DTD 11/01/2024 2.912% 07/01/2027	3136BTGM9	200,000.00	AA+	Aaa	12/12/24	12/17/24	193,000.00	4.32	485.40	193,732.94	194,688.20
FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	125,000.00	AA+	Aaa	06/17/24	06/21/24	119,248.05	4.80	337.92	120,568.64	122,249.63
FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	93,703.28	AA+	Aaa	06/17/24	06/21/24	89,171.85	4.78	248.86	90,183.83	91,346.55
FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9	225,000.00	AA+	Aaa	10/30/24	11/04/24	207,729.49	4.14	250.50	210,030.98	211,353.30
FHMS K074 A2 DTD 03/01/2018 3.600% 01/01/2028	3137F4D41	135,000.00	AA+	Aaa	02/27/25	03/04/25	132,104.88	4.39	405.00	132,175.21	132,601.19
FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72	140,000.00	AA+	Aaa	03/05/25	03/10/25	137,555.47	4.28	425.83	137,600.82	137,533.62
FHMS K076 A2 DTD 05/01/2018 3.900% 04/01/2028	3137FEZU7	225,000.00	AA+	Aaa	03/04/25	03/07/25	222,521.48	4.27	731.25	222,571.17	222,454.35
Security Type Sub-Total		2,435,088.23					2,327,119.96	4.50	5,984.82	2,370,397.22	2,381,240.17
Corporate Note											
NATIONAL RURAL UTIL COOP DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	20,000.00	A-	A2	04/27/22	05/04/22	19,994.60	3.92	203.17	19,999.64	19,946.94
NATIONAL RURAL UTIL COOP DTD 10/31/2022 5.450% 10/30/2025	63743HFF4	25,000.00	A-	A2	10/20/22	10/31/22	24,966.50	5.50	571.49	24,993.52	25,141.93
COOPERAT RABOBANK UA/NY DTD 01/09/2024 4.850% 01/09/2026	21688ABA9	390,000.00	A+	Aa2	01/02/24	01/09/24	389,851.80	4.87	4,308.42	389,941.40	391,237.08
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	20,000.00	A-	A2	02/02/23	02/09/23	19,985.80	4.47	44.50	19,995.64	20,003.30

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AUST & NZ BANKING GRP NY DTD 03/18/2024 5.000% 03/18/2026	05253JB26	270,000.00	AA-	Aa2	03/11/24	03/18/24	270,000.00	5.00	487.50	270,000.00	271,821.15
WELLS FARGO & COMPANY DTD 04/22/2016 3.000% 04/22/2026	949746RW3	100,000.00	BBB+	A1	03/28/23	03/30/23	94,080.00	5.11	1,325.00	97,953.25	98,462.90
JPMORGAN CHASE & CO (CALLABLE) DTD 04/26/2022 4.080% 04/26/2026	46647PCZ7	100,000.00	A	A1	04/19/22	04/26/22	100,000.00	4.08	1,756.67	100,000.00	99,920.10
CHARLES SCHWAB CORP (CALLABLE) DTD 05/13/2021 1.150% 05/13/2026	808513BR5	100,000.00	A-	A2	08/01/24	08/02/24	93,667.00	4.91	440.83	95,965.14	96,532.00
CATERPILLAR FINL SERVICE DTD 05/15/2023 4.350% 05/15/2026	14913UAA8	75,000.00	A	A2	05/08/23	05/15/23	74,964.75	4.37	1,232.50	74,986.81	75,110.25
JOHN DEERE CAPITAL CORP DTD 06/08/2023 4.750% 06/08/2026	24422EWX3	65,000.00	A	A1	06/05/23	06/08/23	64,962.30	4.77	969.13	64,985.09	65,383.83
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	55,000.00	A-	A3	07/05/23	07/07/23	54,932.35	5.29	673.75	54,971.44	55,484.39
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	80,000.00	A-	Baa1	07/25/22	07/28/22	80,000.00	4.26	596.40	80,000.00	79,836.24
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/07/2026	89236TMJ1	30,000.00	A+	A1	08/06/24	08/09/24	29,981.40	4.58	204.75	29,987.27	30,088.53
HOME DEPOT INC (CALLABLE) DTD 12/04/2023 4.950% 09/30/2026	437076CV2	55,000.00	A	A2	11/27/23	12/04/23	54,879.55	5.04	7.56	54,934.09	55,561.06
TRUIST FINANCIAL CORP (CALLABLE) DTD 10/28/2022 5.900% 10/28/2026	89788MAJ1	85,000.00	A-	Baa1	10/26/22	10/28/22	85,000.00	5.90	2,131.38	85,000.00	85,547.57
STATE STREET CORP (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	25,000.00	A	Aa3	11/01/22	11/04/22	25,000.00	5.75	587.08	25,000.00	25,165.90
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	100,000.00	A-	A2	06/18/24	06/20/24	92,036.00	5.26	673.75	94,549.38	95,781.40
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 11/02/2023 5.600% 11/13/2026	63743HFK3	40,000.00	A-	A2	10/30/23	11/02/23	39,986.00	5.61	858.67	39,992.26	40,728.32

Managed Account Detail of Securities Held

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
TOYOTA MOTOR CREDIT CORP DTD 11/20/2023 5.400% 11/20/2026	89236TLD5	100,000.00	A+	A1	11/15/23	11/20/23	99,910.00	5.43	1,965.00	99,949.19	101,732.00
PACCAR FINANCIAL CORP DTD 11/25/2024 4.500% 11/25/2026	69371RT55	35,000.00	A+	A1	11/18/24	11/25/24	34,970.25	4.54	551.25	34,975.30	35,179.72
WELLS FARGO BANK NA (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	290,000.00	A+	Aa2	12/04/23	12/11/23	290,000.00	5.25	4,655.63	290,000.00	293,981.70
CATERPILLAR FINL SERVICE DTD 01/08/2024 4.500% 01/08/2027	14913UAE0	95,000.00	A	A2	01/02/24	01/08/24	94,897.40	4.54	985.63	94,937.89	95,505.50
PNC FINANCIAL SERVICES (CALLABLE) DTD 01/24/2023 4.758% 01/26/2027	693475BL8	15,000.00	A-	A3	01/19/23	01/24/23	15,000.00	4.76	128.86	15,000.00	15,003.21
TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	115,000.00	A+	Aa3	02/05/24	02/08/24	114,926.40	4.62	778.81	114,953.57	115,940.70
ELI LILLY & CO (CALLABLE) DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	130,000.00	A+	Aa3	02/07/24	02/09/24	129,931.10	4.52	845.00	129,956.53	130,818.61
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 02/22/2024 4.900% 02/22/2027	110122EE4	40,000.00	A	A2	02/14/24	02/22/24	39,956.80	4.94	212.33	39,972.10	40,490.84
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	17275RBO4	160,000.00	AA-	A1	02/21/24	02/26/24	159,792.00	4.85	746.67	159,864.93	161,870.24
CHEVRON USA INC DTD 02/26/2025 4.405% 02/26/2027	166756AZ9	175,000.00	AA-	Aa2	02/24/25	02/26/25	175,000.00	4.41	749.46	175,000.00	176,073.63
JOHN DEERE CAPITAL CORP DTD 03/07/2024 4.850% 03/05/2027	24422EXM6	110,000.00	A	A1	03/04/24	03/07/24	109,897.70	4.88	385.31	109,932.60	111,314.50
AMERICAN HONDA FINANCE DTD 03/13/2024 4.900% 03/12/2027	02665WFD8	80,000.00	A-	A3	03/11/24	03/13/24	79,956.00	4.92	206.89	79,970.79	80,595.36
STATE STREET CORP (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5	70,000.00	A	Aa3	03/13/24	03/18/24	70,000.00	4.99	126.21	70,000.00	70,885.43
HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	A-	A1	03/05/24	03/08/24	54,946.65	4.84	7.33	54,968.04	55,490.99

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	A-	A1	03/05/24	03/08/24	54,946.65	4.84	7.33	54,968.04	55,490.99
ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	80,000.00	A+	A1	04/01/24	04/04/24	79,960.00	4.87	1,907.67	79,972.61	81,053.28
UNITEDHEALTH GROUP INC (CALLABLE) DTD 03/21/2024 4.600% 04/15/2027	91324PEY4	195,000.00	A+	A2	03/19/24	03/21/24	193,640.85	4.85	4,136.17	194,074.61	196,226.16
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	75,000.00	A-	A2	05/07/24	05/10/24	74,953.50	5.12	1,540.63	74,966.71	76,053.60
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	80,000.00	A+	A1	05/15/24	05/21/24	80,000.00	5.41	1,564.04	80,000.00	80,740.16
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027	437076DB5	40,000.00	A	A2	06/17/24	06/25/24	39,867.60	5.00	520.00	39,899.72	40,546.08
BLACKROCK FUNDING INC (CALLABLE) DTD 07/26/2024 4.600% 07/26/2027	09290DAH4	130,000.00	AA-	Aa3	07/17/24	07/26/24	129,996.10	4.60	1,079.72	129,997.17	130,977.21
HONEYWELL INTERNATIONAL (CALLABLE) DTD 08/01/2024 4.650% 07/30/2027	438516CX2	130,000.00	A	A2	07/29/24	08/01/24	129,996.10	4.65	1,024.29	129,997.16	130,835.64
PACCAR FINANCIAL CORP DTD 08/06/2024 4.450% 08/06/2027	69371RT30	70,000.00	A+	A1	08/01/24	08/06/24	69,906.90	4.50	475.90	69,926.28	70,386.33
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904764BU0	100,000.00	A+	A1	08/08/24	08/12/24	99,869.00	4.30	578.47	99,895.46	100,129.60
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	35,000.00	AA-	Aa3	10/01/24	10/04/24	34,954.85	3.95	671.13	34,961.91	34,755.07
TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89236TMS1	35,000.00	A+	A1	10/07/24	10/10/24	34,986.35	4.36	723.19	34,988.43	34,983.73
AMERICAN HONDA FINANCE DTD 10/23/2024 4.450% 10/22/2027	02665WFT3	65,000.00	A-	A3	10/21/24	10/23/24	64,955.15	4.47	1,269.49	64,961.45	64,944.30
JPMORGAN CHASE & CO (CALLABLE) DTD 10/23/2023 6.070% 10/22/2027	46647PDW3	120,000.00	A	A1	10/16/23	10/23/23	120,000.00	6.07	3,217.10	120,000.00	122,801.64

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For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BP CAP MARKETS AMERICA (CALLABLE) DTD 05/17/2024 5.017% 11/17/2027	10373QBY5	140,000.00	A-	A1	05/15/24	05/17/24	140,000.00	5.02	2,614.41	140,000.00	142,212.84
MASTERCARD INC (CALLABLE) DTD 09/05/2024 4.100% 01/15/2028	57636QBA1	60,000.00	A+	Aa3	09/03/24	09/05/24	59,967.00	4.12	519.33	59,972.46	59,843.28
ADOBE INC (CALLABLE) DTD 01/17/2025 4.750% 01/17/2028	00724PAH2	120,000.00	A+	A1	01/14/25	01/17/25	119,936.40	4.77	1,171.67	119,940.72	121,677.12
COOPERAT RABOBANK UA/NY DTD 01/21/2025 4.883% 01/21/2028	21688ABK7	275,000.00	A+	Aa2	01/13/25	01/21/25	275,000.00	4.88	2,611.05	275,000.00	278,899.23
PEPSICO INC (CALLABLE) DTD 02/07/2025 4.450% 02/07/2028	713448GA0	200,000.00	A+	A1	02/05/25	02/07/25	199,916.00	4.47	1,335.00	199,920.05	201,119.20
CISCO SYSTEMS INC (CALLABLE) DTD 02/24/2025 4.550% 02/24/2028	17275RBW1	50,000.00	AA-	A1	02/19/25	02/24/25	49,946.00	4.59	233.82	49,947.81	50,391.60
HERSHEY COMPANY (CALLABLE) DTD 02/24/2025 4.550% 02/24/2028	427866BK3	55,000.00	A	A1	02/19/25	02/24/25	54,962.05	4.57	257.20	54,963.39	55,477.73
JOHNSON & JOHNSON (CALLABLE) DTD 02/20/2025 4.550% 03/01/2028	478160DH4	40,000.00	AAA	Aaa	02/18/25	02/20/25	39,976.80	4.57	207.28	39,977.64	40,414.08
MASTERCARD INC (CALLABLE) DTD 02/27/2025 4.550% 03/15/2028	57636QBF0	70,000.00	A+	Aa3	02/18/25	02/27/25	69,946.80	4.58	300.81	69,948.52	70,474.60
ADVANCED MICRO DEVICES (CALLABLE) DTD 03/24/2025 4.319% 03/24/2028	007903BJ5	100,000.00	A	A2	03/10/25	03/24/25	100,000.00	4.32	83.98	100,000.00	100,486.40
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	100,000.00	A	A1	04/15/24	04/22/24	100,000.00	5.57	2,460.53	100,000.00	101,962.10
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	20,000.00	A-	A2	07/22/24	07/26/24	20,000.00	5.04	182.11	20,000.00	20,243.90
BANK OF AMERICA CORP (CALLABLE) DTD 01/24/2025 4.979% 01/24/2029	06051GMK2	230,000.00	A-	A1	01/17/25	01/24/25	230,000.00	4.98	2,131.29	230,000.00	232,183.62
Security Type Sub-Total		5,775,000.00					5,751,156.45	4.86	62,240.54	5,761,016.01	5,811,944.81

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	250,000.00	A-1+	P-1	11/02/22	11/03/22	250,000.00	5.53	5,683.61	250,000.00	251,886.00
NATIXIS NY BRANCH DTD 09/20/2023 5.610% 09/18/2026	63873QP65	200,000.00	A+	A1	09/18/23	09/20/23	200,000.00	5.61	6,077.50	200,000.00	204,084.20
Security Type Sub-Total		450,000.00					450,000.00	5.57	11,761.11	450,000.00	455,970.20
Asset-Backed Security											
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	4,302.46	AAA	NR	11/09/21	11/15/21	4,302.37	0.71	1.36	4,302.44	4,290.01
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	5,985.42	AAA	Aaa	07/21/21	07/28/21	5,984.43	0.56	1.46	5,985.17	5,967.31
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	1,299.19	AAA	Aaa	12/07/21	12/13/21	1,299.14	1.02	0.40	1,299.18	1,296.78
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	14,042.53	AAA	Aaa	05/10/22	05/18/22	14,041.80	3.21	7.51	14,042.29	13,997.62
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	8,008.10	AAA	Aaa	10/19/21	10/27/21	8,007.94	0.77	2.74	8,008.05	7,963.75
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	6,187.21	AAA	Aaa	10/13/21	10/21/21	6,187.05	0.68	1.75	6,187.16	6,154.69
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	6,620.83	AAA	NR	10/26/21	11/03/21	6,619.93	0.82	2.38	6,620.55	6,598.27
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	34,645.19	AAA	Aaa	05/10/22	05/18/22	34,638.48	3.31	50.97	34,642.76	34,536.37
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	8,079.03	AAA	NR	01/11/22	01/19/22	8,078.33	1.26	4.24	8,078.79	8,036.48
HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2	26,679.02	AAA	NR	07/12/22	07/20/22	26,679.01	3.72	44.11	26,679.01	26,614.45
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	25,096.43	AAA	Aaa	04/12/22	04/20/22	25,092.25	3.06	34.13	25,094.80	25,003.65

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	29,281.92	AAA	Aaa	04/21/22	04/28/22	29,277.47	3.49	45.42	29,280.18	29,177.91
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	27,653.01	AAA	NR	08/08/22	08/16/22	27,648.38	3.76	46.21	27,650.98	27,536.17
COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043OAC6	30,142.27	AAA	NR	04/26/22	05/04/22	30,135.69	3.17	42.47	30,139.56	29,955.00
HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	58,160.45	AAA	NR	04/04/23	04/12/23	58,154.77	4.58	118.39	58,157.56	58,139.28
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	65,466.68	AAA	NR	07/12/22	07/20/22	65,465.13	3.97	115.51	65,466.01	65,296.07
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	34,317.52	NR	Aaa	07/06/22	07/13/22	34,317.28	3.64	52.05	34,317.42	34,207.81
COPAR 2022-2 A3 DTD 08/10/2022 3.660% 05/17/2027	14043GAD6	39,941.12	AAA	Aaa	08/02/22	08/10/22	39,938.26	3.66	64.97	39,939.84	39,753.67
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	71,661.27	AAA	Aaa	09/20/22	09/28/22	71,646.44	4.46	142.05	71,654.46	71,615.48
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	104,219.94	AAA	Aaa	10/04/22	10/12/22	104,218.64	4.76	220.48	104,219.34	104,279.55
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	91,535.60	AAA	NR	10/26/22	10/31/22	91,514.14	5.35	217.24	91,524.96	91,915.29
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	109,178.63	AAA	Aaa	11/15/22	11/22/22	109,157.04	5.21	252.81	109,167.80	109,495.58
GMCAR 2022-4 A3 DTD 10/12/2022 4.820% 08/16/2027	36265OAD8	132,129.08	AAA	NR	10/04/22	10/12/22	132,107.42	4.82	265.36	132,118.46	132,186.29
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	63,071.00	AAA	NR	01/24/23	01/30/23	63,070.97	4.63	129.79	63,070.99	63,101.15
MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	35,763.86	AAA	NR	01/18/23	01/25/23	35,759.57	4.51	71.69	35,761.52	35,754.14

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	140,073.59	NR	Aaa	04/18/23	04/26/23	140,048.84	4.91	305.67	140,059.33	140,335.11
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	65,051.57	NR	Aaa	02/13/23	02/23/23	65,045.02	5.05	146.00	65,047.89	65,231.12
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8	100,000.00	NR	Aaa	05/16/23	05/23/23	99,994.41	4.71	209.33	99,996.60	100,103.50
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	62,791.10	AAA	Aaa	04/04/23	04/12/23	62,789.38	4.47	116.95	62,790.08	62,758.33
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	42,477.24	AAA	NR	07/11/23	07/18/23	42,469.71	5.47	38.73	42,472.50	42,756.35
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	70,000.00	AAA	NR	06/08/23	06/16/23	69,984.15	4.79	149.02	69,989.93	70,312.06
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	75,000.00	AAA	NR	06/21/23	06/26/23	74,998.99	5.23	174.33	74,999.35	75,575.33
ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	90,000.00	NR	Aaa	07/11/23	07/19/23	89,984.66	5.48	218.40	89,990.07	90,699.39
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	100,000.00	AAA	NR	06/07/23	06/14/23	99,991.13	4.87	216.44	99,994.37	100,549.40
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	175,000.00	AAA	Aaa	08/15/23	08/23/23	174,989.15	5.53	430.11	174,992.65	176,535.80
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	100,000.00	AAA	NR	09/07/23	09/15/23	99,972.28	5.17	229.33	99,980.10	101,118.70
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	70,000.00	NR	Aaa	12/07/23	12/14/23	69,990.60	4.98	154.93	69,993.05	70,766.99
NAROT 2024-A A3 DTD 05/22/2024 5.280% 12/15/2028	65479UAD0	200,000.00	NR	Aaa	05/14/24	05/22/24	199,981.32	5.28	469.33	199,984.55	202,396.80
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	225,000.00	AAA	NR	01/24/24	01/31/24	224,965.73	4.60	460.00	224,973.43	226,219.05

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
TAOT 2024-C A3 DTD 07/30/2024 4.880% 03/15/2029	89237QAD2	80,000.00	AAA	NR	07/23/24	07/30/24	79,999.95	4.88	173.51	80,000.00	80,637.76
HART 2024-B A3 DTD 07/24/2024 4.840% 03/15/2029	44934QAD3	90,000.00	AAA	NR	07/16/24	07/24/24	89,986.42	4.84	193.60	89,988.36	90,631.71
HAROT 2024-3 A3 DTD 08/21/2024 4.570% 03/21/2029	43813YAC6	120,000.00	NR	Aaa	08/09/24	08/21/24	119,981.15	4.57	152.33	119,983.47	120,474.36
GMCAR 2024-3 A3 DTD 07/10/2024 5.130% 04/16/2029	38013KAD2	100,000.00	AAA	Aaa	07/02/24	07/10/24	99,984.61	5.13	213.75	99,986.89	101,119.90
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	90,000.00	AAA	NR	10/08/24	10/16/24	89,993.41	4.41	176.40	89,994.24	90,091.44
TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	50,000.00	AAA	Aaa	10/10/24	10/17/24	49,997.21	4.40	97.78	49,997.51	50,083.75
FORDO 2024-C A3 DTD 09/20/2024 4.070% 07/15/2029	34532UAD1	120,000.00	AAA	NR	09/17/24	09/20/24	119,999.18	4.07	217.07	119,999.53	119,404.08
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	80,000.00	AAA	NR	09/24/24	09/27/24	79,991.73	4.14	147.20	79,992.78	79,587.60
VALET 2024-1 A3 DTD 11/26/2024 4.630% 07/20/2029	92868RAD0	70,000.00	AAA	Aaa	11/19/24	11/26/24	69,993.41	4.63	99.03	69,994.00	70,398.09
TAOT 2025-A A3 DTD 01/29/2025 4.640% 08/15/2029	89240JAD3	125,000.00	NR	Aaa	01/22/25	01/29/25	124,994.99	4.64	257.78	124,995.56	125,936.00
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	70,000.00	AAA	Aaa	10/08/24	10/16/24	69,986.52	4.40	128.33	69,987.76	70,068.25
VALET 2025-1 A3 DTD 03/25/2025 4.500% 08/20/2029	92868MAD1	125,000.00	NR	Aaa	03/18/25	03/25/25	124,995.75	4.50	93.75	124,996.03	125,318.12
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	240,000.00	AAA	NR	09/17/24	09/24/24	239,953.15	3.92	418.13	239,957.88	238,363.44
HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1	195,000.00	AAA	NR	02/04/25	02/11/25	194,993.99	4.57	247.54	194,994.49	195,919.62

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
BMWOT 2025-A A3 DTD 02/12/2025 4.560% 09/25/2029	096924AD7	135,000.00	AAA	Aaa	02/04/25	02/12/25	134,986.70	4.56	102.60	134,987.43	135,579.29
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5	125,000.00	AAA	Aaa	10/17/24	10/24/24	124,981.43	4.29	238.33	124,983.02	124,906.88
HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	170,000.00	AAA	NR	03/04/25	03/12/25	169,974.92	4.32	387.60	169,975.52	169,728.00
GMCAR 2025-1 A3 DTD 01/15/2025 4.620% 12/17/2029	362955AD8	85,000.00	NR	Aaa	01/09/25	01/15/25	84,993.68	4.62	174.53	84,994.26	85,485.01
MBART 2025-1 A3 DTD 01/23/2025 4.780% 12/17/2029	58773DAD6	120,000.00	NR	Aaa	01/14/25	01/23/25	119,974.48	4.78	254.93	119,975.75	121,024.68
AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/17/2029	02582JKM1	260,000.00	AAA	NR	02/04/25	02/11/25	259,942.25	4.57	526.93	259,943.89	261,832.74
VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6	150,000.00	NR	Aaa	03/25/25	03/31/25	149,993.55	4.51	18.79	149,975.25	150,046.88
Security Type Sub-Total		5,148,861.24					5,148,245.78	4.61	9,573.97	5,148,376.80	5,164,868.30
Managed Account Sub-Total		27,233,949.47					27,080,989.99	4.50	226,419.66	27,143,246.08	27,301,621.35
Securities Sub-Total		\$27,233,949.47					\$27,080,989.99	4.50%	\$226,419.66	\$27,143,246.08	\$27,301,621.35
Accrued Interest											\$226,419.66
Total Investments											\$27,528,041.01

Managed Account Fair Market Value & Analytics

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Dated Date/Coupon/Maturity										
U.S. Treasury Bond / Note										
US TREASURY N/B	91282CHU8	300,000.00	TD Secur		100.49	301,476.60	5,519.57	3,402.01	1.32	4.00
DTD 08/15/2023 4.375% 08/15/2026										
US TREASURY N/B	91282CHU8	350,000.00	JPMorgan		100.49	351,722.70	4,853.56	3,191.39	1.32	4.00
DTD 08/15/2023 4.375% 08/15/2026										
US TREASURY N/B	91282CHU8	500,000.00	MorganSt		100.49	502,461.00	7,168.03	4,675.29	1.32	4.00
DTD 08/15/2023 4.375% 08/15/2026										
US TREASURY N/B	91282CHY0	600,000.00	BMO		100.91	605,461.20	9,679.95	7,617.71	1.40	3.97
DTD 09/15/2023 4.625% 09/15/2026										
US TREASURY N/B	91282CJC6	850,000.00	MorganSt		100.96	858,200.80	10,159.78	9,262.00	1.45	3.97
DTD 10/16/2023 4.625% 10/15/2026										
US TREASURY N/B	91282CLS8	250,000.00	MorganSt		100.22	250,556.75	722.77	689.56	1.50	3.98
DTD 10/31/2024 4.125% 10/31/2026										
US TREASURY N/B	91282CJK8	375,000.00	BMO		101.01	378,793.88	820.25	2,106.06	1.53	3.97
DTD 11/15/2023 4.625% 11/15/2026										
US TREASURY N/B	91282CJP7	650,000.00	MorganSt		100.67	654,367.35	254.07	1,917.11	1.62	3.96
DTD 12/15/2023 4.375% 12/15/2026										
US TREASURY N/B	91282CJT9	725,000.00	MorganSt		100.07	725,509.68	(28.41)	173.62	1.71	3.95
DTD 01/16/2024 4.000% 01/15/2027										
US TREASURY N/B	91282CKA8	225,000.00	RBC Capi		100.32	225,729.45	2,399.37	1,798.91	1.79	3.94
DTD 02/15/2024 4.125% 02/15/2027										
US TREASURY N/B	91282CKA8	750,000.00	MorganSt		100.32	752,431.50	6,035.02	4,787.42	1.79	3.94
DTD 02/15/2024 4.125% 02/15/2027										
US TREASURY N/B	91282CKE0	125,000.00	MorganSt		100.59	125,737.25	1,630.80	1,342.15	1.86	3.93
DTD 03/15/2024 4.250% 03/15/2027										
US TREASURY N/B	91282CKE0	325,000.00	Nomura		100.59	326,916.85	6,372.90	4,961.41	1.86	3.93
DTD 03/15/2024 4.250% 03/15/2027										
US TREASURY N/B	91282CKJ9	300,000.00	MorganSt		101.11	303,328.20	4,652.42	4,267.36	1.90	3.93
DTD 04/15/2024 4.500% 04/15/2027										
US TREASURY N/B	91282CKR1	100,000.00	WellsFar		101.14	101,144.50	1,171.84	1,164.91	1.98	3.93
DTD 05/15/2024 4.500% 05/15/2027										
US TREASURY N/B	91282CKR1	900,000.00	Nomura		101.14	910,300.50	10,652.06	10,558.00	1.98	3.93
DTD 05/15/2024 4.500% 05/15/2027										
US TREASURY N/B	91282CKV2	150,000.00	MorganSt		101.49	152,232.45	1,710.97	1,838.07	2.06	3.91
DTD 06/17/2024 4.625% 06/15/2027										

Managed Account Fair Market Value & Analytics

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note										
US TREASURY N/B DTD 06/17/2024 4.625% 06/15/2027	91282CKV2	275,000.00	JPMorgan		101.49	279,092.83	2,438.53	2,827.38	2.06	3.91
US TREASURY N/B DTD 06/17/2024 4.625% 06/15/2027	91282CKV2	300,000.00	MorganSt		101.49	304,464.90	2,636.77	3,069.40	2.06	3.91
US TREASURY N/B DTD 06/17/2024 4.625% 06/15/2027	91282CKV2	375,000.00	BOFAML		101.49	380,581.13	5,156.33	5,257.52	2.06	3.91
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	150,000.00	JPMorgan		100.98	151,470.75	(539.02)	(117.96)	2.15	3.92
US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	475,000.00	WellsFar		99.61	473,144.65	(3,636.60)	(3,309.72)	2.24	3.91
US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	850,000.00	CABRERA		99.61	846,679.90	(6,042.76)	(5,540.37)	2.24	3.91
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	475,000.00	MorganSt		98.75	469,062.50	(4,026.37)	(4,333.20)	2.33	3.90
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	500,000.00	JPMorgan		98.75	493,750.00	(3,906.25)	(4,282.23)	2.33	3.90
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLQ2	200,000.00	MorganSt		99.89	199,781.20	1,164.01	982.53	2.36	3.91
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	150,000.00	JPMorgan		100.51	150,767.55	744.11	746.52	2.43	3.91
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	300,000.00	MorganSt		100.51	301,535.10	1,371.04	1,387.46	2.43	3.91
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	650,000.00	JPMorgan		100.51	653,326.05	3,199.10	3,210.91	2.43	3.91
US TREASURY N/B DTD 12/16/2024 4.000% 12/15/2027	91282CMB4	525,000.00	Nomura		100.23	526,189.65	5,291.21	4,982.09	2.52	3.90
US TREASURY N/B DTD 01/15/2025 4.250% 01/15/2028	91282CMF5	525,000.00	JPMorgan		100.87	529,552.80	5,270.57	5,235.77	2.59	3.91
US TREASURY N/B DTD 02/18/2025 4.250% 02/15/2028	91282CMN8	200,000.00	MorganSt		100.91	201,828.20	234.45	272.74	2.68	3.90
Security Type Sub-Total		13,425,000.00				13,487,597.87	83,130.07	74,141.82	1.95	3.94
Federal Agency Commercial Mortgage-Backed Security										

Managed Account Fair Market Value & Analytics

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Dated Date/Coupon/Maturity										
Federal Agency Commercial Mortgage-Backed Security										
FHMS K051 A2	3137BM7C4	116,918.97	WellsFar		99.34	116,149.88	80.40	(637.70)	0.39	4.46
DTD 12/01/2015 3.308% 09/01/2025										
FHMS K054 A2	3137BNGT5	117,683.33	CantorFi		98.64	116,083.30	5,258.71	340.75	0.72	4.39
DTD 04/01/2016 2.745% 01/01/2026										
FNA 2016-M3 A2	3136ARTE8	121,836.95	MorganSt		98.46	119,955.43	5,009.88	(40.78)	0.82	4.38
DTD 03/01/2016 2.702% 02/01/2026										
FHMS K736 A2	3137FNWX4	112,592.20	INTL_FC		97.56	109,842.36	5,373.51	1,085.29	1.14	4.31
DTD 09/01/2019 2.282% 07/01/2026										
FHMS K057 A2	3137BROJ7	125,000.00	CantorFi		97.98	122,470.50	6,230.27	879.47	1.09	4.29
DTD 09/01/2016 2.570% 07/01/2026										
FHMS K057 A2	3137BROJ7	125,000.00	JPMorgan		97.98	122,470.50	3,613.08	20.05	1.09	4.29
DTD 09/01/2016 2.570% 07/01/2026										
FHMS K058 A2	3137BSP72	175,000.00	CantorFi		97.74	171,043.08	4,006.95	(634.25)	1.31	4.26
DTD 11/01/2016 2.653% 08/01/2026										
FHMS K059 A2	3137BSRE5	125,000.00	MorganSt		98.32	122,904.38	4,510.83	1,484.62	1.34	4.24
DTD 11/01/2016 3.120% 09/01/2026										
FHMS K061 A2	3137BTUM1	82,353.51	Citigrou		98.27	80,927.56	1,109.00	(231.85)	1.49	4.39
DTD 01/01/2017 3.347% 11/01/2026										
FHMS K063 A2	3137BVZ82	190,000.00	TD Secur		98.51	187,166.34	8,031.96	3,214.10	1.60	4.24
DTD 03/01/2017 3.430% 01/01/2027										
FNA 2024-M6 A2	3136BTGM9	200,000.00	WellsFar		97.34	194,688.20	1,688.20	955.26	1.99	4.21
DTD 11/01/2024 2.912% 07/01/2027										
FHMS K068 A2	3137FBBX3	125,000.00	WellsFar		97.80	122,249.63	3,001.58	1,680.99	2.20	4.17
DTD 10/01/2017 3.244% 08/01/2027										
FHMS K069 A2	3137FBU79	93,703.28	BOFAML		97.48	91,346.55	2,174.70	1,162.72	2.27	4.22
DTD 11/01/2017 3.187% 09/01/2027										
FHMS K739 A2	3137F64P9	225,000.00	IFP		93.93	211,353.30	3,623.81	1,322.32	2.12	4.21
DTD 11/01/2020 1.336% 09/01/2027										
FHMS K074 A2	3137F4D41	135,000.00	WellsFar		98.22	132,601.19	496.31	425.98	2.57	4.22
DTD 03/01/2018 3.600% 01/01/2028										
FHMS K075 A2	3137F4X72	140,000.00	MIZU		98.24	137,533.62	(21.85)	(67.20)	2.68	4.23
DTD 04/01/2018 3.650% 02/01/2028										
FHMS K076 A2	3137FEZU7	225,000.00	BMO		98.87	222,454.35	(67.13)	(116.82)	2.76	4.23
DTD 05/01/2018 3.900% 04/01/2028										

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Security Type Sub-Total		2,435,088.23				2,381,240.17	54,120.21	10,842.95	1.71	4.27
Corporate Note										
NATIONAL RURAL UTIL COOP DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	20,000.00	RBC Capi		99.73	19,946.94	(47.66)	(52.70)	0.20	4.75
NATIONAL RURAL UTIL COOP DTD 10/31/2022 5.450% 10/30/2025	63743HFF4	25,000.00	PNCBank		100.57	25,141.93	175.43	148.41	0.56	4.56
COOPERAT RABOBANK UA/NY DTD 01/09/2024 4.850% 01/09/2026	21688ABA9	390,000.00	JPMorgan		100.32	391,237.08	1,385.28	1,295.68	0.75	4.48
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	20,000.00	Scotiaca	02/13/26	100.02	20,003.30	17.50	7.66	0.87	4.39
AUST & NZ BANKING GRP NY DTD 03/18/2024 5.000% 03/18/2026	05253JB26	270,000.00	RBC Capi		100.67	271,821.15	1,821.15	1,821.15	0.93	4.31
WELLS FARGO & COMPANY DTD 04/22/2016 3.000% 04/22/2026	949746RW3	100,000.00	WellsFar		98.46	98,462.90	4,382.90	509.65	1.02	4.49
JPMORGAN CHASE & CO (CALLABLE) DTD 04/26/2022 4.080% 04/26/2026	46647PCZ7	100,000.00	JPMorgan	04/26/25	99.92	99,920.10	(79.90)	(79.90)	0.07	5.67
CHARLES SCHWAB CORP (CALLABLE) DTD 05/13/2021 1.150% 05/13/2026	808513BR5	100,000.00	Citigrou	04/13/26	96.53	96,532.00	2,865.00	566.86	1.08	4.37
CATERPILLAR FINL SERVICE DTD 05/15/2023 4.350% 05/15/2026	14913UAA8	75,000.00	SGSA		100.15	75,110.25	145.50	123.44	1.07	4.23
JOHN DEERE CAPITAL CORP DTD 06/08/2023 4.750% 06/08/2026	24422EWX3	65,000.00	JPMorgan		100.59	65,383.83	421.53	398.74	1.13	4.23
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	55,000.00	MIZU		100.88	55,484.39	552.04	512.95	1.20	4.48
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	80,000.00	Suntrust	07/28/25	99.80	79,836.24	(163.76)	(163.76)	0.33	5.59
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/07/2026	89236TMJ1	30,000.00	MIZU		100.30	30,088.53	107.13	101.26	1.30	4.31
HOME DEPOT INC (CALLABLE) DTD 12/04/2023 4.950% 09/30/2026	437076CV2	55,000.00	JPMorgan	08/30/26	101.02	55,561.06	681.51	626.97	1.37	4.23
TRUIST FINANCIAL CORP (CALLABLE) DTD 10/28/2022 5.900% 10/28/2026	89788MAJ1	85,000.00	Suntrust	10/28/25	100.64	85,547.57	547.57	547.57	0.55	5.54
STATE STREET CORP (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	25,000.00	Deutsche	11/04/25	100.66	25,165.90	165.90	165.90	0.57	5.30

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	100,000.00	Suntrust	10/04/26	95.78	95,781.40	3,745.40	1,232.02	1.53	4.40
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 11/02/2023 5.600% 11/13/2026	63743HFK3	40,000.00	MIZU	10/13/26	101.82	40,728.32	742.32	736.06	1.44	4.42
TOYOTA MOTOR CREDIT CORP DTD 11/20/2023 5.400% 11/20/2026	89236TLD5	100,000.00	BNPPSA		101.73	101,732.00	1,822.00	1,782.81	1.53	4.30
PACCAR FINANCIAL CORP DTD 11/25/2024 4.500% 11/25/2026	69371RT55	35,000.00	MUFG		100.51	35,179.72	209.47	204.42	1.55	4.19
WELLS FARGO BANK NA (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	290,000.00	WellsFar	11/09/26	101.37	293,981.70	3,981.70	3,981.70	1.53	4.42
CATERPILLAR FINL SERVICE DTD 01/08/2024 4.500% 01/08/2027	14913UAE0	95,000.00	JPMorgan		100.53	95,505.50	608.10	567.61	1.67	4.19
PNC FINANCIAL SERVICES (CALLABLE) DTD 01/24/2023 4.758% 01/26/2027	693475BL8	15,000.00	PNCBank	01/26/26	100.02	15,003.21	3.21	3.21	0.79	3.40
TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	115,000.00	BOFAML	01/08/27	100.82	115,940.70	1,014.30	987.13	1.71	4.13
ELI LILLY & CO (CALLABLE) DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	130,000.00	Deutsche	01/09/27	100.63	130,818.61	887.51	862.08	1.71	4.13
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 02/22/2024 4.900% 02/22/2027	110122EE4	40,000.00	Citigrou	01/22/27	101.23	40,490.84	534.04	518.74	1.73	4.21
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	17275RBO4	160,000.00	Deutsche	01/26/27	101.17	161,870.24	2,078.24	2,005.31	1.75	4.16
CHEVRON USA INC DTD 02/26/2025 4.405% 02/26/2027	166756AZ9	175,000.00	BOFAML		100.61	176,073.63	1,073.63	1,073.63	1.81	4.09
JOHN DEERE CAPITAL CORP DTD 03/07/2024 4.850% 03/05/2027	24422EXM6	110,000.00	Barclays		101.20	111,314.50	1,416.80	1,381.90	1.82	4.23
AMERICAN HONDA FINANCE DTD 03/13/2024 4.900% 03/12/2027	02665WFD8	80,000.00	TD Secur		100.74	80,595.36	639.36	624.57	1.83	4.50
STATE STREET CORP (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5	70,000.00	MorganSt	02/18/27	101.26	70,885.43	885.43	885.43	1.81	4.33
HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	WellsFar	02/28/27	100.89	55,490.99	544.34	522.95	1.84	4.36
HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	WellsFar	02/28/27	100.89	55,490.99	544.34	522.95	1.84	4.36

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	80,000.00	BOFAML	03/04/27	101.32	81,053.28	1,093.28	1,080.67	1.80	4.15
UNITEDHEALTH GROUP INC (CALLABLE) DTD 03/21/2024 4.600% 04/15/2027	91324PEY4	195,000.00	BOFAML	03/15/27	100.63	196,226.16	2,585.31	2,151.55	1.85	4.27
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	75,000.00	RBC Capi	04/27/26	101.40	76,053.60	1,100.10	1,086.89	1.88	4.41
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	80,000.00	GoldmanS	05/21/26	100.93	80,740.16	740.16	740.16	1.08	4.83
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027	437076DB5	40,000.00	MorganSt	05/25/27	101.37	40,546.08	678.48	646.36	2.02	4.22
BLACKROCK FUNDING INC (CALLABLE) DTD 07/26/2024 4.600% 07/26/2027	09290DAH4	130,000.00	BOFAML	06/26/27	100.75	130,977.21	981.11	980.04	2.12	4.26
HONEYWELL INTERNATIONAL (CALLABLE) DTD 08/01/2024 4.650% 07/30/2027	438516CX2	130,000.00	Deutsche	06/30/27	100.64	130,835.64	839.54	838.48	2.13	4.35
PACCAR FINANCIAL CORP DTD 08/06/2024 4.450% 08/06/2027	69371RT30	70,000.00	MUFG		100.55	70,386.33	479.43	460.05	2.19	4.20
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904764BU0	100,000.00	JPMorgan	07/12/27	100.13	100,129.60	260.60	234.14	2.18	4.18
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	35,000.00	JPMorgan	09/04/27	99.30	34,755.07	(199.78)	(206.84)	2.29	4.19
TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89236TMS1	35,000.00	Citigrou		99.95	34,983.73	(2.62)	(4.70)	2.32	4.37
AMERICAN HONDA FINANCE DTD 10/23/2024 4.450% 10/22/2027	02665WFT3	65,000.00	JPMorgan		99.91	64,944.30	(10.85)	(17.15)	2.35	4.48
JPMORGAN CHASE & CO (CALLABLE) DTD 10/23/2023 6.070% 10/22/2027	46647PDW3	120,000.00	JPMorgan	10/22/26	102.33	122,801.64	2,801.64	2,801.64	1.44	4.97
BP CAP MARKETS AMERICA (CALLABLE) DTD 05/17/2024 5.017% 11/17/2027	10373QBY5	140,000.00	Deutsche	10/17/27	101.58	142,212.84	2,212.84	2,212.84	2.35	4.39
MASTERCARD INC (CALLABLE) DTD 09/05/2024 4.100% 01/15/2028	57636OBA1	60,000.00	BOFAML	12/15/27	99.74	59,843.28	(123.72)	(129.18)	2.55	4.18
ADOBE INC (CALLABLE) DTD 01/17/2025 4.750% 01/17/2028	00724PAH2	120,000.00	JPMorgan	12/17/27	101.40	121,677.12	1,740.72	1,736.40	2.53	4.21
COOPERAT RABOBANK UA/NY DTD 01/21/2025 4.883% 01/21/2028	21688ABK7	275,000.00	BOFAML		101.42	278,899.23	3,899.23	3,899.23	2.58	4.32

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CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
PEPSICO INC (CALLABLE) DTD 02/07/2025 4.450% 02/07/2028	713448GA0	200,000.00	MorganSt	01/07/28	100.56	201,119.20	1,203.20	1,199.15	2.60	4.23
CISCO SYSTEMS INC (CALLABLE) DTD 02/24/2025 4.550% 02/24/2028	17275RBW1	50,000.00	GoldmanS	01/24/28	100.78	50,391.60	445.60	443.79	2.64	4.25
HERSHEY COMPANY (CALLABLE) DTD 02/24/2025 4.550% 02/24/2028	427866BK3	55,000.00	RBC Capi	01/24/28	100.87	55,477.73	515.68	514.34	2.64	4.20
JOHNSON & JOHNSON (CALLABLE) DTD 02/20/2025 4.550% 03/01/2028	478160DH4	40,000.00	JPMorgan	02/01/28	101.04	40,414.08	437.28	436.44	2.65	4.16
MASTERCARD INC (CALLABLE) DTD 02/27/2025 4.550% 03/15/2028	57636QBF0	70,000.00	Deutsche	02/15/28	100.68	70,474.60	527.80	526.08	2.69	4.28
ADVANCED MICRO DEVICES (CALLABLE) DTD 03/24/2025 4.319% 03/24/2028	007903BJ5	100,000.00	JPMorgan	02/24/28	100.49	100,486.40	486.40	486.40	2.73	4.13
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	100,000.00	JPMorgan	04/22/27	101.96	101,962.10	1,962.10	1,962.10	1.89	4.80
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	20,000.00	MorganSt	07/26/27	101.22	20,243.90	243.90	243.90	2.16	4.73
BANK OF AMERICA CORP (CALLABLE) DTD 01/24/2025 4.979% 01/24/2029	06051GMK2	230,000.00	BOFAML	01/24/28	100.95	232,183.62	2,183.62	2,183.62	2.59	4.74
Security Type Sub-Total		5,775,000.00				5,811,944.81	60,788.36	50,928.80	1.72	4.41
Certificate of Deposit										
NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	250,000.00	WellsFar		100.75	251,886.00	1,886.00	1,886.00	0.57	4.24
NATIXIS NY BRANCH DTD 09/20/2023 5.610% 09/18/2026	63873OP65	200,000.00	WellsFar		102.04	204,084.20	4,084.20	4,084.20	1.38	4.10
Security Type Sub-Total		450,000.00				455,970.20	5,970.20	5,970.20	0.93	4.18
Asset-Backed Security										
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	4,302.46	RBC Capi		99.71	4,290.01	(12.36)	(12.43)	0.08	4.72
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	5,985.42	RBC Capi		99.70	5,967.31	(17.12)	(17.86)	0.08	4.53

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Asset-Backed Security										
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	1,299.19	WellsFar		99.81	1,296.78	(2.36)	(2.40)	0.06	4.52
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	14,042.53	RBC Capi		99.68	13,997.62	(44.18)	(44.67)	0.25	4.49
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	8,008.10	JPMorgan		99.45	7,963.75	(44.19)	(44.30)	0.14	4.60
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	6,187.21	JPMorgan		99.47	6,154.69	(32.36)	(32.47)	0.13	4.76
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	6,620.83	WellsFar		99.66	6,598.27	(21.66)	(22.28)	0.10	4.72
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	34,645.19	Barclays		99.69	34,536.37	(102.11)	(106.39)	0.24	4.63
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	8,079.03	BNPPSA		99.47	8,036.48	(41.85)	(42.31)	0.16	4.50
HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2	26,679.02	Barclays		99.76	26,614.45	(64.56)	(64.56)	0.28	4.57
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	25,096.43	WellsFar		99.63	25,003.65	(88.60)	(91.15)	0.24	4.63
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	29,281.92	BOFAML		99.64	29,177.91	(99.56)	(102.27)	0.33	4.57
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	27,653.01	Citigrou		99.58	27,536.17	(112.21)	(114.81)	0.51	4.61
COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043QAC6	30,142.27	WellsFar		99.38	29,955.00	(180.69)	(184.56)	0.44	4.59
HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	58,160.45	BOFAML		99.96	58,139.28	(15.49)	(18.28)	0.51	4.67
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	65,466.68	RBC Capi		99.74	65,296.07	(169.06)	(169.94)	0.46	4.55
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	34,317.52	BOFAML		99.68	34,207.81	(109.47)	(109.61)	0.35	4.56
COPAR 2022-2 A3 DTD 08/10/2022 3.660% 05/17/2027	14043GAD6	39,941.12	JPMorgan		99.53	39,753.67	(184.59)	(186.17)	0.52	4.57
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	71,661.27	WellsFar		99.94	71,615.48	(30.96)	(38.98)	0.55	4.59

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Asset-Backed Security										
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	104,219.94	JPMorgan		100.06	104,279.55	60.91	60.21	0.43	4.64
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	91,535.60	Barclays		100.41	91,915.29	401.15	390.33	0.57	4.63
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	109,178.63	SMBC		100.29	109,495.58	338.54	327.78	0.55	4.71
GMCAR 2022-4 A3 DTD 10/12/2022 4.820% 08/16/2027	36265QAD8	132,129.08	RBC Capi		100.04	132,186.29	78.87	67.83	0.47	4.74
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	63,071.00	BOFAML		100.05	63,101.15	30.18	30.16	0.68	4.58
MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	35,763.86	SUMITR		99.97	35,754.14	(5.43)	(7.38)	0.62	4.57
NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	140,073.59	MIZU		100.19	140,335.11	286.27	275.78	0.63	4.64
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	65,051.57	JPMorgan		100.28	65,231.12	186.10	183.23	0.65	4.65
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8	100,000.00	RBC Capi		100.10	100,103.50	109.09	106.90	0.84	4.61
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	62,791.10	BOFAML		99.95	62,758.33	(31.05)	(31.75)	0.69	4.57
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	42,477.24	TD Secur		100.66	42,756.35	286.64	283.85	0.73	4.61
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	70,000.00	BOFAML		100.45	70,312.06	327.91	322.13	1.07	4.41
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	75,000.00	Citigrou		100.77	75,575.33	576.34	575.98	0.95	4.55
ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	90,000.00	BOFAML		100.78	90,699.39	714.73	709.32	0.86	4.59
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	100,000.00	RBC Capi		100.55	100,549.40	558.27	555.03	1.07	4.39
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	175,000.00	JPMorgan		100.88	176,535.80	1,546.65	1,543.15	0.90	4.57
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	100,000.00	JPMorgan		101.12	101,118.70	1,146.42	1,138.60	1.38	4.39

Managed Account Fair Market Value & Analytics

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Asset-Backed Security										
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	70,000.00	BOFAML		101.10	70,766.99	776.39	773.94	1.53	4.31
NAROT 2024-A A3 DTD 05/22/2024 5.280% 12/15/2028	65479UAD0	200,000.00	MIZU		101.20	202,396.80	2,415.48	2,412.25	1.28	4.39
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	225,000.00	JPMorgan		100.54	226,219.05	1,253.32	1,245.62	1.69	4.32
TAOT 2024-C A3 DTD 07/30/2024 4.880% 03/15/2029	89237QAD2	80,000.00	MUFG		100.80	80,637.76	637.81	637.76	1.55	4.40
HART 2024-B A3 DTD 07/24/2024 4.840% 03/15/2029	44934OAD3	90,000.00	Citigrou		100.70	90,631.71	645.29	643.35	1.77	4.48
HAROT 2024-3 A3 DTD 08/21/2024 4.570% 03/21/2029	43813YAC6	120,000.00	JPMorgan		100.40	120,474.36	493.21	490.89	1.63	4.36
GMCAR 2024-3 A3 DTD 07/10/2024 5.130% 04/16/2029	38013KAD2	100,000.00	RBC Capi		101.12	101,119.90	1,135.29	1,133.01	1.47	4.41
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	90,000.00	Barclays		100.10	90,091.44	98.03	97.20	1.88	4.39
TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	50,000.00	MIZU		100.17	50,083.75	86.54	86.24	1.75	4.34
FORDO 2024-C A3 DTD 09/20/2024 4.070% 07/15/2029	34532UAD1	120,000.00	Citigrou		99.50	119,404.08	(595.10)	(595.45)	1.95	4.35
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	80,000.00	BOFAML		99.48	79,587.60	(404.13)	(405.18)	1.52	4.50
VALET 2024-1 A3 DTD 11/26/2024 4.630% 07/20/2029	92868RAD0	70,000.00	WellsFar		100.57	70,398.09	404.68	404.09	2.09	4.39
TAOT 2025-A A3 DTD 01/29/2025 4.640% 08/15/2029	89240JAD3	125,000.00	TD Secur		100.75	125,936.00	941.01	940.44	2.09	4.32
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	70,000.00	MIZU		100.10	70,068.25	81.73	80.49	1.90	4.38
VALET 2025-1 A3 DTD 03/25/2025 4.500% 08/20/2029	92868MAD1	125,000.00	Barclays		100.25	125,318.12	322.37	322.09	2.18	4.42
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	240,000.00	BOFAML		99.32	238,363.44	(1,589.71)	(1,594.44)	2.30	4.24
HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1	195,000.00	MUFG		100.47	195,919.62	925.63	925.13	2.09	4.32

Managed Account Fair Market Value & Analytics

For the Month Ending March 31, 2025

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Asset-Backed Security										
BMWOT 2025-A A3 DTD 02/12/2025 4.560% 09/25/2029	096924AD7	135,000.00	WellsFar		100.43	135,579.29	592.59	591.86	2.02	4.41
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5	125,000.00	WellsFar		99.93	124,906.88	(74.55)	(76.14)	2.37	4.33
HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	170,000.00	Barclays		99.84	169,728.00	(246.92)	(247.52)	2.07	4.44
GMCAR 2025-1 A3 DTD 01/15/2025 4.620% 12/17/2029	362955AD8	85,000.00	CRAG		100.57	85,485.01	491.33	490.75	2.11	4.39
MBART 2025-1 A3 DTD 01/23/2025 4.780% 12/17/2029	58773DAD6	120,000.00	SGAS		100.85	121,024.68	1,050.20	1,048.93	2.18	4.40
AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/17/2029	02582JKM1	260,000.00	WellsFar		100.70	261,832.74	1,890.49	1,888.85	2.50	4.31
VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6	150,000.00	BOFAML		100.03	150,046.88	53.33	71.63	2.36	4.57
Security Type Sub-Total		5,148,861.24				5,164,868.30	16,622.52	16,491.50	1.46	4.46
Managed Account Sub-Total		27,233,949.47				27,301,621.35	220,631.36	158,375.27	1.77	4.17
Securities Sub-Total		\$27,233,949.47				\$27,301,621.35	\$220,631.36	\$158,375.27	1.77	4.17%
Accrued Interest						\$226,419.66				
Total Investments						\$27,528,041.01				

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
BUY										
02/27/25	03/04/25	FHMS K074 A2 DTD 03/01/2018 3.600% 01/01/2028	3137F4D41	135,000.00	(132,104.88)	(40.50)	(132,145.38)			
03/03/25	03/05/25	US TREASURY N/B DTD 02/18/2025 4.250% 02/15/2028	91282CMN8	200,000.00	(201,593.75)	(422.65)	(202,016.40)			
03/04/25	03/07/25	FHMS K076 A2 DTD 05/01/2018 3.900% 04/01/2028	3137FEZU7	225,000.00	(222,521.48)	(146.25)	(222,667.73)			
03/04/25	03/12/25	HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	170,000.00	(169,974.92)	0.00	(169,974.92)			
03/05/25	03/10/25	FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72	140,000.00	(137,555.47)	(127.75)	(137,683.22)			
03/10/25	03/24/25	ADVANCED MICRO DEVICES (CALLABLE) DTD 03/24/2025 4.319% 03/24/2028	007903BJ5	100,000.00	(100,000.00)	0.00	(100,000.00)			
03/18/25	03/25/25	VALET 2025-1 A3 DTD 03/25/2025 4.500% 08/20/2029	92868MAD1	125,000.00	(124,995.75)	0.00	(124,995.75)			
03/25/25	03/31/25	VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6	150,000.00	(149,993.55)	0.00	(149,993.55)			
Transaction Type Sub-Total				1,245,000.00	(1,238,739.80)	(737.15)	(1,239,476.95)			
CALL										
03/30/25	03/30/25	STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	125,000.00	125,000.00	0.00	125,000.00	(2,516.25)	0.00	
03/30/25	03/30/25	STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	75,000.00	75,000.00	0.00	75,000.00	(2,286.75)	0.00	
Transaction Type Sub-Total				200,000.00	200,000.00	0.00	200,000.00	(4,803.00)	0.00	
INTEREST										
03/01/25	03/25/25	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3		0.00	337.92	337.92			
03/01/25	03/25/25	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82		0.00	543.08	543.08			
03/01/25	03/25/25	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79		0.00	249.35	249.35			

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
03/01/25	03/25/25	FHMS K051 A2 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4		0.00	327.48	327.48			
03/01/25	03/25/25	FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72		0.00	386.90	386.90			
03/01/25	03/25/25	FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8		0.00	274.86	274.86			
03/01/25	03/25/25	FNA 2024-M6 A2 DTD 11/01/2024 2.912% 07/01/2027	3136BTGM9		0.00	485.40	485.40			
03/01/25	03/25/25	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1		0.00	230.24	230.24			
03/01/25	03/25/25	FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9		0.00	250.50	250.50			
03/01/25	03/25/25	FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BROJ7		0.00	535.42	535.42			
03/01/25	03/25/25	FHMS K059 A2 DTD 11/01/2016 3.120% 09/01/2026	3137BSRE5		0.00	325.00	325.00			
03/01/25	03/25/25	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4		0.00	236.24	236.24			
03/01/25	03/25/25	FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5		0.00	269.81	269.81			
03/03/25	03/03/25	MONEY MARKET FUND DTD 01/01/2010 0.000% --	MONEY0002		0.00	605.61	605.61			
03/05/25	03/05/25	JOHN DEERE CAPITAL CORP DTD 03/07/2024 4.850% 03/05/2027	24422EXM6		0.00	2,667.50	2,667.50			
03/12/25	03/12/25	AMERICAN HONDA FINANCE DTD 03/13/2024 4.900% 03/12/2027	02665WFD8		0.00	1,960.00	1,960.00			
03/13/25	03/13/25	NATIONAL RURAL UTIL COOP (CALLABLE) DTD 02/09/2023 4.450% 03/13/2026	63743HFH0		0.00	445.00	445.00			
03/15/25	03/15/25	AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/17/2029	02582JKM1		0.00	1,119.73	1,119.73			
03/15/25	03/15/25	US TREASURY N/B DTD 09/15/2023 4.625% 09/15/2026	91282CHY0		0.00	13,875.00	13,875.00			

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	
INTEREST										
03/15/25	03/15/25	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2		0.00	276.00	276.00			
03/15/25	03/15/25	AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4		0.00	405.83	405.83			
03/15/25	03/15/25	HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6		0.00	242.31	242.31			
03/15/25	03/15/25	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3		0.00	457.03	457.03			
03/15/25	03/15/25	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5		0.00	96.30	96.30			
03/15/25	03/15/25	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2		0.00	409.50	409.50			
03/15/25	03/15/25	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4		0.00	286.96	286.96			
03/15/25	03/15/25	COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043OAC6		0.00	88.12	88.12			
03/15/25	03/15/25	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3		0.00	614.69	614.69			
03/15/25	03/15/25	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4		0.00	326.88	326.88			
03/15/25	03/15/25	GMCAR 2025-1 A3 DTD 01/15/2025 4.620% 12/17/2029	362955AD8		0.00	327.25	327.25			
03/15/25	03/15/25	WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970OAE5		0.00	446.88	446.88			
03/15/25	03/15/25	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6		0.00	0.77	0.77			
03/15/25	03/15/25	COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5		0.00	784.00	784.00			
03/15/25	03/15/25	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0		0.00	279.42	279.42			
03/15/25	03/15/25	HART 2024-B A3 DTD 07/24/2024 4.840% 03/15/2029	44934QAD3		0.00	363.00	363.00			
03/15/25	03/15/25	MBART 2025-1 A3 DTD 01/23/2025 4.780% 12/17/2029	58773DAD6		0.00	478.00	478.00			

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
03/15/25	03/15/25	COPAR 2022-2 A3 DTD 08/10/2022 3.660% 05/17/2027	14043GAD6		0.00	133.11	133.11			
03/15/25	03/15/25	TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2		0.00	259.36	259.36			
03/15/25	03/15/25	HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2		0.00	330.75	330.75			
03/15/25	03/15/25	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6		0.00	6.73	6.73			
03/15/25	03/15/25	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6		0.00	6.54	6.54			
03/15/25	03/15/25	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0		0.00	293.90	293.90			
03/15/25	03/15/25	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3		0.00	16,453.13	16,453.13			
03/15/25	03/15/25	NAROT 2024-A A3 DTD 05/22/2024 5.280% 12/15/2028	65479UAD0		0.00	880.00	880.00			
03/15/25	03/15/25	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1		0.00	238.35	238.35			
03/15/25	03/15/25	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0		0.00	112.54	112.54			
03/15/25	03/15/25	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8		0.00	514.57	514.57			
03/15/25	03/15/25	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9		0.00	862.50	862.50			
03/15/25	03/15/25	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4		0.00	4.37	4.37			
03/15/25	03/15/25	BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8		0.00	290.50	290.50			
03/15/25	03/15/25	TAOT 2024-C A3 DTD 07/30/2024 4.880% 03/15/2029	89237OAD2		0.00	325.33	325.33			
03/15/25	03/15/25	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3		0.00	439.88	439.88			
03/15/25	03/15/25	TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9		0.00	4.12	4.12			

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	
INTEREST										
03/15/25	03/15/25	FORDO 2024-C A3 DTD 09/20/2024 4.070% 07/15/2029	34532UAD1		0.00	407.00	407.00			
03/15/25	03/15/25	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3		0.00	806.46	806.46			
03/15/25	03/15/25	MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7		0.00	144.56	144.56			
03/15/25	03/15/25	TAOT 2025-A A3 DTD 01/29/2025 4.640% 08/15/2029	89240JAD3		0.00	483.33	483.33			
03/15/25	03/15/25	TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4		0.00	183.33	183.33			
03/15/25	03/15/25	HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2		0.00	95.54	95.54			
03/15/25	03/15/25	TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8		0.00	392.50	392.50			
03/15/25	03/15/25	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8		0.00	76.39	76.39			
03/15/25	03/15/25	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9		0.00	94.44	94.44			
03/15/25	03/15/25	US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0		0.00	9,562.50	9,562.50			
03/15/25	03/15/25	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4		0.00	430.00	430.00			
03/16/25	03/16/25	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1		0.00	4.69	4.69			
03/16/25	03/16/25	GMCAR 2024-3 A3 DTD 07/10/2024 5.130% 04/16/2029	38013KAD2		0.00	427.50	427.50			
03/16/25	03/16/25	GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8		0.00	246.89	246.89			
03/16/25	03/16/25	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5		0.00	116.47	116.47			
03/16/25	03/16/25	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4		0.00	10.76	10.76			
03/16/25	03/16/25	GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3		0.00	256.67	256.67			

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
03/16/25	03/16/25	GMCAR 2022-4 A3 DTD 10/12/2022 4.820% 08/16/2027	36265QAD8		0.00	580.70	580.70			
03/18/25	03/18/25	STATE STREET CORP (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5		0.00	1,747.55	1,747.55			
03/18/25	03/18/25	AUST & NZ BANKING GRP NY DTD 03/18/2024 5.000% 03/18/2026	05253JB26		0.00	6,750.00	6,750.00			
03/20/25	03/20/25	VALET 2024-1 A3 DTD 11/26/2024 4.630% 07/20/2029	92868RAD0		0.00	270.08	270.08			
03/20/25	03/20/25	VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7		0.00	3.97	3.97			
03/21/25	03/21/25	HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1		0.00	990.17	990.17			
03/21/25	03/21/25	HAROT 2024-3 A3 DTD 08/21/2024 4.570% 03/21/2029	43813YAC6		0.00	457.00	457.00			
03/25/25	03/25/25	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3		0.00	44.96	44.96			
03/25/25	03/25/25	BMWOT 2025-A A3 DTD 02/12/2025 4.560% 09/25/2029	096924AD7		0.00	735.30	735.30			
03/25/25	03/25/25	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2		0.00	205.13	205.13			
03/30/25	03/30/25	STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4		0.00	2,901.00	2,901.00			
03/30/25	03/30/25	HOME DEPOT INC (CALLABLE) DTD 12/04/2023 4.950% 09/30/2026	437076CV2		0.00	1,361.25	1,361.25			
03/31/25	03/31/25	HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6		0.00	2,640.00	2,640.00			
Transaction Type Sub-Total					0.00	84,589.80	84,589.80			
PAYDOWNS										
03/01/25	03/25/25	FHMS K051 A2 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	1,876.15	1,876.15	0.00	1,876.15	13.63	2.47	
03/01/25	03/25/25	FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	265.62	265.62	0.00	265.62	15.48	4.83	

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
03/01/25	03/25/25	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	184.15	184.15	0.00	184.15	8.90	7.13	
03/01/25	03/25/25	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	11,637.28	11,637.28	0.00	11,637.28	839.61	421.48	
03/01/25	03/25/25	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	194.97	194.97	0.00	194.97	6.00	2.97	
03/01/25	03/25/25	FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	231.84	231.84	0.00	231.84	13.12	3.83	
03/15/25	03/15/25	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	10,156.26	10,156.26	0.00	10,156.26	1.79	1.05	
03/15/25	03/15/25	COPAR 2022-2 A3 DTD 08/10/2022 3.660% 05/17/2027	14043GAD6	3,701.73	3,701.73	0.00	3,701.73	0.26	0.12	
03/15/25	03/15/25	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	6,578.10	6,578.10	0.00	6,578.10	0.15	0.07	
03/15/25	03/15/25	TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	2,655.40	2,655.40	0.00	2,655.40	0.05	0.01	
03/15/25	03/15/25	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	7,313.41	7,313.41	0.00	7,313.41	1.72	0.87	
03/15/25	03/15/25	HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	5,327.57	5,327.57	0.00	5,327.57	0.52	0.27	
03/15/25	03/15/25	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	1,252.32	1,252.32	0.00	1,252.32	0.28	0.07	
03/15/25	03/15/25	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	10,998.86	10,998.86	0.00	10,998.86	0.14	0.07	
03/15/25	03/15/25	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	9,339.94	9,339.94	0.00	9,339.94	1.85	0.95	
03/15/25	03/15/25	COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043QAC6	3,214.57	3,214.57	0.00	3,214.57	0.70	0.29	
03/15/25	03/15/25	MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	2,698.88	2,698.88	0.00	2,698.88	0.32	0.18	
03/15/25	03/15/25	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	3,544.51	3,544.51	0.00	3,544.51	0.59	0.15	
03/15/25	03/15/25	HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2	4,139.45	4,139.45	0.00	4,139.45	0.01	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
03/15/25	03/15/25	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	4,858.93	4,858.93	0.00	4,858.93	0.81	0.33	
03/15/25	03/15/25	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	5,547.19	5,547.19	0.00	5,547.19	1.14	0.53	
03/15/25	03/15/25	TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	4,149.40	4,149.40	0.00	4,149.40	0.01	0.01	
03/15/25	03/15/25	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	2,486.94	2,486.94	0.00	2,486.94	0.41	0.18	
03/15/25	03/15/25	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	4,786.82	4,786.82	0.00	4,786.82	0.48	0.28	
03/15/25	03/15/25	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	3,830.28	3,830.28	0.00	3,830.28	0.59	0.24	
03/15/25	03/15/25	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	2,477.00	2,477.00	0.00	2,477.00	0.05	0.01	
03/15/25	03/15/25	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	3,066.05	3,066.05	0.00	3,066.05	0.42	0.13	
03/15/25	03/15/25	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	6,155.43	6,155.43	0.00	6,155.43	1.19	0.44	
03/16/25	03/16/25	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	2,095.56	2,095.56	0.00	2,095.56	0.06	0.02	
03/16/25	03/16/25	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	2,172.18	2,172.18	0.00	2,172.18	0.19	0.07	
03/16/25	03/16/25	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	4,079.47	4,079.47	0.00	4,079.47	0.03	0.02	
03/16/25	03/16/25	GMCAR 2022-4 A3 DTD 10/12/2022 4.820% 08/16/2027	36265OAD8	12,443.02	12,443.02	0.00	12,443.02	2.04	1.02	
03/16/25	03/16/25	GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	3,489.00	3,489.00	0.00	3,489.00	0.10	0.06	
03/20/25	03/20/25	VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	3,372.13	3,372.13	0.00	3,372.13	0.13	0.04	
03/25/25	03/25/25	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	2,765.21	2,765.21	0.00	2,765.21	0.15	0.05	
03/25/25	03/25/25	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	2,522.76	2,522.76	0.00	2,522.76	0.44	0.28	

Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2025**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
Transaction Type Sub-Total				155,608.38	155,608.38	0.00	155,608.38	913.36	450.52	
SELL										
02/27/25	03/04/25	US TREASURY N/B DTD 01/15/2025 4.250% 01/15/2028	91282CMF5	125,000.00	125,566.41	704.42	126,270.83	737.31	733.28	FIFO
03/03/25	03/05/25	IBM CORP DTD 07/27/2022 4.000% 07/27/2025	459200KS9	180,000.00	179,602.20	760.00	180,362.20	(397.80)	(397.80)	FIFO
03/04/25	03/05/25	GENERAL DYNAMICS CORP (CALLABLE) DTD 05/10/2021 1.150% 06/01/2026	369550BN7	175,000.00	168,668.50	525.49	169,193.99	11,625.25	2,289.29	FIFO
03/04/25	03/07/25	US TREASURY N/B DTD 07/17/2023 4.500% 07/15/2026	91282CHM6	100,000.00	100,585.94	633.98	101,219.92	(285.15)	(48.27)	FIFO
03/04/25	03/07/25	US TREASURY N/B DTD 07/17/2023 4.500% 07/15/2026	91282CHM6	125,000.00	125,732.42	792.47	126,524.89	1,674.80	1,344.09	FIFO
03/05/25	03/10/25	US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	125,000.00	125,673.83	347.46	126,021.29	1,791.99	1,221.40	FIFO
03/18/25	03/19/25	US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	25,000.00	25,090.82	96.69	25,187.51	314.45	198.45	FIFO
Transaction Type Sub-Total				855,000.00	850,920.12	3,860.51	854,780.63	15,460.85	5,340.44	
Managed Account Sub-Total					(32,211.30)	87,713.16	55,501.86	11,571.21	5,790.96	
Total Security Transactions					(\$32,211.30)	\$87,713.16	\$55,501.86	\$11,571.21	\$5,790.96	

City of La Palma

Agenda Item No. 9



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Third Quarter Operating Report, Fiscal Year 2024-25

RECOMMENDED ACTION:

It is recommended that the City Council receive and file the report.

BACKGROUND:

Staff is presenting a report to the Council and the public on the state of the City's finances. This report provides the following information:

1. A snapshot of the City's spendable fund balances at March 31, 2025, and the fiscal year-to-date change in spendable fund balances.
2. A review of the General Fund's revenue and expenditures through the third quarter of the fiscal year (75% of the year as of March 31, 2025).

For the quarterly report, no quarter-end accruals are recorded. Except at fiscal year-end when accruals are recorded in accordance with accounting standards, revenue is essentially reported when cash is received and expenditures are essentially reported when cash payments are made. Many revenue and expenditure transactions do not occur at uniform times or at equal intervals throughout the year. Consequently, although transactions through the third quarter represent 75% of the fiscal year, not all line items will be at 75% of the budget as of the end of the quarter.

Making sense of the information presented herein requires consideration of the cash flow factors of major revenues and expenditures. For instance, while expenditure outflows for normal operations tend to be relatively even, the cash flow timing of capital expenditures and major revenues such as property taxes are not distributed as evenly.

SUMMARY:

The intent of this financial summary is to provide an understanding of the changes in spendable fund balance. Spendable fund balance is calculated as cash, investments, and other current assets, less

current liabilities. Attached for review are the following summary schedules through the end of the quarter:

- Schedule of General Fund Revenues by Type
- Schedule of General Fund Expenditures by Department
- Schedule of General Fund Expenditures by Category
- Schedule of Spendable Fund Balances by Fund

The City's overall spendable fund balance has decreased by \$1.6 million from the beginning of the fiscal year from \$42.4 million to \$40.8 million at March 31. This change is accounted for as follows:

- General Fund decreased by \$0.3 million
- Special Revenue Funds increased by \$0.8 million
- Capital Projects Funds decreased by \$2.4 million
- Water Funds decreased by \$0.1 million
- Sewer Funds increased by \$0.3 million
- Internal Service Funds increased by \$0.1 million

The remainder of the financial review will discuss the General Fund's revenues and expenditures and then will report on the activity in the other funds.

General Fund

As shown in the attached charts, General Fund revenues totaled \$9.6 million (68% of the budget) while expenditures totaled \$9.8 million (68% of the budget) through March 31, 2025. This results in a shortfall of revenues under expenditures of \$223,000, which essentially accounts for the reduction in spendable fund balance of \$279,000. In comparison, the prior year had revenue exceeding expenditures by \$300,000, where revenues totaled \$9.5 million (59% of the year's total revenue) and expenditures totaled \$9.2 million (71% of the year's expenditures).

Revenues

Total General Fund revenues are at 68% of the budget through the end of the third quarter. Following is a discussion of the four largest General Fund revenue sources: property tax, sales tax, transaction and use tax, and utility users tax. Together, these four revenues account for approximately 70% of the General Fund's revenue budget.

- **Property Tax:** The General Fund's largest revenue source, property tax, has \$2.9 million recorded through March 31 (60% of the \$4.8 million budget). In comparison to the prior year, the City had received \$2.7 million by the end of the third quarter of FY 2023-24, which was 58% of the year's annual revenue. The property tax line item includes secured and unsecured property taxes (budgeted at \$2.9 million) as well as the property tax in lieu of vehicle license fees (budgeted at \$1.9 million). Secured property tax payments are distributed in four main payments with estimated distributions of 40% in November/December during the second quarter, 10% in January/March during the third quarter, 40% in April/May during the fourth quarter, and the final cleanup distribution at the end of the fiscal year. Property tax payments in lieu of vehicle license fees are received in two installments: 50% is distributed in January during the third quarter and the remaining 50% is distributed in May during the fourth quarter.
- **Transaction & Use Tax:** The transaction and use tax is the second-largest budgeted revenue source. There is revenue of \$1.3 million recorded through March 31 (57% of the \$2.3 million

budget). Current year revenues are comparable to the prior year where the revenue recorded through the end of the third quarter was \$1.3 million, which was 60% of the total fiscal year's revenue.

- **Sales Tax:** The third-largest budgeted revenue source, sales tax, has \$1.3 million recorded through March 31 (73% of the \$1.8 million budget). Current year revenues are lower than at the end of the prior year's third quarter, where the revenue recorded was \$1.6 million which was 64% of the total fiscal year's revenue. The prior year's revenue includes a one-time revenue adjustment of \$230,000, making the revenue through March 31, 2024, unusually high.
- **Utility Users Tax:** The fourth-largest budgeted revenue source is utility users tax. Payments received through March 31 total 82% of the budget at \$0.9 million. This is higher than the \$0.8 million that was reported through the third quarter of the prior year, which was 69% of the total fiscal year's revenue.

Other notable revenues are as follows:

- **Residual Property Tax:** This represents money distributed to the City from the County as a result of the State's dissolution of redevelopment agencies in 2011. The distributions typically occur in January and June each year. Through the third quarter, \$163,000 has been received, which is 49% of the \$331,000 budget.
- **Franchise Fees:** Total revenue through March 31 is \$162,000 (37% of the \$439,000 budget). The City receives payment from its largest franchise fee source in one payment for the entire fiscal year in April, resulting in the proportionally low actual versus budget in the first three quarters.
- **Transient Occupancy Tax:** Total revenue recorded through March 31 is \$354,000, which is 59% of the budget. The City receives four quarterly payments, with each payment received after the end of the applicable quarter. Consequently, payment for only two quarters has been received by March 31.
- **Licenses and Permits:** Through March 31, \$415,000 has been collected, which is 95% of the budget. The City collects a majority of its business license revenue during the first part of the fiscal year, accounting for the proportionately high actual versus budgeted percentage in this category.
- **Fines and Forfeitures:** Through March 31, \$42,000 has been recorded, which is 42% of the \$100,000 budget. In comparison, the City recorded \$120,000 by March 31 of the prior year. During the previous fiscal year, the City received an unusually large payment for an arrestee's defaulted bond. The current year's revenue is in line with other years' revenue.
- **Use of Money and Property:** Total revenue recorded through March is \$838,000 (151% of the \$555,500 amended budget). Revenue through the third quarter comes from the annual payment received on the senior housing lease (\$219,000), miscellaneous rental income (\$110,000), and investment income (\$509,000). Until investments are sold, any difference between market and book value is an unrealized gain or loss; only at year-end are the unrealized gains or losses recorded as part of interest revenue. At June 30, 2024, the City recorded an unrealized loss of \$168,000, a net change of \$867,000 from the unrealized loss

of \$1.035 million at June 30, 2023. At March 31, 2025, the unrecorded, unrealized gain on investments for the actively managed investment portfolio was \$231,000.

Expenditures

The General Fund's expenditures total \$9.8 million through March 31 (68% of the \$14.4 million amended budget). In comparison, the prior year's expenditures totaled \$9.2 million (71% of the \$13.0 million annual expenditures) through the end of the third quarter. Following is a general discussion of each General Fund department:

- The Management Services Department is comprised of the divisions for City Council, City Manager, Legal Services, and City Clerk. The amended budget for this department totals \$1.2 million, and expenditures through the third quarter total \$772,000, 64% of the amended budget. Similarly, expenditures through the prior year's third quarter totaled \$727,000 which was 67% of the year's total expenditures.
- The Administrative Services Department is comprised of the divisions for Administration, Fiscal Services, Human Resources, and Technology and Communications. The amended budget for this department totals \$3.8 million, and expenditures through the third quarter total \$3.1 million (81% of the budget). In comparison, the prior year's expenditures totaled \$2.7 million which was 76% of the year's total.
- The Police Department has an amended expenditure budget of \$6.3 million. As of March 31, expenditures totaled \$4.0 million, which is 65% of the budget. In comparison, expenditures through the prior year's third quarter totaled \$3.7 million which was 70% of the year's total expenditures.
- The Community Services Department provides a wide range of services to the citizens including Health & Wellness, Recreation Facility Operations, Special Events, Youth and Family Services, Citywide Maintenance, Engineering, Parks & Medians, and Street Maintenance divisions. This department has an amended budget of \$2.5 million, and expenditures through the third quarter total \$1.5 million which is 61% of the budget. In comparison, expenditures through the prior year's third quarter totaled \$1.6 million which was 66% of the year's total expenditures.
- The Community Development Department accounts for the Building and Safety, Code Enforcement, and Planning divisions. This department has a budget of \$648,000, and expenditures through the third quarter total \$388,000 which is 60% of the budget. In comparison, expenditures through the prior year's third quarter totaled \$434,000 which was 68% of the year's total expenditures.

Special Revenue Funds

The Special Revenue Funds consist of funds with revenue sources that are restricted by outside parties to specific types of expenditures. The revenues consist of remittances of state gas taxes, County Measure M taxes, grants, South Coast Air Quality funding, park development fees, housing-related sources, and other similar remittances. The spendable fund balance increased by a net of \$783,000 mainly due to payments received from state and county police and street-related funding sources in advance of work being done.

Capital Outlay Reserve Fund

The City's capital improvement program is for multi-year projects that improve City facilities, buildings, grounds, streets, parks, and roads. The Capital Outlay Reserve Fund accumulates monies for funding of projects that are not able to be funded by other sources such as gas tax, Measure M, RMRA, or park development funds. Through the end of the third quarter, the City has charged \$3.3 million to capital projects, with the majority being spent on median rehabilitation. Offsets to these expenditures are a payment received on the long-term advance made to other funds, interest earnings, and budgeted transfers received from the General Fund. The spendable fund balance decreased by a net of \$2.4 million.

Water & Sewer Funds

The Water Fund began the year with a spendable fund balance of \$3.7 million which has decreased by \$100,000 to \$3.6 million at March 31. Revenues total \$2.2 million (59% of the budget) and expenses total \$2.3 million (38% of the budget) through the end of the third quarter.

The Sewer Fund had an increase of \$0.3 million in spendable fund balance, with an ending spendable fund balance of \$4.7 million at March 31. Revenues total \$448,000 (69% of the budget) while expenditures total \$180,000 (20% of the budget) through March 31.

Internal Service Funds

The Internal Service Funds began the year with a spendable fund balance of \$4.7 million which increased to \$4.8 million at March 31. The majority of the activity in the Internal Service Funds occurs in the Risk Management/Insurance Fund where the annual insurance payments for workers' compensation, property, and general liability coverage are paid at the beginning of the fiscal year. The revenues consist of charges to other funds as budgeted.

ATTACHMENTS:

1. General Fund Revenues by Type
2. General Fund Expenditures by Department
3. General Fund Expenditures by Category
4. Spendable Fund Balance by Fund

THIRD QUARTER FINANCIAL REPORT, FISCAL YEAR 2024-25
GENERAL FUND REVENUES BY TYPE
QUARTER ENDING MARCH 31, 2025

Revenue Type	FY 2024-25				FY 2023-24			Q3 Variance FY 2024-25 to FY 2023-24 Increase / <Decrease>
	Adopted Budget	Amended Budget	Year-to-Date Actual through 3/31/2025 (75% of FY)	Q3 Actual as a % of Budget	Prior Year Actual Annual Revenue	Prior YTD Actual through 3/31/2024 (75% of FY)	Q3 Actual as a % of Annual Revenue	
Property Tax	\$ 4,807,000	\$ 4,807,000	\$ 2,885,943	60%	\$ 4,724,473	\$ 2,740,142	58%	\$ 145,801
Sales Tax (Note 2)	1,834,300	1,834,300	1,345,983	73%	2,506,151	1,598,335	64%	(252,352)
Transaction & Use Tax	2,293,800	2,293,800	1,310,159	57%	2,230,800	1,342,593	60%	(32,434)
Utility Users Tax	1,100,000	1,100,000	896,745	82%	1,183,337	814,331	69%	82,414
Residual Property Tax	331,000	331,000	163,123	49%	326,446	219,152	67%	(56,029)
Franchise Fees	439,000	439,000	161,865	37%	524,795	181,562	35%	(19,697)
Transient Occupancy Tax	600,000	600,000	354,189	59%	646,108	315,315	49%	38,874
Licenses and Permits	438,500	438,500	415,446	95%	518,965	412,080	79%	3,366
Intergovernmental	15,000	103,000	31,413	30%	45,113	37,659	83%	(6,246)
Charges for Services	554,400	588,400	400,463	68%	571,328	369,405	65%	31,058
Fines and Forfeitures (Note 3)	100,100	100,100	41,948	42%	142,148	119,703	84%	(77,755)
Use of Money and Property (Note 1)	699,000	555,500	838,148	151%	1,220,478	565,277	46%	272,871
Other Revenue	244,200	244,200	179,676	74%	684,198	194,880	28%	(15,204)
Interfund Charges	783,000	783,000	587,175	75%	782,900	587,175	75%	-
Total Revenues	\$ 14,239,300	\$ 14,217,800	\$ 9,612,276	68%	\$ 16,107,240	\$ 9,497,609	59%	\$ 114,667

Note 1: The City typically holds investments rather than realizing gains or losses by selling before maturity; at year-end, the unrealized gain or loss is recorded against interest revenue. For fiscal year 2023-24, the City recorded an unrealized loss of \$167,954, a net change of \$867,563 from the unrealized loss at 6/30/23 of \$1,035,517. At March 31, 2025, the unrealized gain on investments for the actively managed investment portfolio was \$230,851.

THIRD QUARTER FINANCIAL REPORT, FISCAL YEAR 2024-25
GENERAL FUND EXPENDITURES BY DEPARTMENT
QUARTER ENDING MARCH 31, 2025

Department	FY 2024-25				FY 2023-24			Q3 Variance FY 2024-25 to FY 2023-24 Increase / <Decrease>
	Adopted Budget	Amended Budget	Year-to-Date Actual through 3/31/2025 (75% of FY)	Q3 Actual as a % of Amended Budget	Prior Year Actual Annual Expenditures	Prior YTD Actual through 3/31/2024 (75% of FY)	Q3 Actual as a % of Annual Expenditures	
General Government	\$ 1,184,100	\$ 1,211,100	\$ 771,625	64%	\$ 1,081,522	\$ 726,905	67%	\$ 44,720
Administrative Services	3,760,700	3,790,700	3,088,393	81%	3,613,078	2,747,386	76%	341,007
Police	6,135,600	6,258,500	4,046,223	65%	5,258,011	3,687,431	70%	358,792
Community Services	2,515,200	2,526,900	1,541,631	61%	2,368,667	1,566,181	66%	(24,550)
Community Development	648,000	648,000	387,668	60%	635,760	434,099	68%	(46,431)
Total	\$ 14,243,600	\$ 14,435,200	\$ 9,835,540	68%	\$ 12,957,038	\$ 9,162,002	71%	\$ 673,538

THIRD QUARTER FINANCIAL REPORT, FISCAL YEAR 2024-25
GENERAL FUND EXPENDITURES BY CATEGORY
QUARTER ENDING MARCH 31, 2025

Expenditure Type					FY 2023-24			Q3 Variance FY 2024-25 to FY 2023-24 Increase / <Decrease>
	Adopted Budget	Amended Budget	Year-to-Date Actual through 3/31/2025 (75% of FY)	Q3 Actual as a % of Amended Budget	Prior Year Actual Annual Expenditures	Prior YTD Actual through 3/31/2024 (75% of FY)	Q3 Actual as a % of Annual Expenditures	
Personnel Services	\$ 9,190,200	\$ 9,230,000	\$ 6,531,324	71%	\$ 7,996,439	\$ 5,962,803	75%	\$ 568,521
Maintenance and Operations	5,042,400	5,106,200	3,237,438	63%	4,598,400	3,189,236	69%	48,202
Capital Outlay/Improvements	11,000	99,000	66,778	67%	362,199	9,963	3%	56,815
Total	\$ 14,243,600	\$ 14,435,200	\$ 9,835,540	68%	\$ 12,957,038	\$ 9,162,002	71%	\$ 673,538

THIRD QUARTER FINANCIAL REPORT, FISCAL YEAR 2024-25
SPENDABLE FUND BALANCE - FISCAL YEAR CHANGE
THROUGH THE QUARTER ENDING MARCH 31, 2025

<u>Fund #</u>	<u>Fund Title</u>	<u>Balance 6/30/2024</u>	<u>Balance 3/31/2025</u>	<u>FY Change through 3/31/2025</u>
1	General Fund	\$ 6,913,922	\$ 6,575,835	\$ (338,087)
3	Emergency Reserve Fund	7,767,700	7,767,700	-
5	Economic Development Fund	186,282	186,282	-
17	General Fund Budget Reserves	3,565,284	3,624,736	59,452
Subtotal General Funds		18,433,188	18,154,553	(278,635)
10	Road Maintenance & Rehabilitation Account (RMRA)	\$ 1,314,152	\$ 1,584,864	270,712
11	Streets Fund	253,647	299,648	46,001
12	Measure M2	619,868	634,302	14,434
15	Air Quality Fund	274,809	289,285	14,476
16	PEG Fund	386,645	407,311	20,666
20	Asset Seizure Fund	37,868	27,330	(10,538)
21	Public Safety Augmentation Fund	384,260	389,729	5,469
22	Supplemental Law Enforcement Fund	325,620	414,454	88,834
23	SVC Authority for Abandoned Vehicles	29,086	29,571	485
24	BSCC Local Law Enforcement Grant	51,291	52,146	855
25	Community Foundation Public Safety Grant	-	81,348	81,348
33	Park Development Fund	5	5	-
38	SA Housing Entity Fund	1,456,471	1,706,430	249,959
Subtotal Special Revenue Funds		5,133,722	5,916,423	782,701
35	Capital Outlay Reserve Fund	4,163,911	1,254,398	(2,909,513)
37	Civic Center Rehabilitation Reserve Fund	1,955,124	2,468,488	513,364
Subtotal Capital Projects Funds		6,119,035	3,722,886	(2,396,149)
50	Water Fund	814,921	405,578	(409,343)
55	Water Capital reserve Fund	2,843,118	3,145,546	302,428
Subtotal Water Related Funds		3,658,039	3,551,124	(106,915)
52	Sewer Fund	2,051,899	2,143,437	91,538
56	Sewer Capital Reserve Fund	2,359,387	2,548,526	189,139
Subtotal Sewer Related Funds		4,411,286	4,691,963	280,677
60	Risk Management/Insurance	1,228,929	1,022,180	(206,749)
61	Employee Benefits Fund	325,345	330,770	5,425
62	Building Maintenance & Replacement Fund	57,483	58,441	958
63	Vehicle Replacement Fund	1,926,388	2,200,419	274,031
64	Technology Replacement Fund	1,159,579	1,179,721	20,142
Subtotal Internal Service Funds Funds		4,697,724	4,791,531	93,807
Total All Funds		\$ 42,452,994	\$ 40,828,480	\$ (1,624,514)

Note: Spendable Fund Balance is defined as cash and current assets less current liabilities.

City of La Palma

Agenda Item No. 10



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Alan Rivera, Management Assistant

AGENDA TITLE: Award of Contract for Professional Services for Print Publications

RECOMMENDED ACTION:

It is recommended that the City Council authorize the Interim City Manager to execute an Agreement with The Dot Printer, Inc., to provide professional graphic design, printing and mailing services for the City's quarterly brochure, Mosaic, for an amount not to exceed \$50,000 annually.

BACKGROUND

In February 2025, the City issued a Request for Proposals (RFP) for professional graphic design, printing, and mailing services for the production of the Mosaic and various other mailers. Prior to the issuance of the RFP, the City utilized two contractors to produce the Mosaic and various city mailers. The two services were contracted to (1) provide graphic design services and (2) provide printing and mailing services. With this RFP, staff consolidated all production services under one contractor for enhanced efficiency, product quality and potential cost savings.

ANALYSIS

At the RFP submission deadline, the City received five bids from qualified firms (see table below).

Company	Location	Approximate Annual Cost for Mosaic Production	Approximate Cost Per Mailer
The Dot Printer, Inc.	Irvine, CA	\$32,442	\$1,750
Marina Graphic Center, Inc.	Hawthorne, CA	\$34,859	\$2,022
We The Creative	Irvine, CA	\$47,610	\$1,775
The Sauce Creative Services Corp.	Monrovia, CA	\$66,111	\$2,115

R3Volution AD Services, Inc.	Houston, TX	\$151,856	NA
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Following a thorough review of each proposal and interviews with the top candidates, staff determined that The Dot Printer, Inc. is the most competitive and qualified to provide the services solicited in the RFP for Professional Services for Print Publications. All five firms possess the background and experience to meet the needs outlined in this solicitation. However, after evaluating each firm's methodology, approach and cost, The Dot Print, Inc. appears to be the best and most cost-effective option among the proposals received.

During Fiscal Year 2024-25, the City incurred \$56,100 in costs to produce quarterly editions of the Mosaic and a City mailer. If the proposed agreement with The Dot Printer, Inc. is approved, staff estimates approximately \$6,000 in savings by consolidating these services under a single vendor contract. The initial agreement term will commence on May 6, 2025, and shall be in effect through May 6, 2028, with options for two one-year extensions — a total of up to five years.

FISCAL IMPACT

Funding for the Agreement has been budgeted in the FY 2025-26 Budget (001-320-6540-00000 & 001-310-6000-00000) in the amount of \$50,000, and will be incorporated into future budgets accordingly.

ATTACHMENTS:

1. Professional Services Agreement - The Dot Printer, Inc.
2. Proposal - The Dot Printer, Inc.

AGREEMENT FOR CONSULTANT SERVICES THE DOT PRINTER, INC.

THIS AGREEMENT FOR CONSULTANT SERVICES (hereinafter, the “Agreement”), is entered into as of May 6, 2025, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the “City”), and THE DOT PRINTER, INC., a corporation (hereinafter, the “Consultant”). The Consultant and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Consultant Services”).

B. By virtue of the Consultant’s expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, 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 the Consultant mutually agree as follows:

1. RETENTION AND DUTIES OF CONSULTANT

1.1 Retention of Consultant. The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit “A”.

1.2 Term. This Agreement shall commence on May 6, 2025, and shall be in full force and effect through May 6, 2028, with options for two (2), one (1) year extensions unless sooner terminated pursuant to the provision of this Agreement. The total contract term, with extensions, is not to exceed five (5) years, starting from May 6, 2025.

1.3 Standard of Performance. The Parties mutually acknowledge that the City has retained the Consultant to perform the Consultant Services based upon the special skills, expertise, and experience of the Consultant. Accordingly, in performing the Consultant Services, the Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Consultant retains sub-consultants or sub-consultant s to perform any portion of any of the Consultant Services, to the extent permitted hereunder, the Consultant has a duty to the City to ensure that the tasks and services performed by such sub-consultants and sub-consultant s meet the same highly specialized professional level, skill, and expertise expected of the Consultant.

1.4 Licenses, Permits, Fees, and Approvals. The Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Consultant Services prior to commencing work. The Consultant and its employees, agents, and sub-consultants, shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Consultant Services. The Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Consultant Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

1.5 Personnel. The Consultant shall at all times allocate sufficient qualified personnel as required to perform the Consultant Services. The Consultant represents that the Consultant Services will be performed by the Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Consultant Services and as required by law.

1.6 Materials. The Consultant shall equip itself with all necessary goods, materials, equipment and personal property to perform the services specified in this Agreement. The Consultant shall at all times ensure that all goods, materials, equipment and personal property included within the Consultant Services shall be of good quality, fit for the purpose intended.

1.7 Warranty. By executing this Agreement, the Consultant warrants that the Consultant (i) has thoroughly investigated and considered the Consultant Services to be performed, (ii) has carefully considered how the Consultant Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Consultant Services.

1.8 Coordination With City. In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the City Manager of the City or their designee ("Contract Administrator"). Tasks or services other than those specifically described in the Scope of Work shall not be performed by the Consultant or any sub-consultant or sub Consultant without the prior written approval of the Contract Administrator pursuant to Section 1.11 herein.

1.9 Subcontracting Prohibited. The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the Contract Administrator.

1.10 Project Manager. The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

CLINT NAGASUGI
The Dot Printer, Inc., President

Notwithstanding the foregoing, the Parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Contract Administrator.

1.11 Additional Services. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work ("Additional Services"), the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant. It is expressly understood by the Consultant that the provisions of this Section 1.11 shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated therein. The Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Consultant anticipates and that the Consultant shall not be entitled to additional compensation therefor. Unless contradictory of this Section 1.11, all provisions in this Agreement applicable to the Consultant's performance of the Consultant Services shall also apply to the Additional Services.

2. COMPENSATION TO CONSULTANT

2.1 Payment by the City. The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 Invoices. The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 Record of Payment. The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

3. LEGAL RESPONSIBILITIES

3.1 Compliance with Law. The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 Independent Consultant. The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the Consultant Services, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 Non-Discrimination. The Consultant shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Consultant shall incorporate the foregoing provisions in all subcontracts.

3.4 Proprietary Information. All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City, without restriction or limitation upon their use. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City. The Consultant hereby agrees to deliver such proprietary information to the City upon the expiration or termination of this Agreement. It is understood and agreed that the proprietary information prepared pursuant to this Agreement is prepared specifically for the City and is not necessarily suitable for any future or other use. The Parties agree that, until final approval by the City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

3.5 Patented and Copyright Materials. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and its elected and

appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (“City Personnel”) harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Prevailing Wages. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Consultant Services do not include construction, alteration, demolition, installation, or repair work or other otherwise exempt under California’s prevailing wage laws (Lab. Code, § 1720 *et seq.*). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Consultant Services, including, without limitation, any and all public works (as defined by applicable law), the Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys’ fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by the Consultant or any party performing the Consultant Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by the Consultant or any party performing the Consultant Services on the Consultant’s behalf to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law.

3.7 Indemnification.

3.7.1 Indemnification of the City. Except as set forth in subdivision 3.7.2, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City and City Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities (“Claims”) that may be asserted or claimed by any person or entity arising out of the Consultant’s performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of the City or any City Personnel. The Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney’s fees incurred in connection therewith. The Consultant shall promptly pay any judgment rendered against the City or any City Personnel for any such claims or liabilities. In the event the City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the work being performed or services being provided under this Agreement, the Consultant shall pay to the City any and all costs and expenses incurred by the City or City Personnel in such action or proceeding, together with reasonable attorney’s fees and expert witness fees.

3.7.2 Design Professionals. The provisions of this subdivision 3.7.2 apply only in the event that the Consultant is a “design professional” within the meaning of the California Civil Code Section 2782.8(c). If the Consultant is a “design professional” within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.7.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), the Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Consultant, any sub-consultant, sub-consultant , or any other person directly or indirectly employed by them, or any person that any of them control, arising out of the Consultant’s performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City or such City Personnel. The Consultant’s cost to defend the City and/or City Personnel against any such Claim shall not exceed the Consultant’s proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with the City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent the Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), the Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from the Consultant’s negligence, recklessness, or willful misconduct.

3.8 Retention of Funds. The Consultant hereby authorizes the City to deduct from any amount payable to the Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of the Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Consultant's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Consultant's obligation to pay the City any sums the Consultant owes the City.

3.9 Insurance. The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any sub-consultant or sub-consultant to commence services until all such insurance has been obtained by the sub-consultant or sub-consultant . Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the California Department of Insurance to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the

City's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover the Consultant's employees as required by law; and the Consultant shall require all sub-consultants to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Each such policy of insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage. Each such policy of insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) “This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy.”

3.9.4 Professional Liability Insurance to protect the City from the Consultant’s negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and the Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

3.9.5 Renewal of Insurance. At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.9.6 Prohibited Insurance Provisions. Insurance policies required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, shall not include any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to “ongoing operations,” exclude contractual liability, restrict coverage to the “sole” liability of the Consultant, or contain any other limitation contrary to this Agreement.

3.9.7 Variations to Insurance Requirements. The City may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

3.10 Conflicts of Interest.

3.10.1 City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Consultant shall not employ any such person while this Agreement is in effect.

3.10.2 Consultant. The Consultant represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Consultant’s obligations and responsibilities under this Agreement. The Consultant further agrees that while this Agreement is in effect, the Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the

performance of the Consultant's obligations and responsibilities under this Agreement. The Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Consultant to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

3.11 No Undue Influence. The Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee, or agent of the Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.12 No Benefit to Arise to City Employees. No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Consultant Services to be performed under this Agreement.

4. RIGHTS AND REMEDIES

4.1 Termination By the City. The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement with or without any breach or failure to perform of the Consultant. Upon receipt of any notice of termination from the City, the Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by the Contract Administrator. In the event of termination under this Section 4.1, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination under this Section 4.1, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

4.2 Performance to the City's Satisfaction. The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (i) meeting with the Consultant, its agents or sub-consultants to review the quality of the work and resolve matters of concern; (ii) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of the City's compensation to the Consultant for any unsatisfactory work performed; (iv) suspending delivery of work to the Consultant for an indefinite time; and/or (v) terminating this Agreement.

4.3 Default, Remedies.

4.3.1 Default of Insurance Requirements. In addition to any other remedies at law or equity the City may have if the Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by Section 3.9 herein, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Consultant's breach:

- (a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- (b) Order the Consultant to stop work under this Agreement or withhold any payment that becomes due to the Consultant hereunder, or both, until the Consultant demonstrates compliance with the insurance requirements herein; and/or
- (c) Immediately terminate this Agreement.

4.3.2 Other Defaults. In addition to any other remedies at law or equity the City may have, if the Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but not be limited to, any or all of the following:

- (a) Immediately terminate this Agreement; and/or
- (b) Take over the work and prosecute the same to completion by contract with another consultant or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by the City in retaining a replacement consultant and similar expenses, exceeds the Budget contained in Exhibit "B".

4.4 Force Majeure. Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay

("Force Majeure Event"). If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

5. MISCELLANEOUS

5.1 Notices. All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City:

CITY OF LA PALMA
7822 Walker St.
La Palma, CA 90623
Attn: La Palma Mosaic Editor

If to the Consultant:

THE DOT PRINTER, INC.
2424 McGaw Ave.
Irvine, CA 92614
Phone: 714-708-5815

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

5.2 Integration. This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant. The Contract Administrator is hereby authorized to approve and effectuate amendments to this Agreement to the extent permitted by applicable law.

5.3 Construction, Venue. This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the

Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Consultant agrees to submit to the personal jurisdiction of such court.

5.4 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

5.5 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.6 Assignment. The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

5.7 Consultant not a City Agent. Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

5.8 Attorney's Fees. In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

5.9 Successors and Assigns. Subject to the provisions of Paragraphs 1.9 and 5.6 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

5.10 Authority of Signatories. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

5.11 No Waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power

or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

5.12 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.13 Non-Liability of City Personnel. No City Personnel shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

5.14 Execution. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

5.15 Survival. The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

5.16 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

5.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By: _____
Mike Egan
Interim City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONSULTANT

By:  _____
Clint Nagasugi
President

APPROVED AS TO FORM:

COLANTUONO, HIGHSMITH & WHATLEY, PC

By: _____
City Attorney, City of La Palma

EXHIBIT A

Scope of Work

The Consultant shall be responsible for providing appropriate services to print the publication, prepare the publication for bulk mail, and deliver the publication to the United States Postal Service office in Buena Park, California, and subsequently deliver the publication to the City of La Palma, per the project requirements. Each issue shall be mailed to all residential and commercial business addresses within the City of La Palma.

Unless otherwise stated, the following tasks and specifications shall apply to all four quarterly editions (fall, winter, spring and summer) of the Mosaic, the City of La Palma's official quarterly brochure and recreation guide.

1. **Collection & Storage of Magazine Copy, Content & Images**

The City's Contract Administrator, and/or designated City staff member, will upload clean written copy and images to a shared drive (to be maintained by the Consultant) by a City-designated deadline. Consultant will retrieve the clean copy and images from the shared drive following the City-designated deadline.

2. **Graphic Design of Mosaic**

Within an 8.5 x 11" dimension, Consultant will arrange the aforementioned clean copy and images in City-designated sections and in a visually aesthetic manor that will vary in arrangement between editions. Consultant will deliver a finalized digital draft of the Mosaic to the designated City staff member for final changes, if any, and approval for printing and final digital copy.

3. **Mosaic Magazine Specification** — Printed Version (specifications may vary at the discretion of the City's Contract Administrator)

- Total Pages (may vary): 24 PGS plus cover (28 pages total)
- Cover: 80# white gloss cover
- Book Pages: 70# white gloss text
- Final Time Size: 8.5 x 11"
- Total Finished Quantity (may vary): approximately 6,200

4. **Delivery and Postage**

The City will provide Consultant with the bulk mail Presorted Standard Postage permit. The selected Consultant will print this on the back of the Mosaic and the U.S. Postal Service will distribute. The Consultant will manage the Extended Carrier Route Walking Sequence Saturation (ECRWSS) or Every Door Direct Mail (EDDM) with facing slips using the City's postal Permit Number, for each seasonal issue and ensure correct quantity, delivery, and postage. Approximately 6,000 copies of Mosaic will be delivered to the U.S. Postal Service for mailing with each seasonal issue. Of these, approximately 400 will be sent to a mailing list provided by the City. Additional printed copies will be delivered by the Consultant to the La Palma Civic Center (7822 Walker St., La Palma, CA 90623) as directed by the City's Contract Administrator.

5. Mosaic Magazine Specification — Digital Version

Consultant shall also furnish a high-resolution digital version of the Mosaic magazine in a .PDF format. The Consultant shall deliver this finalized digital version of the Mosaic to the City's Contract Administrator following the finalization of the Mosaic. The digital version of the mosaic will be posted on the City's website by City's Contract Administrator.

EXHIBIT B

Budget and Fee Schedule

Graphic Design Costs – Mosaic (See Scope of Work)			
Mosaic Issue (28 pages, including cover pages)		Cost Per Page (Ex: \$X per page)	Total Price
Graphic Design Pages (includes, but not limited to, placement, design, content, collaboration with City Staff, etc.)		\$42.00	\$1,176.00
Tax (8.75%)			\$102.90
Per Issue Total			\$1,278.90
Print Costs – Mosaic (See Scope of Work)			
Mosaic Issue (28 pages, including cover pages)	Quantity (Varies)	Per Issue (Unit Cost)	Total Price
Fall	6,000	\$0.88	\$5,280.00
Winter	6,000	\$0.88	\$5,280.00
Spring	6,000	\$0.88	\$5,280.00
Summer + Recreation Insert (4 pages)	6,300	\$0.88	\$5,544.00
Tax (8.75%)			\$1,871.10
Annual Total			\$23,255.10
Mail Costs – Mosaic (See Scope of Work)			
Mosaic Issue (28 pages, including cover pages)	Quantity (Varies)	Cost Per Issue (Unit Cost) <i>Includes mail preparation services, delivery to post office, etc.</i>	Total Cost
Fall	6,000	\$0.16	\$960.00
Winter	6,000	\$0.16	\$960.00
Spring	6,000	\$0.16	\$960.00
Summer + Recreation Insert (4 pages)	6,300	\$0.16	\$1,008.00
Tax (8.75%)			\$0.00
Annual Total			\$3,888.00

Various City Mailers – Production, Print, & Mail <i>(Standard Size: 5.5" x 8.5" Postcard)</i>			
Items	Quantity	Per (unit cost)	Total Price
Size: 5.5" x 8.5" (standard size)	6,300	See total below	See total below
Paper: 14 pt. Glossy Cardstock	6,300	See total below	See total below
Colors: 4/4 – Color Both Sides	6,300	\$0.26	\$1,608.61
Shrink Wrapping Fee			
Mail Preparation Services Fee			
Post Office Delivery Fee			
Tax (8.75%)			\$140.76
Total (per mailer)			\$1,749.37



City of La Palma

City of La Palma
7822 Walker Street
La Palma, CA 90623
Attn: Alan Rivera, Management Assistant
Re: Proposal Submission – Print Publications 2025 RFP
03/23/2025 11:59 PM (PDT)

Cover Letter

Dear Mr. Rivera,

The Dot Corp is pleased to submit our proposal in response to the City of La Palma's Request for Proposals for Print Publications (2025). With over 45 years of experience delivering high-quality printing, mailing, and fulfillment services across California, our team is well-positioned to support the production of La Palma's Mosaic magazine through innovative, reliable, and cost-efficient solutions.

As a full-service print and logistics provider, The Dot Corp specializes in servicing municipal agencies with a deep understanding of public-sector needs, timelines, and compliance. We have extensive experience working with city departments, including prior engagements involving magazine design, print production, and managed distribution using presorted standard postal permits. Our company is FDA Registered, FSC Certified, and HiTrust Certified, ensuring the highest level of quality and data integrity in every project.

Our approach emphasizes collaboration, transparency, and efficiency. We will work closely with City staff to ensure content collection, layout, design approvals, print production, and final delivery meet your exact expectations. We take pride in providing consistent and dependable service, with a dedicated project manager and in-house team overseeing every stage of execution.

This proposal is valid for 90 days from the date of submission and has been signed by an official authorized to bind The Dot Printer, Inc. contractually.

Thank you for the opportunity to submit our qualifications. We look forward to the possibility of serving the City of La Palma.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eriq Zazueta', with a stylized, flowing script.

Eriq Zazueta

Business Development Representative/Dot Direct



Key Project Staff and Qualifications

President/Dot Direct: Clint Nagasugi, 43+ years of experience, Bachelor Science in Business Administration.

Account Manager: Michael Whisner, 27+ years, Business/Liberal Arts.

Production Manager: Abby Jordan, 10+ years of experience.

Data Processing Manager: Dave Holt, 38+ years, BA Computer Science.

Chief Technology Officer: Dave Brown, 25+ years of experience, Quantitative Data Systems.

Business Development Representative: Eriq Zazueta, 8+ years, Business Market & Management.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eriq Zazueta', with a stylized, flowing script.

Eriq Zazueta

Business Development Representative/Dot Direct



Client References and Work Product Samples

Department of Consumer Affairs, Board of Psychology (PSYCH)

Address: 1625 N. Market Blvd., Suite S-103

Contact: Mai Xiong

Email: Mai.Xiong@dca.ca.gov

Number: 916-574-8954

California Department of Forestry & Fire Protection (CAL FIRE)

Address: 715 P Street, Sacramento, CA 94244

Contact: Shawn Headley

Email: Shawn.Headley@fire.ca.gov

Number: 707-608-8017

San Jose/ Parks, Recreation & Neighborhood Services

Address: 200 East Santa Clara Street 9th Fl San Jose, CA, 95113

Contact: Dylan Kuhlmann-Haley

Email: dylan.kuhlmann@sanjoseca.gov

Number: 408-460-4468

Sincerely,

A handwritten signature in black ink, appearing to read "Eriq Zazueta".

Eriq Zazueta

Business Development Representative/Dot Direct



D. Project Budget Estimate and Fee Schedule

Project budget estimates should include all labor, equipment and material costs associated with fulfilling the scope of work. Project budget estimates should be formatted and submitted as follows:

Graphic Design Costs – Mosaic (See Scope of Work)			
Mosaic Issue (28 pages, including cover pages)		Cost Per Page (Ex: \$X per page)	Total Price
Graphic Design Pages (includes, but not limited to, placement, design, content, collaboration with City Staff, etc.)		\$42.00	\$1,176.00
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Summer + Recreation Insert (4 pages)	6,300	\$0.16	\$1,008.00
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Annual Total			\$3,888.00



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Items	Quantity	Per (unit cost)	Total Price
Size: 5.5” x 8.5” (standard size)	6,300	See total below	See total below
Paper: 14 pt. Glossy Cardstock	6,300	See total below	See total below
Colors: 4/4 – Color Both Sides	6,300	\$0.26	\$1,608.61
Shrink Wrapping Fee			
Mail Preparation Services Fee			
Post Office Delivery Fee			
Tax (8.75%)			\$140.76
Total (per mailer)			\$1,749.37



Exceptions

There are no exceptions on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eriq Zazueta', with a stylized, flowing script.

Eriq Zazueta

Business Development Representative/Dot Direct

SCS Global Services does hereby certify that an independent audit has been completed and conformity to the applicable standard(s) has been confirmed for:

The Dot Printer, Inc.

2424 McGaw Avenue, Irvine, CA 92614, United States

This single site certificate covers the production of printed products using the transfer system.

The facility(s) are hereby Chain of Custody certified to sell products as:

FSC Mix, FSC Recycled

The assessment has been conducted by SCS Global Services in accordance with the protocols of the Forest Stewardship Council® A.C. (FSC®).

FSC Standard: FSC-STD-40-004

Certificate Code: SCS-COC-001120

Trademark License Code: FSC-C017771

Valid from: 4 August 2022 Expiry date: 3 August 2025

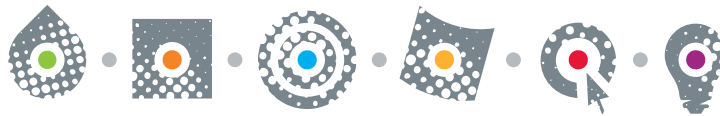
This certificate itself does not constitute evidence that a particular product supplied by the certificate holder is FSC-certified (or FSC Controlled Wood where applicable). Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on sales and delivery documents. The scope of this certificate is considered accurate on the date of issuance. The current validity and scope, including the full list of products, shall be verified on <http://info.fsc.org>. The certificate shall remain the property of SCS, and this certificate and all copies or reproductions of this certificate shall be returned to SCS immediately upon request. Where a certificate covers more than one site, the covered products and processes/ activities are performed by the network of Participating Sites, and not necessarily by each of them.



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Maggie Schwartz, Managing Director, Forestry Services
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA



EQUIPMENT LIST



PRINTING

Litho Press Department

- 2) 6 Color Komori 28" x 40" with Aqueous Coater
- 1) 6 Color Komori 20" x 28" with Aqueous Coater
- 1) 2 Color Ryobi
- 1) 2 Color Multi

Digital Press Department

- 1) SCREEN Truepress 520HD+ InkJet Web Press
 - 20.5" Wide Web – up to 64,353 8.5"x11" Letters Per Hour
- 1) Canon iX 3200 InkJet Digital Press
 - Min Sheet Size 8"x8" - Max Sheet Size 14"x20" - Max Print Area 13.3"x19.8"
- 1) Ricoh Pro C9210
 - Max Sheet Size 13"x27.5" - Max Print Area 12.7"x27.2"
- 1) Xerox 1000i Digital Press – Color
 - Min Sheet Size 7.2"x7.2" – Max Size Sheet 13"x19.2" – Max Print Area 12.83"x19.05"
- 1) Xerox Nuvera 144 High Speed Sheet Laser – Monochrome (Black) Only
 - Min Sheet Size 7"x10" - Max Sheet Size 12.6"x18.5"
- 1) Troy MICR Laser Printer – Monochrome (Black) MICR Toner
 - Security Printer for low volume Check Printing. Standard Sizes 8.5"x11" and 8.5"x14"
- 2) Datacard Plastic Card Thermal Imager
- 1) Xante Variable Data Press – Color - Small Qty – Forms and Envelopes

Bindery / Finishing Department

- 2) Muller Martini 6 Pocket Saddle Stitchers with Cover Feeder
- 3) MBO Folders with 8pg & 16pg plus gatefold capabilities
- 1) Heidelberg, 20" x 28" Die Cutter Cylinder
- 1) Guowang C106Q Die Cutting Machine
- 1) Moll Quadraplex High Speed Glue-Bind Pocket Folder
- 5) Computer Programmable Guillotine Paper Cutters
- 3) Shrink Wrap Stations
- 1) Drill with 3 hole Calendar and Automotive capabilities
- 4) Paper Binding Machine & Mylar Binding
- 1) Round Cornering Cutter
- 1) Padding Station/Rack
- 1) GMS Fugitive Gluer Unit
- 2) MBO Z2 Knife Folders
- 1) Graphic Whizard UV Coater 29.5 x 25 XCD 750A Automatic Feed
- 1) Epic 18" UV Coater

PREPRESS

Fujifilm XMF Workflow - Prepress Software
Fujifilm XMF ColorPath - Color Management System

Workstations:

Mac & PC Workstations, with the latest Adobe Software

Digital Proofing Devices:

- 1) Epson SureColor 9570 Printer includes X-Rite ILS30EP SpectroProofer, EFI Fiery XF Rip
- 1) ImppoProof 4100S two sided Printer. Uses two Canon Pro 4100S printers

Plate Imaging Devices:

- 1) Fuji Javelin Luxel T-9000 Platesetter
- 1) Screen PlateRite 8600 Platesetter

LARGE FORMAT

Large Format Department

- 1) EFI Vutek Pro 30h Printer
maximum width 126"
- 1) EFI Vutek GS2000 80" Printer
maximum width 80"
- 1) Oki ColorPainter M-64s
- 1) Seiko ColorPainter M-64s
- 1) Graphtec FC9000 - Cutting Plotter
- 1) Esko iCut Layout Workstation
- 1) Esko Kongsberg iXL-24 with i-Cut/MultiCut:
Automated digital finishing system for signs and displays.
- 1) Seal 62ProS Laminator
- 1) GBC 64" Laminator
- 1) Fiery XF RIP
- 1) Mitsubishi Twin Needle Sewing Machine
- 1) Leister Banner Welder

CERTIFICATES



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FULFILLMENT

Fulfillment Equipment:

- We Have Robots - fully integrated robotic Pick-N-Pack system
- State of the Art Computer Inventory Management System
- E-Commerce Interface
- Trailer and Container Loading and Unloading Equipment
- Racked and Floor Storage Space
- Pick-N-Pak Shelving and Cubbies

Service and Capabilities:

- Same Day Fulfillment
- Ecom Pick and Pack
- Product Fulfillment
- Garment Distribution
- Medical Device Fulfillment
- FDA Class 1 Assembly
- Catalog and Premium Fulfillment
- Literature and Product Distribution
- Onsite Website Design, Creation and Hosting
- Custom Packaging and Assembly
- Poly Bagging and Shrink Wrap Stations

Technology:

- State of the Art Computer Warehouse Management System
- Inhouse API Toolset and development

E-Commerce Interface

- Custom kitting and medical device workflow applications for MID and Lot tracking

Certifications and Regulatory:

- FDA Registered Medical Device facility – Class 1
- HiTrust certified for Data security and integrity
- PCI complaint
- Board of Pharmacy Wholesalers license

Major Service Lines:

- Medical test kit assembly and distribution (10 production lines)
- Medical device same day distribution with 3:30 PM PST cut off
- Critical care / critical notification Direct Mail with 24-72 hour SLAs
- eCommerce and Retail product fulfillment
- Custom kitting and store / multi-site distribution services
- On site custom package manufacturing



DIRECT MAIL

Data Processing Department

BCC Ignite - Automation Software – List Conversion, CASS, Merge/Purge, Postal Sort and Label Studio.
NCOA – OnDemand Processing, 48 Month
XMPiE VDP Page Creation Software
Pitstop Pre-Processing Software
Solimar Rubika PDF Post-Processing Software
IBM RS6000 P720 UNIX Server, 1.1 TB Disk Storage, 8GB of memory

Digital Press Department - Presses listed under PRINTING.

Inkjet Department

- 1) Kodak Versamark Dual Head 5240 Inkjet
- 1) MCS Eagle Inkjet with 4 inch head with a Falcon 2 inch highlight color attachment

Bindery / Finishing Department

- 1) Polar Guillotine Cutter
- 1) Tecna Pinless Document Cutters with Inline MB Prestige Fold Net 52 Folder
- 1) Tecna Pinless Document Cutter with Shuttle Conveyor
- 1) MBO Pile Feed Folder with Right Angle
- 1) Horizon ICE Stitchliner Mark IV
- 2) Plockmatic BM350 Booklet Maker
- 1) MD Collator/Folder with Camera
- 1) Sensible Technologies High Speed Multi-Page Collator/Folder
- 1) GMS MicroGluer for Snap Packs

Tabbing Department

- 2) Kirk Rudy Tabbers
- 1) Kirk Rudy Card Tipping System

Inserting Department

- 1) Epic Ultra High Speed Inserter with Camera Validation System
- 1) Flowmaster Flex RS High Speed Inserter with Camera Validation System
- 1) Flowmaster Flex RS High Speed Inserter
- 1) Bell & Howell Mailstar 1000 Six Station Inserter with Camera Match System

Handmailing Department

Custom Assembly
Offline Metering with PB Automated Smart Meter



FACILITIES:



IRVINE - McGaw Ave
Printing and Grand Format

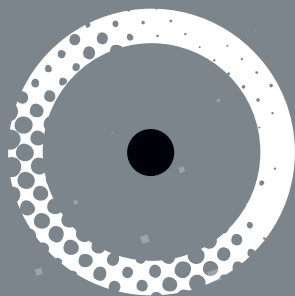


IRVINE SPECTRUM - Toledo Way
Direct Mail and Healthcare Supply Chain



SANTA ANA - Pullman Ave
Warehouse and Fulfillment Center

Over 6.5 million cubic feet of capabilities



THE DOT
CONNECTS



Business is a juggling act. The act gets more complicated when you've got projects and services spread across multiple vendors. At The Dot, our wide range of services allow us to integrate solutions, providing you a one stop shop for all of your marketing, fulfillment and distribution needs. Our experienced sales experts will listen to your challenges, needs and goals, and partner with you to create a streamlined workflow that saves time and money. Because the way we see it, once you connect, anything is possible.

Our seasoned, knowledgeable and passionate experts have experience across all business channels from concept to execution. Their ability to creatively problem solve has become our corporate hallmark. Connect with your sales rep to start creating customized business solutions that work for you.



CERTIFICATES



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THE DOT P R I N T E R



TOUR IRVINE
FACILITY AT
MC GAW

PRINTING SERVICES

Sheetfed Offset, Static, Variable and On-Demand Digital Printing,
On-Site Custom Ink and Color Correction Solutions, FSC Certified, Master G7 Certified,
In-house Graphic Design Team, In-House Bindery and Finishing Services.

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THE DOT
FULFILLMENT
& DISTRIBUTION



TOUR SANTA
ANA FACILITY
AT PULLMAN

FULFILLMENT & DISTRIBUTION

3PL and 3PF warehouse services, Multi Facility distribution, EDI XML and API based workflows, RFID and Barcode creation, Product Scan verification, In-line on demand carton creation, Same day Pick Pack and Ship, Inventory management, Kitting, Store Elevation based distribution, Freight management, Ocean Container Dray and De-Van, On-line Application.

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THE DOT
D I R E C T

TOUR IRVINE
FACILITY AT
TOLEDO

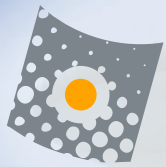


DIRECT MAIL & MARKETING

Dot Direct is a full-service direct mail production facility. Our data service offerings include CASS certification, NCOA, postal qualification, custom data file processing, print file creation for both monochrome and full-color variable personalization, and multi-channel campaign creation. Digital imaging services include full-color digital high-speed inkjet web printing, sheet-fed imaging in both black and full variable color, and two-color spot inkjet with 4" capability. Our bindery service includes cutting, folding, collating/folding, tabbing, and full digital booklet making. Mailing services are performed via high-speed automated inserters. We offer hand mailing services for those projects that require special handling or packaging. Dot Direct is a USPS-authorized "Seamless" provider and for larger projects drop shipment services are available..

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THE DOT
DISPLAY



LARGE FORMAT GRAPHICS FOR RETAIL, TRADE SHOW AND OUTDOOR ADVERTISING

Posters, Wall Murals, Window Decals, Retractable Banners, Retail Display Fixtures, Rigid Signage, Duratrans. FSC® products available on request. National Installations.

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Page 233 of 477



THE DOT
CREATIVE

CREATIVE SERVICES

Every great marketing piece starts with a great design. The Dot creative design team is a vital resource for clients that don't have their own team or who need help handling creative work overflow.

Our team of experienced graphic designers specialize in brand design, logo creation, typography, copywriting, campaign creation, single piece design and prepress checks. They work seamlessly with all other Dot departments providing a streamlined marketing solution for clients of every size and in every industry.

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DIGITAL SOLUTIONS & APPS

At The Dot, we believe the most effective marketing solutions are those that integrate digital and traditional strategies. Our IT department specializes in creating ecommerce stores, internal apps and digital solutions to ensure the effective execution of your print, mail, and fulfillment strategies. From CRM and Data Management, Custom B2B and B2C Ordering Solutions, and print on demand (POD) you'll be connected from the get-go.

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ANYTHING IS POSSIBLE.



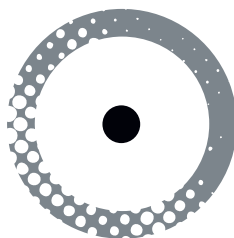
CONNECT WITH US

WWW.THEDOTCORP.COM

2424 McGaw Avenue
Irvine, CA 92614
(949) 474-1100

9700 Toledo Way
Irvine, CA 92618
(714) 708-5800

2525 Pullman Avenue
Santa Ana, CA 92705
(949) 771-3900



THE DOT
CONNECTS

City of La Palma

Agenda Item No. 11



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development & Public Works
Director

AGENDA TITLE: Authorize Second Amendment to Waste Disposal Agreement

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Approve the Waste Disposal Agreement one-year extension, including a 2.6% CPI disposal fee increase, through June 30, 2026; and
2. Authorize the Interim City Manager, or designee, to execute the Second Amendment to the Waste Disposal Agreement between the County of Orange and the City of La Palma.

SUMMARY:

Solid waste disposal at Orange County landfills is governed by a Waste Disposal Agreement (WDA) under which cities/sanitary districts agree to exclusively deposit certain waste at the County of Orange's landfills in exchange for low and stable disposal rates. The current WDA was entered into in 2009 and subsequently amended to extend the term through June 30, 2025. The Orange County City Managers Association (OCCMA) is currently negotiating a successor agreement to the WDA with OC Waste & Recycling (OCW&R). Additional time is needed to finalize mutually agreeable terms and disposal fees. The proposed amendment extends the current WDA by one year to allow for continued negotiations and includes a 2.6% disposal fee increase, per the escalation formula in the current WDA.

DISCUSSION:

The current Waste Disposal Agreement (WDA) between all Orange County cities/sanitary districts and the County of Orange expires on June 30, 2025. In January 2022, OCW&R notified cities of its intent to revise the WDA to align with legislative requirements such as Senate Bill 1383, which requires local governments to divert organic waste, such as food scraps and landscaping waste, away from landfills. OCW&R presented a proposed successor agreement to the WDA, titled the Waste Infrastructure System Enhancement (WISE) agreement, at an Orange County City Manager's summit on November 7, 2024.

The WISE agreement proposed increasing the landfill disposal rate from \$42.65 to \$82 per ton (a 92.3% increase). It also proposed a rebate program for composted organic waste and an allocation of capital expenditures for organics recycling infrastructure at County landfills.

The Orange County City Managers Association (OCCMA) formed a committee in December 2024 to negotiate a successor agreement to the WDA and requested an extension of the current WDA to allow time for such negotiations.

OCW&R has agreed to the OCCMA committee's requested extension under the terms of the proposed amendment (Attachment 1), which generally provides for a 12-month extension of the current WDA and a 2.6% disposal fee increase, per the escalation formula in the current WDA. The extension period will allow stakeholders to conduct due diligence on a successor agreement to the WDA as well as evaluate costs, infrastructure plans, and future fee adjustments. If the OCCMA committee and OCW&R do not reach mutually agreeable terms by September 30, 2025, monthly updates will be provided to all cities/sanitary districts beginning in October 2025.

The City finds that executing the Second Amendment is in the public interest since it will ensure stable disposal rates and collaboration between all cities/sanitary districts in Orange County for an additional year.

FISCAL IMPACT:

In accordance with the existing agreement with EDCO, these County-imposed disposal rate increases are a pass-through cost. The franchised City hauler, EDCO, bears the responsibility to cover any County disposal rate increases. The WDA extension has no General Fund fiscal impact.

NOTIFICATION:

County of Orange
Orange County City Managers Association

ATTACHMENTS:

1. Proposed Second Amendment to WDA

SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF LA PALMA

June 30, 2025

County Amendment Authorization Date

_____, 2025

County Notice Address:

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

City Amendment Authorization Date

_____, 2025

City Notice Address:

City of La Palma
Attn: Belinda Deines
7822 Walker Street
La Palma, CA 90623

SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS **SECOND AMENDMENT** TO THE WASTE DISPOSAL AGREEMENT ("Second Amendment") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.(the "City").

RECITALS

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

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

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

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

The City and the County have historically provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs. In 2009, the Parties entered into a new WDA (referred to as the "Original WDA"). In 2016, the Original WDA was amended by the Parties ("First Amendment"), whereby the Parties updated certain terms and extended the term through June 30, 2025. (The Original WDA and its corresponding First Amendment are referred to in this Second Amendment as the "Current WDA".)

In response to passage of several pieces of legislation that require significant reductions in the disposal of organic waste, and in light of the approaching expiration of the Current WDA, the County held two City Manager Summits in November 2024 proposing terms of a new WDA.

The Orange County City Manager Association ("OCCMA") has established a Committee ("OCCMA Committee") including representatives of cities and sanitary districts to review the terms of the proposed new WDA. The OCCMA Committee requested a 12-month extension of the Current WDA to allow for additional time to negotiate mutually agreeable terms for a new WDA, and obtain approval from the respective

governing bodies. The County is agreeable to OCCMA's requested extension to the Current WDA on terms as provided in this Second Amendment.

The City has determined that the execution of this Second Amendment by the City is in the best interest of the City and will serve the public health, safety, and welfare by continuing the waste disposal services historically provided under the Current WDA while the Parties: (1) engage in due diligence related to a new WDA, in order for the City to evaluate the cost/benefit of a new WDA, which is expected to include the City and OCCMA obtaining more comprehensive and detailed information on the County's plans for infrastructure expansion and improvements, the financial and operational conditions of the existing Waste Infrastructure System, and the components, timing, and procedures for future contract fee increases; and, (2) negotiate the terms and conditions of a new WDA.

The County has determined that the execution by the County of this Second Amendment will serve the public health, safety, and welfare by continuing to provide a stable, predictable, and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, while the Parties exchange information and conduct negotiations with the County goal of ensuring that any negotiated Contract Rate in the new WDA covers the full cost of operations and infrastructure O&M and development needed to ensure indemnification and regulatory compliance..

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

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

It is, therefore, agreed as follows:

1. Extended Term.

(a) Section 6.1 (A) of the Current WDA is deleted in its entirety and replaced with the following:

"Extended Term. This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2026 (the "Extended Term"), unless earlier terminated in accordance with its terms, in which event the Extended Term shall be deemed to have expired as of the date of such termination."

(b) Section 6.1 (B) is deleted in its entirety.

(c) Section 6.1 (C) of the Current WDA is deleted in its entirety and replaced with the following:

"Contract Rate Negotiations During Extended Term. If the Orange County City Manager Association's committee tasked with negotiating the terms of a successor to this Agreement with the County and recommending approval of the same to the Parties (the "Committee") and the County have not reached mutually agreeable terms of a successor to this Agreement including, but not limited to, proposed revisions to the Contract Rate, by September 30, 2025, the County shall, and it is expected that the Committee will provide, updates to all Participating Cities, and their respective governing bodies as may be deemed necessary, regarding the status of negotiations on a monthly basis until mutually agreeable terms are reached or the Extended Term expires."

In recommending any revisions to the Contract Rate, in addition to the circumstances described in Section 4.2(A), the Committee and County may take into consideration factors including, but not limited to, the following:

- (i) actual cost of operations;
- (ii) population growth;
- (iii) increase or decrease in available tonnage;
- (iv) economic and disposal market conditions in the Southern California region;
- (v) changes in transportation and technology;
- (vi) changes in transportation costs;
- (vii) closure and expansion of nearby landfills;
- (viii) capacity of the Disposal System;
- (ix) long-term infrastructure needs; and
- (x) available reserves which are in excess of the amount reasonably required as reserves.

(d) Appendix 2 of the Current WDA is deleted in its entirety and replaced with the following:

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

<i>Fiscal Year</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
FY 2025-26	3,166,659	3,166,659

2. Contract Rate.

(a) The first paragraph of Section 4.2(A) of the Current WDA is deleted in its entirety and replaced with the following:

“(A) Establishment of Contract Rate. During the Extended Term, the Contract Rate payable by each Franchise Hauler shall be \$43.76 per ton, contingent on the delivery to the Disposal System of an amount of Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2, subsections (i) through (z).”

Note: Subsections (i) through (z) found in the Current WDA remain unchanged.

3. Effectiveness of Second Amendment.

The provisions of this Second Amendment shall not become effective unless and until this Second Amendment has been executed by the County and all of the Participating Cities, and shall become effective once that occurs.

4. Representations and Warranties of the Parties.

Each of the parties to this Second Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and that it has duly authorized the execution and delivery of this Second Amendment to each other party.

5. Remaining Terms.

All other terms and conditions of the Current WDA not specifically changed by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Second Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

County of Orange

City of La Palma

By _____
Director, OC Waste & Recycling

By _____
Michael Egan, Interim City Manager

Date _____

Date _____

Approved as to Form

Approved as to Form

By _____
County Counsel

By _____
Ajit Thind, City Attorney

Date _____

Date _____

City of La Palma

Agenda Item No. 12



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development & Public Works Director
Douglas Benash, City Engineer

AGENDA TITLE: Adopt a Resolution Identifying the Road Repair and Accountability Act List (SB 1) of Projects for Fiscal Year 2025-26

RECOMMENDED ACTION:

It is recommended that the City Council adopt a resolution to identify a list of projects to be funded by Senate Bill 1 (SB 1), The Road Repair and Accountability Act, for Fiscal Year 2025-26.

SUMMARY:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017 to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system. SB 1 increased per gallon fuel excise taxes; increased diesel fuel sales taxes, vehicle registration fees, and provides for inflationary adjustments to tax rates in future years. SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. As such, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. Cities and counties receiving RMRA funds must also adopt a list of all projects proposed to receive funding, including a description and location of the proposed projects.

In prior years, the City of La Palma (City) allocated funding to ensure its residential and arterial streets were maintained to the highest standards. This resulted in the City receiving an excellent Pavement Condition Index rating of 90+ seven (7) years ago. Currently, the City's PCI for both residential and arterial roadways is 85+ due to a 1 point plus or minus of annual degradation each year of the pavement surface. As such, the law provides that the City may spend its apportionment of funds on transportation priorities other than the primary priorities outlined in the law if the City's average Pavement Condition Index (PCI) meets or exceeds 80. The Public Works Department intends to list all the City's road projects for FY 2025-26, including street medians, allowing flexibility for how the City utilizes its SB1 funding. The projects identified are as follows:

- \$2,500,000: Arterial Median Rehabilitation (City Wide)
- \$150,000: Residential Pavement Zone 4 (Area west of Walker, east of Moody, south of Houston, north of SCE ROW)

- \$200,000: Residential Pavement Zone 7 (East of Moody, west of Walker, South of SCE ROW, north of Moody Creek)
- \$1,140,000: Del Amo Bridge (Design, Engineering, & Environmental)
- \$200,000: Thermal-plastic Striping (Citywide)
- \$200,000: La Palma Avenue Slurry Seal (East City Limits to West City Limits)

Upon City Council approval of the attached Resolution, staff will upload the project list to the required site by July 1, 2025.

FISCAL IMPACT:

The City has received SB1 funds from FY 2017-18, which are held in a special revenue account and utilized for roadway projects. It is expected that the City will receive approximately \$408,000 in RMRA funds for FY 2025-26. RMRA funds will be allocated to one or more of the projects above as part of the Capital Improvement Budget for FY 2025-26, including any carried-over projects and funds from the current fiscal year.

ATTACHMENTS:

1. SB 1 RMRA Resolution FY 25-26

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA
PALMA, CALIFORNIA, APPROVING THE LIST OF STREET-
IMPROVEMENT PROJECTS TO BE FUNDED BY SB1**

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

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

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

WHEREAS, the City will receive an estimated \$408,000 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

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

WHEREAS, the City has undergone a robust public process to ensure public input into the community's transportation priorities, the project list during annual budget meetings; and

WHEREAS, the City used its Arterial and Residential Pavement Management Plans to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects to meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate at least one major arterial street in the City this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in excellent condition and this

revenue will help us improve the overall quality of our road system and over the next decade ensure our streets and roads maintain their excellent condition; and

WHEREAS, the SB 1 project list and overall investment in the City's local streets and roads infrastructure will provide a focus on basic maintenance and safety for street infrastructure by using cutting-edge technology, materials, and practices, SB 1 funding will have significant and positive benefits for the City of La Palma.

NOW, THEREFORE, The City Council of the City of La Palma does hereby resolve as follows:

SECTION 1. The Fiscal Year 2025-26 authorized budget will incorporate the following list of projects to be partially funded with Road Maintenance and Rehabilitation Account revenues:

Project:	Arterial Street Medians – Citywide Rehabilitation including curb repairs, tree and landscape removal, irrigation, hard and soft scape installation, Estimated Cost \$2,500,000
Estimated Useful Life:	15 - 20 Years
Estimated Completion:	July 2025

Project:	Residential Pavement Zone 4 Rehabilitation including crack sealing, dig-outs, and slurry seal, Estimated Cost \$150,000
Estimated Useful Life:	7 - 10 Years
Estimated Completion:	Spring 2025

Project:	Residential Pavement Zone 7 Rehabilitation including crack sealing, dig-outs, and slurry seal
Estimated Useful Life:	7 - 10 Years
Estimated Completion:	Summer 2025

Project:	Thermal-Plastic Striping (Citywide)
Estimated Useful Life:	5-7 Years
Estimated Completion:	December 2025

Project:	Del Amo Bridge (Design, Engineering, & Environmental)
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Estimated Useful Life:	30 – 50 Years
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Estimated Completion:	June 2026
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Project:	La Palma Avenue Slurry Seal (East City Limits to West City Limits)
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	Maintenance including crack sealing, dig-outs, and slurry seal
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Estimated Useful Life:	7 – 10 Years
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Estimated Completion:	Summer 2025
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SECTION 2. The City Manager, for the purpose of administrative necessity in implementing the budget, shall have the authority to transfer monies to the appropriate item, account, program, or fund to cover expenditures that have been approved by the City Council, except where such transfer is expressly prohibited in a resolution or ordinance approved by the City Council, such as utility replacement funds.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of May, 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 6th day of May, 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 13



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development & Public Works Director
Julie Herrera, Management Analyst

AGENDA TITLE: Notification of Rate Adjustment for Waste and Recycling Services

RECOMMENDED ACTION:

It is recommended that the City Council receive and file the report regarding the rate adjustment for residential and commercial waste and recycling services, effective July 1, 2025.

BACKGROUND:

The City of La Palma has partnered with EDCO (doing business as Park Waste and Recycling) since 1970, to provide City residents and businesses integrated waste and recycling services. In 1997, the City approved a comprehensive Solid Waste Handling Services Agreement for trash and recycling collection, street sweeping, and utility billing for the City's water and sewer accounts. This Agreement provided that the City would regulate the trash rate set by EDCO (which include service delivery, including labor, trucks, fuel, and insurance and street sweeping services) and prohibited any increases to the rates (that exceed the Consumer Price Index (CPI). Additionally, the processing rates which provide for trash, recycling, green waste diversion and landfill fees, undergo a biennial evaluation to calculate the costs of actual services to determine if increases should occur. Under this agreement, EDCO must notify the City of any rate adjustment 45 days in advance of an increase.

SUMMARY:

On April 15, 2025, EDCO provided the City notice (Attachment 1) of a rate adjustment beginning July 1, 2025, equating to an increase of \$0.60 per month for basic residential service (Attachment 2), and \$3.30 per month for commercial and multi-family bin customers (Attachment 3) for a three-cubic yard bin serviced one time per week. The increases align with the Consumer Price Index (CPI) for the periods ending December 31, 2023, and December 31, 2024, resulting in a change of 3.42% (Attachment 4). In addition to the inflation rate reflected by the CPI, the Orange County landfill rates will be increasing by 2.6%, beginning July 1, 2025.

As indicated in the table below, sanitation rates have historically increased each year:

YEAR	2019	2021	2022	2023	2024	2025 Proposed
Residential Rate						
Contractor Component	\$14.03	\$14.65	\$15.61	\$16.38	\$16.95	\$17.53
Processing Component	\$4.85	\$6.04	\$8.00	\$8.48	\$8.77	\$8.79
Total	\$18.88	\$22.17	\$23.61	\$24.86	\$25.72	\$26.32
Commercial Rate (3-cy bin)						
Contractor Component	\$98.29	\$102.67	\$109.41	\$114.80	\$118.78	\$122.84
Processing Component	\$43.40	\$40.57	\$43.16	\$45.99	\$47.53	\$46.77
Total	\$140.69	\$143.24	\$152.57	\$160.79	\$166.31	\$169.61

The City receives franchise fees equal to 10% of the contractor's annual gross receipts, excluding the processing component resulting from residential and commercial solid waste handling services. The City receives 5% of the contractor's annual gross receipts arising from temporary roll-off services. Revenue received in Fiscal Year 2023-24 resulted in \$196,600, and is anticipated to be similar for Fiscal Year 2024-25.

FISCAL IMPACT:

The proposed budget for Fiscal Year 2025-26 will include a revenue of \$165,000. Given previous revenue figures and the Consumer Price Index (CPI) adjustment outlined in the franchise agreement, a modest increase in revenue is anticipated.

ATTACHMENTS:

1. 2025 Rate Adjustment Letter
2. La Palma 2025 Rate Adjustment
3. La Palma 2025 Rate Adjustment - Commercial
4. La Palma 2025 Rate Adjustment - CPI



Mr. Conal McNamara
City Manager
City of La Palma
7822 Walker Street
La Palma, CA. 90623

April 15, 2025

Dear Mr. McNamara,

We at *family owned and operated* EDCO want to once again thank the City of La Palma for allowing EDCO to provide waste and recycling services to the community.

As you well know, we continue to do our best to be recognized as a true community partner while working to meet all required mandated goals of the most recent diverse and stringent SB 1383. It has and will always be our primary goal to provide superior customer service in the safest, most efficient manner possible.

We truly enjoy and respect working with your staff and will continue our dedication to providing all EDCO customers with the best, most reliable and efficient weekly service in the industry.

With this in mind, we have attached documentation to support a proposed rate adjustment effective July 1st, 2025.

In short, the net effect of the CPI driven formula is 2.54% or \$.60 per month for basic residential service. For commercial and multifamily bin customers, the net effect of the formula is 1.98% or \$3.30 per month for a three cubic yard bin serviced one time per week.

As we all continue to adhere to changes and strive to meet or exceed the requirements of SB 1383, we will continue to do our best to enhance the quality of life in the City of La Palma. Our presence within the city is important to us and the main reason for our involvement with many of the charitable and city events.

If any additional information pertaining to this submittal or any aspect of our services is needed, please feel free to contact me directly at (562) 520-2977.

Thank you for allowing EDCO to be of service!

Sincerely,

Mark Perumean

Mark Perumean
General Manager

Cc: Ms. Belinda Deines, Public Works Director.
Ms. Julie Herrera, Management Analyst.

“We’ll Take Care of It”

P.O. Box 398 • Buena Park, California 90621

(562) 597-0608 • Fax: (714) 522-8429 • www.edcodisposal.com • Printed on Recycled Paper

<u>City of La Palma</u>	Current Rates			Proposed Rates			\$ Change	% Change	
<u>July 1st 2025 Rate Adjustment</u>	7/1/2024			7/1/2025			2024-25	2024-25	
<u>Residential Rate</u>	CPI %			CPI %					
Contractor Rate	3.47%	\$	10.71	3.42%	\$	11.08	\$	0.37	
Billing Charge		\$	1.83		\$	1.89	\$	0.06	
Automated Greenwaste Service 2017		\$	2.39		\$	2.47	\$	0.08	
Street Sweeping,City Tons, AB939		\$	2.02		\$	2.09	\$	0.07	
Total Service Rate	3.48%	\$	16.95	3.42%	\$	17.53	\$	0.58	3.42%
Lbs Per Home/Week - Greenwaste	19.34			19.34					
Greenwaste processing rate	\$ 109.92	\$	4.61	\$ 113.68	\$	4.76	\$	0.15	3.54%
Lbs Per Home/Week - Landfill + Transfer	34.61			34.61					
Trash Disposal rate	\$ 55.50	\$	4.16	\$ 53.79	\$	4.03	\$	(0.13)	-3.46%
Gross Rate to Customer		\$	25.72		\$	26.32	\$	0.60	2.54%
Net Rate to Park Disposal		\$	24.26		\$	24.81			
<u>Commercial Rate - 3 cy</u>	<u>2024</u>			<u>2025</u>			\$ Change	% Change	
							2024-25	2024-25	
	Contractor Rate	3.47%	\$ 85.06	3.42%	\$ 87.97	\$	2.91	3.42%	
	Street Sweeping,City Tons, AB939	3.47%	\$ 33.72	3.42%	\$ 34.87	\$	1.15	3.41%	
Lbs Per Cu. Yd.	101.58			101.58					
Disposal Charge	\$ 55.50	\$ 36.64	\$ 53.79	\$ 35.51	\$	(1.13)	-3.08%		
Provide 1 96 Gallon Recycle Cart X 1 week to all commercial accounts	3.47%	\$ 10.89	3.42%	\$ 11.26	\$	0.37	3.40%		
Gross to Customer		\$ 166.31		\$ 169.61	\$	3.30	1.98%		
Net to Park Disposal		\$ 154.43		\$ 157.33					

<u>City of La Palma</u>	Current Rates	Proposed Rates	\$ Change	% Change
<u>July 1st 2025 Rate Adjustment</u>	7/1/2024	7/1/2025	2024-25	2024-25
<u>Roll-Off Rate - Temporary</u>	<u>2024</u>	<u>2025</u>	<u>\$ Change</u>	<u>% Change</u>
			2024-25	2024-25
Contractor Rate	3.47% \$ 240.70	3.42% \$ 248.94	\$ 8.24	3.42%
Street Sweeping,City Tons, AB939	\$ 65.91	\$ 68.17	\$ 2.26	3.43%
Gross To Customer	\$ 306.61	\$ 317.11	\$ 10.50	3.42%
Net to Park Disposal	\$ 275.95	\$ 285.40		
<u>Compactor Rate</u>	<u>2024</u>	<u>2025</u>	<u>\$ Change</u>	<u>% Change</u>
			2024-25	2024-25
Contractor Rate	3.47% \$ 311.49	3.42% \$ 322.16	\$ 10.67	3.43%
Street Sweeping,City Tons, AB939	\$ 85.32	\$ 88.24	\$ 2.92	3.42%
Gross To Customer	396.81	410.40	\$ 13.59	3.42%
Net to Park Disposal	\$ 357.13	\$ 369.36		
<u>Commercial Rate - 4 cy</u>	<u>2024</u>	<u>2025</u>		
Contractor Rate	3.47% \$ 113.42	3.42% \$ 117.30	\$ 3.88	3.42%
Street Sweeping,City Tons, AB939	\$ 45.01	\$ 46.55	\$ 1.54	3.42%
Lbs Per Cu. Yd.	101.58	101.58		
Disposal Charge	\$ 55.50 \$ 48.85	\$ 53.79 \$ 47.35	\$ (1.50)	-3.07%
Provide 1 96 Gallon Recycle Cart X 1 week to all commercial accounts	3.47% \$ 14.48	3.42% \$ 14.98	\$ 0.50	3.45%
Defer portion of 2015 adjustment until 2020	\$ -	\$ -	\$ -	
Gross to Customer	\$ 221.76	\$ 226.18	\$ 4.42	2.17%
Net to Park Disposal	\$ 199.58	\$ 203.56		

City of La Palma**Commercial Comingled Organics****Current Rates****7/1/2024**

<u>1st Bin - Disposal</u>		<u>Frequency</u>			<u>Extra</u>	<u>Additional</u>
<u>Size</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>	<u>Bin X1wk</u>
Cart (65 gl)	Service	\$ 78.27	\$ 156.54	\$ 234.82	\$ 31.31	\$ 70.45
Cart (65 gl)	Disposal	\$ 19.88	\$ 39.76	\$ 59.65	\$ 7.95	\$ 17.89
Cart (65 gl)	Total	\$ 98.15	\$ 196.30	\$ 294.47	\$ 39.26	\$ 88.34
Cart (96 gl)	Service	\$ 79.37	\$ 158.74	\$ 238.12	\$ 31.75	\$ 71.44
Cart (96 gl)	Disposal	\$ 30.23	\$ 60.49	\$ 90.72	\$ 12.10	\$ 27.21
Cart (96 gl)	Total	\$ 109.60	\$ 219.23	\$ 328.84	\$ 43.85	\$ 98.65
2 CY	Service	\$ 85.99	\$ 171.98	\$ 257.96	\$ 34.41	\$ 77.38
2 CY	Disposal	\$ 120.96	\$ 241.92	\$ 362.89	\$ 48.39	\$ 108.87
2 CY	Total	\$ 206.95	\$ 413.90	\$ 620.85	\$ 82.80	\$ 186.25

City of La Palma**Commercial Comingled Organics****Proposed Rates****7/1/2025**CPI: **3.42%**

<u>1st Bin - Disposal</u>		<u>Frequency</u>			<u>Extra</u>	<u>Additional</u>
<u>Size</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>	<u>Bin X1wk</u>
Cart (65 gl)	Service	\$ 80.95	\$ 161.90	\$ 242.86	\$ 32.38	\$ 72.86
Cart (65 gl)	Disposal	\$ 20.56	\$ 41.12	\$ 61.69	\$ 8.22	\$ 18.50
Cart (65 gl)	Total	\$101.51	\$203.02	\$304.55	\$ 40.60	\$ 91.36
Cart (96 gl)	Service	\$ 82.09	\$ 164.18	\$ 246.27	\$ 32.84	\$ 73.89
Cart (96 gl)	Disposal	\$ 31.27	\$ 62.56	\$ 93.83	\$ 12.51	\$ 28.14
Cart (96 gl)	Total	\$113.36	\$226.74	\$340.10	\$ 45.35	\$ 102.03
2 CY	Service	\$ 88.93	\$ 177.87	\$ 266.79	\$ 35.59	\$ 80.03
2 CY	Disposal	\$ 125.10	\$ 250.20	\$ 375.32	\$ 50.05	\$ 112.60
2 CY	Total	\$214.03	\$428.07	\$642.11	\$ 85.64	\$ 192.63

City of La Palma
Commercial Comingled Recycling

		<u>Current Rates</u>				<u>7/1/2024</u>
<u>Size</u>		<u>Frequency</u>			<u>Extra</u>	
		<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>	
Cart (96 gl)	Total	\$ 48.74	\$ 97.46	\$ 146.20	\$ 24.37	
3 CY	Total	\$ 97.46	\$ 194.93	\$ 292.40	\$ 48.74	

Commercial Comingled Recycling

Proposed Rates

7/1/2025

CPI: 3.42%

<u>Size</u>		<u>Frequency</u>			<u>Extra</u>	
		<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>	
Cart (96 gl)	Total	\$ 50.41	\$ 100.80	\$ 151.21	\$ 25.20	
3 CY	Total	\$ 100.80	\$ 201.60	\$ 302.41	\$ 50.41	

Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURS49ASAO

Not Seasonally Adjusted

Series All items in Los Angeles-Long Beach-Anaheim, CA,
Title: all urban consumers, not seasonally adjusted
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base 1982-84=100
Period:
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591	317.571	317.873	320.089	320.514	322.055	321.931	324.050	324.984	324.545	323.341	323.456	321.583	319.449	323.718
2024	326.640	328.232	330.671	332.572	332.956	332.357	332.928	333.359	334.123	334.242	333.718	334.531	332.194	330.571	333.817
2025	337.508														
Index Change												11.075			
% Change												3.42%			

City of La Palma

Agenda Item No. 14



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager

AGENDA TITLE: Adoption of 2025 City Council Goals and Objectives

RECOMMENDED ACTION:

It is recommended that the City Council approve and adopt the 2025 Goals and Objectives.

BACKGROUND:

On February 3, 2025, the City Council held a special meeting for Goal Setting Facilitation. During the open session portion of the meeting, the City Council received a presentation regarding the Council/Manager form of government and governance best practices, which included the following topics: a) building a highly effective team, b) roles and responsibilities in a municipal organization and d) Vision, Mission, and Values paradigm. The meeting also allowed the City Council to evaluate the City Manager's performance in closed session.

In advance of the special meeting, a facilitator met individually with each member of the City Council to solicit ideas for new goals for the coming year. At the special meeting, the City Council received a presentation from the facilitators, including ideas for new goals and objectives provided by all City Council members. The City Council reviewed all the ideas submitted, provided comments, and sought clarification. At the conclusion of the special meeting, the City Council requested that the goals and objectives for 2025 be brought to a regular City Council meeting for formal adoption (Attachment 1).

SUMMARY:

At the February 3, 2025, Special Council meeting, the following goals and objectives were discussed by the City Council. Included are some multi-year goals & objectives from the 2024 goal setting meeting.

Goal 1: Model municipal management excellence, fiscal discipline, and financial stewardship.

- Continue efforts to ensure succession planning throughout the organization.
- Implement and document standard operating procedures (SOP) for fiscal practices to ensure ongoing financial stability and stewardship.
- Continue to promote community engagement through avenues such as town hall meetings, a community survey, and/or miscellaneous outreach while exploring expansion of the City's

YouTube channel for streaming meetings and events. (Added new elements from the 2024 objective)

- Initiate a comprehensive Citywide rebranding process, including new monuments, street signs, and an updated branding strategy, with guidance from the Ad Hoc Committee on project scope and cost analysis. (New objective for 2025)
- Enhance the City's brand identity and image through initiatives such as updating signage and other visual elements to reflect a cohesive and modern aesthetic.

Goal 2: Maintain the City's low crime rate through continued investment in public safety best practices.

(There were no specific objectives identified by the City Council but objectives could be identified during the budget process).

Goal 3: Encourage business attraction, retention, and workforce development opportunities through a proactive Economic Development strategy.

- Develop and communicate clear, actionable goals for the Business Engagement Ad Hoc Committee on an annual basis to guide their focus and measure progress to attract and retain businesses.
- Foster synergy between the Business Engagement Ad Hoc Committee and the Economic Development Ad Hoc Committee to streamline efforts in attracting and retaining businesses.
- Continue the efforts of the Economic Development Ad Hoc Committee to enhance engagement with land and property owners in commercial and industrial areas to reassess land designations and zoning regulations, thereby optimizing opportunities for business attraction and retention.

Goal 4: Create and maintain City assets, infrastructure, and neighborhoods to demonstrate municipal pride of ownership.

- Enhance the aesthetics, functionality, and economic viability of shopping centers through capital improvements, code enforcement, and strategic planning to align with community expectations and strengthen fiscal stability. (New objective for 2025)
- Establish a neighborhood preservation ordinance (multi-year objective):
 - Residential Rentals
 - Sale of Properties
 - Ensuring Fees are Received to Cover Costs
 - Integrating with Code Enforcement
 - Review Rental Inspection Programs from Other Jurisdictions (e.g. Santa Ana)
 - Council to Ultimately Define Strictness of the Program
 - Ensure Continuity with Short-Term Rental Ordinance
- Prioritize and expedite water treatment upgrades to address the issue of brown water manganese in the water supply system, ensuring water quality and public health.
- Conduct a feasibility study for a community garden, including potential locations, costs, and public interest, with consideration for a farmer's market element. (New objective for 2025)
- Explore solar feasibility at City facilities.

Goal 5: Provide residents and visitors of all ages with community events that encourage citizen involvement, foster human development, promote physical and mental health, and strengthen community through people, parks, and programs.

- Ensure that all programs and services for the City's senior and veteran populations are well-publicized, accessible, and adequately funded through enhanced outreach and investment in existing events. (New objective for 2025)
- Explore increasing passive and active recreation space.
- Develop a City event focused on bringing together families and youth.
- Enhance and improve City/school relationship with all 5 of La Palma's schools.
- Incorporate mental and physical wellness activities into City events.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the 2024 Goals. However, individual goals may have a fiscal impact which will be identified when brought forward for City Council action.

ATTACHMENTS:

1. 2025 Goals and Objectives



CITY OF
LA PALMA
CITY OF VISION

CITY COUNCIL GOALS & OBJECTIVES 2025 - 26

Vision

Pioneering Tomorrow's Success;
Building Community and Creating Prosperity



Goal 1: Model municipal management excellence, fiscal discipline, and financial stewardship.

- Continue efforts to ensure succession planning throughout the organization.
- Implement and document standard operating procedures (SOP) for fiscal practices to ensure ongoing financial stability and stewardship.
- Continue to promote community engagement through avenues such as town hall meetings, a community survey, and/or miscellaneous outreach while exploring expansion of the City's YouTube channel for streaming meetings and events.
- Initiate a comprehensive Citywide rebranding process, including new monuments, street signs, and an updated branding strategy, with guidance from the Ad Hoc Committee on project scope and cost analysis.
- Enhance the City's brand identity and image through initiatives such as updating signage and other visual elements to reflect a cohesive and modern aesthetic.

Goal 2: Maintain the City's low crime rate through continued investment in public safety best practices.

- (There were no specific objectives identified by the City Council but objectives could be identified during the budget process).

Goal 3: Encourage business attraction, retention, and workforce development opportunities through a proactive Economic Development strategy.

- Develop and communicate clear, actionable goals for the Business Engagement Ad Hoc Committee on an annual basis to guide their focus and measure progress to attract and retain businesses.
- Foster synergy between the Business Engagement Ad Hoc Committee and the Economic Development Ad Hoc Committee to streamline efforts in attracting and retaining businesses.
- Continue the efforts of the Economic Development Ad Hoc Committee to enhance engagement with land and property owners in commercial and industrial areas to reassess land designations and zoning regulations, thereby optimizing opportunities for business attraction and retention.



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Goal 4: Create and maintain City assets, infrastructure, and neighborhoods to demonstrate municipal pride of ownership.

- Enhance the aesthetics, functionality, and economic viability of shopping centers through capital improvements, code enforcement, and strategic planning to align with community expectations and strengthen fiscal stability.
- Establish a neighborhood preservation ordinance (multi-year objective):
 - Residential Rentals
 - Sale of Properties
 - Ensuring Fees are Received to Cover Costs
 - Integrating with Code Enforcement
 - Review Rental Inspection Programs from Other Jurisdictions (e.g. Santa Ana)
 - Council to Ultimately Define Strictness of the Program
 - Ensure Continuity with Short Term Rental Ordinance
- Prioritize and expedite water treatment upgrades to address the issue of brown water manganese in the water supply system, ensuring water quality and public health.
- Conduct a feasibility study for a community garden, including potential locations, costs, and public interest, with consideration for a farmers market element.
- Explore solar feasibility at City facilities.

Goal 5: Provide residents and visitors of all ages with community events that encourage citizen involvement, foster human development, promote physical and mental health, and strengthen community through people, parks, and programs.

- Ensure that all programs and services for the City's senior and veteran populations are well-publicized, accessible, and adequately funded through enhanced outreach and investment in existing events.
- Explore increasing passive and active recreation space.
- Develop a City event focused on bringing together families and youth.
- Enhance and improve City/school relationship with all 5 of La Palma's schools.
- Incorporate mental and physical wellness activities into City events.



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City of La Palma

Agenda Item No. 15



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Ratification of Labor Agreements and Updated Management Resolution

RECOMMENDED ACTION:

It is recommended that the City Council take the following actions:

1. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association;
2. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association;
3. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma Police Association; and
4. Adopt a Resolution approving the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Executive Management Employees.

BACKGROUND:

The City has three recognized employee bargaining units: the La Palma General Employees Association (LPGEA), the La Palma Professional Employees Association (LPPEA), and the La Palma Police Association (LPPA). Each of these groups is represented by a Memorandum of Understanding (MOU) that outlines the terms and conditions of employment, including wages, benefits, and other employment-related matters. All current MOUs for these employee groups are set to expire on June 30, 2025. In addition to these bargaining units, the City also employs Executive Management employees who are not represented by a union and are considered “at will” employees. Their compensation, benefits, and terms of employment are established by a City Council-adopted Resolution rather than through a collectively bargained MOU.

SUMMARY:

The City initiated the labor negotiation process in January 2025 to develop new agreements effective

July 1, 2025. Negotiations were conducted in accordance with the Meyers-Milias-Brown Act, and the City has successfully reached tentative agreements with all employee bargaining units. In parallel, an updated Executive Management Resolution is being presented for City Council consideration to align with the terms negotiated with represented groups. The following summarizes the key changes included in the proposed contract and resolution updates:

La Palma General Employees Association

- Term of MOU: July 1, 2025 to June 30, 2028.
- Compensation: Year 1 – 5.0% increase, Year 2 – 4.0% increase, and Year 3 – 4.0% increase.
- Increase in medical plan premiums as follows:
 - Employee only: additional \$101 per month
 - Employee + one: additional \$400 per month
 - Employee + two or more: \$500 per month
- Increase vision reimbursement by \$100 annually, bringing the total to \$400 per year.
- Adjust holiday and winter closure hours to accurately reflect the City's standard work schedule of 10 hours per day, 40 hours per week. Previously, the City only provided 9 hours of holiday pay, requiring staff to use 1 hour of paid time off to cover each holiday.
- Adjust bereavement leave to accurately reflect the City's standard work schedule.
- Increase in boot allowance by \$150 per year, totaling \$300 per year.
- Remove the requirement to use 40 hours of vacation before becoming eligible for the vacation cash-out option.
- Reinstated a position classification to support potential future succession planning.
- Add a reopener clause to evaluate potential changes to the timing of employee leave benefit payments, with the goal of mitigating unintended tax implications under IRS constructive receipt rules.
- Reassign the Administrative Secretary position from the La Palma General Employees Association to the La Palma Police Association bargaining unit.
- Remove the reopener clause that allowed for future negotiations related to updates to the Family and Medical Leave Act (FMLA) policy.
- Minor technical language modifications have been made throughout the MOU for ease of administration and/or clarification.

La Palma Professional Employees Association

- Term of MOU: July 1, 2025 to June 30, 2028.
- Compensation: Year 1 – 5.0% increase, Year 2 – 4.0% increase, and Year 3 – 4.0% increase.

- Increase in medical plan premiums as follows:
 - Employee only: additional \$101 per month
 - Employee + one: additional \$400 per month
 - Employee + two or more: \$500 per month
- Increase vision reimbursement by \$100 annually, bringing the total to \$400 per year.
- Adjust holiday and winter closure hours to accurately reflect the City's standard work schedule of 10 hours per day, 40 hours per week. Previously, the City only provided 9 hours of holiday pay, requiring staff to use 1 hour of paid time off to cover each holiday.
- Adjust bereavement leave to accurately reflect the City's standard work schedule.
- Increase the annual sick leave cash-out option from 40 hours to 50 hours to align with other bargaining units.
- Remove the requirement to use 40 hours of vacation before becoming eligible for the vacation cash-out option.
- Add a reopener clause to evaluate potential changes to the timing of employee leave benefit payments, with the goal of mitigating unintended tax implications under IRS constructive receipt rules.
- Remove the reopener clause that allowed for future negotiations related to updates to the Family and Medical Leave Act (FMLA) policy.
- Minor technical language modifications have been made throughout the MOU for ease of administration and/or clarification.

La Palma Police Association

- Term of MOU: July 1, 2025 to June 30, 2028.
- Compensation: Year 1 – 5.0% increase, Year 2 – 4.0% increase, and Year 3 – 4.0% increase.
- Increase in medical plan premiums as follows:
 - Employee only: additional \$101 per month
 - Employee + one: additional \$400 per month
 - Employee + two or more: \$500 per month
- Increase vision reimbursement by \$100 annually, bringing the total to \$400 per year.
- Adjust holiday and winter closure hours to accurately reflect the City's standard work schedule of 10 hours per day, 40 hours per week.
- Adjust bereavement leave to accurately reflect the City's standard work schedule.
- Update the overtime calculation method to reflect a 28-day work period, with overtime eligibility beginning after 160 hours of actual work performed within that period.

- Establishes annual longevity pay for Police Officers, Police Sergeants, and Police Dispatchers based on continuous full-time service with the La Palma Police Department. Eligible employees will receive \$5,000 annually upon reaching 10 years of service, \$7,500 annually at 15 years, and \$10,000 annually at 20 years. Payments are issued each year in the pay period following the employee's qualifying anniversary date, contingent on the employee being in active status.
- Reassign the Administrative Secretary position to the La Palma Police Association bargaining unit from the La Palma General Employees Association and retitling the position to "Executive Assistant to the Chief of Police".
- Add Dr. Martin Luther King, Jr. Day as a paid holiday for sworn employees to ensure consistency with the holiday schedule provided to non-sworn employees.
- Remove the requirement to use 24 hours of vacation before becoming eligible for the vacation cash-out option.
- Add a reopener clause to evaluate potential changes to the timing of employee leave benefit payments, with the goal of mitigating unintended tax implications under IRS constructive receipt rules.
- Remove the reopener clause that allowed for future negotiations related to updates to the Family and Medical Leave Act (FMLA) policy.
- Minor technical language modifications have been made throughout the MOU for ease of administration and/or clarification.

Executive Management

- Term of MOU: July 1, 2025 to June 30, 2028.
- Compensation: Year 1 – 5.0% increase, Year 2 – 4.0% increase, and Year 3 – 4.0% increase.
- Increase in medical plan premiums as follows:
 - Employee only: additional \$101 per month
 - Employee + one: additional \$400 per month
 - Employee + two or more: \$500 per month
- Increase vision reimbursement by \$100 annually, bringing the total to \$400 per year.
- Adjust holiday and winter closure hours to accurately reflect the City's standard work schedule of 10 hours per day, 40 hours per week. Previously, the City only provided 9 hours of holiday pay, requiring staff to use 1 hour of paid time off to cover each holiday.
- Adjust bereavement leave to accurately reflect the City's standard work schedule.
- Reinstated a position classification to support potential future succession planning.
- Minor technical language modifications have been made throughout for ease of administration and/or clarification.

FISCAL IMPACT

The overall cost of the MOU's is an increase of 15.7% with base salary increases over the three years being 5%, 4%, and 4% or \$1,323,500. All agreements are effective July 1, 2025, and costs will be incorporated into affected future budgets. The total cost for the new agreements is as follows:

	FY2025-26	FY 2026-27	FY 2027-28	TOTALS
LPGEA Employees	\$ 61,600	\$ 62,700	\$ 63,200	\$ 187,500
LPPEA Employees	\$ 39,200	\$ 52,200	\$ 50,100	\$ 141,500
LPPA Employees	\$ 183,900	\$ 223,100	\$ 212,900	\$ 619,900
Management Employees	\$ 110,600	\$ 132,800	\$ 131,200	\$ 374,600
TOTALS	\$ 395,300	\$ 470,800	\$ 457,400	\$ 1,323,500

ATTACHMENTS:

1. Resolution approving LPGEA Memorandum of Understanding
2. Resolution approving LPPEA Memorandum of Understanding
3. Resolution approving LPPA Memorandum of Understanding
4. Executive Management Resolution

RESOLUTION NO. 2025-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LA PALMA ADOPTING THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF LA
PALMA AND THE LA PALMA GENERAL
EMPLOYEES ASSOCIATION**

WHEREAS, the City of La Palma (City) and the La Palma General Employees Association (LPGEA), have met and conferred in good faith; and

WHEREAS, the City and the LPGEA have reached agreement; and

WHEREAS, the attached Memorandum of Understanding embodies those terms and conditions upon which agreement was reached; and

WHEREAS, the Interim City Manager and President of LPGEA have signed the Memorandum of Understanding for the period of July 1, 2025 to June 30, 2028.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Palma hereby approves the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association, for the contract period of July 1, 2025, to June 30, 2028.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th of May 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 6th day of May 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2025 – June 30, 2028

City of La Palma

and

La Palma General Employees Association

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ARTICLE I

TERM OF AGREEMENT

This Memorandum of Understanding ("Memorandum") is made by and between the City of La Palma and the La Palma General Employees Association (LPGEA) and shall be in effect from July 1, 2025 through June 30, 2028.

ARTICLE II

RECOGNITION

Pursuant to the Employees Resolution of the City, and California Government Code Sections 3500-3510, the City hereby recognizes the La Palma General Employees' Association as the majority representative of the full-time employees who are members of the Association, which includes employees in all general classifications as follows:

- Account Clerk
- Accounting Technician (Confidential)
- Administrative Assistant
- Code Enforcement/Business License Officer
- Custodian
- Engineering Technician
- Human Resources Specialist (Confidential)
- Lead Maintenance Worker
- Lead Utility Operator
- Maintenance Worker
- Management Assistant
- Recreation Coordinator
- Water Service Worker I
- Water Service Worker II

An employee who is regularly scheduled to work 40 hours per week is considered to be full time.

The parties agree that any job description or classification that the City proposes to add, delete, or change in the bargaining unit is subject to the meet and confer process.

ARTICLE III

COMPENSATION

SECTION 1. The basic compensation plan for all full-time employees of the City of La Palma who are now employed, or in the future will be employed, in any of the categories of employment represented by the Unit is set forth in Article II. The plan will encompass employee obligations and privileges with recognition of faithful and efficient service.

SECTION 2. CATEGORIES OF EMPLOYMENT

Regular Full-Time - Positions with characteristics requiring full-time employment of 40 hours per workweek.

SECTION 3. 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 his or her 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 satisfactory 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 an employee's initial six months of satisfactory service in the classification, if the employee is hired at A, as determined by the Department Head.

Advancement to the next step at the completion of an employee's initial twelve months of satisfactory service in the classification, if the employee is hired at A, as determined by the Department Head.

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 Department Head.

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 Department Head.

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 her/his 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. Promotion or Advancement in Rate of Compensation. When an employee is promoted from the employment in one class to the employment in a class assigned a higher range, advancement shall be to the lowest step in such higher range, which will provide not less than a five percent (5%) increase in compensation unless the top step in such range provides less than a five percent (5%) increase. Additional compensation being received because of special assignment shall not be considered in determining to which step an employee is advanced.

E. Reassignment of Compensation Ranges. Any employee who is employed in a classification which is reassigned to a different salary range from that previously assigned shall be retained at the salary step in the new range closest to the salary amount they had previously, but not lower, and shall have credit for the length of service in such step that was served in such lower range applied to determine the time eligible to move to the next higher step in the new range, provided, however that the City Manager may at the time of reassignment, at his/her discretion, place the employee in such step and make such changes in anniversary dates as may be deemed appropriate.

F. Reduction in Compensation for cause. The compensation of any employee may be reduced by one or more steps for good cause, upon the recommendation of the Department Head and approval of the City Manager.

G. Reduction in Compensation for disability. When a regular employee in good standing is reduced to a position in a lower class for physical disability reasons, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain their merit increase eligibility date.

H. Demotion. When an employee is demoted to a position in a lower range, on the approval of the City Manager, his or her compensation shall be at a rate reduction of at least one step.

I. Y-Rate. If an employee is demoted and the compensation reduction as described in H above exceeds the top step in the employee's new classification, the employee may be Y-rated at the discretion of the City Manager. The employee shall receive no equity, cost of living, or any other increases in salary until their current salary is equal to or lesser than the top step in their new classification.

J. 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 4. OVERTIME/STANDBY DUTY/CALL BACK PAY/WATER WEEKEND DUTY

A. Overtime shall be defined as actual hours worked which exceed 40 hours in any workweek. "Actual Hours" includes time worked and excludes compensatory, vacation, floating holiday, and sick leave and any hours already compensated at the overtime premium rate of pay (1.5 times regular hourly rate). In the event an employee is scheduled to work a City event on Friday and/or a Saturday and/or a Sunday, and elects to utilize floating holiday time during the same work period, such floating holiday time shall count as hours worked for that work period.

A Department Head may prescribe minimum and reasonable periods of overtime work to meet operational needs of the department. Except as otherwise provided herein, overtime shall be paid at one and one-half times the hourly rate of the employee's salary, provided, however, that compensatory time off, provided at the rate of one and one-half times the overtime hours worked, may be granted per the employee's request in lieu of overtime compensation except when the City Manager determines that overtime must be paid or compensatory time must be taken to meet City operational needs. An employee may only receive payment or credit for overtime, which was reported in the pay period in which it was earned. Employees are able to cash-out accumulated compensatory time upon separation of employment. An employee may accumulate a maximum of eighty/80 hours of compensatory time. An employee who has accumulated the maximum will be paid in cash for overtime until such time as they are below the maximum accumulation.

Overtime shall fall into two categories: that which is approved in advance, and that which is considered emergency in nature and is approved after it occurs. All overtime shall be

approved by the Department Head or, in their absence, the City Manager. Such approvals will be on a written form, which is signed by the Department Head and attached to the time sheet, which is submitted biweekly to the Administrative Services Department.

B. Standby Duty. Standby duty is remaining in a state of readiness and available for call outs and emergencies. It is not time worked. Decisions regarding if and when to place employees on standby is the prerogative of the Department Director. Compensation for Standby Duty shall be \$200 per week for each week of Standby duty. Standby duty over designated holidays shall be for 24 hours and shall be compensated with 8 hours of regular time and is separate from the normal weekly standby duty. Additional compensation for actual time spent checking on the water system twice each day on weekend days, designated Fridays off, and holidays shall be provided for water weekend duty as described in Section 4 (C) below.

In order to be eligible to work standby duty, employees must be able to report to the work site within 30 minutes of being called. This time will be determined using a reputable internet mapping site to determine the length of time required to drive from the employee's residence to City Hall. Standby duty will be assigned on an equitable and fair basis to all qualified employees. At the discretion of the City Manager, employees not able to comply with the 30 minute response time requirement will be eligible for Standby duty. Employees who cannot comply with the 30 minute response time requirement, but who still wish to be on Standby duty, will not receive compensation for travel time to or from the work location.

C. Call Back and Emergency Overtime Duty. In addition to standby compensation, employees shall receive a minimum of two hours compensation at Overtime rates (1.5) for hours worked for any call--including during the holiday closure--which requires them to return to duty with less than 24 hours' notice and as such hours are already compensated at Overtime, are not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (A) above. Any time already compensated at the Overtime premium rate (1.5) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (B) above.

D. Water Weekend Duty. Employees in the Water and Maintenance Divisions are required to perform Water Weekend Duty which involves a combination of standby and call back to work, but where there is more than 24 hours' notice of the additional return to work required. Standby time is compensated as described above in Section 4 (B). The additional work required with more than 24 hours' notice shall be compensated at the employee's regular rate for four hours each day, which includes checking the water system on site twice daily and by internet connection a minimum of twice daily and as needed. The four hours is compensated at straight time unless the hours exceed the Overtime threshold, at which time, the portion exceeding forty hours would then be compensated at Overtime rates. Call back time during the "Holiday Closure" shall be at Overtime rates regardless of whether or not the employee has exceeded 40 hours in the work week, as described in Section 4 (A) above. Time compensated at the Overtime premium rate (1.5) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (A).

F. Court Time. Employees who are required to appear in court during their off duty hours on behalf of the City shall receive overtime compensation for the number of hours actually spent in court, plus round trip travel time from the place of employment to the court, with a minimum of two (2) hours of such compensation. If a City vehicle is not available, mileage will be paid at the standard mileage rate as established by the IRS from time to time.

G. Scheduling Changes. Employees shall be notified a minimum of three (3) working days in advance of any scheduling changes, except in the case of emergency or if time is of the essence.

SECTION 5. 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 the 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 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. alternate Fridays). Employees are allowed to keep the stipend provided by the County.

C. Acting Pay. All employees, who by written assignment by their Department Head, perform the duties of a position with a higher salary classification than that in which they are regularly employed, shall receive the compensation specified for the position to which they are thus assigned if they perform the duties thereof for a period of one (1) uninterrupted month or more, said increased compensation to be at such step within the higher classification as will accord such employee an increase of at least five percent (5%) over their current regular compensation, provided that the compensation does not exceed the maximum step in the salary range for the higher classification. Such compensation shall be retroactive to the first day of the assignment.

D. 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 6. PAY PERIODS

All employees shall be paid bi-weekly. Requests for changes to tax 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). Additional change requests may be granted upon approval of the City Manager.

SECTION 7. SALARY SCHEDULES

- A. Attachment A shall become effective the pay period that includes July 1, 2025, and consists of a base salary increase of 5% for all represented classifications.
- B. Attachment B shall become effective the pay period that includes July 1, 2026, and consists of a base salary increase of 4% for all represented classifications.
- C. Attachment C shall become effective the pay period that includes July 1, 2027, and consists of a base salary increase of 4% for all represented classifications.

SECTION 8. REST PERIODS AND CLEANUP TIME

- A. Employees shall be allowed paid rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such a rest period shall be scheduled in accordance with the requirements of the work unit, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period.
- B. Each employee shall, when necessary, be permitted a reasonable period of paid time, as determined by the Department Head, at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash up, and changing clothes.

Section 9. SCHEDULE OF WORK

Employees are assigned to a seven day work period. Regularly scheduled hours of work for employees working regular business hours shall be Monday through Thursday, 7:30 a.m. to 6:30 p.m. with a one hour meal break as described in Section 8 above. Employees not associated with regular business hours may have a different schedule, but will not exceed 40 regularly scheduled hours of work for the work period. By setting these schedules, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies.

Section 10. DIRECT DEPOSIT. All employees are required to sign up for direct deposit.

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. An employee shall be on probation for a period of one year from the date of commencement of employment. Probation may be extended an additional six (6) months when warranted upon approval of the City Manager. Probationary employees may be terminated from employment with or without cause by the Department Head with the approval of the City Manager, in their sole discretion, and in accordance with State and Federal laws.

SECTION 5. OTHER EMPLOYMENT. No employee shall engage in any other employment that is inconsistent or incompatible with City employment. Other employment must be approved in advance by the Department Head. Wearing of City uniforms or City-supplied clothing while engaging in non-City employment is prohibited.

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 (F). 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(F). When a designated holiday falls on Sunday, the day of absence shall be the following Monday.

A. All full-time employees shall be granted 40 hours of absence, termed "floating holiday", in addition to designated holidays. "Floating holiday" time shall be taken between July 1 and June 30 of the fiscal year at a time selected by the employee with the concurrence of the Department Head. For new employees, floating holiday hours shall be pro-rated over the fiscal year based on the employee's employment date. Any floating holiday time remaining as of June 30 of the fiscal year shall be forfeited and at no time shall floating holiday time be eligible for cashout.

B. All City Hall, City Yard, Police Department Administrative staff, and Community Services full-time staff will utilize floating holiday time, compensatory leave, or vacation leave to facilitate a Holiday closure between the Christmas Holiday and the New Year's Holiday.

C. 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".

D. No absence under the holiday provisions in this article shall be charged to or paid from sick leave accumulated benefits.

E. Holiday pay for Full-Time Employees. Full-time employees covered by this agreement, shall be paid on the basis of the number of hours normally scheduled on the day on which the holiday falls. If the employee would have worked in excess of 10 hours, the employee will be required to utilize Compensatory, Floating Holiday, or Vacation hours to supplement the difference.

F. When Christmas falls on a Friday, ten 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, ten 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 Full-time Employees (Hired prior to July 1, 2011). Vacation credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours) 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 Employees (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. 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.

D. 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/her sole discretion.

E. Department Head Approval. An employee shall not be entitled to take vacation unless the date(s) of the vacation are approved in advance by the employee's Department Head, or, in the event of the Department Head's refusal or failure to do so, by the City Manager. Vacation shall not be unreasonably denied. 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 Department Head 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 Department Head determines that an emergency or other unusual occurrence exists for which sick leave cannot be used and the employee has no compensatory time or other appropriate leave available, the Department Head has the discretion to allow vacation hours to be used when an employee calls in an absence on the actual day of the absence.

F. 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.

G. Vacation Cash-out Option. Each full-time employee shall have the option of "cashing out" up to one hundred (100) hours of vacation, once per fiscal year. However,

the employee must retain a bank of at least 20 hours of vacation and compensatory combined following the cashout. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

H. Termination of Employment. Except as otherwise herein provided, an 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 employee.

- A. 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 an 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, 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 233, 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 full-time employee shall be afforded the opportunity to use up to 18 hours of sick leave benefits per fiscal year (on a non-accumulative 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 full-time 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 who have 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. A full-time 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.

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 Department Head.

B. If an 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 and an employee is notified in advance in writing of the requirement, 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 an employee's absence due to personal illness or injury extends for more than five consecutive working days, the Department Head, with the approval of 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 employee's return to work following an absence for more than five working days due to illness or injury, an employee shall submit to their Department Head 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 unearned sick leave credit advanced except by order 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 full-time 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. This compensation shall be provided when final verification of retirement is received by the City from CalPERS.

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 terminated for any reason, other than provided in Section 8 (B), after 60 months of continuous employment, compensation for thirty-five percent (35%) of the maximum of 320 unused sick leave accumulated hours, computed to the nearest whole dollar will be paid. 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, thirty-five percent (35%) 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 245 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 full-time employee shall be granted paid Bereavement Leave of no more than 40 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. An 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 a Department Head in his/her sole discretion. Leaves of absence without pay, each not to exceed one year, may be granted by the City Manager in hers/his 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 by this MOU, 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 his or her sole expense at the actual rate charged.

SECTION 7. 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. An employee who is required by their Department Head 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 full-time employee desiring reimbursement for their expenses shall obtain approval as to course content and its relationship to the employee's employment with the City. In the event the request is approved, which approval shall be in the City'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 his or her Department Head a copy of the official transcript and a receipt for the tuition fee. On approval by the Administrative Services Director, the employee shall then be reimbursed for the cost of tuition, plus up to \$200 per semester 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 Department Head and the City Manager in 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 INSURANCESECTION 1. MEDICAL PREMIUMS.

A. All 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.

For full-time 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, 2025:	\$158
January 1, 2026:	\$160 (estimate)
January 1, 2027:	\$162 (estimate)

The actual PEMHCA amount will be adjusted annually pursuant to the amounts required by Government Code Section 22892.

C. Fringe Benefit Cafeteria Plans.

The City shall make a monthly fringe benefit contribution to each eligible 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 CalPERS health plans shall be in the following manner.

Effective July 1, 2025			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$509.49	\$158	\$667.49
Employee + one	\$998.49	\$158	\$1,156.49
Employee + two or more	\$1,257.49	\$158	\$1,415.49
Effective January 1, 2026			
Employee Only	\$509.49	\$160*	\$667.49
Employee + one	\$998.49	\$160*	\$1,156.49
Employee + two or more	\$1,257.49	\$160*	\$1,415.49
Effective January 1, 2027			
Employee Only	\$509.49	\$162*	\$667.49
Employee + one	\$998.49	\$162*	\$1,156.49
Employee + two or more	\$1,257.49	\$162*	\$1,415.49
*Estimated			

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. An 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. Full-time employees hired before 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 receive \$667.49 monthly cash payout. The payment shall be calculated and distributed with the second paycheck of each month. Full-time employees 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.

1. Full-time employees whose monthly health plan premiums were less than the City contribution outlined in Section 1 (B) and (C) above and were provided the difference in a cash payment before July 1, 2018, shall continue to receive the cash payment unless those employees change from single to dependent coverage. If the employee opts for dependent coverage, any cash amount they may have been receiving shall be forfeited. The cash payment amounts are not subject to any additional increases to the City's contribution amounts outlined in Section 1 (B) and (C).

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.

F. Full-time 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).

Full-time 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.

G. 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.

H. Except as set forth in Sections 1 (A) through 1 (C) above, the City shall not pay directly or indirectly 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 CalPERS plan.

SECTION 2. DENTAL PLAN.

A. A full-time employee shall 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 full-time 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 full-time 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 through age 25.

E. The City will continue to provide employees the option of choosing between HMO and PPO plans.

SECTION 3. VISION PLAN. An employee and his or her dependents may receive up to \$400 per fiscal year for vision care expenses relating 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, and 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 full-time employees shall be enrolled in the long-term disability plan as provided by the City, with the City paying 100% of the premium, and with the plan having a 30-day elimination period.

SECTION 5. LIFE INSURANCE. The City shall provide life insurance for full-time employees in the amount of \$100,000, \$3,000 for spouse, and \$2,000 per dependent.

SECTION 6. FLEXIBLE BENEFITS PLAN. The City shall offer an IRS Flexible Benefits Plan to all full-time employees in the bargaining unit for the purposes of pre-tax payroll deductions for child care 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 as new City of La Palma Employees on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRA)
- C. Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees (Hired on or after January 1, 2013)

Plan	Benefit	Computed On	City Pays	Employee Pays
Tier One Misc.	2.7% @ 55	Single highest year	ER Contribution	EE Contribution
Tier Two Misc.	2% @ 60	Highest Average 36 consecutive months	ER Contribution	EE Contribution
PEPRA Misc.	2% @ 62	Highest Average 36 consecutive months	*50% of Normal Cost	*50% of Normal Cost
*Pursuant to California Government Code				

- D. All employee payments shall be reported as normal contributions and shall be credited to each member's account.
- E. All computations shall be according to California Public Employees Retirement Law (PERL).
- F. All of these retirement plans shall provide the CalPERS Level 4 Survivor Benefit.
- G. 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 by the City Manager. LPGEA shall select a member to participate in developing a recommendation to the City Manager for the choice of carrier. The City Manager's selection of the carrier shall be final. 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).

ARTICLE XIII

UNIFORMS

SECTION 1. The City will provide the following uniforms for an employee in the Maintenance and Water Divisions.

A. Ten sets, comprised of shirt, shorts, and trousers for employees working five (5) day workweeks. Employees shall keep on hand a pair of uniform trousers in their locker at all times. Further, it shall be at the Department Head's discretion to determine when uniform trousers must be worn for particular assignments.

SECTION 2. BOOT ALLOWANCE.

A. The City shall provide an employee in the Maintenance and Water Divisions an annual cash boot allowance of \$300 per fiscal year. At all times while on duty, those employees shall wear approved steel-toed safety boots and they must be kept in good repair.

B. The boot reimbursement shall be paid in one lump sum with the first paycheck in July.

C. For newly hired employees in the Maintenance and Water Divisions, the first year boot allowance shall be paid in full with the new employee's first paycheck. However, in the event the employee is unsuccessful in satisfactorily performing job duties within their first year of employment, a pro-rated amount of the boot allowance shall be due to the City.

ARTICLE XIV

COMPLETION OF MEET AND CONFER

SECTION 1. EXCLUSIVITY OF SCOPE OF MOU. It is the express understanding of the parties hereto that this Memorandum of Understanding represents the sole and complete understanding between the parties, and that this Memorandum of Understanding shall govern the entire relationship between the parties and shall be the sole source of any rights which may be asserted hereunder. In this regard, the parties shall not be obligated or required to meet and confer, except by their mutual consent, with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Employees and/or the LPGEA at the time they met and conferred or executed this Memorandum of Understanding, and even though subjects or matters were proposed by one of the parties and later withdrawn.

SECTION 2. RESERVATION OF CITY'S RIGHTS. The parties hereto further expressly understand that all rights not clearly and expressly limited by this Memorandum of Understanding are expressly reserved to the City, even though not enumerated. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, supplement, change, alter, modify, or discontinue, in whole or in part, any term or condition of employment, or adopt any policy, rule, regulation, program or practice as the City deems in its sole discretion to be necessary or appropriate; provided, however, that the City shall comply with all Federal and State laws relating to employee rights, opportunities, and benefits except for the requirement to meet and confer with regard to such changes, alterations, modification or exercise of such reserve power, which right has been expressly waived by the Employees and the LPGEA.

SECTION 3. OTHER PROVISIONS. If, at any point during the term of this Memorandum of Understanding, 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 retains the sole and exclusive option to re-open the MOU to meet and confer 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 are not 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.

During the first twelve (12) months of this MOU, the parties agree to reopen the MOU regarding the timing of employee leave benefit payments. The intent of this reopener is to evaluate potential changes to payment timing that could mitigate unintended tax implications under IRS rules governing constructive receipt. The parties acknowledge that this reopener does not obligate the City to change and/or modify any provisions of the MOU during the term of the MOU. Any changes/modifications to the MOU as a consequence of this reopener must be by mutual agreement. The failure to reach

mutual agreement is not subject to the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1 DEFINITION A "grievance" is a formal, written allegation by a grievant that they have been adversely affected by an existing violation, misinterpretation, or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Procedure set forth in this Memorandum of Understanding.

SECTION 2 PROCEDURE

A. Informal Resolution. Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted an interview with the Division Manager, if one exists, in order to discuss the grievance.

C. If the Division Manager and employee cannot reach a solution to the grievance, the employee may, within ten (10) calendar days from the date of receiving the answer from the Division Manager, request, in writing, and be granted an interview with the Department Head.

D. The Department Head shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the Department Head, submit a written appeal to the City Manager.

E. The City Manager shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.

F. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted their administrative remedy.

G. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

H. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent themselves without first being excused by their supervisor.

I. No employee shall be required to be represented by an employee organization in processing a grievance.

J. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

K. The settlement terms of a grievance which is processed by an employee individually or by a formally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.

L. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

M. Performance evaluations are not grievable. However, an employee who disagrees with all or part of an evaluation has the right to attach comments pertaining to the areas of disagreement, which become a formal part of the evaluation.

N. The grievance shall be submitted on a form prescribed by the Personnel Officer, and shall contain (1) the specific situation, act or acts alleged to be unfair, (2) the alleged inequity or damage suffered by the employee, and (3) the relief sought.

O. Copies of grievance forms and case files will not be placed in employee personnel files, but will be maintained in separate files in the Human Resources Division.

P. In the event a “calendar day” deadline falls on a Saturday, Sunday, or observed City holiday (in which the City Hall is closed), the “calendar day” deadline shall roll-over to the next business day in which City Hall is open.

ARTICLE XVI

LAYOFF PROCEDURE

SECTION 1: INTENT

A. Whenever in the judgment of the City Council it becomes necessary in the interest of the economy, or because the necessity for a position no longer exists, the City Council may abolish any position for employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action and without the right of appeal.

B. The layoff procedure is intended to give a consideration of both seniority and competency whenever the layoff of employees is necessary.

SECTION 2: PROCEDURE

A. Determination of need for layoff will be made by the City. Classifications to be affected and the number of employees included will be determined by the City.

B. Employees to be laid off shall be given at least fourteen (14) days prior notice (or two weeks' pay in lieu of notice).

C. If an employee in an affected classification is a probationary appointment, that employee will be selected to be laid off, subject to bumping, and reemployment rights if they are a promotional probationary employee. (Any temporary, seasonal, provisional and/or part-time employees in the classification shall be laid off first.)

D. Employees who have successfully completed probation in the affected classification will be ranked by 1) seniority, and 2) competency in the classification.

E. The Department Head, subject to review by the City Manager, will determine, based upon official personnel records, and/or qualified testing procedures, where applicable, the individual selected for layoff in the classification. The Department Head will utilize a combination of the seniority and competency of the individual in making this determination as set forth in the following example:

	Seniority Ranking in Classification (“1” Having Most Seniority)	Competency Ranking (“1” Being Most Competent)	Average Ranking (Seniority Ranking + Competency Ranking, Divided by 2)
Employee A	1	2	$3 \div 2 = 1.5$
Employee B	2	3	$5 \div 2 = 2.5$
Employee C	3	1	$4 \div 2 = 2$

Employee B (with the higher average total) would be the employee selected to be laid off in this classification. If Employee B chooses to bump into a lower classification, they would be given a competency factor equal to the average for the new classification. In the event of equal average ranking scores, competency will be used to determine selection.

SECTION 3. BUMPING RIGHTS

An individual laid off from a particular classification may "bump" into a classification in their Department for which they are qualified where the person has held the position previously with the City. After an employee is informed of an impending layoff or "bump down" they must inform the City Manager within five working days of their intent to take the option of the layoff or the "bump down." If an employee chooses to "bump down," the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.

SECTION 4. REEMPLOYMENT RIGHTS

The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists in the order of their competency, from highest to lowest. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.

When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.

ARTICLE XVII

LPGEA AND EMPLOYEE RIGHTS

SECTION 1. EMPLOYEE RIGHTS. The City shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

SECTION 2. PAYROLL DEDUCTION. Membership dues of LPGEA members in this Representation Unit shall be deducted by the City from the pay warrants of such members. The City shall promptly transmit the dues and insurance premiums so deducted to LPGEA.

SECTION 3. USE OF BULLETIN BOARDS. Space shall be made available to LPGEA on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department.

SECTION 4. EMPLOYER-EMPLOYEE RELATIONS RESOLUTION. Resolution 2013-04 was adopted by the City Council on February 5, 2013, repealing Resolution 71-7 and adopting new rules relating to Employer-Employee Organization regulations. This was done after all parties met and conferred in good faith and agreed to the terms of the new rules.

SECTION 5. AGENCY SHOP

A. Legislative Authority. The parties mutually understand and agree that as a result of State of California adoption of SB 739, all full-time unit employees represented by the La Palma General Employees Association (hereinafter "Association") have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

B. Union/Association Dues/Service Fees.

1) The Administrative Services Department shall provide all employees upon hiring with an authorization notice advising them that the City has entered into an Agency Shop agreement with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association dues or a service fee, or a charitable contribution equal to

the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to the Administrative Services Department.

2) If the form is not completed properly and returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.

3) The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

C. Religious Exemption.

1) Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following: City of Hope, American Cancer Society, and American Red Cross. Charitable contributions shall be by regular payroll deductions only in order to qualify as a condition of continued exemption from the requirement of financial support to the Association.

2) Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

D. Recision. The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

- 1) A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;
 - 2) The vote is by secret ballot;
 - 3) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the City and the Association may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement.
 - 4) If a “recision vote” is approved by unit members during the term of a current MOU, the Association agrees not to petition for or seek Agency Shop status for the remainder of the current MOU.
- E. Records. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.
- F. Indemnification. The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City’s compliance with the agency fee obligation, including claims relating to the Association’s use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City’s compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

ARTICLE XVIII

INTEGRATION AND CONSTRUCTION

This Memorandum of Understanding represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Memorandum of Understanding. This Memorandum of Understanding shall be construed as if drafted by all of the parties hereto.

ARTICLE XIX

NONDISCRIMINATION

SECTION 1. The City and the La Palma General Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination to individuals in a Protected Class as defined in Article IV, Section 1.

SECTION 2. LPGEA shall not discriminate in membership or representation on any basis cited in Section 1 of this Article.

ARTICLE XX

SEPARABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI

MAINTENANCE OF MEMBERSHIP

All Confidential employees who voluntarily choose to become members of the Association shall remain members of the Association, except that these employees may withdraw from the Association by written notice to the Association and the City during the thirty (30) days prior to the expiration of this Agreement.

ARTICLE XXII

DISCIPLINARY PROCEDURE

I. AUTHORITY TO DISCIPLINE

The City Manager and Department Heads are authorized to take disciplinary action regarding employees under their control in accordance with, and within the limits of these rules. Every supervisor shall assist their superiors in achieving sound discipline, and acceptance of a supervisory position shall constitute acceptance by that employee of the corresponding duties and responsibilities, including those disciplinary in nature. Failure to take disciplinary action when appropriate shall reflect on the performance of the supervisor or supervisors involved.

II. CAUSE FOR DISCIPLINE

Each of the following constitutes cause for discipline of an employee. This is not an exclusive list but is provided as a guideline. It is the intent of these rules, however, to include as a cause for discipline any action or non-action by an employee which impedes or disrupts the performance of the City and its organizational component units, is detrimental to employee or public safety, violates properly established rules and procedures, or adversely affects the reputation of the City and its officers or employees.

A. Examples of causes for discipline include, but are not limited to:

1. Any violation of any written rule or regulation promulgated by City related to conduct or performance.
2. Fraud in securing appointment.
3. Incompetency.
4. Inefficiency.
5. Inexcusable neglect of duty.
6. Dishonesty or lying to a supervisor or superior.
7. Violation of any law relating to conflicts of interest, whether contractual or financial.
8. Being under the influence of or using alcohol or drugs on duty, except for prescription drugs provided the Department Head is informed of all warnings on the prescription or drug and provided the employee complies with such warning.

9. While on duty, being in possession of, selling, or using narcotics or any contraband substance.
10. Unexcused Absence.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty or nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
12. Participating in a strike, work stoppage, slowdown, or a sickout, except as authorized by law.
13. Defrauding the City by making a false claim for compensation, benefits, or reimbursements.
14. Making a false Workers Compensation claim against the City.
15. Improper political activity which prevents the employee or other employees from the efficient performance of employment with the City, or which has a disruptive effect on the efficiency or integrity of the City service or the department in which such employee is employed.
16. Failure or refusal to cooperate with supervisory personnel or other employees.
17. Misuse or misappropriation of City property or funds.
18. Gambling for money or articles of value on City property or during working hours.
19. Tardiness.
20. Abuse of sick leave privileges, including but not limited to reporting sick when not sick, and obtaining sick leave pay falsely or under false pretenses.
21. Excessive absenteeism, which impairs the City's ability to provide services or function effectively or efficiently.
22. Refusal to take and subscribe any oath or affirmation, which is required by law or these rules in connection with his or her employment.
23. Refusing to report on official call in an emergency.
24. Violation of departmental rules and regulations.

25. Intentionally misrepresenting information or facts in any statement, declaration or affidavit duly required of any employee.
26. Insubordination. Insubordination shall be defined as failure or refusal to carry out an order or directive of a superior.
27. Any dishonest or wrongful conduct, act or omission, either during or outside of duty hours.
28. Asking, receiving, or agreeing to receive any bribe, gratuity, or reward of any kind upon any understanding that any employee's action shall be influenced thereby, or shall be given in any particular manner, or upon which any employee may be required to act in the employee's capacity; or attempting by menace, deceit, suppression of truth, or any corrupt means to influence any employee to commit any act, conduct or omission which is clearly inconsistent, incompatible, in conflict with, or inimical to the best interests of the City.
29. Failure to observe or comply with safe working standards, to endanger, to injure, or to damage public property or the private property of any employee or member of the public through negligent, improper or careless conduct or use of equipment; or to permit such actions on the part of any employee under his or her supervision or control.
30. Conduct disrespectful to the public, elected and appointed City officials, supervisors, superiors, Department Heads, or members of City boards or commissions.

B. In the event that the City imposes disciplinary action for cause, including but not limited to any of the above acts and omissions, the employee shall have the right to contest or seek review of the disciplinary action or the basis thereof, in accordance with procedures set forth in Section 4 and 5.

III. TYPES OF DISCIPLINARY ACTION

Disciplinary actions include reprimands, suspensions, demotions, and dismissal, as defined below:

A. Verbal Reprimand. An oral warning that may be given to the employee in the event that the City Manager or their designee determines that a deficiency in performance or conduct is not of sufficient magnitude to warrant a more formal disciplinary action. A confidential written record may be made of such conferences and placed in the employee's file with a copy provided to the employee.

B. Written Reprimands. A written statement from the City Manager or their designee to the employee relating to an action or omission which meets any of the grounds for disciplinary action listed in these rules, indicating that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected. The written statement shall be placed in the employee's file, with a copy provided to the employee.

C. Suspension. The temporary separation of the employee from City service without pay for disciplinary purposes for a period not to exceed thirty (30) calendar days per occurrence.

D. Demotion. A change in employment status from one position to another having a lower rate of pay and/or a change in duties which are allocated to a class having a lower maximum rate of pay. The demotion may be temporary or permanent.

E. Dismissal. The discharge of the employee from City service for disciplinary purposes.

IV. DISCIPLINARY PROCEDURES

A. Non-Appealable Disciplinary Actions. Verbal and Written reprimands are not subject to administrative review or appeal. However, the employee has the right to place in their file a written response or rebuttal to any confidential written record of verbal reprimand or written reprimand, provided that such response or rebuttal is submitted for inclusion in the file within thirty (30) days of the employee's receipt of the confidential written record.

B. When a regular employee in the competitive service is to be suspended, demoted, or dismissed, a preliminary written notice of the proposed action shall be prepared by the Department Head, reviewed by the City Manager or their designee, and then delivered to the employee. The written notice shall include:

1. The charges against the employee and reasons for the proposed disciplinary action to be taken, if any.
2. The proposed disciplinary action to be taken, if any.
3. A statement advising the employee that, before any proposed disciplinary action takes effect, the employee or his or her representative has the right to respond orally or in writing within five (5) working days from the employee's receipt of the written notice.

All charges filed against a regular employee shall be documented in clear and concise language. The employee or their representative shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and, if practicable, shall be supplied a copy of the documents.

Within ten (10) working days after the employee has had the opportunity to respond, the City Manager or their designee shall notify the employee in writing of any disciplinary action to be taken and the effective date of such disciplinary action.

V. APPEAL PROCEDURES

A. Any regular employee in the classified service shall have the right to appeal any termination, suspension of forty (40) hours or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to verbal and written reprimands, suspensions of less than forty (40) hours, probationary demotions, performance evaluations, and denial of merit increases. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's Office so that the same is date stamped within a 10 day period. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If the employee files an appeal and follows the procedures described above, an appeal hearing shall be established as follows:

The American Arbitration Association shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one name from the list of hearing officers (the right to strike the first name to be determined by lots) until one name remains, and that person shall be the hearing officer.

B. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 60 calendar days, from the date of filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date and place of the hearing.

C. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

D. Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party, not less than 7 calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officers.

E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in

itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence.

F. Each party shall have their rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

G. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on their part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof, the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

H. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in their discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper decision. The hearing officer shall render their judgment as soon after the conclusion of the

hearing as possible and in no event later than 30 days after conducting the hearing. Their decision shall set forth which charges, if any, are sustained and the reason therefore. The opinion shall set forth findings of fact and conclusions.

I. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. They may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. The hearing officer may not recommend for discipline more stringent than that issued by the Department Head.

The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth their findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

J. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager, or their designee, shall adopt, amend, modify, or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager, or their designee, shall order and read the transcript to the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager, or their designee, shall not conduct a de novo hearing. The City Manager, or their designee, may, at their option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager, or their designee, shall be final and conclusive. Copies of the City Manager's or their designee's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

K. The decision of the City Manager, or their designee, shall be final and conclusive. Copies of the City Manager's or his/her designee's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

L. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

M. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager, the time of such suspension, demotion, or dismissal shall be effective from

the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, or his/her designee, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

N. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

ARTICLE XXIII

IMPLEMENTATION

This Memorandum of Understanding is subject to approval by the City Council of the City as implemented by appropriate resolution(s) of the City Council.

LA PALMA GENERAL EMPLOYEES
ASSOCIATION

Signed by:

Jesse Fernandez

02C97B6526D34AE...

Jesus Fernandez, President

CITY OF LA PALMA

Signed by:

Michael Egan

E555574C843F4D7...

Michael J. Egan, Interim City Manager

Dated: April 30, 2025

Dated: May 1, 2025

Attachment "A"

La Palma General Employees Association Classification and Salary Tables July 1, 2025 to June 30, 2026 Pursuant to Article III, Section 7A of the current MOU							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk							
Annual	49,701.02	52,186.07	54,795.37	57,535.14	60,411.90	63,432.50	66,604.12
Monthly	4,141.75	4,348.84	4,566.28	4,794.60	5,034.33	5,286.04	5,550.34
Biweekly	1,911.58	2,007.16	2,107.51	2,212.89	2,323.53	2,439.71	2,561.70
Hourly	23.8947	25.0895	26.3439	27.6611	29.0442	30.4964	32.0212
Accounting Technician							
Annual	62,100.35	65,205.37	68,465.64	71,888.92	75,483.36	79,257.53	83,220.41
Monthly	5,175.03	5,433.78	5,705.47	5,990.74	6,290.28	6,604.79	6,935.03
Biweekly	2,388.48	2,507.90	2,633.29	2,764.96	2,903.21	3,048.37	3,200.78
Hourly	29.8559	31.3487	32.9162	34.5620	36.2901	38.1046	40.0098
Administrative Assistant							
Annual	52,949.13	55,596.59	58,376.42	61,295.24	64,360.00	67,578.00	70,956.90
Monthly	4,412.43	4,633.05	4,864.70	5,107.94	5,363.33	5,631.50	5,913.08
Biweekly	2,036.51	2,138.33	2,245.25	2,357.51	2,475.38	2,599.15	2,729.11
Hourly	25.4563	26.7291	28.0656	29.4689	30.9423	32.4894	34.1139
Code Enforcement/Business License Officer							
Annual	64,869.23	68,112.69	71,518.33	75,094.24	78,848.95	82,791.40	86,930.97
Monthly	5,405.77	5,676.06	5,959.86	6,257.85	6,570.75	6,899.28	7,244.25
Biweekly	2,494.97	2,619.72	2,750.70	2,888.24	3,032.65	3,184.28	3,343.50
Hourly	31.1871	32.7465	34.3838	36.1030	37.9082	39.8036	41.7937
Custodian							
Annual	43,680.00	45,864.00	48,157.20	50,565.06	53,093.31	55,747.98	58,535.38
Monthly	3,640.00	3,822.00	4,013.10	4,213.76	4,424.44	4,645.66	4,877.95
Biweekly	1,680.00	1,764.00	1,852.20	1,944.81	2,042.05	2,144.15	2,251.36
Hourly	21.0000	22.0500	23.1525	24.3101	25.5256	26.8019	28.1420
Engineering Technician							
Annual	68,523.28	71,949.44	75,546.92	79,324.26	83,290.48	87,455.00	91,827.75
Monthly	5,710.27	5,995.79	6,295.58	6,610.36	6,940.87	7,287.92	7,652.31
Biweekly	2,635.51	2,767.29	2,905.65	3,050.93	3,203.48	3,363.65	3,531.84
Hourly	32.9439	34.5911	36.3206	38.1367	40.0435	42.0457	44.1480
Human Resources Specialist							
Annual	63,655.07	66,837.83	70,179.72	73,688.70	77,373.14	81,241.79	85,303.88
Monthly	5,304.59	5,569.82	5,848.31	6,140.73	6,447.76	6,770.15	7,108.66
Biweekly	2,448.27	2,570.69	2,699.22	2,834.18	2,975.89	3,124.68	3,280.92
Hourly	30.6034	32.1336	33.7402	35.4273	37.1986	39.0586	41.0115
Lead Maintenance Worker							
Annual	62,591.20	65,720.76	69,006.80	72,457.14	76,080.00	79,884.00	83,878.20
Monthly	5,215.93	5,476.73	5,750.57	6,038.10	6,340.00	6,657.00	6,989.85
Biweekly	2,407.35	2,527.72	2,654.11	2,786.81	2,926.15	3,072.46	3,226.08
Hourly	30.0919	31.5965	33.1763	34.8352	36.5769	38.4058	40.3261

Attachment “A”

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Lead Utility Operator							
Annual	66,599.72	69,929.71	73,426.20	77,097.51	80,952.38	85,000.00	89,250.00
Monthly	5,549.98	5,827.48	6,118.85	6,424.79	6,746.03	7,083.33	7,437.50
Biweekly	2,561.53	2,689.60	2,824.08	2,965.29	3,113.55	3,269.23	3,432.69
Hourly	32.0191	33.6201	35.3011	37.0661	38.9194	40.8654	42.9087
Maintenance Worker							
Annual	51,621.72	54,202.81	56,912.95	59,758.60	62,746.53	65,883.85	69,178.05
Monthly	4,301.81	4,516.90	4,742.75	4,979.88	5,228.88	5,490.32	5,764.84
Biweekly	1,985.45	2,084.72	2,188.96	2,298.41	2,413.33	2,533.99	2,660.69
Hourly	24.8181	26.0590	27.3620	28.7301	30.1666	31.6749	33.2587
Management Assistant							
Annual	58,374.89	61,293.63	64,358.31	67,576.23	70,955.04	74,502.79	78,227.93
Monthly	4,864.57	5,107.80	5,363.19	5,631.35	5,912.92	6,208.57	6,518.99
Biweekly	2,245.19	2,357.45	2,475.32	2,599.09	2,729.04	2,865.49	3,008.77
Hourly	28.0648	29.4681	30.9415	32.4886	34.1130	35.8187	37.6096
Recreation Coordinator							
Annual	55,242.79	58,004.93	60,905.18	63,950.44	67,147.96	70,505.36	74,030.63
Monthly	4,603.57	4,833.74	5,075.43	5,329.20	5,595.66	5,875.45	6,169.22
Biweekly	2,124.72	2,230.96	2,342.51	2,459.63	2,582.61	2,711.74	2,847.33
Hourly	26.5590	27.8870	29.2813	30.7454	32.2827	33.8968	35.5916
Water Service Worker I							
Annual	52,984.35	55,633.57	58,415.25	61,336.01	64,402.81	67,622.95	71,004.10
Monthly	4,415.36	4,636.13	4,867.94	5,111.33	5,366.90	5,635.25	5,917.01
Biweekly	2,037.86	2,139.75	2,246.74	2,359.08	2,477.03	2,600.88	2,730.93
Hourly	25.4732	26.7469	28.0843	29.4885	30.9629	32.5110	34.1366
Water Service Worker II							
Annual	57,441.40	60,313.47	63,329.14	66,495.60	69,820.38	73,311.40	76,976.97
Monthly	4,786.78	5,026.12	5,277.43	5,541.30	5,818.37	6,109.28	6,414.75
Biweekly	2,209.28	2,319.75	2,435.74	2,557.52	2,685.40	2,819.67	2,960.65
Hourly	27.6161	28.9969	30.4467	31.9690	33.5675	35.2459	37.0082

Attachment "B"

La Palma General Employees Association Classification and Salary Tables July 1, 2026 to June 30, 2027 Pursuant to Article III, Section 7B of the current MOU							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk							
Annual	51,689.06	54,273.51	56,987.19	59,836.55	62,828.38	65,969.80	69,268.29
Monthly	4,307.42	4,522.79	4,748.93	4,986.38	5,235.70	5,497.48	5,772.36
Biweekly	1,988.04	2,087.44	2,191.81	2,301.41	2,416.48	2,537.30	2,664.16
Hourly	24.8505	26.0930	27.3977	28.7676	30.2060	31.7162	33.3021
Accounting Technician							
Annual	64,584.36	67,813.58	71,204.26	74,764.48	78,502.70	82,427.83	86,549.23
Monthly	5,382.03	5,651.13	5,933.69	6,230.37	6,541.89	6,868.99	7,212.44
Biweekly	2,484.01	2,608.21	2,738.63	2,875.56	3,019.33	3,170.30	3,328.82
Hourly	31.0502	32.6027	34.2328	35.9445	37.7417	39.6288	41.6102
Administrative Assistant							
Annual	55,067.10	57,820.45	60,711.47	63,747.05	66,934.40	70,281.12	73,795.18
Monthly	4,588.92	4,818.37	5,059.29	5,312.25	5,577.87	5,856.76	6,149.60
Biweekly	2,117.97	2,223.86	2,335.06	2,451.81	2,574.40	2,703.12	2,838.28
Hourly	26.4746	27.7983	29.1882	30.6476	32.1800	33.7890	35.4785
Code Enforcement/Business License Officer							
Annual	67,464.00	70,837.20	74,379.06	78,098.01	82,002.91	86,103.06	90,408.21
Monthly	5,622.00	5,903.10	6,198.25	6,508.17	6,833.58	7,175.25	7,534.02
Biweekly	2,594.77	2,724.51	2,860.73	3,003.77	3,153.96	3,311.66	3,477.24
Hourly	32.4346	34.0563	35.7592	37.5471	39.4245	41.3957	43.4655
Custodian							
Annual	45,427.20	47,698.56	50,083.49	52,587.66	55,217.05	57,977.90	60,876.79
Monthly	3,785.60	3,974.88	4,173.62	4,382.31	4,601.42	4,831.49	5,073.07
Biweekly	1,747.20	1,834.56	1,926.29	2,022.60	2,123.73	2,229.92	2,341.42
Hourly	21.8400	22.9320	24.0786	25.2825	26.5467	27.8740	29.2677
Engineering Technician							
Annual	71,264.21	74,827.42	78,568.79	82,497.23	86,622.10	90,953.20	95,500.86
Monthly	5,938.68	6,235.62	6,547.40	6,874.77	7,218.51	7,579.43	7,958.41
Biweekly	2,740.93	2,877.98	3,021.88	3,172.97	3,331.62	3,498.20	3,673.11
Hourly	34.2616	35.9747	37.7735	39.6621	41.6452	43.7275	45.9139
Human Resources Specialist							
Annual	66,201.27	69,511.34	72,986.91	76,636.25	80,468.06	84,491.47	88,716.04
Monthly	5,516.77	5,792.61	6,082.24	6,386.35	6,705.67	7,040.96	7,393.00
Biweekly	2,546.20	2,673.51	2,807.19	2,947.55	3,094.93	3,249.67	3,412.16
Hourly	31.8275	33.4189	35.0899	36.8444	38.6866	40.6209	42.6519
Lead Maintenance Worker							
Annual	65,094.85	68,349.60	71,767.07	75,355.43	79,123.20	83,079.36	87,233.33
Monthly	5,424.57	5,695.80	5,980.59	6,279.62	6,593.60	6,923.28	7,269.44
Biweekly	2,503.65	2,628.83	2,760.27	2,898.29	3,043.20	3,195.36	3,355.13
Hourly	31.2956	32.8604	34.5034	36.2286	38.0400	39.9420	41.9391

Attachment “B”

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Lead Utility Operator							
Annual	69,263.71	72,726.90	76,363.24	80,181.41	84,190.48	88,400.00	92,820.00
Monthly	5,771.98	6,060.57	6,363.60	6,681.78	7,015.87	7,366.67	7,735.00
Biweekly	2,663.99	2,797.19	2,937.05	3,083.90	3,238.10	3,400.00	3,570.00
Hourly	33.2999	34.9649	36.7131	38.5488	40.4762	42.5000	44.6250
Maintenance Worker							
Annual	53,686.59	56,370.92	59,189.47	62,148.94	65,256.39	68,519.21	71,945.17
Monthly	4,473.88	4,697.58	4,932.46	5,179.08	5,438.03	5,709.93	5,995.43
Biweekly	2,064.87	2,168.11	2,276.52	2,390.34	2,509.86	2,635.35	2,767.12
Hourly	25.8109	27.1014	28.4565	29.8793	31.3733	32.9419	34.5890
Management Assistant							
Annual	60,709.88	63,745.38	66,932.65	70,279.28	73,793.24	77,482.90	81,357.05
Monthly	5,059.16	5,312.11	5,577.72	5,856.61	6,149.44	6,456.91	6,779.75
Biweekly	2,335.00	2,451.75	2,574.33	2,703.05	2,838.20	2,980.11	3,129.12
Hourly	29.1874	30.6468	32.1792	33.7881	35.4775	37.2514	39.1140
Recreation Coordinator							
Annual	57,452.51	60,325.13	63,341.39	66,508.46	69,833.88	73,325.57	76,991.85
Monthly	4,787.71	5,027.09	5,278.45	5,542.37	5,819.49	6,110.46	6,415.99
Biweekly	2,209.71	2,320.20	2,436.21	2,558.02	2,685.92	2,820.21	2,961.23
Hourly	27.6214	29.0025	30.4526	31.9752	33.5740	35.2527	37.0153
Water Service Worker I							
Annual	55,103.73	57,858.91	60,751.86	63,789.45	66,978.92	70,327.87	73,844.26
Monthly	4,591.98	4,821.58	5,062.65	5,315.79	5,581.58	5,860.66	6,153.69
Biweekly	2,119.37	2,225.34	2,336.61	2,453.44	2,576.11	2,704.92	2,840.16
Hourly	26.4922	27.8168	29.2076	30.6680	32.2014	33.8115	35.5020
Water Service Worker II							
Annual	59,739.06	62,726.01	65,862.31	69,155.43	72,613.20	76,243.86	80,056.05
Monthly	4,978.25	5,227.17	5,488.53	5,762.95	6,051.10	6,353.65	6,671.34
Biweekly	2,297.66	2,412.54	2,533.17	2,659.82	2,792.82	2,932.46	3,079.08
Hourly	28.7207	30.1567	31.6646	33.2478	34.9102	36.6557	38.4885

Attachment "C"

La Palma General Employees Association Classification and Salary Tables July 1, 2027 to June 30, 2028 Pursuant to Article III, Section 7C of the current MOU							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk							
Annual	53,756.62	56,444.45	59,266.68	62,230.01	65,341.51	68,608.59	72,039.02
Monthly	4,479.72	4,703.70	4,938.89	5,185.83	5,445.13	5,717.38	6,003.25
Biweekly	2,067.56	2,170.94	2,279.49	2,393.46	2,513.14	2,638.79	2,770.73
Hourly	25.8445	27.1368	28.4936	29.9183	31.4142	32.9849	34.6341
Accounting Technician							
Annual	67,167.74	70,526.13	74,052.43	77,755.05	81,642.81	85,724.95	90,011.19
Monthly	5,597.31	5,877.18	6,171.04	6,479.59	6,803.57	7,143.75	7,500.93
Biweekly	2,583.37	2,712.54	2,848.17	2,990.58	3,140.11	3,297.11	3,461.97
Hourly	32.2922	33.9068	35.6021	37.3822	39.2513	41.2139	43.2746
Administrative Assistant							
Annual	57,269.78	60,133.27	63,139.93	66,296.93	69,611.78	73,092.36	76,746.98
Monthly	4,772.48	5,011.11	5,261.66	5,524.74	5,800.98	6,091.03	6,395.58
Biweekly	2,202.68	2,312.82	2,428.46	2,549.88	2,677.38	2,811.24	2,951.81
Hourly	27.5335	28.9102	30.3557	31.8735	33.4672	35.1406	36.8976
Code Enforcement/Business License Officer							
Annual	70,162.56	73,670.69	77,354.22	81,221.93	85,283.03	89,547.18	94,024.54
Monthly	5,846.88	6,139.22	6,446.19	6,768.49	7,106.92	7,462.26	7,835.38
Biweekly	2,698.56	2,833.49	2,975.16	3,123.92	3,280.12	3,444.12	3,616.33
Hourly	33.7320	35.4186	37.1895	39.0490	41.0015	43.0515	45.2041
Custodian							
Annual	47,244.29	49,606.50	52,086.83	54,691.17	57,425.73	60,297.01	63,311.86
Monthly	3,937.02	4,133.88	4,340.57	4,557.60	4,785.48	5,024.75	5,275.99
Biweekly	1,817.09	1,907.94	2,003.34	2,103.51	2,208.68	2,319.12	2,435.07
Hourly	22.7136	23.8493	25.0417	26.2938	27.6085	28.9889	30.4384
Engineering Technician							
Annual	74,114.78	77,820.52	81,711.55	85,797.12	90,086.98	94,591.33	99,320.89
Monthly	6,176.23	6,485.04	6,809.30	7,149.76	7,507.25	7,882.61	8,276.74
Biweekly	2,850.57	2,993.10	3,142.75	3,299.89	3,464.88	3,638.13	3,820.03
Hourly	35.6321	37.4137	39.2844	41.2486	43.3110	45.4766	47.7504
Human Resources Specialist							
Annual	68,849.33	72,291.79	75,906.38	79,701.70	83,686.79	87,871.13	92,264.68
Monthly	5,737.44	6,024.32	6,325.53	6,641.81	6,973.90	7,322.59	7,688.72
Biweekly	2,648.05	2,780.45	2,919.48	3,065.45	3,218.72	3,379.66	3,548.64
Hourly	33.1006	34.7557	36.4935	38.3181	40.2340	42.2457	44.3580
Lead Maintenance Worker							
Annual	67,698.65	71,083.58	74,637.76	78,369.65	82,288.13	86,402.53	90,722.66
Monthly	5,641.55	5,923.63	6,219.81	6,530.80	6,857.34	7,200.21	7,560.22
Biweekly	2,603.79	2,733.98	2,870.68	3,014.22	3,164.93	3,323.17	3,489.33
Hourly	32.5474	34.1748	35.8835	37.6777	39.5616	41.5397	43.6167

Attachment "C"

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Lead Utility Operator							
Annual	72,034.26	75,635.97	79,417.77	83,388.66	87,558.10	91,936.00	96,532.80
Monthly	6,002.86	6,303.00	6,618.15	6,949.06	7,296.51	7,661.33	8,044.40
Biweekly	2,770.55	2,909.08	3,054.53	3,207.26	3,367.62	3,536.00	3,712.80
Hourly	34.6319	36.3634	38.1816	40.0907	42.0952	44.2000	46.4100
Maintenance Worker							
Annual	55,834.06	58,625.76	61,557.05	64,634.90	67,866.64	71,259.98	74,822.98
Monthly	4,652.84	4,885.48	5,129.75	5,386.24	5,655.55	5,938.33	6,235.25
Biweekly	2,147.46	2,254.84	2,367.58	2,485.96	2,610.26	2,740.77	2,877.81
Hourly	26.8433	28.1855	29.5947	31.0745	32.6282	34.2596	35.9726
Management Assistant							
Annual	63,138.28	66,295.19	69,609.95	73,090.45	76,744.97	80,582.22	84,611.33
Monthly	5,261.52	5,524.60	5,800.83	6,090.87	6,395.41	6,715.18	7,050.94
Biweekly	2,428.40	2,549.82	2,677.31	2,811.17	2,951.73	3,099.32	3,254.28
Hourly	30.3549	31.8727	33.4663	35.1396	36.8966	38.7415	40.6785
Recreation Coordinator							
Annual	59,750.61	62,738.14	65,875.04	69,168.80	72,627.24	76,258.60	80,071.53
Monthly	4,979.22	5,228.18	5,489.59	5,764.07	6,052.27	6,354.88	6,672.63
Biweekly	2,298.10	2,413.01	2,533.66	2,660.34	2,793.36	2,933.02	3,079.67
Hourly	28.7263	30.1626	31.6707	33.2542	34.9169	36.6628	38.4959
Water Service Worker I							
Annual	57,307.88	60,173.27	63,181.93	66,341.03	69,658.08	73,140.99	76,798.03
Monthly	4,775.66	5,014.44	5,265.16	5,528.42	5,804.84	6,095.08	6,399.84
Biweekly	2,204.15	2,314.36	2,430.07	2,551.58	2,679.16	2,813.11	2,953.77
Hourly	27.5519	28.9295	30.3759	31.8947	33.4895	35.1639	36.9221
Water Service Worker II							
Annual	62,128.62	65,235.05	68,496.80	71,921.64	75,517.72	79,293.61	83,258.29
Monthly	5,177.38	5,436.25	5,708.07	5,993.47	6,293.14	6,607.80	6,938.19
Biweekly	2,389.56	2,509.04	2,634.49	2,766.22	2,904.53	3,049.75	3,202.24
Hourly	29.8695	31.3630	32.9312	34.5777	36.3066	38.1219	40.0280

RESOLUTION NO. 2025-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA ADOPTING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF LA PALMA
AND THE LA PALMA PROFESSIONAL EMPLOYEES
ASSOCIATION**

WHEREAS, the City of La Palma (City) and the La Palma Professional Employees Association (LPPEA) have met and conferred in good faith; and

WHEREAS, the City and the LPPEA have reached an agreement; and

WHEREAS, the attached Memorandum of Understanding embodies those terms and conditions upon which an agreement was reached; and

WHEREAS, the Interim City Manager and President of LPPEA have signed the Memorandum of Understanding for the period of July 1, 2025 through June 30, 2028.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Palma hereby approves the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association for the contract period of July 1, 2025 through June 30, 2028.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of May, 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 6th day of May, 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2025 – June 30, 2028

City of La Palma

and

La Palma Professional Employees Association

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ARTICLE I

TERM OF AGREEMENT

This Memorandum of Understanding ("Memorandum") is made by and between the City of La Palma and the La Palma Professional Employees Association California (LPPEA) and shall be in effect from July 1, 2025 through June 30, 2028.

ARTICLE II

RECOGNITION

Pursuant to the Employees Resolution of the City, and California Government Code Sections 3500-3510, the City hereby recognizes the La Palma Professional Employees' Association as the majority representative of the full-time employees who are members of the Association, which includes employees in all general classifications as follows:

Accounting Supervisor
Community Services Supervisor
Deputy City Clerk/Executive Assistant
Human Resources Analyst
Management Analyst
Water Supervisor

An employee who is regularly scheduled to work 40 hours per week is considered to be full time.

The parties agree that any job description or classification that the City proposes to add, delete, or change in the bargaining unit is subject to the meet and confer process.

ARTICLE III

COMPENSATION

SECTION 1. The basic compensation plan for all full-time employees of the City of La Palma who are now employed, or in the future will be employed, in any of the categories of employment represented by the Unit is set forth in Article II. The plan will encompass employee obligations and privileges with recognition of faithful and efficient service.

SECTION 2. CATEGORIES OF EMPLOYMENT

Regular Full-Time - Positions with characteristics requiring full-time employment of 40 hours per work period.

SECTION 3. COMPENSATION - REGULAR FULL-TIME CATEGORY

A. Compensation shall be determined from Attachment A consisting of a schedule of salary and 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 satisfactory 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 an employee's initial six months of satisfactory service in the classification, if the employee is hired at Step A, as determined by the Department Head.

Advancement to the next step at the completion of an employee's initial twelve months of satisfactory service in the classification, if the employee is hired at A, as determined by the Department Head.

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 Department Head.

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 Department Head.

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 her/his 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. Promotion or Advancement in Rate of Compensation. When an employee is promoted from the employment in one class to the employment in a class assigned a higher range, advancement shall be to the lowest step in such higher range, which will provide not less than a five percent (5%) increase in compensation unless the top step in such range provides less than a five percent (5%) increase. Additional compensation being received because of special assignment shall not be considered in determining to which step an employee is advanced.

E. Reassignment of Compensation Ranges. Any employee who is employed in a classification which is reassigned to a different salary range from that previously assigned shall be retained at the same salary step in the new range closest to the salary amount they had previously and shall have credit for the length of service in such step that was served in such lower range applied to determine the time eligible to move to the next higher step in the new range provided, however that the City Manager may at the time of reassignment, at his/her discretion, place the employee in such step and make such changes in anniversary dates as may be deemed appropriate.

F. Reduction in Compensation for cause. The compensation of any employee may be reduced by one or more steps for good cause, upon the recommendation of the Department Head and approval of the City Manager.

G. Reduction in Compensation for disability. When a regular employee in good standing is reduced to a position in a lower class for physical disability reasons, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay

immediately prior to reduction and shall retain their merit increase eligibility date.

H. Demotion. When an employee is demoted to a position in a lower range, on the approval of the City Manager, his or her compensation shall be at a rate reduction of at least one step.

I. Y-Rate. If an employee is demoted and the compensation reduction as described in H above exceeds the top step in the employee's new classification, the employee may be Y-rated at the discretion of the City Manager. The employee shall receive no equity, cost of living, or any other increases in salary until their current salary is equal to or lesser than the top step in their new classification.

J. 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 4. STANDBY DUTY/CALL BACK PAY/WATER WEEKEND DUTY

A. Standby Duty. The Water Supervisor shall be eligible for Standby Duty and associated pay as follows:

Standby duty is remaining in a state of readiness and available for call outs and emergencies. It is not time worked. Decisions regarding if and when to place employees on standby is the prerogative of the Department Director. Compensation for Standby Duty shall be \$200 per week for each week of Standby duty. Standby duty over designated holidays shall be for 24 hours and shall be compensated with 8 hours of regular time and is separate from the normal weekly standby duty. Additional compensation for actual time spent checking on the water system twice each day on weekend days, designated Fridays off, and holidays shall be provided for water weekend duty as described in Section 4 (B) below.

In order to be eligible to work standby duty, employees must be able to report to the work site within 30 minutes of being called. This time will be determined using a reputable internet mapping site to determine the length of time required to drive from the employee's residence to City Hall. Standby duty will be assigned on an equitable and fair basis to all qualified employees. At the discretion of the City Manager employees not able to comply with the 30-minute response time requirement will be eligible for Standby duty. Employees who cannot comply with the 30 minute response time requirement, but who still wish to be on Standby duty, will not receive compensation for travel time to or from the work location.

B. Call Back and Emergency Overtime Duty. In addition to standby compensation, The Water Supervisor shall be eligible for Call Back and Emergency Overtime Duty and associated pay as follows:

Due to the extraordinary call back hours required of the Water Supervisor, they shall receive a minimum of two hours compensation at Overtime rates (1.5) for hours worked

for any call—including during the holiday closure--which requires them to return to duty with less than 24 hours' notice. The maximum total of callback and/or Emergency Overtime compensated hours shall not exceed a combined total of 320 hours per fiscal year for both employees. Any hours in excess of 320 shall not be compensable.

If other members of the LPPEA are called out during an evening or weekend, their schedule can be "flexed" by their Department Head.

C. Water Weekend Duty. Employees in the Water Division are required to perform Water Weekend Duty which involves a combination of standby and call back to work, but where there is more than 24 hours' notice of the additional return to work required. Standby time is compensated as described above in Section 4 (A). The additional work required with more than 24 hours' notice shall be compensated at the employee's regular rate for four hours each day, which includes checking the water system on site twice daily and by internet connection a minimum of twice daily and as needed. The four hours is compensated at straight time unless the hours exceed the Overtime threshold, at which time, the portion exceeding forty hours would then be compensated at Overtime rates. Call back time during the "Holiday Closure" shall be at Overtime rates regardless of whether or not the employee has exceeded 40 hours in the work week.

D. Court Time. Employees who are required to appear in court during their off duty hours on behalf of the City shall receive overtime compensation for the number of hours actually spent in court, plus round trip travel time from the place of employment to the court, with a minimum of two (2) hours of such compensation. If a City vehicle is not available, mileage will be paid at the standard mileage rate as established by the IRS from time to time.

E. Overtime and Compensatory Time. All members of the LPPEA are classified as FLSA-exempt employees and are not eligible for overtime or compensatory time.

SECTION 5. 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 the 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 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. alternate Fridays). Employees will be allowed to keep the stipend provided by the County.

C. Acting Pay. All employees, who by written assignment by their Department Head, perform the duties of a position with a higher salary classification than that in which they are regularly employed, shall receive the compensation specified for the position to which they are thus assigned if they perform the duties thereof for a period of one (1) uninterrupted month or more, said increased compensation to be at such step within the higher classification as will accord such employee an increase of at least five percent (5%) over their current regular compensation, provided that the compensation does not exceed the maximum step in the salary range for the higher classification. Such compensation shall be retroactive to the first day of the assignment.

D. 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. Employees receiving bilingual pay may be required to utilize these skills for translation purposes.

SECTION 6. PAY PERIODS

All employees shall be paid bi-weekly. Requests for changes to tax 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).

SECTION 7. SALARY SCHEDULE

- A. All classifications in Attachment A – Salary Schedule shall receive a 5.0% increase to each step within the pay schedule effective July 1, 2025.
- B. All classifications in Attachment B – Salary Schedule shall receive a 4.0% increase to each step within the pay schedule effective July 1, 2026.
- C. All classifications in Attachment C – Salary Schedule shall receive a 4.0% increase to each step within the pay schedule effective July 1, 2027.

SECTION 8. REST PERIODS AND CLEANUP TIME

- A. Employees shall be allowed paid rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such a rest period shall be scheduled in accordance with the requirements of the work unit, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period.
- B. Each employee shall, when necessary, be permitted a reasonable period of paid time, as determined by the Department Head, at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, and personal wash up as necessary.

SECTION 9. SCHEDULE OF WORK

Employees are assigned to a seven day work period. Regularly scheduled hours of work for employees working regular business hours shall be Monday through Thursday, 7:30 a.m. to 6:30 p.m. with a one hour meal break. Employees not associated with regular business hours may have a different schedule, but will not exceed 40 regularly scheduled hours of work for the work period. By setting these schedules, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies.

SECTION 10. DIRECT DEPOSIT

All employees are required to sign up for direct deposit.

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. An employee shall be on probation for a period of one year from the date of commencement of employment. Probation may be extended when warranted upon approval of the City Manager. Such employee may be granted a salary increase, in the discretion of the City Manager, despite such extension of the probationary period. Probationary employees may be terminated from employment with or without cause by the Department Head with the approval of the City Manager, in their sole discretion, and in accordance with State and Federal laws.

SECTION 5. OTHER EMPLOYMENT. No employee shall engage in any other employment, that is inconsistent or incompatible with City employment. Other employment must be approved in advance by the Department Head. Wearing of City uniforms or City-supplied clothing while engaging in non-City employment is prohibited.

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, 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 (F). 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(F). When a designated holiday falls on Sunday, the day of absence shall be the following Monday.

A. All full-time employees shall be granted forty (40) hours of absence, termed "floating holiday", in addition to designated holidays. "Floating holiday" time shall be taken between July 1 and June 30 of the fiscal year at a time selected by the employee with the concurrence of the Department Head. For new employees, floating holiday hours shall be pro-rated over the fiscal year based on the employee's employment date. Any floating holiday time remaining as of June 30 of the fiscal year shall be forfeited and at no time shall floating holiday time be eligible for cashout.

B. All City Hall, City Yard, Police Department Administrative staff, and Recreation and Community Services full-time staff will utilize floating holiday time, administrative leave, compensatory leave, or vacation leave to facilitate a Holiday closure between the Christmas Holiday and the New Year's Holiday.

C. 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".

D. No absence under the holiday provisions in this article shall be charged to or paid from sick leave accumulated benefits.

E. Holiday pay for Full-Time Employees. Full-time employees covered by this agreement, shall be paid on the basis of the number of hours normally scheduled on the day on which the holiday falls. If the employee would have worked in excess of 10 hours, the employee will be required to utilize Administrative, Compensatory (if available), Floating Holiday, or Vacation hours to supplement the difference.

F. When Christmas falls on a Friday, ten 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, ten 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 Full-time Employees (Hired prior to July 1, 2011). Vacation credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours) 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) 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 Employees (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. Taking. All or any part of accrued vacation hours may be taken only as herein provided. Accrued vacation hours taken shall be counted as full-time employment.

D. 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/her sole discretion.

E. Department Head Approval. An employee shall not be entitled to take vacation unless the date(s) of the vacation are approved in advance by the employee's Department Head, or, in the event of the Department Head's refusal or failure to do so, 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 Department Head 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 Department Head determines that an emergency or other unusual occurrence exists for which sick leave cannot be used and the employee has no compensatory time or other appropriate leave available, the Department Head has the discretion to allow vacation hours to be used when an employee calls in an absence on the actual day of the absence.

F. 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.

G. Vacation Cash-out Option. Each full-time employee shall have the option of cashing out up to one hundred (100) hours of vacation, once per fiscal year. However, the employee must retain a bank of at least 20 hours of vacation following the cashout. Cashout requests shall be processed and included on the next available regular paycheck following an

approved request to cashout the leave.

H. Termination of Employment. Except as otherwise herein provided, an 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 employee.

- A. 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 1 hour for each hour an 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, 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 233. 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 full-time employee shall be afforded the opportunity to use up to two 18 hours of sick leave benefits per fiscal year (on a non-accumulative 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 full-time 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 who have 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. A full-time 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.

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 prior approval of the Department Head except for unforeseen illness or injury in which case approval will be sought as the earliest practicable time.

B. If an 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 an employee's absence due to personal illness or injury extends for more than five consecutive working days, the Department Head, with the approval of 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 employee's return to work following an absence for more than five working days due to illness or injury, an employee shall submit to their Department Head 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 unearned sick leave credit advanced except by order 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 full-time 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. This compensation shall be provided when final verification of retirement is received by the City from CalPERS.

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 terminated for any reason, other than provided in Section 8 (B), after 60 months of continuous employment, compensation for thirty-five percent (35%) of the maximum of 320 unused sick

leave accumulated hours, computed to the nearest whole dollar will be paid. 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, thirty-five percent (35%) 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 245 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 full-time employee shall be granted paid Bereavement Leave of no more than 40 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. An 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 a Department Head in his/her sole discretion. Leaves of absence without pay, each not to exceed one year, may be granted by the City Manager in hers/his 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 by this MOU, 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 his or her sole expense at the actual rate charged.

SECTION 7. ADMINISTRATIVE LEAVE. Employees shall be entitled to administrative leave with no loss in salary for a total of 40 hours per fiscal year subject to the approval of their Department Head.

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. An employee who is required by his or her Department Head 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.

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. Prior to enrolling in a class for desirable training, a full-time employee desiring reimbursement for their expenses shall obtain the Department Head's approval as to course content and its relationship to the employee's employment with the City. In the event the Department Head approves such request, which approval shall be in the Department Head'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 his or her Department Head 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 per semester 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 Department Head and the City Manager in 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.
- 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 INSURANCESECTION 1. MEDICAL PREMIUMS.

A. All 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 in Section 5 of Article III for any other eligible plans.

B. Medical Plan Premiums.

For full-time 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, 2025:	\$158
January 1, 2026:	\$160 (estimate)
January 1, 2027:	\$162 (estimate)

The actual PEMHCA amount will be adjusted annually pursuant to the amounts required by Government Code Section 22892.

C. Fringe Benefit Cafeteria Plans.

The City shall make a monthly fringe benefit contribution to each eligible 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 CalPERS health plans shall be in the following manner.

Effective July 1, 2025			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$509.49	\$158	\$667.49
Employee + one	\$998.49	\$158	\$1,156.49
Employee + two or more	\$1,257.49	\$158	\$1,415.49
Effective January 1, 2026			
Employee Only	\$507.49*	\$160*	\$667.49
Employee + one	\$996.49*	\$160*	\$1,156.49
Employee + two or more	\$1,255.49*	\$160*	\$1,415.49
Effective January 1, 2027			
Employee Only	\$505.49*	\$162*	\$667.49
Employee + one	\$994.49*	\$162*	\$1,156.49
Employee + two or more	\$1,253.49*	\$162*	\$1,415.49
*Estimated			

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. An 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. Full-time employees hired before 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 receive \$667.49 monthly cash payout. The payment shall be calculated and distributed with the second paycheck of each month. Full-time employees 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.

1. Full-time employees whose monthly health plan premiums were less than the City contribution outlined in Section 1 (B) and (C) above and were provided the difference in a cash payment before July 1, 2018, shall continue to receive the cash payment unless those employees change from single to dependent coverage. If the employee opts for dependent coverage, any cash amount they may have been receiving shall be forfeited. The cash payment amounts are not subject to any additional increases to the City's contribution amounts outlined in Section 1 (B) and (C).

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.

F. Full-time 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).

Full-time 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.

G. 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.

H. Except as set forth in Sections 1 (A) through 1 (C) above, the City shall not pay directly or indirectly 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 CalPERS plan.

SECTION 2. DENTAL PLAN.

A. A full-time employee shall 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 full-time 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 full-time 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 through age 25.

E. The City will continue to provide employees the option of choosing between HMO and PPO plans.

SECTION 3. VISION PLAN. An employee and his or her dependents may receive up to \$400 per fiscal year for vision care expenses relating 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 full-time employees shall be enrolled in the long-term disability plan as provided by the City, with the City paying 100% of the premium, and the plan having a 30-day elimination period

SECTION 5. LIFE INSURANCE. The City shall provide life insurance for full-time employees in the amount of \$100,000, \$3,000 for spouse, and \$2,000 per dependent.

SECTION 6. FLEXIBLE BENEFITS PLAN. The City shall offer an IRS Flexible Benefits Plan to all full-time employees in the bargaining unit for the purposes of pre-tax payroll deductions for child care 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 as new City of La Palma Employees on or after July 1, 2011), but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRA).
- C. Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees (Hired on or after January 1, 2013)

Plan	Benefit	Computed On	City Pays	Employee Pays
Tier One Misc.	2.7% @ 55	Single highest year	ER Contribution	EE Contribution
Tier Two Misc.	2% @ 60	Highest Average 36 consecutive months	ER Contribution	EE Contribution
PEPRA Misc.	2% @ 62	Highest Average 36 consecutive months	ER Contribution	EE Contribution

- D. All employee payments shall be reported as normal contributions and shall be credited to each member's account.
- E. All computations shall be according to California Public Employees Retirement Law (PERL).
- F. All of these retirement plans shall provide the CalPERS Level 4 Survivor Benefit.
- G. 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 by the City Manager. LPPEA shall select a member to participate in developing a recommendation to the City Manager for the choice of carrier. The City Manager's selection of the carrier shall be final. In addition to the provisions contained in Article X, Section 1(F), the City shall contribute 1% of an employee's salary to a deferred compensation plan. 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).

ARTICLE XIII

UNIFORMS

SECTION 1. The City will provide the following uniforms for an employee in the Water Division.

A. Eleven sets, comprised of shirt, shorts, and trousers, for employees working five (5) day workweeks. Employees shall keep on hand a pair of uniform trousers in their locker at all times. Further, it shall be at the Department Head's discretion to determine when uniform trousers must be worn for particular assignments.

SECTION 2. BOOT REIMBURSEMENT.

A. The City shall provide an employee in the Water Division an annual cash boot reimbursement of up to \$300 per fiscal year. At all times while on duty, those employees shall wear approved steel-toed safety boots, and they must be kept in good repair.

B. The boot reimbursement shall be paid once per fiscal year on the first available paycheck following the employee providing a copy of the boot receipt to the City.

C. For newly hired employees, in the event the employee is unsuccessful in satisfactorily performing job duties within their first year of employment, a pro-rated amount of the boot reimbursement shall be due to the City.

ARTICLE XIV

COMPLETION OF MEET AND CONFER

SECTION 1. EXCLUSIVITY OF SCOPE OF MOU. It is the express understanding of the parties hereto that this Memorandum of Understanding represents the sole and complete understanding between the parties, and that this Memorandum of Understanding shall govern the entire relationship between the parties and shall be the sole source of any rights which may be asserted hereunder. In this regard, the parties shall not be obligated or required to meet and confer, except by their mutual consent, with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Employees and/or the LPPEA at the time they met and conferred or executed this Memorandum of Understanding, and even though subjects or matters were proposed by one of the parties and later withdrawn.

SECTION 2. RESERVATION OF CITY'S RIGHTS. The parties hereto further expressly understand that all rights not clearly and expressly limited by this Memorandum of Understanding are expressly reserved to the City, even though not enumerated. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, supplement, change, alter, modify, or discontinue, in whole or in part, any term or condition of employment, or adopt any policy, rule, regulation, program or practice as the City deems in its sole discretion to be necessary or appropriate; provided, however, that the City shall comply with all Federal and State laws relating to employee rights, opportunities, and benefits except for the requirement to meet and confer with regard to such changes, alterations, modification or exercise of such reserve power, which right has been expressly waived by the Employees and the LPPEA.

SECTION 3. 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 retains the sole and exclusive option to re-open the MOU to meet and confer 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.

During the first twelve (12) months of this MOU, the parties agree to reopen the MOU regarding the timing of employee leave benefit payments. The intent of this reopener is to evaluate potential changes to payment timing that could mitigate unintended tax implications under IRS rules governing constructive receipt. The parties acknowledge that this reopener does not obligate the City to change and/or modify any provisions of the MOU during the term of the MOU. Any changes/modifications to the MOU as a consequence of this reopener must be by mutual agreement. The failure to reach mutual agreement is not subject to the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION. A "grievance" is a formal, written allegation by a grievant that they have been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Procedure set forth in this Memorandum of Understanding.

SECTION 2. PROCEDURE.

A. Informal Resolution. Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted an interview with the division manager, if one exists, in order to discuss the grievance.

C. If the division manager and employee cannot reach a solution to the grievance, the employee may, within ten (10) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the department head.

D. The department head shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the department head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the department head, submit a written appeal to the City Manager.

E. The City Manager shall review the grievance and meet with the employee within ten (10) calendar days of receiving the appeal. Within ten (10) calendar days of the meeting, the City Manager shall respond to the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.

F. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted their administrative remedy.

G. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

H. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or department head in presenting the appeal. However, no employee shall absent themselves without first being excused by their supervisor.

I. No employee shall be required to be represented by an employee organization in processing a grievance.

J Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

K. The settlement terms of a grievance which is processed by an employee individually or by a formally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.

L. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

M. Performance evaluations, including performance improvement plans, are not grievable. However, an employee who disagrees with all or part of an evaluation has the right to attach comments pertaining to the areas of disagreement, which become a formal

part of the evaluation.

N. The grievance shall be submitted on a form prescribed by the Personnel Officer, and shall contain (1) the specific situation, act or acts alleged to be unfair, (2) the alleged inequity or damage suffered by the employee, and (3) the relief sought.

O. Copies of grievance forms and case files will not be placed in employee personnel files, but will be maintained in separate files in the Human Resources Division.

P. In the event a “calendar day” deadline falls on a Saturday, Sunday or observed City holiday (in which the City Hall is closed), the “calendar day” deadline shall roll-over to the next business day in which City Hall is open.

ARTICLE XVI

LAYOFF PROCEDURE

SECTION 1. INTENT

- A. Whenever in the judgment of the City Council it becomes necessary in the interest of the economy, or because the necessity for a position no longer exists, the City Council may abolish any position for employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action and without the right of appeal.
- B. The layoff procedure is intended to give a consideration of both seniority and competency whenever the layoff of employees is necessary.

SECTION 2. PROCEDURE

- A. Determination of need for layoff will be made by the City. Classifications to be affected and the number of employees included will be determined by the City.
- B. Employees to be laid off shall be given at least fourteen (14) days prior notice (or two weeks' pay in lieu of notice).
- C. If an employee in an affected classification is a probationary appointment, that employee will be selected to be laid off, subject to bumping and reemployment rights if they are a promotional probationary employee. (Any temporary, seasonal, provisional and/or part-time employees in the classification shall be laid off first.)
- D. Employees who have successfully completed probation in the affected classification will be ranked by 1) seniority, and 2) competency in the classification.
- E. The Department Head will determine, based upon official personnel records, and/or qualified testing procedures, where applicable, the individual selected for layoff in the classification. The Department Head will utilize a combination of the seniority and competency of the individual in making this determination as set forth in the following example:

	Seniority Ranking in Classification ("1" Having Most Seniority)	Competency Ranking ("1" Being Most Competent)	Average Ranking (Seniority Ranking + Competency Ranking, Divided by 2)
Employee A	1	2	$3 \div 2 = 1.5$
Employee B	2	3	$5 \div 2 = 2.5$
Employee C	3	1	$4 \div 2 = 2$

Employee B (with the higher average total) would be the employee selected to be laid off in this classification. If Employee B chooses to bump into a lower classification, they would be given a competency factor equal to the average for the new classification. In the event of equal average ranking scores, competency will be used to determine selection.

SECTION 3. BUMPING RIGHTS.

An individual laid off from a particular classification may "bump" into a classification in their Department for which he/she is qualified where the person has held the position previously with the City. After an employee is informed of an impending layoff or "bump down" he/she must inform the City Manager within five working days of his/her intent to take the option of the layoff or the "bump down." If an employee chooses to "bump down," the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.

SECTION 4. REEMPLOYMENT RIGHTS.

The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists in the order of their competency, from highest to lowest. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.

When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.

ARTICLE XVII

LPPEA AND EMPLOYEE RIGHTS

SECTION 1. EMPLOYEE RIGHTS. The City shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

SECTION 2. PAYROLL DEDUCTION. Membership dues of LPPEA members in this Representation Unit shall be deducted by the City from the pay warrants of such members. The City shall promptly transmit the dues and insurance premiums so deducted to LPPEA.

SECTION 3. USE OF BULLETIN BOARDS. Space shall be made available to LPPEA on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department.

ARTICLE XVIII

INTEGRATION AND CONSTRUCTION

This Memorandum of Understanding represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Memorandum of Understanding. This Memorandum of Understanding shall be construed as if drafted by all of the parties hereto.

ARTICLE XIX

NONDISCRIMINATION

SECTION 1. The City and the La Palma Professional Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination to individuals in a Protected Class as defined in Article IV, Section 1.

SECTION 2. LPPEA shall not discriminate in membership or representation on any basis cited in Section 1 of this Article.

ARTICLE XX

SEPARABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI

MAINTENANCE OF MEMBERSHIP

All employees who are members of the Association or who thereafter become members of the Association, shall remain members of the Association, except that any employee may withdraw from the Association by written notice to the Association and the City during the thirty (30) days prior to the expiration of this Agreement.

ARTICLE XXII

DISCIPLINARY PROCEDURE

I. AUTHORITY TO DISCIPLINE.

The City Manager and Department Heads are authorized to take disciplinary action regarding employees under their control in accordance with, and within the limits of these rules. Every supervisor shall assist his/her superiors in achieving sound discipline, and acceptance of a supervisory position shall constitute acceptance by that employee of the corresponding duties and responsibilities, including those disciplinary in nature. Failure to take disciplinary action when appropriate shall reflect on the performance of the supervisor or supervisors involved.

II. CAUSE FOR DISCIPLINE

Each of the following constitutes cause for discipline of an employee. This is not an exclusive list but is provided as a guideline. It is the intent of these rules, however, to include as a cause for discipline any action or non-action by an employee which impedes or disrupts the performance of the City and its organizational component units, is detrimental to employee or public safety, violates properly established rules and procedures, or adversely affects the reputation of the City and its officers or employees.

A. Examples of causes for discipline include, but are not limited to:

1. Any violation of any written rule or regulation promulgated by City related to conduct or performance.
2. Fraud in securing appointment.
3. Incompetency.
4. Inefficiency.
5. Inexcusable neglect of duty.
6. Dishonesty or lying to a supervisor or superior.
7. Violation of any law relating to conflicts of interest, whether contractual or financial.
8. Being under the influence of or using alcohol or drugs on duty, except for prescription drugs provided the Department Head is informed of all warnings on the prescription or drug and provided the employee complies with such warning.

9. While on duty, being in possession of, selling, or using narcotics or any contraband substance.
10. Unexcused Absence.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty or nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
12. Participating in a strike, work stoppage, slowdown, or a sickout, except as authorized by law.
13. Defrauding the City by making a false claim for compensation, benefits, or reimbursements.
14. Making a false Workers Compensation claim against the City.
15. Improper political activity which prevents the employee or other employees from the efficient performance of employment with the City, or which has a disruptive effect on the efficiency or integrity of the City service or the department in which such employee is employed.
16. Failure or refuse to cooperate with supervisory personnel or other employees.
17. Misuse or misappropriation of City property or funds.
18. Gambling for money or articles of value on City property or during working hours.
19. Tardiness.
20. Abuse of sick leave privileges, including but not limited to reporting sick when not sick, and obtaining sick leave pay falsely or under false pretenses.
21. Excessive absenteeism, which impairs the City's ability to provide services or function effectively or efficiently.
22. Refusal to take and subscribe any oath or affirmation, which is required by law or these rules in connection with his or her employment.
23. Refusing to report on official call in an emergency.
24. Violation of departmental rules and regulations.
25. Intentionally misrepresenting information or facts in any statement, declaration

or affidavit duly required of any employee.

26. Insubordination. Insubordination shall be defined as failure or refusal to carry out an order or directive of a superior.
27. Any dishonest or wrongful conduct, act or omission, either during or outside of duty hours.
28. Asking, receiving, or agreeing to receive any bribe, gratuity or reward of any kind upon any understanding that any employee's action shall be influenced thereby, or shall be given in any particular manner, or upon which any employee may be required to act in the employee's capacity; or attempting by menace, deceit, suppression of truth, or any corrupt means to influence any employee to commit any act, conduct or omission which is clearly inconsistent, incompatible, in conflict with, or inimical to the best interests of the City.
29. Failure to observe or comply with safe working standards, to endanger, to injure, or to damage public property or the private property of any employee or member of the public through negligent, improper or careless conduct or use of equipment; or to permit such actions on the part of any employee under his or her supervision or control.
30. Conduct disrespectful to the public, elected and appointed City officials, supervisors, superiors, Department Heads or members of City boards or commissions.

B. In the event that the City imposes disciplinary action for cause, including but not limited to any of the above acts and omissions, the employee shall have the right to contest or seek review of the disciplinary action or the basis thereof, in accordance with procedures set forth in Section 4 and 5.

III. TYPES OF DISCIPLINARY ACTION

Disciplinary actions include reprimands, suspensions, demotions and dismissal, as defined below:

A. Verbal Reprimand. An oral warning that may be given to the employee in the event that the City Manager or their designee determines that a deficiency in performance or conduct is not of sufficient magnitude to warrant a more formal disciplinary action. A confidential written record may be made of such conferences and placed in the employee's file with a copy provided to the employee.

B. Written Reprimands. A written statement from the City Manager or their designee to the employee relating to an action or omission which meets any of the grounds for disciplinary action listed in these rules, indicating that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is

not corrected. The written statement shall be placed in the employee's file, with a copy provided to the employee.

C. Suspension. The temporary separation of the employee from City service without pay for disciplinary purposes for a period not to exceed thirty (30) calendar days per occurrence.

D. Demotion. A change in employment status from one position to another having a lower rate of pay and/or a change in duties which are allocated to a class having a lower maximum rate of pay. The demotion may be temporary or permanent.

E. Dismissal. The discharge of the employee from City service for disciplinary purposes.

IV. DISCIPLINARY PROCEDURES

A. Non-Appealable Disciplinary Actions. Verbal and Written reprimands are not subject to administrative review or appeal. However, the employee has the right to place in their file a written response or rebuttal to any confidential written record of verbal reprimand or written reprimand, provided that such response or rebuttal is submitted for inclusion in the file within thirty (30) days of the employee's receipt of the confidential written record.

B. When a regular employee in the competitive service is to be suspended, demoted or dismissed, a preliminary written notice of the proposed action shall be prepared by the Department Head, reviewed by the City Manager or their designee, and then delivered to the employee. The written notice shall include:

1. The charges against the employee and reasons for the proposed disciplinary action to be taken, if any.
2. The proposed disciplinary action to be taken, if any.
3. A statement advising the employee that, before any proposed disciplinary action takes effect, the employee or his or her representative has the right to respond orally or in writing within five (5) working days from the employee's receipt of the written notice.

All charges filed against a regular employee shall be documented in clear and concise language. The employee or their representative shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and, if practicable, shall be supplied a copy of the documents.

Within ten (10) working days after the employee has had the opportunity to respond, the City Manager or their designee shall notify the employee in writing of any disciplinary action to be taken and the effective date of such disciplinary action.

V. APPEAL PROCEDURES

A. Any regular employee in the classified service shall have the right to appeal any termination, suspension of forty (40) hours or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to verbal and written reprimands, suspensions of less than forty (40) hours, probationary demotions, performance evaluations and denial of merit increases. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's Office so that the same is date stamped within a 10 day period. If, within the 10 day appeal period, the employee involved does not file said appeal, unless good cause for failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If the employee files an appeal and follows the procedures described above, an appeal hearing shall be established as follows:

The American Arbitration Association shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one name from the list of hearing officers (the right to strike the first name to be determined by lots) until one name remains, and that person shall be the hearing officer.

B. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 60 calendar days, from the date of filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date and place of the hearing.

C. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

D. Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party, not less than 7 calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officers.

E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that

they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence.

F. Each party shall have their rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

G. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on their part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof, the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

H. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper decision. The hearing officer shall render their judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. The

hearing officer's decision shall set forth which charges, if any, are sustained and the reason therefore. The opinion shall set forth findings of fact and conclusions.

I. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. They may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. They may not recommend for discipline more stringent than that issued by the Department Head.

The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth their findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

J. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager, or their designee, shall adopt, amend, modify, or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager, or their designee, shall order and read the transcript to the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager, or their designee, shall not conduct a de novo hearing. The City Manager, or their designee, may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager, or their designee, shall be final and conclusive. Copies of the City Manager's or their designee's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

K. The decision of the City Manager, or their designee, shall be final and conclusive. Copies of the City Manager's or his/her designee's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

L. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

M. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, or his/her designee, whichever is applicable. If discipline imposed resulted in loss

of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

N. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

ARTICLE XXIII

IMPLEMENTATION

This Memorandum of Understanding is subject to approval by the City Council of the City as implemented by appropriate resolution(s) of the City Council.

LA PALMA PROFESSIONAL
EMPLOYEES ASSOCIATION

DocuSigned by:

jaNell Adams

5BA48EFA360F49E

jaNell Adams, President

Dated: April 29, 2025

CITY OF LA PALMA

Signed by:

Michael Egan

E555574C843F4D7...

Michael J. Egan, Interim City Manager

Dated: May 1, 2025

ATTACHMENT "A"

La Palma Professional Employees Association Classification and Salary Table July 1, 2025 to June 30, 2026 Pursuant to Article III, Section 7A of the current MOU							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Accounting Supervisor							
Annual	87,225.64	91,586.92	96,166.27	100,974.58	106,023.31	111,324.47	116,890.70
Monthly	7,268.80	7,632.24	8,013.86	8,414.55	8,835.28	9,277.04	9,740.89
Biweekly	3,354.83	3,522.57	3,698.70	3,883.64	4,077.82	4,281.71	4,495.80
Hourly	41.9354	44.0322	46.2338	48.5455	50.9727	53.5214	56.1975
Community Services Supervisor							
Annual	87,225.64	91,586.92	96,166.27	100,974.58	106,023.31	111,324.47	116,890.70
Monthly	7,268.80	7,632.24	8,013.86	8,414.55	8,835.28	9,277.04	9,740.89
Biweekly	3,354.83	3,522.57	3,698.70	3,883.64	4,077.82	4,281.71	4,495.80
Hourly	41.9354	44.0322	46.2338	48.5455	50.9727	53.5214	56.1975
Deputy City Clerk/Executive Assistant							
Annual	79,070.13	83,023.64	87,174.82	91,533.56	96,110.24	100,915.75	105,961.54
Monthly	6,589.18	6,918.64	7,264.57	7,627.80	8,009.19	8,409.65	8,830.13
Biweekly	3,041.16	3,193.22	3,352.88	3,520.52	3,696.55	3,881.38	4,075.44
Hourly	38.0145	39.9152	41.9110	44.0065	46.2068	48.5172	50.9430
Human Resources Analyst							
Annual	75,023.87	78,775.06	82,713.82	86,849.51	91,191.98	95,751.58	100,539.16
Monthly	6,251.99	6,564.59	6,892.82	7,237.46	7,599.33	7,979.30	8,378.26
Biweekly	2,885.53	3,029.81	3,181.30	3,340.37	3,507.38	3,682.75	3,866.89
Hourly	36.0692	37.8726	39.7663	41.7546	43.8423	46.0344	48.3361
Management Analyst							
Annual	79,070.13	83,023.64	87,174.82	91,533.56	96,110.24	100,915.75	105,961.54
Monthly	6,589.18	6,918.64	7,264.57	7,627.80	8,009.19	8,409.65	8,830.13
Biweekly	3,041.16	3,193.22	3,352.88	3,520.52	3,696.55	3,881.38	4,075.44
Hourly	38.0145	39.9152	41.9110	44.0065	46.2068	48.5172	50.9430
Water Supervisor							
Annual	92,454.83	97,077.58	101,931.45	107,028.03	112,379.43	117,998.40	123,898.32
Monthly	7,704.57	8,089.80	8,494.29	8,919.00	9,364.95	9,833.20	10,324.86
Biweekly	3,555.96	3,733.75	3,920.44	4,116.46	4,322.29	4,538.40	4,765.32
Hourly	44.4494	46.6719	49.0055	51.4558	54.0286	56.7300	59.5665

ATTACHMENT "B"

La Palma Professional Employees Association Classification and Salary Table July 1, 2026 to June 30, 2027 Pursuant to Article III, Section 7B of the current MOU							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Accounting Supervisor							
Annual	90,714.66	95,250.40	100,012.92	105,013.56	110,264.24	115,777.45	121,566.32
Monthly	7,559.56	7,937.53	8,334.41	8,751.13	9,188.69	9,648.12	10,130.53
Biweekly	3,489.03	3,663.48	3,846.65	4,038.98	4,240.93	4,452.98	4,675.63
Hourly	43.6128	45.7935	48.0831	50.4873	53.0117	55.6622	58.4453
Community Services Supervisor							
Annual	90,714.66	95,250.40	100,012.92	105,013.56	110,264.24	115,777.45	121,566.32
Monthly	7,559.56	7,937.53	8,334.41	8,751.13	9,188.69	9,648.12	10,130.53
Biweekly	3,489.03	3,663.48	3,846.65	4,038.98	4,240.93	4,452.98	4,675.63
Hourly	43.6128	45.7935	48.0831	50.4873	53.0117	55.6622	58.4453
Deputy City Clerk/Executive Assistant							
Annual	82,232.94	86,344.59	90,661.81	95,194.91	99,954.65	104,952.38	110,200.00
Monthly	6,852.74	7,195.38	7,555.15	7,932.91	8,329.55	8,746.03	9,183.33
Biweekly	3,162.81	3,320.95	3,486.99	3,661.34	3,844.41	4,036.63	4,238.46
Hourly	39.5351	41.5118	43.5874	45.7668	48.0551	50.4579	52.9808
Human Resources Analyst							
Annual	78,024.83	81,926.07	86,022.37	90,323.49	94,839.66	99,581.65	104,560.73
Monthly	6,502.07	6,827.17	7,168.53	7,526.96	7,903.31	8,298.47	8,713.39
Biweekly	3,000.95	3,151.00	3,308.55	3,473.98	3,647.68	3,830.06	4,021.57
Hourly	37.5119	39.3875	41.3569	43.4248	45.5960	47.8758	50.2696
Management Analyst							
Annual	82,232.94	86,344.59	90,661.81	95,194.91	99,954.65	104,952.38	110,200.00
Monthly	6,852.74	7,195.38	7,555.15	7,932.91	8,329.55	8,746.03	9,183.33
Biweekly	3,162.81	3,320.95	3,486.99	3,661.34	3,844.41	4,036.63	4,238.46
Hourly	39.5351	41.5118	43.5874	45.7668	48.0551	50.4579	52.9808
Water Supervisor							
Annual	96,153.03	100,960.68	106,008.71	111,309.15	116,874.61	122,718.34	128,854.25
Monthly	8,012.75	8,413.39	8,834.06	9,275.76	9,739.55	10,226.53	10,737.85
Biweekly	3,698.19	3,883.10	4,077.26	4,281.12	4,495.18	4,719.94	4,955.93
Hourly	46.2274	48.5388	50.9657	53.5140	56.1897	58.9992	61.9492

ATTACHMENT "C"

La Palma Professional Employees Association Classification and Salary Table July 1, 2027 to June 30, 2028 Pursuant to Article III, Section 7C of the current MOU							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Accounting Supervisor							
Annual	94,343.25	99,060.41	104,013.43	109,214.10	114,674.81	120,408.55	126,428.98
Monthly	7,861.94	8,255.03	8,667.79	9,101.18	9,556.23	10,034.05	10,535.75
Biweekly	3,628.59	3,810.02	4,000.52	4,200.54	4,410.57	4,631.10	4,862.65
Hourly	45.3573	47.6252	50.0065	52.5068	55.1321	57.8887	60.7832
Community Services Supervisor							
Annual	94,343.25	99,060.41	104,013.43	109,214.10	114,674.81	120,408.55	126,428.98
Monthly	7,861.94	8,255.03	8,667.79	9,101.18	9,556.23	10,034.05	10,535.75
Biweekly	3,628.59	3,810.02	4,000.52	4,200.54	4,410.57	4,631.10	4,862.65
Hourly	45.3573	47.6252	50.0065	52.5068	55.1321	57.8887	60.7832
Deputy City Clerk/Executive Assistant							
Annual	85,522.26	89,798.37	94,288.29	99,002.70	103,952.84	109,150.48	114,608.00
Monthly	7,126.85	7,483.20	7,857.36	8,250.23	8,662.74	9,095.87	9,550.67
Biweekly	3,289.32	3,453.78	3,626.47	3,807.80	3,998.19	4,198.10	4,408.00
Hourly	41.1165	43.1723	45.3309	47.5975	49.9773	52.4762	55.1000
Human Resources Analyst							
Annual	81,145.82	85,203.11	89,463.27	93,936.43	98,633.25	103,564.91	108,743.16
Monthly	6,762.15	7,100.26	7,455.27	7,828.04	8,219.44	8,630.41	9,061.93
Biweekly	3,120.99	3,277.04	3,440.89	3,612.94	3,793.59	3,983.27	4,182.43
Hourly	39.0124	40.9630	43.0112	45.1617	47.4198	49.7908	52.2804
Management Analyst							
Annual	85,522.26	89,798.37	94,288.29	99,002.70	103,952.84	109,150.48	114,608.00
Monthly	7,126.85	7,483.20	7,857.36	8,250.23	8,662.74	9,095.87	9,550.67
Biweekly	3,289.32	3,453.78	3,626.47	3,807.80	3,998.19	4,198.10	4,408.00
Hourly	41.1165	43.1723	45.3309	47.5975	49.9773	52.4762	55.1000
Water Supervisor							
Annual	99,999.15	104,999.11	110,249.06	115,761.51	121,549.59	127,627.07	134,008.42
Monthly	8,333.26	8,749.93	9,187.42	9,646.79	10,129.13	10,635.59	11,167.37
Biweekly	3,846.12	4,038.43	4,240.35	4,452.37	4,674.98	4,908.73	5,154.17
Hourly	48.0765	50.4803	53.0044	55.6546	58.4373	61.3592	64.4271

RESOLUTION NO. 2025-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA ADOPTING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF LA PALMA
AND THE LA PALMA POLICE ASSOCIATION**

WHEREAS, the City of La Palma (City) and the La Palma Police Association (LPPA) have met and conferred in good faith; and

WHEREAS, the City and the LPPA have reached an agreement; and

WHEREAS, the attached Memorandum of Understanding embodies those terms and conditions upon which an agreement was reached; and

WHEREAS, the Interim City Manager and President of LPPA have signed the Memorandum of Understanding for the period of July 1, 2025, through June 30, 2028.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Palma hereby approves the Memorandum of Understanding between the City of La Palma and the La Palma Police Association for the contract period of July 1, 2025, through June 30, 2028.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of May, 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 6th day of May, 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2025 – June 30, 2028

City of La Palma

And

La Palma Police Association

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ARTICLE I

TERM OF AGREEMENT

This Memorandum of Understanding ("Memorandum") is made by and between the City of La Palma and the La Palma Police Association (LPPA) and shall be in effect from July 1, 2025, through June 30, 2028.

ARTICLE II

RECOGNITION

Pursuant to the Employees Resolution of the City, and California Government Code Sections 3500-3510, the City recognizes the La Palma Police Association as the majority representative of the regular full time employees in the bargaining unit, which include all classifications as follows:

Civilian Investigator
Executive Assistant to the Chief of Police
Police Dispatcher
Police Officer
Police Officer Recruit
Police Records Clerk
Police Sergeant

ARTICLE III

COMPENSATION

SECTION 1. The basic compensation plan for all full-time officers and employees of the City of La Palma who are now employed, or in the future will be employed, in any of the categories of employment represented by the unit is set forth in Article II. The plan will encompass employee obligations and privileges with recognition of faithful and efficient service.

SECTION 2. CATEGORIES OF EMPLOYMENT

A. Regular Full Time - Positions with regular characteristics requiring continuous employment of 160 hours or more work per month based upon the schedules in this MOU.

SECTION 3. COMPENSATION - REGULAR FULL TIME CATEGORY

A. Compensation shall be determined from salary schedules, consisting of wage ranges, each of which includes six steps, or rates of pay; each horizontal step being five percent greater than the previous step.

1. Police Officer Recruit position base salary to be set at 10% below Police Officer base salary.

B. Initial Employment.

1. The rate of compensation for initial employment in any class shall be at Step A, provided that the City Manager, in his/her 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 a performance evaluation rating of satisfactory or above.

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. Economic uncertainty or hardship shall be defined as a major revenue loss equaling 20% of the General Fund from a single or combined source including, but not 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. If the Utility Users Tax (UUT) rate is less than 5%, merit increases shall not be suspended until the City Council reviews the

rate and determines whether or not it should be raised.

3. An employee may be advanced within his or her respective compensation range in accordance with the following schedule:

Advancement to the next step at the completion of an employee's initial six months of meritorious service in the classification, if the employee is hired at Step A, as determined by the Department Head.

Advancement to the next step at the completion of an employee's initial twelve months of meritorious service in the classification, if the employee is hired at A, as determined by the Department Head.

Advancement to the next step annually thereafter at the completion of one year of meritorious service in the prior step, or if the employee is hired at Step B or above, as determined by the Department Head.

4. Meritorious 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 Department Head.

5. All proposed advancements shall be recommended by the Police Chief 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 her/his 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. Promotion or Advancement in Rate of Compensation. When an employee is promoted from the employment in one class to the employment in a class assigned a higher range, advancement shall be to the lowest step in such higher range, which will provide not less than five percent (5%) increase in compensation unless the top step in such range provides less than a five percent (5%) increase. Additional compensation being received because of special assignment shall not be considered in determining to which step an employee is advanced.

E. Reassignment of Compensation Ranges. Any employee in a classification which is reassigned to a different salary range from that previously assigned shall be retained at the salary step in the new range closest to the salary amount they had previously and shall have credit for the length of service in such step that was served in such lower range applied to determine the time eligible to move to the next higher step in the new range, provided, however that the City Manager may at the time of reassignment, at his/her discretion, place

the employee in such step and make such changes in anniversary dates as may be deemed appropriate.

F. Reduction in Compensation. The compensation of any employee may be reduced for good cause, by one or more steps, upon the recommendation of the Department Head and approval of the City Manager.

G. Reduction in Compensation for Disability. When a regular employee in good standing is reduced to a position in a lower class for physical disability reasons, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain their merit increase eligibility date.

H. Demotion. When an employee is demoted to a position in a lower range, on the approval of the City Manager, his or her compensation shall be at a rate reduction of at least one step.

I. Y-Rate. If an employee is demoted and the compensation reduction as described in H above exceeds the top step in the employee's new classification, the employee may be Y-rated at the discretion of the City Manager. The employee shall receive no equity, cost of living, or any other increases in salary until their current salary is equal to or lesser than the top step in their new classification.

J. 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 4. OVERTIME

A. Overtime pay will be paid at no less than time and one-half the FLSA regular rate of pay. Overtime shall be defined as actual hours worked beyond 160 hours in a 28-day work period for sworn employees. Overtime shall be defined as actual hours worked which exceed 40 hours in any work week (7 day work period) for non-sworn employees. "Actual Hours" includes actual time worked and excludes compensatory, holiday, vacation, and sick leave. A "5/40 schedule" is defined as an eight (8) hour per day, five (5) day workweek. A "9/80 schedule" is defined as eight (8) nine (9) hour workdays and one (1) eight (8) hour workday over two weeks with the start of the work period at the mid-point of the eight-hour shift. A "4/10" schedule consist of four shifts in each 7 day work period made up of 10 hours. Non-sworn employees working 12.3 hour shifts work a schedule with 43.05 hours in a 7 day work period beginning at the mid-point of the last day of their shift. Employees who are called to work for an additional shift without a minimum of 12 hours' notice will be paid at overtime (time and one-half) rates. Such hours will be calculated separately from "actual hours worked beyond 160 hours" for sworn employees as they will already be compensated at overtime (time and one-half) rates.

B. The Police Chief may prescribe minimum and reasonable periods of overtime work to meet operational needs of the department. Except as otherwise provided herein, overtime

shall be paid at one and one-half times the hourly rate of the employee's salary, provided, however, that compensatory time off, provided at the rate of one and one-half times hours, may be granted at the discretion of the Police Chief in lieu of overtime compensation. Employees are able to cash out accumulated compensatory time upon separation of employment. An employee may accumulate a maximum of eighty (80) hours of compensatory time. An employee who has accumulated the maximum will be paid in cash for overtime until such time as they are below the maximum accumulation. Overtime will be paid out in the pay period it was earned.

C. Standby Duty. Employees assigned to Standby Duty are required by the Police Chief or his/her designee to remain in a "standby" status. Standby duty in the Police Department shall be compensated at the rate of two hours of compensation for each twelve hours of such duty. Employees in standby status are not assigned work and such hours are not considered as hours worked. Employees in standby status are responsible to keep themselves ready to respond for work should the need arise. If called back to work, employees shall receive Call Back compensation as defined in this Section in addition to the Standby Duty compensation.

D. Court Standby Duty. Employees required by the District Attorney's Office or other appropriate authority to remain in a "standby" or "on call" status outside their regularly assigned shift of work, shall be compensated at the rate of one and one half times the employee's hourly rate for a minimum of two hours if placed in such status during the a.m. and for a minimum of two hours if placed in such status during the p.m. Any time in excess of the stated minimums, which is spent in the described status, shall be compensated for at the rate of one and one-half times the employee's then existing hourly rate. Any time already compensated at the Overtime premium rate (time and one-half) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (B) above.

E. Call Back and Emergency Overtime Duty. Employees shall receive a minimum of two hours overtime compensation at time and a half for hours worked for any call, which requires them to return to duty. Any time already compensated at the Overtime premium rate (time and one-half) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (A) above.

SECTION 5. 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 the employee receives or is entitled to as witness fees or mileage reimbursement. The employee shall be responsible for demanding payment for all fees or reimbursements 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 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. alternate Fridays or regularly scheduled days off). Employees will be allowed to keep the stipend provided by the County.

C. Acting Pay. All employees, who by written assignment by their Department Head, perform the duties of a position with a higher salary classification than that in which they are regularly employed, shall receive the compensation specified for the position to which they are thus assigned if they perform the duties thereof for a period of thirty (30) uninterrupted calendar days or more, said increased compensation to be five percent (5%) over his/her current regular compensation. Such compensation shall be retroactive to the first day of the assignment.

D. Court Appearances. Police Department: For required court appearances when off-duty, employees in the classification of Police Dispatcher, Police Officer Recruit, Police Officer, and Police Sergeant shall be paid for time spent in court, plus travel time, at their overtime hourly rate with a minimum of two hours of such compensation. If a City vehicle is not available, mileage will be paid for personally provided transportation. Employees who are required to appear in court during regular on-duty hours, in connection with City business, shall receive regular compensation for the number of such on-duty hours spent in court, plus travel time. If a City vehicle is not available, mileage will be paid at the standard mileage rate as established by the IRS from time to time..

E. Incentive Pay.

1. P.O.S.T. Certificates. Police Officers and Sergeants holding P.O.S.T. certificates shall be reimbursed at the rate of two and one-half percent above base for Intermediate Certificate and five percent above base for Advanced Certificate. This shall not be used for merit or disciplinary purposes.
2. Advanced Degrees. Police Officers, Sergeants, and Dispatchers having college degrees shall be paid at the rate of two and one-half percent above base for an Associate in Arts degree and five percent above base for a Bachelor of Arts Degree. Said educational benefits are not in addition to pre-existing and continuing incentive payments which attach to the holding of Intermediate or Advanced P.O.S.T. Certificates. Eligibility for those pay increments attaching to either an Associate of Arts or Bachelor of Arts Degree is predicated upon both degrees containing job-related courses.
3. Police Officers and Police Sergeants who meet the requirements of the Professional Development Program, as described in Chapter 10, Section 1005 of the La Palma Police Department Policy Manual, shall receive the following incentives:

Master Police Officer	\$ 50.00 per month
Master Police Officer II	\$ 75.00 per month
Professional Officer	\$100.00 per month
Corporal	\$125.00 per month

Sergeant II	\$ 50.00 per month
Sergeant III	\$ 75.00 per month
Sergeant IV	\$100.00 per month

4. Full-time sworn employees hired on or after January 1, 2013, and qualify under the PEPRA Safety retirement tier per Article XI, Section 1, shall be paid at the rate of one and one-quarter per cent (1.25%) above base salary.

F. Longevity Pay. Employees in the classifications of Police Officer, Police Sergeant, and Police Dispatcher shall be eligible for annual longevity pay based on their continuous full-time service with the La Palma Police Department, measured from their original hiring date as a Police Officer or Dispatcher with the La Palma Police Department. Eligible employees shall receive a one-time annual payment of \$5,000 upon reaching ten (10) years of service, \$7,500 upon reaching fifteen (15) years of service, and \$10,000 upon reaching twenty (20) years of service. Longevity payments shall be issued in the pay period following the employee's qualifying anniversary date and each anniversary thereafter, provided the employee is in active employment status at the time of payment.

G. Uniform Allowance. Full-time employees in the classifications of Police Dispatcher, Police Records Clerk, Police Officer, Police Officer Recruit, and Police Sergeant shall receive a uniform allowance of \$34.75 per two week pay period for the maintenance of uniforms and equipment.

1. For newly hired employees in the classification of Police Dispatcher, Police Records Clerk, Police Officer, and Police Officer Recruit, the City will pay for up to \$500 of initial uniform costs.

H. 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.

I. Equipment Reimbursement. Provision to each sworn, affected employee of an amount equal to the actual cost of the 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: Authorized items may change from time to time and shall be determined by the Chief of Police. Replacement shall be at the discretion of the Police Chief and on approval of the City Manager.

J. Assignment as Detective. Assignment to the detective bureau shall be based upon the needs of the Department with consideration given to merit and length of service with the Department. Each affected employee assigned as a Detective will receive special compensation of 5% above base salary. Assignment as a Detective is the result of an administrative assignment and the removal of an Affected Employee from a Detective assignment, in and of itself, shall not be evidence of the removal being the result of disciplinary action. However, nothing contained herein shall constitute a waiver of any

Affected Employee's right to pursue a claim that a reassignment or transfer is disciplinary in nature.

K. Assignment as School Resource Officer. Assignment as a School Resource Officer shall be based upon the needs of the Department and available funding. Each affected employee assigned as a School Resource Officer will receive special compensation of 5% above base salary.

L. Briefing Compensation. Each affected employee occupying the classifications of Police Officer, Police Sergeant, and Police Dispatcher, scheduled to perform patrol or dispatcher services, shall be compensated at the rate of eighteen (18) minutes (0.3 hours) for each shift worked and will be included in "actual hours" worked. Such compensation relates to such classified individual being required by the City to be present at an eighteen minute "briefing period" immediately prior to commencement of their regularly scheduled shift. .

Employees who are assigned to the Detective Bureau are not required by the City to attend pre-shift briefing and accordingly, shall not be compensated in excess of their scheduled shifts (4/10, 9/80, etc.). Employees of the Detective Bureau who work an additional shift in a patrol or dispatcher capacity and attend the eighteen minute "briefing period" will be compensated at a rate of eighteen (18) minutes (0.3 hours) for each shift worked in that capacity.

It is also noted, that employees who work 13 shifts of 12.3 hours during any 28 day cycle (two pay periods) will have worked 159.9 hours of the required 160 hours. As may be needed from time to time, the City will administratively add the additional 0.1 hours to an employees pay sheet as may be necessary to reach the required 80 hours in one pay period.

M. Bilingual Pay. Employees passing the City's bilingual testing process shall receive an additional \$150 per month for speaking the language of Cambodian, 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.

N. Field Training Officer Pay. Employees performing the duties of Police Officer Field Training Officer on a full-time basis shall receive \$1.15 per hour in addition to their base salary for each hour they are serving as a training officer. Employees performing the duties of Communications Training Officer on a full-time basis shall receive \$.87 per hour for each hour they are serving as a training officer.

O. Police Corporal-in-Charge Pay. There may be a maximum of four Police Corporal assignments, each assigned to one of the four Patrol shifts. In the absence of a Patrol Sergeant and as needed, Corporals will act in the capacity of shift supervisor. Corporals will be compensated \$100 per shift only when acting as Patrol Supervisor. Corporals may be assigned to non-Patrol assignments at the discretion of the Police Chief.

SECTION 6. PAY PERIODS. All employees shall be paid bi-weekly. Requests for changes to tax 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). Additional change requests may be granted upon the approval of the City Manager.

SECTION 7. SALARY SCHEDULES.

- A. Attachment A shall become effective the pay period that includes July 1, 2025, and consists of a base salary increase of 5.0% for sworn and non-sworn represented classifications.
- B. Attachment B shall become effective the pay period that includes July 1, 2026, and consists of a base salary increase of 4.0% for sworn and non-sworn represented classifications
- C. Attachment C shall become effective the pay period that includes July 1, 2027, and consists of a base salary increase of 4.0% for sworn and non-sworn represented classifications

SECTION 8. SCHEDULE OF WORK.

Non-sworn employees are assigned to a seven day work period. All non-sworn employees, with the exception of Police Dispatchers, shall work either a “9/80” schedule or “4/10” schedule. A “9/80” schedule is defined as eight (8) nine (9) hour workdays and one (1) eight (8) hour workday over two weeks with the start of the work period at the mid-point of the eight-hour shift and total 80 hours. A “4/10” schedule consist of four shifts in each 7 day work period made up of 10 hours each and total 80 hours. By setting these schedules, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies. The normal schedule for sworn employees working in Patrol is 79.95 hours in a 14-day work period. Non-sworn employees working 12.3 hour shifts (Dispatch) work a schedule with 43.05 hours in a 7 day work period beginning at the mid-point of the last day of their shift.

SECTION 9. DIRECT DEPOSIT.

All employees are required to sign up for direct deposit.

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.

A. The City reserves the right to designate a doctor, or doctors, for all required examinations, and the costs of any required examinations will be borne by the City.

B. Each sworn employee who is 35 or more is entitled to receive an annual physical examination at a place designated by the City and City expense.

SECTION 4. PROBATION PERIOD. A regular full time employee shall be on probation for a period of 18 months from the date of commencement of employment. The probation period for any employee may be extended for an additional period of six months by the Department Head with the approval of the City Manager, but such employee may be granted a salary increase, in the discretion of the City Manager, despite such extension of the probationary period. Probationary employees may be terminated from employment with or without cause by the Department Head with the approval of the City Manager in accordance with State and Federal Laws.

SECTION 5. OTHER EMPLOYMENT. No employee shall engage in any other employment, which is inconsistent or incompatible with City employment. Other employment must be approved in advance by the Department Head. Wearing of City uniforms or City-supplied clothing while engaging in non-City employment is prohibited.

SECTION 6. CITY VEHICLES. Employees are not authorized to take home a City vehicle without the prior, written consent of the Police Chief or designee. Such privilege is intended for temporary exceptional situations and the timeframe for the approval shall be specified in writing by the Police Chief or designee.

ARTICLE V

HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS. Designated holidays shall be New Year's Day, Martin Luther King, Jr. Day, President's 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(H). When a designated holiday falls on Saturday, the day of absence shall be the preceding Friday. When a designated holiday falls on Sunday, the day of absence shall be the following Monday.

A. For the designated Holidays, employees are eligible for ten (10) hours of paid time off for each full day. Unless operational needs, as determined by the Police Chief, require that the time off be taken at some other date, the time off will be taken on the scheduled Holiday. If the Holiday hours paid on a Holiday or substituted day off are less than the employee's regularly scheduled hours, the employee shall use accrued Compensatory Time Off or Vacation Leave to ensure that hours paid will be the same as would regularly be paid for the day. An employee may also work the difference in hours in lieu of utilizing Compensatory or Vacation Pay.

B. Employees who work on a designated holiday (as defined in Article V, Section 1, Designated Holidays), are entitled to earn compensatory time off or receive pay at the straight time rate, in addition to their regular pay. Employees who do not work on a holiday are entitled to earn compensatory time or pay at the straight time rate, which shall be accrued/paid in the same pay period as the holiday.

C. All full-time employees shall be granted forty (40) hours of absence, termed "floating holiday", in addition to designated holidays. Time off for "floating holidays" may be selected by the employee with the prior concurrence of the Department Head. "Floating Holiday" time shall be taken between July 1 and June 30 of the fiscal year. For new employees, floating holiday hours shall be prorated over the fiscal year based on the employee's employment date.

1. If "floating holiday" time is not utilized by the end of the fiscal year, it shall be converted to cash and disbursed to the employee at the FLSA regular rate at the time of such disbursement.

D. 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."

E. Holiday pay for Full-Time Employees. Full-time employees covered by this agreement, shall be paid holiday pay on the basis of an ten (10) hour day. If the employee would have worked in excess of ten (10) hours, the employee will be required to utilize Compensatory or Vacation Pay to supplement the difference.

F. An employee absent from work on a job-incurred illness or injury-related leave of

absence which provides for full compensation without loss of accumulated sick leave, shall not be entitled to receive any additional pay or other holiday benefits under this article during any period in which a holiday falls.

G. No absence under the holiday provisions in this article shall be charged to or paid from sick leave accumulated benefits.

H. For employees working in divisions other than Patrol or Dispatch, when Christmas falls on a Friday, eight 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, eight hours of floating holiday will be given in lieu of the Christmas Eve holiday.

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. Vacation selection shall be based upon seniority according to rank in assignment.

A. Schedule for Tier One Full-time Employees (Hired prior to July 1, 2011).

1. Vacation credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours) 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.
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 13th month to the completion of 120 months of continuous employment.
3. 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.
4. 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.
5. 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 Employees (Hired as new City of La Palma Employees on or after July 1, 2011).

1. 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.
2. 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.

3. 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.

4. 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 180 months of continuous employment.

5. 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 181st month to the completion of 240 months of continuous employment.

6. Vacation. Credit shall be computed on the basis of 7.39 hours per pay period (192.14 hours per year) for each year of continuous full-time employment, beginning with the 241st month of continuous employment.

C. 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. In the event an employee utilizes vacation accrual during the work period, and is scheduled or called in for an extra shift during the same work period that does not qualify for overtime (time and one-half), the employee has the option to 1) be paid for both the vacation hours utilized and the hours of the additional shift OR 2) substitute the hours of the additional shift on an hour for hour basis for the vacation hours utilized and have such vacation hours restored to his or her such accrued vacation bank.

D. 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 six months of work, unless approved by the City Manager, in his/her sole discretion.

E. Department Head Approval. An employee shall not be entitled to take vacation unless the date(s) of the vacation are approved in advance by the employee's Department Head, or, in the event of the Department Head's refusal or failure to do so, 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 Department Head 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 Department Head determines that an emergency or other unusual occurrence exists for which sick leave cannot be used and the employee has no compensatory time or other appropriate leave available, the Department Head has the discretion to allow

vacation hours to be used when an employee calls in an absence on the actual day of the absence.

F. 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, except as provided below.

G. Vacation Cash-out Option. Each full-time 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. The employee must retain a bank of at least 40 hours of vacation following the cashout. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave. This option can be exercised any time during the year.

H. Termination of Employment. Except as otherwise herein provided, an 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 employee.

- A. The maximum accrual of unused sick leave for an employee shall be 760 hours. If an employee's sick leave balance reaches 760 hours, they will not accrue additional hours until their unused sick leave balance falls below 760 hours.

SECTION 2. SICK LEAVE CHARGE RATE. Sick leave shall be charged at the rate of one (1) hour for each hour an 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, which requires the presence of the employee for a period of 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 233, 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.
- F. In the event an employee utilizes sick accrual during the work period, and is scheduled or called in for an extra shift during the same work period that does not qualify for overtime (time and one-half), the employee has the option to 1) be paid for both the sick hours utilized and the hours of the additional shift OR 2) substitute the hours of the additional shift on an hour for hour basis for the sick hours utilized and have such sick hours restored to his or her such accrued vacation bank.

SECTION 4. PERSONAL NECESSITY LEAVE. Each employee shall be afforded the opportunity to use up to two working days (based on shift assignment--e.g. 8-hour, 9-hour, 10-hour or 12.3-hour day) of sick leave benefits per fiscal year (on a non-cumulative 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, catastrophic illness of a family member not residing in the employee's household, or imminent danger to the employee's home or other valuable property.

SECTION 5. SICK LEAVE CASH-OUT OPTION. An employee shall have the option of "cashing out" up to 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 who have 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. A non-sworn 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 a sixty (60) day period, 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.

The above notwithstanding, in the event of temporary disability, extending beyond the first sixty (60) day period, 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. Benefits related to job-incurred illness or injury for sworn members of the Police Department shall be as prescribed by state law.

C. Non-sworn or Sworn 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. an employee would be paid if injured at the end of a shift until released from emergency care or admitted to a hospital and for regularly scheduled hours thereafter but not for hospital stays or for medical appointments on a weekend or regularly scheduled day off).

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 Department Head.

B. If an employee's sick leave absence extends beyond three consecutive working days for reasons of personal illness or injury, a written statement may be required, certifying that the employee is 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 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 an employee's absence due to personal illness or injury extends for more than five consecutive working days, the Department Head, with the approval of 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 employee's return to work, following an absence for more than five working days due to illness or injury, an employee shall submit to their Department Head 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 unearned sick leave credit advanced except by order 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 full-time employee hired before July 1, 2011, 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 500 hours at the salary or wage rate in effect at such retirement. This compensation shall be provided when final verification of retirement is received by the City from CalPERS.

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. A full-time employee hired on or after July 1, 2011, upon a regular 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. This compensation shall be provided when final verification of retirement is received by the City from CalPERS.

D. Except as provided below, if a full-time employee hired before July 1, 2011, is terminated for any reason, other than provided in Section 8 (B), after 60 months of continuous employment, compensation for 35 percent (35%) of the maximum 760 unused sick leave accumulated hours, computed to the nearest whole dollar, of the unused sick leave accumulated hours will be paid. Compensation shall be based on the hourly rate of pay at the time of termination.

E. If a full-time employee hired on or after July 1, 2011, is terminated for any reason, other than provided in Section 8 (C), after 60 months of continuous employment, compensation for 35 percent (35%) of the maximum 760 unused sick leave accumulated hours, computed to the nearest whole dollar, of the unused sick leave accumulated hours will be paid. Compensation shall be based on the hourly rate of pay at the time of termination.

F. 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(1) and D(1) in this Section, shall be identified in a Side Letter, 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. PREGANCY, 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 full-time employee shall be granted paid Bereavement Leave of no more than 40 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 five days.

SECTION 3. MILITARY LEAVE. An Employee shall be entitled to a leave with pay 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 his or her former position in the City employment. If the military leave is taken prior to 12 months of continuous full-time employment, the leave shall be without pay.

SECTION 4. PERSONAL LEAVE. Leaves of absence without pay, each not to exceed one calendar month, may be granted by a Department Head in his/her sole discretion. Leaves of absence without pay, each not to exceed one year, may be granted by the City Manager in her/his 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 by this MOU, 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 his or her sole expense at the actual rate charged.

SECTION 7. 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. An employee who is required by their Department Head 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 full-time employee desiring reimbursement for their expenses shall obtain approval as to course content and its relationship to the employee's employment with the City. In the event the request is approved, which approval shall be in the City'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 his or her Department Head a copy of the official transcript and a receipt for the tuition fee. On approval by the Administrative Services Director, 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 Department Head and the City Manager in 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 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. Tier One Safety Employees and Dispatchers (Dispatchers, Police Officers, and Police Sergeants hired before July 1, 2011). The City will contribute the following amounts toward the cost of the premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee, and his or her eligible dependents, and for each annuitant in PERS and his or her eligible dependents:

Effective January 1, 2009 \$416.49

2. Tier Two Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired on or after July 1, 2011) and Miscellaneous Employees. For Tier Two Safety Employees and Police Dispatchers and Non-Sworn Employees covered by this MOU, the City shall pay the medical plan premium up to the maximum caps required by the PEMHCA:

January 1, 2025: \$158
January 1, 2026: \$160 (estimate)
January 1, 2027: \$162 (estimate)

The actual PEMHCA amount will be adjusted annually pursuant to the amounts required by Government Code Section 22892.

C. Fringe Benefit Cafeteria Plans.

1. Tier One Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired before July 1, 2011). For Tier One Police employees covered by this MOU, 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, 2025			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$505.00	\$416.49	\$921.49
Employee + one	\$995.00	\$416.49	\$1,411.49
Employee + two or more	\$1,254.00	\$416.49	\$1,670.49

2. Tier Two Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired on or after July 1, 2011) and Non-Sworn Employees. The City shall make a monthly fringe benefit contribution to each eligible Tier Two Police 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, 2025			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$763.49	\$158	\$921.49
Employee + one	\$1,253.49	\$158	\$1,411.49
Employee + two or more	\$1,512.49	\$158	\$1,670.49
Effective July 1, 2026			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$761.49	\$160*	\$921.49
Employee + one	\$1,251.49	\$160*	\$1,411.49
Employee + two or more	\$1,510.49	\$160*	\$1,670.49
Effective July 1, 2027			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$759.49*	\$162*	\$921.49
Employee + one	\$1,249.49*	\$162*	\$1,411.49
Employee + two or more	\$1,508.49*	\$162*	\$1,670.49
*Estimated			

- D. If an employee selects medical insurance in which the premiums are less than the total combined benefit for which they are eligible, the employee forfeits any unused monies.
- E. Full-time employees hired before 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 receive \$921.49 monthly cash payout. The payment shall be calculated and distributed with the second paycheck of each month. Full-time

employees 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.

- F. 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. An 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.
- G. Tier One Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired before July 1, 2011), separating from the City as a result of either service or disability retirement shall be maintained as an insured member of the City's group medical plan, as it from time to time exists, with the City paying the greater of the amount described in Section 1(B) above or that required by PEMHCA (22892 CA Gov. Code). If a retiree who currently is eligible to receive medical insurance benefits, upon retirement becomes 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 (E) above, is the first of the second month following separation.
- I. Except as set forth in Sections 1 (A) through 1(C) above, the City shall not pay directly or indirectly 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 CalPERS plan.

SECTION 2. DENTAL PLAN.

- A. A full-time employee shall 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 an 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 full-time 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.

E. Child dependents are covered through age 25.

F. The City will continue to provide employees the option of choosing between HMO and PPO plans.

SECTION 3. VISION PLAN. An employee and his or her dependents may receive up to \$400 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 full time employees shall be enrolled in the 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 an employee in the amount of \$100,000, \$3,000 for spouse, and \$2,000 per dependent.

SECTION 6. EMPLOYEE ASSISTANCE PROGRAM. The City will enroll members of the Association in an Employee Assistance Program of its choosing.

ARTICLE XI

RETIREMENT

SECTION 1. 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 PEPRA):
- 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 PEPRA):
- 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.

ARTICLE XII

DEFERRED COMPENSATION

At no cost to the Affected Employees, the City shall deduct authorized wages from Affected Employee payroll checks and cause such amounts to be deposited in one (1) deferred compensation carrier selected by the City Manager. LPPA shall select a member to participate in developing a recommendation to the City Manager for the choice of carrier. The City Manager's selection of the carrier shall be final. The City shall not contribute any amount of the deferred compensation deposit. Requests for annual contributions to deferred compensation should be made during the open enrollment period for medical insurance. 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).

The employee retains complete control over the plan decision and how their contributions and balances are invested and maintained.

ARTICLE XIII

SCHEDULE

SECTION 1. SHIFT ROTATION. Shift rotation shall be based upon the needs of the Department with consideration given to educational needs of those Officers attending or wishing to attend school. The City will endeavor, to the greatest extent practicable, to schedule shifts on consecutive days. By doing so, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies.

SECTION 2. FLSA IMPLEMENTATION. In connection with the mandate of Garcia v. San Antonio Metropolitan Transit District (82-1913), the Association is aware that the City has elected in accord with 29 USC 207(k) and as to "Law Enforcement" personnel as that term is defined by the FLSA, to designate a "work period", as consisting of twenty-eight (28) consecutive days. Further, it is the joint understanding of the parties that those affected "Law Enforcement" employees occupying the classified positions of Police Officer and Police Sergeant are not exempt from operation of the FLSA. Further, if during the term of this agreement, the FLSA is either legislatively, administratively or judicially held inapplicable to any or all affected employees, then said provision shall be null and void.

SECTION 3. HOURS OF WORK. The work period for sworn employees in patrol is 14 consecutive 24 hour periods within which the work schedule shall consist of six 12.3 hour shifts per work period plus one 12.3 hour shift scheduled so that the middle of the shift corresponds to the start/end of the 14 day work period. Sworn employees covered by this MOU when not working in patrol shall have the same 14 day work period but are assigned a 4/10 per seven day week schedule. The work week for Police Dispatchers shall be seven consecutive 24 hour periods within which the work schedule shall be three 12.3 hour shifts per work week plus one 12.3 hour shift scheduled so that the middle of the shift corresponds to the start/end of the seven day work period. The work week for non-sworn employees in positions other than Police Dispatcher shall be seven consecutive 24 hour periods with hours of work scheduled per the 4/10 schedule.

SECTION 4. CHANGE IN SCHEDULE. If, during the course of this Agreement, the Police Chief wishes to modify the scheduled hours of work or work periods for the Department or a Division as a whole, the City agrees to meet and confer regarding the proposed modification. By doing so, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies.

ARTICLE XIV

COMPLETION OF MEET AND CONFER

SECTION 1. EXCLUSIVITY OF SCOPE OF MOU. It is the express understanding of the parties hereto that this Memorandum of Understanding represents the sole and complete understanding between the parties, and that this Memorandum of Understanding shall govern the entire relationship between the parties and shall be the sole source of any rights which may be asserted hereunder. In this regard, the parties shall not be obligated or required to meet and confer, except by their mutual consent, with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Employees and/or the LPPA at the time they met and conferred or executed this Memorandum of Understanding, and even though subjects or matters were proposed by one of the parties and later withdrawn.

SECTION 2. RESERVATION OF CITY'S RIGHTS. The parties hereto further expressly understand that all rights not clearly and expressly limited by this Memorandum of Understanding are expressly reserved to the City, even though not enumerated. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, supplement, change, alter, modify, or discontinue, in whole or in part, any term or condition of employment, or adopt any policy, rule, regulation, program or practice as the City deems in its sole discretion to be necessary or appropriate; provided, however, that the City shall comply with all Federal and State Laws relating to employee rights, opportunities, and benefits except for the requirement to meet and confer with regard to such changes, alterations, modifications or exercise of such reserve power, which right has been expressly waived by the Employees and the LPPA.

SECTION 3. 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 retains the option to re-open the MOU to meet and confer 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 are not 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.

During the first twelve (12) months of this MOU, the parties agree to reopen the MOU regarding the timing of employee leave benefit payments. The intent of this reopener is to evaluate potential changes to payment timing that could mitigate unintended tax implications under IRS rules governing constructive receipt. The parties acknowledge that this reopener does not obligate the City to change and/or modify any provisions of the MOU during the term of the MOU. Any changes/modifications to the MOU as a consequence of this reopener must be by mutual agreement. The failure to reach mutual agreement is not subject to the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION. A "grievance" is a formal, written allegation by a grievant and/or the La Palma Police Association that they have been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Discipline Appeals Procedure set forth in La Palma Police Department Policy Manual section 340.8.

SECTION 2. PROCEDURE.

- A. Informal Resolution. Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted an interview with the division manager, if one exists, in order to discuss the grievance.
- C. If the division manager and employee cannot reach a solution to the grievance, the employee may, within ten (10) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the department head.
- D. The department head shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the department head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the department head, submit a written appeal to the City Manager.
- E. The City Manager shall hear the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.

- F. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted their administrative remedy.
- G. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- H. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or department head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by their supervisor.
- I. No employee shall be required to be represented by an employee organization in processing a grievance.
- J. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- K. The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- L. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

- M. Performance evaluations are not grievable. However, an employee who disagrees with all or part of an evaluation has the right to attach comments pertaining to the areas of disagreement, which become a formal part of the evaluation.
- N. Copies of grievance forms and case files will not be placed in employee personnel files, but will be maintained in separate files in the Human Resources Division.

ARTICLE XVI

LAYOFF PROCEDURE

SECTION 1. LAYOFF AND RE-EMPLOYMENT. Whenever in the judgment of the City Council it becomes necessary in the interest of the economy, or because the necessity for a position no longer exists, the City Council may abolish any position for employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action and without the right of appeal.

SECTION 2. ORDER OF LAYOFFS. A layoff means a reduction in the Department work force. In the event of a reduction in the work force, layoffs will be made within each job classification on the basis of seniority in classification, so long as the senior employees possess qualifications, aptitude, occupational skills, and ability to perform the work equal to those of less senior employees of that classification. Employees shall be given at least 14 days' notice of layoff. An employee laid off from his/her job classification shall be entitled to displace an employee in a lower classification provided the displacing employee has previously passed probation in the lower classification and has greater total City seniority, based on his/her date of hire, and possesses qualifications, aptitude, occupational skills, and the ability to perform the work equal to or surpassing the employee displaced. If layoffs are deemed necessary, the order of layoff within the affected layoff unit (department, division or class) shall be as follows:

- A. Temporary employees; seasonal employees; provisional employees;
- B. Part-time employees;
- C. Probationary employees; and
- D. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with seniority as specified above.

SECTION 3. VOLUNTARY REDUCTION IN LIEU OF LAYOFF. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower classification within the same occupational series in the layoff unit provided the employee possesses seniority, an acceptable performance and attendance record, and has the ability to perform the remaining work available without further training. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has less seniority in terms of service with the City than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the least amount of seniority shall be subject to layoff if there is no temporary, seasonal, provisional, part time, or probationary employees.

SECTION 4. NOTIFICATION PERIOD. Employees to be laid off shall be given at least 14 days prior notice or two weeks' pay in lieu of notice.

SECTION 5. REINSTATEMENT. The names of regular and promotional probationary employees laid off or demoted in lieu of layoff shall be placed upon re-employment lists for one year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made. Notice will be sent to the employee's last known address. Only non-probationary employees have a right to reinstatement.

ARTICLE XVII

INTEGRATION AND CONSTRUCTION

This Memorandum of Understanding represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Memorandum of Understanding. This Memorandum of Understanding shall be construed as if drafted by all of the parties hereto.

ARTICLE XVIII

SEPARABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX

IMPLEMENTATION

This Memorandum of Understanding is subject to approval by the City Council of the City as implemented by appropriate resolution(s) of the City Council.

LA PALMA POLICE ASSOCIATION, INC.

CITY OF LA PALMA

Signed by:

Joshua Garcia

737AF1D13FB04EF...

Joshua Garcia, President

Signed by:

Michael Egan

E555574C843F4D7...

Michael J. Egan, Interim City Manager

Dated: May 1, 2025

Dated: May 1, 2025

ATTACHMENT “A”

La Palma Police Association Classification and Salary Tables July 1, 2025 to June 30, 2026 Pursuant to Article III, Section 7A of the current MOU						
Non Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Civilian Investigator						
Annual	53,500.72	56,175.76	58,984.54	61,933.77	65,030.46	68,281.98
Monthly	4,458.39	4,681.31	4,915.38	5,161.15	5,419.20	5,690.17
Biweekly	2,057.72	2,160.61	2,268.64	2,382.07	2,501.17	2,626.23
Hourly	25.7215	27.0076	28.3580	29.7759	31.2646	32.8279
Executive Assistant to the Chief of Police						
Annual	59,569.69	62,548.18	65,675.59	68,959.36	72,407.33	76,027.70
Monthly	4,964.14	5,212.35	5,472.97	5,746.61	6,033.94	6,335.64
Biweekly	2,291.14	2,405.70	2,525.98	2,652.28	2,784.90	2,924.14
Hourly	28.6393	30.0712	31.5748	33.1535	34.8112	36.5518
Records Clerk						
Annual	50,103.66	52,608.85	55,239.29	58,001.25	60,901.32	63,946.38
Monthly	4,175.31	4,384.07	4,603.27	4,833.44	5,075.11	5,328.87
Biweekly	1,927.06	2,023.42	2,124.59	2,230.82	2,342.36	2,459.48
Hourly	24.0883	25.2927	26.5574	27.8852	29.2795	30.7435
Police Dispatcher						
Annual	65,319.07	68,585.03	72,014.28	75,614.99	79,395.74	83,365.53
Monthly	5,443.26	5,715.42	6,001.19	6,301.25	6,616.31	6,947.13
Biweekly	2,512.27	2,637.89	2,769.78	2,908.27	3,053.68	3,206.37
Hourly	31.4034	32.9736	34.6222	36.3534	38.1710	40.0796
Police Officer Recruit*						
Annual	77,363.31	81,231.48	85,293.05	89,557.70	94,035.59	98,737.37
Monthly	6,446.94	6,769.29	7,107.75	7,463.14	7,836.30	8,228.11
Biweekly	2,975.51	3,124.29	3,280.50	3,444.53	3,616.75	3,797.59
Hourly	37.1939	39.0536	41.0063	43.0566	45.2094	47.4699
Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer						
Annual	85,959.30	90,257.27	94,770.13	99,508.64	104,484.07	109,708.28
Monthly	7,163.28	7,521.44	7,897.51	8,292.39	8,707.01	9,142.36
Biweekly	3,306.13	3,471.43	3,645.01	3,827.26	4,018.62	4,219.55
Hourly	41.3266	43.3929	45.5626	47.8407	50.2327	52.7444
Police Officer (PEPRA)**						
Annual	87,033.80	91,385.49	95,954.76	100,752.50	105,790.12	111,079.63
Monthly	7,252.82	7,615.46	7,996.23	8,396.04	8,815.84	9,256.64
Biweekly	3,347.45	3,514.83	3,690.57	3,875.10	4,068.85	4,272.29
Hourly	41.8432	43.9353	46.1321	48.4387	50.8606	53.4037
Police Sergeant						
Annual	109,244.51	114,706.74	120,442.07	126,464.18	132,787.39	139,426.75
Monthly	9,103.71	9,558.89	10,036.84	10,538.68	11,065.62	11,618.90
Biweekly	4,201.71	4,411.80	4,632.39	4,864.01	5,107.21	5,362.57
Hourly	52.5214	55.1475	57.9048	60.8001	63.8401	67.0321
Police Sergeant (PEPRA)**						
Annual	110,610.07	116,140.57	121,947.60	128,044.98	134,447.23	141,169.59
Monthly	9,217.51	9,678.38	10,162.30	10,670.41	11,203.94	11,764.13
Biweekly	4,254.23	4,466.95	4,690.29	4,924.81	5,171.05	5,429.60
Hourly	53.1779	55.8368	58.6287	61.5601	64.6381	67.8700
<i>*Police Officer Recruit base salary set at 10% below Police Officer</i> <i>**PEPRA Police Officer and PEPRA Sergeant receive an additional 1.25% above base salary.</i>						

ATTACHMENT “B”

La Palma Police Association Classification and Salary Tables July 1, 2026 to June 30, 2027 Pursuant to Article III, Section 7B of the current MOU						
Non Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Civilian Investigator						
Annual	55,640.75	58,422.79	61,343.93	64,411.12	67,631.68	71,013.26
Monthly	4,636.73	4,868.57	5,111.99	5,367.59	5,635.97	5,917.77
Biweekly	2,140.03	2,247.03	2,359.38	2,477.35	2,601.22	2,731.28
Hourly	26.7504	28.0879	29.4923	30.9669	32.5152	34.1410
Executive Assistant to the Chief of Police						
Annual	61,952.48	65,050.10	68,302.61	71,717.74	75,303.63	79,068.81
Monthly	5,162.71	5,420.84	5,691.88	5,976.48	6,275.30	6,589.07
Biweekly	2,382.79	2,501.93	2,627.02	2,758.37	2,896.29	3,041.11
Hourly	29.7848	31.2741	32.8378	34.4797	36.2037	38.0138
Records Clerk						
Annual	52,107.81	54,713.20	57,448.86	60,321.30	63,337.37	66,504.24
Monthly	4,342.32	4,559.43	4,787.41	5,026.78	5,278.11	5,542.02
Biweekly	2,004.15	2,104.35	2,209.57	2,320.05	2,436.05	2,557.86
Hourly	25.0518	26.3044	27.6196	29.0006	30.4507	31.9732
Police Dispatcher						
Annual	67,931.83	71,328.43	74,894.85	78,639.59	82,571.57	86,700.15
Monthly	5,660.99	5,944.04	6,241.24	6,553.30	6,880.96	7,225.01
Biweekly	2,612.76	2,743.40	2,880.57	3,024.60	3,175.83	3,334.62
Hourly	32.6595	34.2925	36.0071	37.8075	39.6979	41.6828
Police Officer Recruit*						
Annual	80,457.84	84,480.74	88,704.77	93,140.01	97,797.01	102,686.86
Monthly	6,704.82	7,040.06	7,392.06	7,761.67	8,149.75	8,557.24
Biweekly	3,094.53	3,249.26	3,411.72	3,582.31	3,761.42	3,949.49
Hourly	38.6817	40.6157	42.6465	44.7789	47.0178	49.3687
Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer						
Annual	89,397.68	93,867.56	98,560.94	103,488.99	108,663.43	114,096.61
Monthly	7,449.81	7,822.30	8,213.41	8,624.08	9,055.29	9,508.05
Biweekly	3,438.37	3,610.29	3,790.81	3,980.35	4,179.36	4,388.33
Hourly	42.9797	45.1286	47.3851	49.7543	52.2420	54.8541
Police Officer (PEPRA)**						
Annual	90,515.15	95,040.91	99,792.95	104,782.60	110,021.73	115,522.81
Monthly	7,542.93	7,920.08	8,316.08	8,731.88	9,168.48	9,626.90
Biweekly	3,481.35	3,655.42	3,838.19	4,030.10	4,231.60	4,443.19
Hourly	43.5169	45.6927	47.9774	50.3762	52.8951	55.5398
Police Sergeant						
Annual	113,614.29	119,295.01	125,259.76	131,522.74	138,098.88	145,003.83
Monthly	9,467.86	9,941.25	10,438.31	10,960.23	11,508.24	12,083.65
Biweekly	4,369.78	4,588.27	4,817.68	5,058.57	5,311.50	5,577.07
Hourly	54.6223	57.3534	60.2210	63.2321	66.3937	69.7134
Police Sergeant (PEPRA)**						
Annual	115,034.47	120,786.19	126,825.50	133,166.78	139,825.12	146,816.37
Monthly	9,586.21	10,065.52	10,568.79	11,097.23	11,652.09	12,234.70
Biweekly	4,424.40	4,645.62	4,877.90	5,121.80	5,377.89	5,646.78
Hourly	55.3050	58.0703	60.9738	64.0225	67.2236	70.5848
*Police Officer Recruit base salary set at 10% below Police Officer						
**PEPRA Police Officer and PEPRA Sergeant receive an additional 1.25% above base salary.						

ATTACHMENT "C"

La Palma Police Association Classification and Salary Tables July 1, 2027 to June 30, 2028 Pursuant to Article III, Section 7C of the current MOU						
Non Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Civilian Investigator						
Annual	57,866.38	60,759.70	63,797.68	66,987.57	70,336.95	73,853.79
Monthly	4,822.20	5,063.31	5,316.47	5,582.30	5,861.41	6,154.48
Biweekly	2,225.63	2,336.91	2,453.76	2,576.44	2,705.27	2,840.53
Hourly	27.8204	29.2114	30.6720	32.2056	33.8158	35.5066
Executive Assistant to the Chief of Police						
Annual	64,430.58	67,652.11	71,034.71	74,586.45	78,315.77	82,231.56
Monthly	5,369.21	5,637.68	5,919.56	6,215.54	6,526.31	6,852.63
Biweekly	2,478.10	2,602.00	2,732.10	2,868.71	3,012.15	3,162.75
Hourly	30.9762	32.5251	34.1513	35.8589	37.6518	39.5344
Records Clerk						
Annual	54,192.12	56,901.73	59,746.82	62,734.16	65,870.86	69,164.41
Monthly	4,516.01	4,741.81	4,978.90	5,227.85	5,489.24	5,763.70
Biweekly	2,084.31	2,188.53	2,297.95	2,412.85	2,533.49	2,660.17
Hourly	26.0539	27.3566	28.7244	30.1607	31.6687	33.2521
Police Dispatcher						
Annual	70,649.11	74,181.56	77,890.64	81,785.17	85,874.43	90,168.15
Monthly	5,887.43	6,181.80	6,490.89	6,815.43	7,156.20	7,514.01
Biweekly	2,717.27	2,853.14	2,995.79	3,145.58	3,302.86	3,468.01
Hourly	33.9659	35.6642	37.4474	39.3198	41.2858	43.3501
Police Officer Recruit*						
Annual	83,676.16	87,859.97	92,252.96	96,865.61	101,708.89	106,794.34
Monthly	6,973.01	7,321.66	7,687.75	8,072.13	8,475.74	8,899.53
Biweekly	3,218.31	3,379.23	3,548.19	3,725.60	3,911.88	4,107.47
Hourly	40.2289	42.2404	44.3524	46.5700	48.8985	51.3434
Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer						
Annual	92,973.58	97,622.26	102,503.38	107,628.55	113,009.97	118,660.47
Monthly	7,747.80	8,135.19	8,541.95	8,969.05	9,417.50	9,888.37
Biweekly	3,575.91	3,754.70	3,942.44	4,139.56	4,346.54	4,563.86
Hourly	44.6988	46.9338	49.2805	51.7445	54.3317	57.0483
Police Officer (PEPRA)**						
Annual	94,135.75	98,842.54	103,784.67	108,973.90	114,422.60	120,143.73
Monthly	7,844.65	8,236.88	8,648.72	9,081.16	9,535.22	10,011.98
Biweekly	3,620.61	3,801.64	3,991.72	4,191.30	4,400.87	4,620.91
Hourly	45.2576	47.5205	49.8965	52.3913	55.0109	57.7614
Police Sergeant						
Annual	118,158.86	124,066.81	130,270.15	136,783.65	143,622.84	150,803.98
Monthly	9,846.57	10,338.90	10,855.85	11,398.64	11,968.57	12,567.00
Biweekly	4,544.57	4,771.80	5,010.39	5,260.91	5,523.96	5,800.15
Hourly	56.8071	59.6475	62.6299	65.7614	69.0494	72.5019
Police Sergeant (PEPRA)**						
Annual	119,635.85	125,617.64	131,898.52	138,493.45	145,418.12	152,689.03
Monthly	9,969.65	10,468.14	10,991.54	11,541.12	12,118.18	12,724.09
Biweekly	4,601.38	4,831.45	5,073.02	5,326.67	5,593.00	5,872.65
Hourly	57.5172	60.3931	63.4128	66.5834	69.9126	73.4082
*Police Officer Recruit base salary set at 10% below Police Officer						
**PEPRA Police Officer and PEPRA Sergeant receive an additional 1.25% above base salary.						

RESOLUTION NO. 2025-

**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. 2025-19**

WHEREAS, on April 1, 2025, the City Council previously adopted Resolution 2025-19, which established salaries and benefits for management employees; and

WHEREAS, the City has now completed labor negotiations with the La Palma General Employees Association (LPGEA), La Palma Professional Employees Association (LPPEA), and La Palma Police Association (LPPA); 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 to align with the terms negotiated with the employee associations; and

WHEREAS, a comprehensive list of management salary rates, personnel practices, and benefits has been compiled and attached to this Resolution; 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. 2025-19.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of May 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 6th day of May 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

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
Assistant to the 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, 2025, 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, 2026, 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, 2027, and consists of a base salary increase of 4.0% 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 40 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 40 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 10 hours. If the employee would have worked in excess of 10 hours, the employee will be required to utilize Vacation Pay to supplement the difference.
- E. When Christmas falls on a Friday, ten 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, ten 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 40 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, 2025:	\$158
January 1, 2026:	\$160 (estimate)
January 1, 2027:	\$162 (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, 2025			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$509.49	\$158	\$667.49
Employee + one	\$998.49	\$158	\$1,156.49
Employee + two or more	\$1,257.49	\$158	\$1,415.49
Effective January 1, 2026			
Employee Only	\$507.49*	\$160*	\$667.49
Employee + one	\$996.49*	\$160*	\$1,156.49
Employee + two or more	\$1,255.49*	\$160*	\$1,415.49
Effective January 1, 2027			
Employee Only	\$505.49*	\$162*	\$667.49
Employee + one	\$994.49*	\$162*	\$1,156.49
Employee + two or more	\$1,253.49*	\$162*	\$1,415.49
*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, 2025	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$509.49	\$158	\$667.49
Employee + one	\$998.49	\$158	\$1,156.49
Employee + two or more	\$1,257.49	\$158	\$1,415.49

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 \$667.49 monthly cash payout. 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.

F. 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.

G. 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.

H. 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 \$400 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, 2025 through June 30, 2026							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Manager							
Annual	268,222.36						
Monthly	22,351.86						
Biweekly	10,316.24						
Hourly	128.9531						
Assistant City Manager							
Annual	159,839.34	167,831.30	176,222.87	185,034.01	194,285.71	204,000.00	214,200.00
Monthly	13,319.94	13,985.94	14,685.24	15,419.50	16,190.48	17,000.00	17,850.00
Biweekly	6,147.67	6,455.05	6,777.80	7,116.69	7,472.53	7,846.15	8,238.46
Hourly	76.8458	80.6881	84.7225	88.9587	93.4066	98.0769	102.9808
Assistant to the City Manager							
Annual	101,016.12	106,066.92	111,370.27	116,938.78	122,785.72	128,925.01	135,371.26
Monthly	8,418.01	8,838.91	9,280.86	9,744.90	10,232.14	10,743.75	11,280.94
Biweekly	3,885.24	4,079.50	4,283.47	4,497.65	4,722.53	4,958.65	5,206.59
Hourly	48.5654	50.9937	53.5434	56.2206	59.0316	61.9832	65.0823
City Clerk/Executive Assistant							
Annual	110,604.92	116,135.16	121,941.92	128,039.02	134,440.97	141,163.02	148,221.17
Monthly	9,217.08	9,677.93	10,161.83	10,669.92	11,203.41	11,763.58	12,351.76
Biweekly	4,254.04	4,466.74	4,690.07	4,924.58	5,170.81	5,429.35	5,700.81
Hourly	53.1754	55.8342	58.6259	61.5572	64.6351	67.8668	71.2602
Community Development & Public Works Director							
Annual	139,608.14	146,588.55	153,917.97	161,613.87	169,694.57	178,179.30	187,088.26
Monthly	11,634.01	12,215.71	12,826.50	13,467.82	14,141.21	14,848.27	15,590.69
Biweekly	5,369.54	5,638.02	5,919.92	6,215.92	6,526.71	6,853.05	7,195.70
Hourly	67.1193	70.4753	73.9990	77.6990	81.5839	85.6631	89.9463
Community Development Manager							
Annual	108,177.00	113,585.85	119,265.14	125,228.40	131,489.82	138,064.31	144,967.52
Monthly	9,014.75	9,465.49	9,938.76	10,435.70	10,957.48	11,505.36	12,080.63
Biweekly	4,160.65	4,368.69	4,587.12	4,816.48	5,057.30	5,310.17	5,575.67
Hourly	52.0082	54.6086	57.3390	60.2060	63.2163	66.3771	69.6959
Deputy City Manager							
Annual	117,528.92	123,405.37	129,575.64	136,054.42	142,857.14	150,000.00	157,500.00
Monthly	9,794.08	10,283.78	10,797.97	11,337.87	11,904.76	12,500.00	13,125.00
Biweekly	4,520.34	4,746.36	4,983.68	5,232.86	5,494.51	5,769.23	6,057.69
Hourly	56.5043	59.3295	62.2960	65.4108	68.6813	72.1154	75.7212
Police Captain							
Annual	139,608.14	146,588.55	153,917.97	161,613.87	169,694.57	178,179.30	187,088.26
Monthly	11,634.01	12,215.71	12,826.50	13,467.82	14,141.21	14,848.27	15,590.69
Biweekly	5,369.54	5,638.02	5,919.92	6,215.92	6,526.71	6,853.05	7,195.70
Hourly	67.1193	70.4753	73.9990	77.6990	81.5839	85.6631	89.9463

Attachment “A”

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Police Chief							
Annual	163,774.82	171,963.56	180,561.74	189,589.83	199,069.32	209,022.79	219,473.93
Monthly	13,647.90	14,330.30	15,046.81	15,799.15	16,589.11	17,418.57	18,289.49
Biweekly	6,299.03	6,613.98	6,944.68	7,291.92	7,656.51	8,039.34	8,441.30
Hourly	78.7379	82.6748	86.8085	91.1490	95.7064	100.4917	105.5163
Public Works Manager							
Annual	129,281.82	135,745.91	142,533.20	149,659.86	157,142.86	165,000.00	173,250.00
Monthly	10,773.48	11,312.16	11,877.77	12,471.66	13,095.24	13,750.00	14,437.50
Biweekly	4,972.38	5,221.00	5,482.05	5,756.15	6,043.96	6,346.15	6,663.46
Hourly	62.1547	65.2625	68.5256	71.9519	75.5495	79.3269	83.2933
Public Works & Community Services Director							
Annual	150,864.24	158,407.45	166,327.82	174,644.21	183,376.42	192,545.24	202,172.50
Monthly	12,572.02	13,200.62	13,860.65	14,553.68	15,281.37	16,045.44	16,847.71
Biweekly	5,802.47	6,092.59	6,397.22	6,717.09	7,052.94	7,405.59	7,775.87
Hourly	72.5309	76.1574	79.9653	83.9636	88.1617	92.5698	97.1983

Attachment “B”

La Palma Management Employees Classification and Salary Table July 1, 2026 through June 30, 2027							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Manager							
Annual	278,951.26						
Monthly	23,245.94						
Biweekly	10,728.89						
Hourly	134.1112						
Assistant City Manager							
Annual	166,232.91	174,544.56	183,271.78	192,435.37	202,057.14	212,160.00	222,768.00
Monthly	13,852.74	14,545.38	15,272.65	16,036.28	16,838.10	17,680.00	18,564.00
Biweekly	6,393.57	6,713.25	7,048.91	7,401.36	7,771.43	8,160.00	8,568.00
Hourly	79.9197	83.9157	88.1114	92.5170	97.1429	102.0000	107.1000
Assistant to the City Manager							
Annual	105,056.76	110,309.60	115,825.08	121,616.33	127,697.15	134,082.01	140,786.11
Monthly	8,754.73	9,192.47	9,652.09	10,134.69	10,641.43	11,173.50	11,732.18
Biweekly	4,040.64	4,242.68	4,454.81	4,677.55	4,911.43	5,157.00	5,414.85
Hourly	50.5081	53.0335	55.6851	58.4694	61.3929	64.4625	67.6856
City Clerk/Executive Assistant							
Annual	115,029.11	120,780.57	126,819.60	133,160.58	139,818.61	146,809.54	154,150.01
Monthly	9,585.76	10,065.05	10,568.30	11,096.71	11,651.55	12,234.13	12,845.83
Biweekly	4,424.20	4,645.41	4,877.68	5,121.56	5,377.64	5,646.52	5,928.85
Hourly	55.3025	58.0676	60.9710	64.0195	67.2205	70.5815	74.1106
Community Development & Public Works Director							
Annual	145,192.47	152,452.09	160,074.69	168,078.43	176,482.35	185,306.47	194,571.79
Monthly	12,099.37	12,704.34	13,339.56	14,006.54	14,706.86	15,442.21	16,214.32
Biweekly	5,584.33	5,863.54	6,156.72	6,464.55	6,787.78	7,127.17	7,483.53
Hourly	69.8041	73.2943	76.9590	80.8069	84.8473	89.0896	93.5441
Community Development Manager							
Annual	112,504.08	118,129.28	124,035.74	130,237.53	136,749.41	143,586.88	150,766.22
Monthly	9,375.34	9,844.11	10,336.31	10,853.13	11,395.78	11,965.57	12,563.85
Biweekly	4,327.08	4,543.43	4,770.61	5,009.14	5,259.59	5,522.57	5,798.70
Hourly	54.0885	56.7929	59.6326	62.6142	65.7449	69.0322	72.4838
Deputy City Manager							
Annual	122,230.08	128,341.59	134,758.67	141,496.60	148,571.43	156,000.00	163,800.00
Monthly	10,185.84	10,695.13	11,229.89	11,791.38	12,380.95	13,000.00	13,650.00
Biweekly	4,701.16	4,936.21	5,183.03	5,442.18	5,714.29	6,000.00	6,300.00
Hourly	58.7645	61.7027	64.7878	68.0272	71.4286	75.0000	78.7500
Police Captain							
Annual	145,192.47	152,452.09	160,074.69	168,078.43	176,482.35	185,306.47	194,571.79
Monthly	12,099.37	12,704.34	13,339.56	14,006.54	14,706.86	15,442.21	16,214.32
Biweekly	5,584.33	5,863.54	6,156.72	6,464.55	6,787.78	7,127.17	7,483.53
Hourly	69.8041	73.2943	76.9590	80.8069	84.8473	89.0896	93.5441

Attachment “B”

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Police Chief							
Annual	170,325.82	178,842.11	187,784.21	197,173.42	207,032.09	217,383.70	228,252.88
Monthly	14,193.82	14,903.51	15,648.68	16,431.12	17,252.67	18,115.31	19,021.07
Biweekly	6,550.99	6,878.54	7,222.47	7,583.59	7,962.77	8,360.91	8,778.96
Hourly	81.8874	85.9818	90.2809	94.7949	99.5347	104.5114	109.7370
Public Works Manager							
Annual	134,453.09	141,175.74	148,234.53	155,646.26	163,428.57	171,600.00	180,180.00
Monthly	11,204.42	11,764.65	12,352.88	12,970.52	13,619.05	14,300.00	15,015.00
Biweekly	5,171.27	5,429.84	5,701.33	5,986.39	6,285.71	6,600.00	6,930.00
Hourly	64.6409	67.8730	71.2666	74.8299	78.5714	82.5000	86.6250
Public Works & Community Services Director							
Annual	156,898.80	164,743.74	172,980.93	181,629.98	190,711.48	200,247.05	210,259.40
Monthly	13,074.90	13,728.65	14,415.08	15,135.83	15,892.62	16,687.25	17,521.62
Biweekly	6,034.57	6,336.30	6,653.11	6,985.77	7,335.06	7,701.81	8,086.90
Hourly	75.4321	79.2037	83.1639	87.3221	91.6882	96.2726	101.0863

Attachment “C”

La Palma Management Employees Classification and Salary Table July 1, 2027 through June 30, 2028							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Manager							
Annual	290,109.31						
Monthly	24,175.78						
Biweekly	11,158.05						
Hourly	139.4756						
Assistant City Manager							
Annual	172,882.23	181,526.34	190,602.66	200,132.79	210,139.43	220,646.40	231,678.72
Monthly	14,406.85	15,127.19	15,883.55	16,677.73	17,511.62	18,387.20	19,306.56
Biweekly	6,649.32	6,981.78	7,330.87	7,697.41	8,082.29	8,486.40	8,910.72
Hourly	83.1165	87.2723	91.6359	96.2177	101.0286	106.0800	111.3840
Assistant to the City Manager							
Annual	109,259.03	114,721.98	120,458.08	126,480.98	132,805.03	139,445.29	146,417.55
Monthly	9,104.92	9,560.17	10,038.17	10,540.08	11,067.09	11,620.44	12,201.46
Biweekly	4,202.27	4,412.38	4,633.00	4,864.65	5,107.89	5,363.28	5,631.44
Hourly	52.5284	55.1548	57.9125	60.8082	63.8486	67.0410	70.3931
City Clerk/Executive Assistant							
Annual	119,630.28	125,611.79	131,892.38	138,487.00	145,411.35	152,681.92	160,316.01
Monthly	9,969.19	10,467.65	10,991.03	11,540.58	12,117.61	12,723.49	13,359.67
Biweekly	4,601.16	4,831.22	5,072.78	5,326.42	5,592.74	5,872.38	6,166.00
Hourly	57.5146	60.3903	63.4098	66.5803	69.9093	73.4048	77.0750
Community Development & Public Works Director							
Annual	151,000.16	158,550.17	166,477.68	174,801.57	183,541.64	192,718.73	202,354.66
Monthly	12,583.35	13,212.51	13,873.14	14,566.80	15,295.14	16,059.89	16,862.89
Biweekly	5,807.70	6,098.08	6,402.99	6,723.14	7,059.29	7,412.26	7,782.87
Hourly	72.5962	76.2260	80.0373	84.0392	88.2412	92.6532	97.2859
Community Development Manager							
Annual	117,004.24	122,854.45	128,997.17	135,447.03	142,219.38	149,330.35	156,796.87
Monthly	9,750.35	10,237.87	10,749.76	11,287.25	11,851.62	12,444.20	13,066.41
Biweekly	4,500.16	4,725.17	4,961.43	5,209.50	5,469.98	5,743.48	6,030.65
Hourly	56.2520	59.0646	62.0179	65.1188	68.3747	71.7934	75.3831
Deputy City Manager							
Annual	127,119.29	133,475.25	140,149.01	147,156.46	154,514.29	162,240.00	170,352.00
Monthly	10,593.27	11,122.94	11,679.08	12,263.04	12,876.19	13,520.00	14,196.00
Biweekly	4,889.20	5,133.66	5,390.35	5,659.86	5,942.86	6,240.00	6,552.00
Hourly	61.1150	64.1708	67.3793	70.7483	74.2857	78.0000	81.9000
Police Captain							
Annual	151,000.16	158,550.17	166,477.68	174,801.57	183,541.64	192,718.73	202,354.66
Monthly	12,583.35	13,212.51	13,873.14	14,566.80	15,295.14	16,059.89	16,862.89
Biweekly	5,807.70	6,098.08	6,402.99	6,723.14	7,059.29	7,412.26	7,782.87
Hourly	72.5962	76.2260	80.0373	84.0392	88.2412	92.6532	97.2859

Attachment “C”

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Police Chief							
Annual	177,138.85	185,995.79	195,295.58	205,060.36	215,313.38	226,079.05	237,383.00
Monthly	14,761.57	15,499.65	16,274.63	17,088.36	17,942.78	18,839.92	19,781.92
Biweekly	6,813.03	7,153.68	7,511.37	7,886.94	8,281.28	8,695.35	9,130.12
Hourly	85.1629	89.4211	93.8921	98.5867	103.5160	108.6918	114.1264
Public Works Manager							
Annual	139,831.21	146,822.77	154,163.91	161,872.11	169,965.71	178,464.00	187,387.20
Monthly	11,652.60	12,235.23	12,846.99	13,489.34	14,163.81	14,872.00	15,615.60
Biweekly	5,378.12	5,647.03	5,929.38	6,225.85	6,537.14	6,864.00	7,207.20
Hourly	67.2265	70.5879	74.1173	77.8231	81.7143	85.8000	90.0900
Public Works & Community Services Director							
Annual	163,174.76	171,333.49	179,900.17	188,895.18	198,339.94	208,256.93	218,669.78
Monthly	13,597.90	14,277.79	14,991.68	15,741.26	16,528.33	17,354.74	18,222.48
Biweekly	6,275.95	6,589.75	6,919.24	7,265.20	7,628.46	8,009.88	8,410.38
Hourly	78.4494	82.3719	86.4905	90.8150	95.3557	100.1235	105.1297

City of La Palma

Agenda Item No. 16



MEETING DATE: May 6, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager
Mike Matsumoto, Financial Consultant

AGENDA TITLE: Long-Term Fiscal Status and Draft Fiscal Year 2025-26 Budget

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Receive the staff presentation on the Long-Term Fiscal Status Update;
2. Receive an overview of the Draft Fiscal Year 2025-26 Budget and provide direction for additional materials or information needed for the final budget to be presented on June 3, 2025; and
3. Transfer \$4.3 million from General Fund Unreserved Fund Balance to Emergency Reserve (\$2.3 million), Capital Outlay Reserves (\$1 million) and General Fund Budget Reserve (\$1 million) funds.

SUMMARY:

The Economy and La Palma's Economic Outlook

As of April 2025, the economy presents a complex and evolving landscape shaped by recent policy changes and global uncertainties. The labor market remains relatively stable with fairly low unemployment, signaling continued resilience in employment; however, inflation has increased 2.4%, prompting the Federal Reserve to hold interest rates at 5.25%-5.50%. The stock market has become notably volatile, with the S&P 500 entering bear market territory due to growing trade tensions and new tariffs. Consumer spending is strong but shifting toward essentials, with luxury purchases more sensitive to economic uncertainty.

On a local level, the City maintains a prudent philosophy regarding its spending. Lessons from prior years indicate that the economy can fluctuate from growth to recession and back again. Fortunately, the City has very healthy reserves that have grown year after year. As of March 31, 2025, the current spendable reserves were approximately \$20.5M, or 133% of FY 2025-26 General Fund expenditures, in the following funds:

General Fund	\$5,414,000
Emergency Reserve	7,768,000
General Fund Budget Reserve	3,625,000
Capital Outlay Reserve (COR)*	1,254,000
Civic Center Replacement	2,468,000
Total	\$20,529,000

*COR is currently awaiting a \$2 million reimbursement from the federal government. This reimbursement is tied to the City's recently completed median improvement project, which qualified for federal funding support.

The General Fund Budget Reserve, Capital Outlay Reserve, and Civic Center Replacement funds hold General Fund money set aside by the City Council for various reasons, so they are not restricted by an outside agency.

Ten-Year General Fund Financial Forecast

The 10-year General Fund forecast compares projected revenues and expenditures from FY 2025–26 through FY 2034–35. The forecast begins with a balanced budget in FY 2025–26, with both revenues and expenditures at \$15.4 million. Over the next several years, expenditures are projected to slightly outpace revenues. Beginning in FY 2030–31, however, projected revenues begin to exceed expenditures, with the gap widening each year. By FY 2034–35, revenues are anticipated to reach \$20.2 million compared to \$18.7 million in expenditures, resulting in a projected surplus of approximately \$1.5 million.

It's important to note that a projected budget deficit in the financial forecast does not mean the City will actually experience a deficit. In fact, any shortfall reflected in the forecast is largely self-imposed, primarily due to the annual discretionary transfer of \$400,000 to other funds, and no forecasted deficit in any year has exceeded this amount.

Second, staff takes a very conservative approach to forecasting revenues, often underestimating incoming funds, and budgets expenses at the higher end of expected costs. As a result, the financial forecast may show a deficit, or even a small surplus, on paper. In actuality, however, the City consistently ends the year with a much larger actual surplus, primarily because revenues exceed these cautious projections and departments routinely spend less than their full budgeted amounts. In short, the City's forecasting approach is intentionally cautious, resulting in stronger-than-expected year-end financial performance.

Draft FY 2025-26 Budget

Projected General Fund Revenues

Estimated FY 2025-26 General Fund revenues are \$15,442,300, a 3.5% increase over projected FY 2024-25 revenues. The City's five largest revenue categories are Property Tax, Transaction and Use Tax (Measure JJ), Sales Tax, Utility Users Tax, and Transient Occupancy Tax (hotel tax), not including interfund transfers.

Category	FY24-25 Projected	Draft FY25-26 Budget	% Change
Property Tax	\$4,807,000	\$5,095,000	6.0%
Transaction & Use Tax	\$2,293,800	\$2,216,200	-3.4%
Sales Tax	\$1,834,300	\$1,921,000	4.7%
Interfund Transfers	\$1,483,000	\$1,483,000	0.0%
Utility Users Tax	\$1,100,000	\$1,160,000	5.5%
Transient Occupancy Tax	\$600,000	\$640,000	6.7%
Use of Money and Property	\$567,500	\$584,200	2.9%
Charges for Services	\$578,000	\$553,100	-4.3%
Franchise Fees	\$439,000	\$465,000	5.9%
Licenses and Permits	\$438,500	\$452,900	3.3%
Other Revenues	\$244,200	\$388,800	59.2%
Residual Property Tax	\$331,000	\$352,000	6.3%
Fines & Forfeitures	\$100,100	\$100,100	0.0%
Intergovernmental	\$103,000	\$31,000	-69.9%
Total Revenue Source:	\$14,919,400	\$15,442,300	3.5%

The following is a summary of the five largest revenue categories:

- **Property Tax** – Property tax revenues have continued to perform strongly, with staff projecting a modest increase of 3.5% compounded growth from the Fiscal Year 2023-24 actual property tax revenues. Property taxes are based on the taxable assessed values of property, which, due to Proposition 13, are frequently much lower than market values. Moreover, the city participates in the Teeter plan, which ensures that the County of Orange compensates the City for property taxes regardless of any delinquent payments.
- **Transactions and Use Tax & Sales Tax** and – The City received a positive audit adjustment from the State during FY 2023-24, but even without that adjustment, sales tax was still higher than the prior year. For FY 2024-25, staff and sales tax consultants anticipated a decline in sales tax revenues and projected slower revenue growth ahead (after adjusting for the prior year audit adjustment). Fortunately, the current year sales tax (adjusted) appears to have no decline. The FY 2025-26 Budget reflects an increase of about 1% over the actual amounts received during FY 2022-23.
- **Utility Users Tax (UUT)** – UUT revenues have remained strong, leading staff to anticipate a 5.5% increase for the upcoming fiscal year.
- **Transient Occupancy Tax (TOT or Hotel tax)** – Staff initially projected \$600,000 in revenue for Fiscal Year 2024-25. Based on actual trends, the City has budgeted \$640,000 for the upcoming fiscal year.

Other significant changes in General Fund revenues for FY 2025-26 include the following:

- **Charges for Services** are projected to decrease by 4.3%. This adjustment reflects a realignment of budgeted revenues to more closely match recent actual collections, ensuring a more accurate and conservative forecast.
- **Other Revenues** are projected to increase by 59.2%, largely due to the anticipated addition of new billboard advertising revenue.

- Intergovernmental Revenues are expected to decline by 69.9%, primarily because of the expiration of a one-time grant received in the prior fiscal year, which will not recur in FY 2025-26.

Projected General Fund Expenditures

Staff has drafted a budget using a status quo approach with similar programs and activities to those planned in the previous budget. Therefore, estimated FY 2025-26 General Fund expenditures and transfers are \$15,399,300, a 3.9% increase over projected FY 2024-25 expenditures and transfers.

Category	FY24-25 Projected	Draft FY25-26 Budget	% Change
Personnel Services	\$9,281,800	\$9,791,200	5.5%
Maint. & Operations	\$3,790,600	\$3,782,700	-0.2%
Internal Service	\$1,352,600	\$1,331,100	-1.6%
Subtotal	\$14,425,000	\$14,905,000	3.3%
Transfers	\$400,000	\$494,500	23.6%
Grand Total:	\$14,825,000	\$15,399,300	3.9%

Consequently, a surplus of \$43,000 is estimated for FY 2025-26, a 54.7% decrease over the projected FY 2024-25 surplus of \$94,400.

Category	FY24-25 Projected	Draft FY25-26 Budget	% Change
Total Revenues	\$14,919,400	\$15,442,300	3.5%
Total Expenditures	\$14,825,000	\$15,399,300	3.9%
Surplus (Deficit):	\$94,400	\$43,000	-54.4%

Personnel Changes

Personnel costs account for 63.6% of the draft FY 2025-26 General Fund Budget. The draft budget includes a 5.5% increase in personnel costs compared to the prior year, primarily due to the first year of implementing a new three-year labor agreement. The agreement provides a 5% cost-of-living adjustment for employees and is anticipated to be approved by the City Council at their May 6 meeting. Aside from standard merit-based salary adjustments and a limited number of employee promotions, no additional changes to personnel staffing levels are included in the draft budget.

Maintenance and Operations

Changes The Draft FY 2025-26 General Fund Budget allocates 24.6% to Maintenance and Operation costs, marking a 0.2% decrease from the previous year while maintaining the same level of services and service quality. Despite this being a status quo budget, it is important to highlight several key changes and new expenses outlined in the draft FY 2025-26 Budget:

- Allocated an additional \$16,500 to the City Manager division to cover the carryover of the fee study and a portion of City Manager recruitment costs, as some expenses are expected to be incurred in the prior fiscal year.
- Reduced labor negotiation services by \$15,000, in the City Attorney division as new memorandums of understanding are expected to be finalized during the current fiscal year.

- A \$20,000 reduction is reflected in the City Clerk division due to the absence of scheduled election costs in the upcoming fiscal year.
- A \$12,400 increase in the Finance Division for an update to the City's finance system approved by the City Council in February 2025.
- Increased the animal control services contract in the Police Administration division to \$140,000 to account for an expected contract adjustment.
- Increased the crossing guard services contract in the Police Operations division to \$141,600 in anticipation of a contract increase.
- Established a separate Public Works department for accounting and operational clarity following City Council approval to restructure the former combined Public Works & Community Services department in February 2025.
- Reduced custodial services costs in the Citywide Maintenance division by \$89,000 and hired a new full-time employee to perform the work in-house this fiscal year, resulting in ongoing cost savings for the City.
- Increased utilities like gas and electricity as well as office supplies due to general cost increases in various divisions.
- Decreased vehicle operating expenses due to newer vehicles not requiring as much ongoing maintenance in various divisions.
- Realigned expenditures to meet current and future operational needs while reducing ongoing costs in various divisions.

Internal Service Funds Changes

Internal Service Funds, accounting for 8.6% of the draft FY 2025-26 Budget, are utilized to manage the finances for goods or services that one department of the City provides to other departments, based on a cost reimbursement model. The budget for these funds, covering areas such as Insurance, Vehicle Replacement, Technology Replacement, and Capital Outlay, is expected to decrease by 1.6% compared to the previous year. While insurance costs are projected to rise, the overall impact on the budget is offset by a substantial reduction in vehicle replacement costs. This decrease is due to the City's shift to a vehicle lease program, which requires significantly less ongoing funding compared to the traditional model of purchasing vehicles outright. Additionally, capital outlay expenses have decreased as a result of a one-time equipment purchase in the prior fiscal year, which was fully funded through grant proceeds and does not recur in the upcoming budget.

Internal Service Funds	FY24-25 Projected	Draft FY25-26 Budget	% Change
Insurance	\$839,400	\$958,800	14.2%
Vehicle Replacement	\$229,700	\$173,800	-24.3%
Technology Replacement	\$184,500	\$187,500	1.6%
Capital Outlay	\$99,000	\$11,000	-88.9%
Total:	\$1,352,600	\$1,331,100	-1.6%

Transfers Changes

The draft FY 2025-26 Budget includes \$494,500 in transfers out, representing an increase of \$94,500

compared to the prior year. The additional transfer is allocated to support 50% of the cost of a School Resource Officer (SRO), a position that was previously funded by a grant the City no longer receives. Transfers to the Capital Outlay Reserve Fund and the Civic Center Replacement Fund remain unchanged from the prior year.

Transfers Out	FY24-25 Projected	Draft FY25-26 Budget	% Change
Capital Outlay Reserve Fund	\$350,000	\$350,000	0.0%
Civic Center Replacement Fund	\$50,000	\$50,000	0.0%
SRO Fund	\$0	\$94,500	N/A
Total:	\$400,000	\$494,500	23.6%

Special Revenue Funds

Special revenue funds are allocated to manage specific revenues that are legally earmarked for expenditures for designated purposes, such as public safety and road maintenance. Key points of the draft FY 2025-26 Budget include:

- Possible implementation of a new body-worn camera program and in-car video system in the Supplemental Law Enforcement Services Fund (\$63,500 total).
- Purchase of miscellaneous SWAT equipment (\$8,000) in the Asset Seizure Fund.

Capital Improvement Program

As part of the annual budget process, staff develops a ten-year Capital Improvement Plan (CIP) with a five-year CIP included in the draft and adopted budget. The CIP lists the major infrastructure projects planned for the subsequent fiscal year and four additional future years. In addition to listing the specific projects and their estimated cost, funding sources are identified. Generally, the City focuses its CIP on arterial and residential roadway rehabilitation (i.e., paving projects). However, the CIP also lists major projects such as water and sewer system upgrades, intersection improvements, or major repairs to City facilities (e.g., roof replacement, Americans with Disability Act required improvements, seismic improvements, etc.).

Highlights of the draft FY 2025-26 Capital Improvement Plan include:

- Continued progress on the City Yard renovation.
- Ongoing collaboration with neighboring cities on the design, engineering, and environmental costs associated with the expansion of the Del Amo Avenue Bridge.
- Rehabilitation of La Palma Avenue and a portion of Valley View Street.
- Interior refurbishment of the Police Department, including updates to office spaces, common areas, and facility finishes to enhance functionality, appearance, and working conditions.
- Zone 4 residential paving project (Residential area west of Walker St., East of Moody St., South of Houston Avenue, North of Edison Right-of-way).
- Ongoing maintenance and repairs for various water and sewer system projects to ensure reliable service delivery and maintain infrastructure integrity.

Options for General Fund unreserved fund balance

The General Fund unreserved fund balance (over and above the \$1,500,000 needed for cash flow) has been increasing over the past few years to \$5,366,356 at June 30, 2024. The City Council may wish to consider transfers for some or all of the money. In May 2023, the City transferred the excess of \$1 million unreserved fund balance in the General Fund.

- Additional money could be transferred to the Emergency Reserve fund. Additional money could provide a better cushion in the event of a major reduction in revenue, natural disaster, or other unforeseen events. The economic outlook is uncertain at this time, so additional reserves may be helpful.
- Additional money could be transferred to the Capital Outlay Reserve account to fund future capital projects.
- Additional money could be transferred to the General Fund Budget Reserve fund. This fund is holding unrestricted General Fund money, allowing the Council to see whether some excess funds from prior years might be needed to balance future year operations due to an economic downturn.

Staff is recommending that the City Council transfer \$4.3 million from the General Fund Unreserved Fund Balance to Emergency Reserve (\$2.3 million), Capital Outlay Reserve (\$1 million), and General Fund Budget Reserve (\$1 million) funds for reasons stated above.

FISCAL IMPACT:

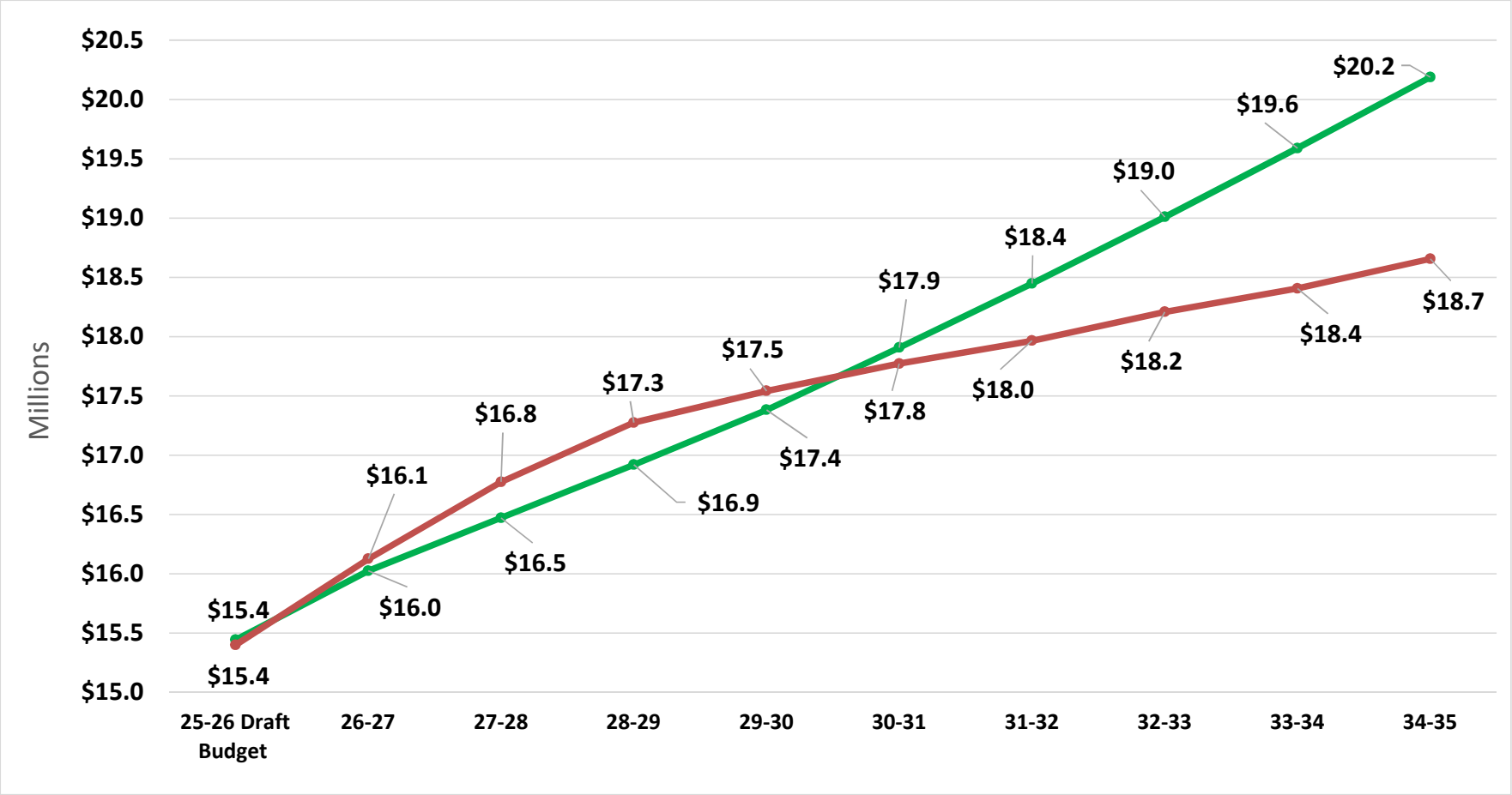
The only fiscal impact would be the transferring of funds from the General Fund Unreserved Fund Balance to Emergency Reserve (\$2.3 million), Capital Outlay Reserve (\$1 million), and General Fund Budget Reserve (\$1 million) funds. Other than that, there is no fiscal impact in discussing the financial situation or the elements presented in this plan. Direction given, however, will be incorporated into budget preparation and other financial processes.

ATTACHMENTS:

1. Ten-Year General Fund Financial Forecast
2. Draft FY 2025-26 Budget General Fund Summary

BUDGET WORKSHEET
GENERAL FUND: TEN-YEAR FORECAST

STATUS QUO	25-26 Draft Budget	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35
Revenues	15,442,300	16,024,433	16,471,000	16,919,100	17,381,800	17,907,000	18,448,300	19,008,701	19,588,402	20,187,903
Expenditures	15,399,300	16,125,023	16,775,038	17,274,770	17,541,270	17,772,570	17,965,670	18,207,870	18,405,570	18,655,170
Surplus/(Deficit)	43,000	(100,590)	(304,038)	(355,670)	(159,470)	134,430	482,630	800,831	1,182,832	1,532,733



**DRAFT FY2025-26
GENERAL FUND BUDGET SUMMARY**

Revenues

Category	FY24-25 Projected	Draft FY25-26 Budget	% Change
Property Tax	\$4,807,000	\$5,095,000	6.0%
Transaction & Use Tax	\$2,293,800	\$2,216,200	-3.4%
Sales Tax	\$1,834,300	\$1,921,000	4.7%
Interfund Transfers	\$1,483,000	\$1,483,000	0.0%
Utility Users Tax	\$1,100,000	\$1,160,000	5.5%
Transient Occupancy Tax	\$600,000	\$640,000	6.7%
Use of Money and Property	\$567,500	\$584,200	2.9%
Charges for Services	\$578,000	\$553,100	-4.3%
Franchise Fees	\$439,000	\$465,000	5.9%
Licenses and Permits	\$438,500	\$452,900	3.3%
Other Revenues	\$244,200	\$388,800	59.2%
Residual Property Tax	\$331,000	\$352,000	6.3%
Fines & Forfeitures	\$100,100	\$100,100	0.0%
Intergovernmental	\$103,000	\$31,000	-69.9%
Total Revenue Source:	\$14,919,400	\$15,442,300	3.5%

Expenses by Department

Department	Division	FY24-25 Projected	Draft FY25-26 Budget	% Change
General Government				
	City Council	\$123,000	\$135,600	10.2%
	City Manager	\$689,900	\$766,900	11.2%
	Legal Services	\$255,200	\$243,000	-4.8%
	City Clerk	\$142,600	\$151,800	6.5%
Total General Government:		\$1,210,700	\$1,297,300	7.2%
Administrative Services				
	Administration	\$251,100	\$262,300	4.5%
	Fiscal Services	\$463,000	\$483,900	4.5%
	Human Resources	\$2,710,900	\$2,994,000	10.5%
	Technology And Communications	\$363,000	\$376,100	3.6%
Total Administrative Services:		\$3,788,000	\$4,116,300	8.7%
Police				
	Administration	\$729,900	\$772,700	5.9%
	Operations	\$451,900	\$483,300	6.9%
	Patrol	\$2,909,900	\$2,847,800	-2.1%
	Services	\$445,500	\$390,300	-12.4%

**DRAFT FY2025-26
GENERAL FUND BUDGET SUMMARY**

Department	Division	FY24-25 Projected	Draft FY25-26 Budget	% Change
	Community Education	\$83,400	\$84,100	0.8%
	Investigations	\$779,200	\$799,300	2.6%
	Records And Communications	\$858,700	\$875,000	1.9%
Total Police:		\$6,258,500	\$6,252,500	-0.1%
Community Services				
	Administration	\$394,700	\$209,400	-46.9%
	Health And Wellness	\$137,200	\$143,900	4.9%
	Recreation Facility Operations	\$320,500	\$334,100	4.2%
	Special Events	\$241,600	\$259,300	7.3%
	Youth And Family	\$231,100	\$237,700	2.9%
Total Community Services:		\$1,325,100	\$1,184,400	-10.6%
Public Works				
	Administration	\$0	\$287,100	N/A
	Citywide Maintenance	\$392,300	\$339,000	-13.6%
	Engineering	\$61,100	\$62,100	1.6%
	Parks And Medians	\$345,400	\$378,700	9.6%
	Streets	\$396,000	\$401,000	1.3%
Total Public Works:		\$1,194,700	\$1,467,900	22.9%
Community Development				
	Administration	\$216,000	\$160,400	96.6%
	Building & Safety	\$248,300	\$245,200	-14.3%
	Code Enforcement & Business Licenses	\$155,300	\$151,800	6.2%
	Planning	\$28,400	\$29,000	-85.7%
Total Community Development:		\$648,000	\$586,400	-9.5%
Other Financing Use				
	Transfers Out	\$400,000	\$494,500	23.6%
Total Other Financing Use:		\$400,000	\$494,500	23.6%
Total Expenditures:		\$14,825,000	\$15,399,300	3.9%