



AGENDA
REGULAR MEETING
LA PALMA CITY COUNCIL
TUESDAY, AUGUST 6, 2024

Marshall Goodman
Mayor

Mark Waldman
Mayor Pro Tem

Debbie S. Baker
Council Member

Janet Keo Conklin
Council Member

Nitesh 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 LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case: Janee L. Pacheco v. Anaheim Union High School District et al.
Case No. USDC 8:24-cv-00525-JFW-PVC

CS-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Consideration of whether to initiate litigation pursuant to Government Code
Section 54956.9(d)(4): (1 case)

CS-3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to Government Code Section 54956.9 paragraph (1) of subdivision
(d))

August 6, 2024 | 1

Name of Case: Ross Byer v. City of La Palma
Orange County Superior Court Case No. 30-2024-01394359-
CU-OE- CJC

CS-4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case: Torres vs. City of La Palma
Case No: OCSC TC24-3498

CS-5. 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-6. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

(Pursuant to Government Code Section 54956.8)

Property: 5410-14 La Palma Avenue, La Palma, California

Agency negotiator: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager
Negotiating parties: Victor Chung, Elite Taekwondo Center, LLC
Under negotiations: Price and/or terms of a lease

CS-7. PERFORMANCE EVALUATION

(Pursuant to Government Code Section 54957(b)(1))
Position Title: City Attorney

OPEN SESSION TO BEGIN AT 6:30 PM

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Waldman

INVOCATION

Pastor Peter Hernandez, La Palma Christian Center
Council Member Baker

ROLL CALL

Council and Commission Members

PRESENTATIONS

- Recognition of 2024 Summer Camp Volunteers

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.

RECESS CITY COUNCIL AND CONVENE AS SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF LA PALMA

The City Council will now recess and convene as the Successor Agency to the Dissolved Community Development Commission of the City of La Palma. Members of the La Palma City Council receive no compensation or stipend as a result of convening or participating in either the Successor Agency or otherwise as serving as members of the Successor Agency.

CONSENT CALENDAR (1 ITEM)

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 Successor Agency, 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 Chair, state his or her name,

address, and the item number.

A. Approval of Successor Agency Minutes

It is recommended that the Successor Agency approve the Minutes of the March 7, 2023, Regular Meeting of the Successor Agency.

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS

None Scheduled.

ADJOURN THE SUCCESSOR AGENCY

CITY COUNCIL

CONSENT CALENDAR (18 ITEMS)

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 June 4, 2024, Regular Meeting, and June 26, 2024, Special Meeting of the City Council.

3. Approval of Register of Demands

It is recommended that the City Council adopt a Resolution approving the Register of Demands for June 18, 2024, July 2, 2024, July 16, 2024, and

August 6, 2024.

4. **Fourth Quarter Cash and Investment Report, Fiscal Year 2024-2025**

It is recommended that the City Council receive and file the Cash and Investment Report for the fourth quarter of Fiscal Year 2024-25.

5. **Resolution Amending the Salary for Certain Part-Time Positions**

It is recommended that the City Council adopt the attached Resolution amending the hourly rates for certain part-time employees.

6. **Consideration of Hiring Bonuses for Certain Vacant Positions and Standby Duty Pay Adjustment**

It is recommended that the City Council:

1. Adopt a Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma Police Association.
2. Adopt a Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association.
3. Adopt a Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association.

7. **Approval of Additional National Opioid Settlement with Kroger, Co.**

It is recommended that the City Council:

1. Adopt a Resolution authorizing participation in the settlement agreement with opioid distributor Kroger Co.
2. Authorize the City Manager or designee to execute any related documents.
3. Authorize the City Manager to execute and enter into future agreements related to the nationwide opioid settlement.

8. **FY 2023-24 North Service Planning Area Contribution**

It is recommended that the City Council appropriate an additional \$64,000 from its Housing Fund to pay the City's share of costs for the North SPA Navigation Centers for Fiscal Year 2023-2024.

9. **Reject All Bids for Custodial Services and Approve a Contract**

Amendment to Current Contract

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

1. Reject all bids received without prejudice; and
2. Approve a First Amendment to the Professional Services Agreement for custodial maintenance services by extending the contract for up to six (6) months in an amount not to exceed \$45,000.

10. Notice of Completion and Acceptance of Work for the City Hall Railing and Sidewalk Improvement Project

It is recommended that the City Council:

1. Authorize the Public Works & Community Services Director to file the Notice of Completion and Acceptance of Work with the Orange County Recorder for the City Hall Railing and Sidewalk Improvements, City Project No. 23-BLDG-01; and
2. Authorize the release of the final 5% retention for the project to Premo Construction Inc. of Irvine, California after the Notice of Completion and Acceptance of Work is recorded with the Orange County Recorder's Office.

11. Award of Contract for NPDES and FOG Services

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

1. Approve the Award of Contract for professional services to implement and enforce compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit and the Fats, Oils and Grease Program (FOG) program to CASC Engineering and Consulting, Inc.; and
2. Authorize the City Manager or designee to execute the contract

12. Award of Contract for City Facilities Painting

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

1. Award a contract and authorize the City Manager or designee to execute all documents with Dulux Painting Inc., dba Depot Painting of Rancho Palos Verdes, California for the City Facilities Painting Project for the amount of \$37,500.00; and
2. Approve a 15% contingency and authorize the City Manager to approve necessary change orders.

13. Award of Contract for Zone 7 Slurry Seal Improvements

It is recommended that the City Council:

1. Approve an Award of Contract in the amount of \$134,046.00 to Doug Martin Contracting Company, Inc. for Zone 7, ST-373 Slurry Seal Improvements;
2. Authorize the City Manager or designee to execute the agreement and all necessary documents; and
3. Authorize a 15% contingency for unforeseen change orders.

14. Accept Grant Funding from the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program

It is recommended that the City Council:

1. Adopt a Resolution to accept a \$88,000 grant award from the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program; and
2. Authorize the City Manager or designee to sign grant-related documents.

15. Agreement for Financial Consulting Services

It is recommended that the City Council approve and authorize the City Manager to execute an agreement with Governmental Financial Services ("GFS") for financial consulting services.

16. Agreement for Motorola GIS Managed Services

It is recommended that the City Council authorize the City Manager to execute the five-year quote and purchase addendum with Motorola Solutions for continued GIS Managed Services and related mapping software upgrades.

17. Replacement of Public Safety Audio Log Recorder/Server

It is recommended that the City Council approve and authorize the City Manager to execute an agreement with AT&T for the replacement and maintenance of the Police Department's Public Safety Audio Log Recorder/Server.

18. Resolution Amending the City Council's Regular Meeting Schedule

It is recommended that the City Council adopt a Resolution amending the City Council's Regular Meeting Schedule for November 2024.

PUBLIC HEARINGS

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

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

1. Open the Public Hearing
2. Receive Staff Report
3. City Council Member Comments and Questions
4. Receive Public Input
5. Close the Public Hearing
6. Adopt a Resolution of the City Council Approving Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01
7. Adopt a Resolution to enter into a Lease Agreement between the City of La Palma and New Cingular Wireless PCS, LLC for the lease of a portion of City-owned property located at 8415 Meadowlark Lane

REGULAR ITEMS

20. Resolution Approving an Exception to the 180-Day Waiting Period for Hiring a Retired Annuitant

It is recommended that the City Council adopt a Resolution certifying the need for an exception to the post-retirement employment requirement outlined in Government Code sections 7522.56 and 21224, which stipulates that California Public Employee Retirement System (CalPERS) retirees must wait 180 days before being employed by a CalPERS employer.

21. League of California Cities Voting Delegates and Resolutions

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

1. Designate Mayor Goodman as the City of La Palma's Voting Delegate at the League of California Cities' (LOCC) Annual Conference;
2. Designate Council Member Baker as the City of La Palma's Alternate Voting Delegate at the League of California Cities' (LOCC) Annual

Conference; and

3. Authorize the City of La Palma delegation the discretion to vote on any resolutions taking into consideration the information they receive at the conference.

22. Central Park Multi-Sport Court Programming (Tennis/Pickleball)

It is recommended that the City Council review and provide guidance on proposed multi-sport programming, including:

1. Confirming Pickleball Court Setup;
2. Exploring Pickleball Court Free Play Options:
 - Option 1: Free Play with the option to make a future reservation for a fee; or
 - Option 2: Free Play with no option to make a future reservation for a fee.
3. Increasing the reservation fee from \$15 per hour per court, to \$20 per hour per court; and
4. Confirming Class Offerings.

23. Community Activities and Beautification Committee's Wellness Fair Recommendation

It is recommended that the City Council:

1. Review and discuss the Community Activities and Beautification (CAB) Committee's recommendation to offer a Health & Wellness Fair for Seniors in the Fall of 2025;
2. If approved, direct staff to return with a proposed program and budget to be adopted in Fiscal Year 2025-26.

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 A



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Kimberly Kenney, City Clerk

AGENDA TITLE: Approval of Successor Agency Minutes

RECOMMENDED ACTION:

It is recommended that the Successor Agency approve the Minutes of the March 7, 2023, Regular Meeting of the Successor Agency.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. March 7, 2023, Successor Agency Minutes

MINUTES OF THE REGULAR MEETING OF THE CITY OF LA PALMA AS SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY DEVELOPMENT COMMISSION

March 7, 2023

CALL TO ORDER: Mayor Baker called the Regular Meeting of the City of La Palma as Successor Agency to the Dissolved Community Development Commission to order at 6:43 p.m. in the Council Chambers of La Palma City Hall, 7822 Walker Street, La Palma, California.

PLEDGE OF ALLEGIANCE: Council Member Patel

INVOCATION: Father Aaron Galvizo, St. Ireneaus

ROLL CALL: Council and Commission Members

Council Members present: Mayor Baker, Mayor Pro Tem Goodman, Council Member Keo Conklin, Council Member Patel, and Council Member Waldman

Council Members absent: None

City Officials present: Conal McNamara, City Manager
Ajit Thind, City Attorney
Mike Belknap, Community Services Director
Joe Cisneros, Assistant to the City Manager
Ryan Hallett Hinton, Administrative Services Director
Scott Hutter, Planning Manager
Terry Kim, Police Chief
Kimberly Kenney, City Clerk

City Clerk Kenney stated, "The City Council will now recess and convene as the Successor Agency to the Dissolved Community Development Commission of the City of La Palma. Members of the La Palma City Council receive no compensation or stipend as a result of convening or participating in either the Successor Agency or otherwise as serving as members of the Successor Agency."

CONSENT CALENDAR

A. Approval of Successor Agency Minutes

Minutes of the January 10, 2023, Regular Meeting of the Successor Agency.

B. Successor Agency Meeting Schedule

Resolution No. SA 2023-01 modifying its meeting schedule to meet annually on the first Tuesday each August

Mayor Pro Tem Goodman made a motion to approve Consent Calendar Items A and B.

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

AYES: Mayor Baker, Mayor Pro Tem Goodman, Council Member Keo Conklin, Council Member Patel, and Council Member Waldman

NOES: None

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS

None Scheduled.

ADJOURNMENT

Mayor Baker adjourned the Regular Meeting of the Successor Agency at 6:44 p.m.

Marshall Goodman
Mayor

Attest:

Kimberly Kenney, CMC
City Clerk

City of La Palma as Successor Agency to the
Dissolved Community Development Commission
March 7, 2023
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City of La Palma

Agenda Item No. 1



MEETING DATE: August 6, 2024

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.

BACKGROUND:

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.

SUMMARY:

None.

ANALYSIS:

None.

FISCAL IMPACT:

None.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 2



MEETING DATE: August 6, 2024
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 June 4, 2024, Regular Meeting and June 26, 2024, Special Meeting of the City Council.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. June 4th Regular City Council Minutes
2. June 26th Special City Council Minutes

MINUTES OF THE REGULAR MEETING OF THE LA PALMA CITY COUNCIL

June 4, 2024

CALL TO ORDER: Mayor Goodman called the Regular Meeting of the La Palma City Council to order at 5:30 p.m. in the Council Chambers of La Palma City Hall, 7822 Walker Street, La Palma, California with all members present.

CLOSED SESSION

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

Name of Case: Janee L. Pacheco v. Anaheim Union High School District et al.
Case No. USDC 8:24-cv-00525-JFW-PVC

CS-2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Consideration of whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4): (1 case)

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

Name of Case: Ross Byer v. City of La Palma
Orange County Superior Court Case No. 30-2024-01394359-CU-OE-CJC

CS-4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Pursuant to paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case: Torres vs. City of La Palma
Case No. OCSC TC24-3498

CS-5. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6.

Agency Designated Representatives:	Conal McNamara, City Manager Ryan Hallett, Assistant to the City Manager/Administrative Services Director
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Employee Organizations:	La Palma General Employees Association La Palma Police Association
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La Palma Professional
Employees Association

Unrepresented Employees:

Executive Management

CS-6. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6.

Agency Designated Representatives:

Ajit Thind, City Attorney
Ryan Hallett, Assistant City
Manager/ Administrative Services
Director

Unrepresented Employee:

City Manager

CS-7. PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE
SECTION 54957(B)(1):

PUBLIC EMPLOYMENT

Position Title: City Manager

Mayor Goodman recessed to Closed Session at 5:31 p.m.

Mayor Goodman adjourned Closed Session at 6:20 p.m.

OPEN SESSION:

Mayor Goodman reconvened in Open Session at 6:35 p.m. and asked for a report out of Closed Session.

City Attorney Thind responded that there were no reportable actions on any of the items out of Closed Session.

ROLL CALL: Council Members

Council Members present:

Council Member Baker, Council Member
Conklin, Mayor Goodman, Council Member
Patel, and Mayor Pro Tem Waldman

Council Members absent:

None

City Officials present:

Conal McNamara, City Manager
Ajit Thind, City Attorney
Ryan Hallett, Administrative Services
Director/Assistant City Manager
Joe Cisneros, Assistant to the City Manager
Belinda Deines, Planning Manager
Andy Ramirez, Public Works/Community
Services Director
Ron Wilkerson, Police Chief
Kimberly Kenney, City Clerk

PLEDGE OF ALLEGIANCE:

Council Member Conklin

INVOCATION:

Deacon Vernon Atwood, St. Irenaeus

PRESENTATIONS

1. Mayor Goodman presented a Proclamation to the Orange County Black Chamber of Commerce CEO Bobby McDonald in Recognition of Juneteenth.

Joe Pak representing Assemblywoman Quirk-Silva's office, presented a Certificate of Recognition to Bobby McDonald in Recognition of Juneteenth.

ORAL COMMUNICATIONS

Dan Daley, representing Alzheimer's Orange County, announced statistics regarding the disease and the services offered by his agency that helps families to cope with dementia and Alzheimer's disease.

Keith Nelson, a La Palma resident, addressed the City Council by requesting that Item 19 be advanced to Item 11 so the public does not have to wait to participate and submit public comment; that he submitted an email request earlier and did not get a response from the City Council except that the request was received; and that the matter is important.

Mayor Goodman responded that his request was received and acknowledged; that the City Council is not entertaining a dialogue during the Oral Comment period; and that the agenda was published and that as Mayor, the order will stand as is.

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 May 7, 2024, Regular Meeting of the City Council.
3. Approval of Register of Demands

Resolution No. 2024-14 approving the Register of Demands for May 21, 2024, and June 4, 2024.
5. Annual Measure M2 Eligibility Submittal Package, Fiscal Year 2024-25
 1. Adopt the Measure M (M2) seven-year Capital Improvement Program (Fiscal Year 2024-25 through Fiscal Year 2030-31);
 2. Adopt Resolution No. 2024-16 updating the Pavement Management Plan for the Measure M2 Program; and
 3. Authorize the Public Works & Community Services Director to submit the City's Measure M2 Eligibility Package to the Orange County Transportation Authority (OCTA).
6. Adopt a Resolution Identifying The Road Repair and Accountability Act List (SB 1) of Projects for Fiscal Year 2024-25

Resolution No. 2024-17 identifying a list of projects to be funded by Senate Bill 1 (SB 1), The Road Repair and Accountability Act, for Fiscal Year 2024-25.
7. 2024 Annual Water Quality Report

Receive and file the 2024 Annual Water Quality Report and direct staff to distribute the report to the City of La Palma residents.
8. General Sewer Maintenance Repair Services Award of Contract

Award a contract and authorize the City Manager or designee to execute all documents with MJC Construction of Bonita, California for the General Sewer Maintenance Repair Services for a period of three (3) years with the option of two (2), one (1) year extensions adjusted to the annual Cost Price Index (CPI).

9. General Sewer Cleaning Services Award of Contract

Award a contract and authorize the City Manager or designee to execute all documents with Houston & Harris PCS, Inc. of San Bernardino, California, for the General Sewer Cleaning Services for a period of three (3) years with the option for two (2), one (1) year extensions adjusted to the annual Cost Price Index (CPI).

10. Public Works Temporary Staffing Augmentation

- a) Award a contract and authorize the City Manager or designee to execute all documents with Water Work Force to provide water staffing augmentation services in an amount not to exceed \$70,000; and
- b) Award a contract and authorize the City Manager or designee to execute all documents with Joe Indrawan for encroachment and construction permit coordination and inspection services in an amount not to exceed \$40,000.

Mayor Pro Tem Waldman made a motion to approve Consent Calendar Items 1 through 3, and Items 5 through 10.

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

AYES: Council Member Baker, Council Member Keo Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

ITEMS PULLED FROM THE CONSENT CALENDAR

Item No. 4 on the Consent Calendar was pulled at the Public's Request in order to speak on the matter.

Resolution Amending the City Council's Regular Meeting Schedule

Robert Carruth, a La Palma resident, addressed the City Council regarding his opposition to the response received to his request to have this Item pulled from the Consent Calendar in order to speak on the matter; his opposition to reducing City Council meetings to once a month; and his opposition to cancelling the July meeting.

Mayor Goodman apologized for any miscommunication as he was notified of this request earlier, but by mistake had failed to address the request at the time the matter was brought forward.

Mayor Goodman noted another member of the public wishing to speak on Consent Calendar Item 9 and allowed him to come forward although the matter has been approved.

Craig Van Thyne, representing Empire Pipe Cleaning and Equipment Inc, addressed the City Council regarding the company's commitment to La Palma over the past 19 years having provided sewer service to La Palma since 2005; his opposition to not being selected for the sewer cleaning; and that his staff is ten miles away versus being two hours away during an emergency.

Mayor Goodman responded that Item 9 has already been approved and although he brought forward some issues, he trusts Staff with their decision.

City Attorney Thind added that the City Council has already taken action on Item 9 and that Item 4 has not been decided on by the City Council.

4. Resolution No. 2024-15 amending the City's Council's Regular Meeting Schedule for July, November, and December, 2024.

Council Member Patel made a motion to adopt Resolution No. 2024-15 Amending the City Council's Regular Meeting Schedule

Discussion ensued regarding clarification of the motion being to approve Consent Calendar Item 4; that the City Council has cancelled the July meetings since Ordinance 2020-02 was adopted except in 2022 due to the District Elections process; that the City Council can always have a Special Meeting if there is a matter that needs to come before the City Council; and that the public does not set the calendar agenda, but rather the calendar is set by the City Council and projects that are moving through the City process.

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

AYES: Council Member Baker, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: Council Member Keo Conklin

PUBLIC HEARINGS

11. Proposed Resolution Vacating a 20-foot Sidewalk Easement at 6951 Walker Street
 - a) Mayor Goodman opened the Public Hearing at 7:13 p.m.

- b) City Manager McNamara introduced the Item and Planning Manager Deines gave the Staff Report.
- c) City Council Comments and Questions
None.
- d) Public Input:
No members of the public wished to speak.
- e) Mayor Goodman closed the Public Hearing at 7:14 p.m.
- f) Adopt Resolution No. 2024-18 vacating a 20-foot wide sidewalk easement at 6951 Walker Street

Council Member Conklin made a motion to adopt Resolution No. 2024-18 vacating a 20-foot wide sidewalk easement at 6951 Walker Street

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

AYES: Council Member Baker, Council Member Keo Conklin, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: None

12. Conditional Use Permit 392 to Establish a Retail Pharmacy Use (Phoenix Pharmacy) Located at 7872 Walker Street, Suite 106

- a) Mayor Goodman opened the Public Hearing at 7:15 p.m.
- b) City Manager McNamara introduced the Item and Planning Manager Deines gave the Staff Report.
- c) Council Member Comments and Questions

None.

- d) Public Input:

Mr. Meyer, the property manager for Joshua Medical Building, addressed the City Council regarding the need for a pharmacy inside a medical building for ease of access to all patients visiting; that many patients have difficulty

getting to their doctor visits, much less getting to a pharmacy; and support for having both doctor and pharmacy in the same building.

Abe Waheed, a La Palma resident and former medical professional, addressed the City Council in support of having a pharmacy inside a medical building.

- e) Mayor Goodman closed the Public Hearing at 7:20 p.m.
- f) Adopt Resolution No. 2024- 19 approving Conditional Use Permit 392

Council Member Patel made a motion to adopt Resolution No. 2024-19 approving Conditional Use Permit 392.

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

AYES: Council Member Baker, Council Member Keo Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

13. Consideration of Resolution Amending Service Fees Schedules

- a) Mayor Goodman opened the Public Hearing at 7:21 p.m.
- b) Assistant to the City Manager Cisneros gave the Staff Report.
- c) City Council Comments and Questions

None.

- d) Public Input:

No members of the public wished to speak.

- e) Mayor Goodman closed the Public Hearing at 7:22 p.m.
- f) Adopt Resolution No. 2024-20 Amending Fee Schedules 1, 2, 3, 4, and 5

Council Member Patel made a motion to adopt Resolution No. 2024-20 Amending Fee Schedules 1, 2, 3, 4, and 5

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

AYES: Council Member Baker, Council Member Keo Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

14. Adoption of the Fiscal Year 2024-25 Operating and Capital Improvement Program Budgets, Appropriations Limit, and Related Personnel Items

- a) Mayor Goodman opened the Public Hearing at 7:23 p.m.
- b) City Manager McNamara introduced the Item and Assistant City Manager/Administrative Services Director Hallett gave the Staff Report
- c) Committee Comments and Questions

Discussion ensued regarding clarification that there is a \$700 thousand surplus, but that \$400 thousand of that is going to an account for fiscal planning purposes; that other Orange County cities are in deficit conditions currently; that this City Council has been fiscally prudent; that although the City Council may cancel a meeting, they are still actively working to keep the City solvent; appreciation to staff for all their efforts in the process; and that all funds are fungible from a variety of accounts if there were an emergency.

- d) Public Input:

Karen Zigorsky, a La Palma resident, addressed the City Council regarding how the City recently recovered \$100 thousand during the previous Budget discussion.

Discussion ensued regarding City Staff finding the \$100 thousand from previously budgeted funds that did not need to need to be set aside; that these funds were put back into the bottom line; that this was done during the annual budget review; that Mayor Goodman's apology that this was not made clear; and that the previous and current City Council and Staff has worked very hard on being fiscally conservative which resulted in a successful Fiscal Year Budget.

- e) Mayor Goodman closed the Public Hearing at 7:33 p.m.

- f) Adopt Resolution No. 2024-21 approving the Fiscal Year 2024-25 Budget;

Council Member Patel made a motion to adopt Resolution No. 2024-21 approving the Fiscal Year 2024-25 Budget;

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

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

NOES: None

- g) Adopt Resolution No. 2024-22 approving the Annual Appropriations Limit for Fiscal Year 2024-25; and

- h) Adopt Resolution 2024-23 approving the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Executive Management Employees.

Council Member Patel made a motion to adopt Resolution No. 2024-22 approving the Annual Appropriations Limit for Fiscal Year 2024-25; and Adopt Resolution 2024-23 approving the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Executive Management Employees.

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

AYES: Council Member Baker, Council Member Keo Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

REGULAR ITEMS

15. Annual Military Equipment Report, per Assembly Bill (AB) 481

City Manager McNamara introduced the Item and Police captain Amend gave the Staff Report.

Council Comments and Questions:

None.

Public Input:

No members of the public wished to speak.

Receive and file the staff report and adopt Resolution No. 2024-27 approving the continuance of the La Palma Police Department Policy 709 as required pursuant to AB 481.

Council Member Patel made a motion to receive and file the Annual Military Equipment Report, per Assembly Bill (AB) 481, and Adopt Resolution No. 2024-27 approving the continuance of the La Palma Police Department Policy 709 as required by AB 481.

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

AYES: Council Member Baker, Council Member Keo Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

16. Body Worn Camera Program & In-Car Video System

City Manager McNamara introduced the item and Police Chief Wilkerson gave the Staff Report.

Council Comments and Questions:

Discussion ensued regarding the cost being presented is all inclusive and will save staff time when it comes to video management; that there is currently no state mandate requiring body worn cameras (BWC); that the only mandate is that certain evidence be released during a required time period when a significant use of force has ensued; that originally, the Police Department (PD) would have needed to bring on additional staffing to help with the records requests and now are confident with this particular package that no additional staff would be necessary; that the dashboard platform is very user friendly and fast; that the new system will save hours of staff time on records requests; that all the data is hosted in America on a secured platform cloud in compliance with the Department of Justice (DOJ); that video retention follows the City's records retention schedule and statute of limitations; that retention protocols vary based on the crimes involved; that the City Council supports BWCs and pleased that it is going in effect in La Palma; that this

protects the public and Law Enforcement officers; and that this brings clarity to situations our law enforcement is involved in.

Public Input:

Keith Nelson, a La Palma resident, supports BWCs; whether there is a policy in place for redactions; whether the individual will be certified; his opposition to not being able to have a dialogue; and that BWCs would protect La Palma citizens.

Robert Carruth, a La Palma resident, supports BWCs; supports the Police Department; that BWCs promotes better behavior in everyone - both citizens and officers; and that the cost is reasonable considering the value received.

Approve and authorize the City Manager or designee to execute an agreement between LensLock Inc. and the City of La Palma to provide Body-Worn Camera and In-Car video systems for a period of five years commencing July 1, 2024 through June 30, 2029.

Council Member Keo Conklin made a motion to approve and authorize the City Manager or designee to execute an agreement between LensLock Inc. and the City of La Palma to provide Body-Worn Camera and In-Car video systems for a period of five years commencing July 1, 2024 through June 30, 2029.

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

AYES: Council Member Baker, Council Member Keo Conklin, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: None

17. Second Amendment to Amended and Restated City Manager Employment Agreement

City Attorney Thind gave the Staff Report

Council Comments and Questions:

None.

Public Input:

Robert Carruth, a La Palma resident, addressed the City Council regarding the rationale for the increase in the deferred compensation for the City Manager; his

opposition to the upcoming 5% increase in addition to these changes; and questions the logic behind the compensation.

Monty Baker, a La Palma resident, noted his support for the City Manager and his value to the City of La Palma.

Further discussion ensued regarding the City Manager's (CM) compensation with this increase is still lower than the median in other Orange County Cities; that good people in this position should be compensated; that the City Council still has never rehired a Community Development Director because the CM brings that to his position, proving a net savings as a result; that the CM does his job efficiently and the City Council continues to move forward; and that Staff is at the center of the organization; without efficient and effective staff - the Council would not function well; that during the review process, the City Council gets compensation lists comparable to other cities in the County; that when the City Council finds the median income, the Council goes below that amount because we're a smaller City; that if the public wants more information, Mayor Goodman encouraged the public to contact him directly and other Council Members; and that deep thought and calculation goes into these decisions despite the projected comments made.

Approve the Second Amendment to Amended and Restated Employment Agreement between the City and City Manager Conal McNamara.

Council Member Patel made a motion to approve the Second Amendment to Amended and Restated Employment Agreement between the City and City Manager Conal McNamara.

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

AYES: Council Member Baker, Council Member Keo Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

18. Consideration of Citywide Branding and Street Median Monument Consultant Solicitations

City Manager McNamara introduced the Item and Assistant to the City Manager Cisneros gave the Staff Report.

Recommendation that the City Council discuss and give staff direction on the following items:

- a) Citywide Branding Scope of Work;
- b) Street Median Monument Design Request for Proposals (RFP) Solicitation;
- c) Street Banners Request for Proposals Solicitation; and
- d) Street Name Signage Request for Proposals Solicitation

Council Questions and Comments

Discussion ensued regarding Staff needing Council direction in order to move forward to the RFP stage; support to move this to August agenda to see if there are any grants available for this type of project before the City's money; that the City Council is not sure that the residents would consider this a priority; that understanding the costs before is imperative before the City Council commits to moving forward with an RFP; that this project could evolve through to goal setting; that this request is aligned with the visual decline in the street banners and some street signs; whether the City can include student banners like those of Los Alamitos; that the School District wanted the City to take on all the costs instead of it being a shared costs; that the School District is in a \$70 million deficit; and the City Council's support to table the matter to the August agenda.

Public Input:

Karen Zigorski, a La Palma resident, supports the proposal and asked for clarification on the total costs for street signs, banners, and all of the new signage.

Mayor Goodman responded that the total costs are in the Agenda Staff Report.

By consensus, the City Council agreed to table the item to the August City Council meeting and engage Townsend Public Affairs and other grant writers to see what grant opportunities are available.

19. Notice of Holding of Municipal Election, Request for Consolidation of Municipal Election with the Statewide General Election, and Term Limits Ballot Measure

City Manager McNamara gave the Staff Report.

Council Comments and Questions:

Discussion ensued regarding Council Member Conklin's support for three terms with a cool-off period, instead of four terms; that Council Member Conklin supports giving the voter a list of choices for term limits like the voters had in Cerritos; and concerns about long term Council Members.

Public comment:

Monty Baker, a La Palma resident, addressed the City Council regarding his voting history; that although he did not vote for Measure JJ, but announced his support for its passage; opposition to residents coming to City Council meetings just to speak about their issue and then not stay for the duration of the meeting; his attendance at every City Council meeting since 2020; his support for the City Council and awareness of the sacrifices made by them; and that switching to districts is why this proposal has come forward.

Robert Carruth, a La Palma resident, addressed the City Council regarding the history of former Council Member Polis with his lawsuit; the results following that election cycle; that voters responded with Measure O in 1996 regarding term limits; opposition to trying to overturn Measure O; and opposition to extending term limits.

Keith Nelson, a La Palma resident, addressed the City Council regarding his support for the current term limits; opposition to the ballot measure language; criticism of the current leadership; opposition to the amount of time the City Council spent on this issue; that more may support three consecutive terms instead of four; and opposition to not being allowed a dialogue with the City Council at the meetings.

A Laguna Niguel resident addressed the City Council regarding the reason behind the ballot measure proposal; that the decision is up to the voter; and inquiry as to why the City Council wants to change term limits.

Discussion ensued regarding the reason why the matter was brought up; that La Palma has been forced to go to districts and that is going to make the pool of candidates even smaller; that previously, candidates ran unopposed; that in the last election, the City only had three candidates for two City Council seats; that being a member of the City Council is not for everybody; that many residents spoken to by the City Council are definitely not interested in ever running for City Council; that the City Council only gets a small stipend so money is not an issue; that Council Member Baker recommended three terms with a four year cool-off period; that Mayor Pro Tem Waldman supports letting La Palma voters decide who gets voted into office; that he supports term limits; that moving to districts is going to limit voters choice and as such, supports three terms; that voters can always vote out a candidate if they do not perform well; that Council Member Patel supports Council Member Conklin's recommendation of three terms; that there is a learning curve for new Council Members that can take up to one term, four years

to truly get up to speed; that Council Member Patel noted this process has been transparent by having several meetings and gathered responses from the broader community; that he believes the voters need to make the final decision; that anonymous posts and flyers do not encourage transparency or a healthy discussion; that some of the anonymous flyers had incorrect information and misled the public to think it was a City document; that taking the issue to the voters is a democratic approach; that the demographics and circumstances have changed since 1996; that if this measure does not pass by the voters, then future Council can rely on the decision made by voters; that moving to district based elections can be a blessing and a curse; that voters can only choose from candidates in their specific area; that the City still does not have enough committee members to fill the vacancies in Citizen Committees; that running for City Council shouldn't be an easy decision and the learning curve is steep; that possibly the same people who opposed Measure JJ are the same who are opposed to this; that thankfully, Measure JJ passed and if didn't, the City would be in a \$2 million dollar deficit and the voters decided; that in building relationships and advocate for the City at all different levels; that as a result of the Council's extended relationship with Congresswoman Sanchez's office, the City acquired \$2 million in funding for the City's medians project; that in addition, Congresswoman Steel's office secured \$2 million for our police department renovations; that building relationships takes time to develop and that it results in positive outcomes; that Council Member Patel supports a sunset provision; that Districts means a much smaller voter pool; that supporting this ballot measure to move forward only means the City Council supports letting the voters decide; that he supports three consecutive terms with a four year cool off period; that Mayor Goodman has seen the lack of engagement by the citizens over the years; that membership in Citizen Committees has dwindled over the years; that the Community Activities and Beautification (CAB) Committee had to shrink from 11 members to 7 members now due to the lack of interest; that the leadership pool at present shows a lack of leadership 'engagement'; that Mayor Goodman also noted the lack of involvement in the City's Citizen's Academy; that all current City Council Members have jobs and families; support to allow those willing to serve their community and advocate on its behalf, to continue to serve; that Mayor Goodman gave the history of term limits and that the Federal Government deemed term limits as unconstitutional; that Mayor Goodman noted without continuity in leadership, there is instability; that he encourages discussion and dialogue and will make himself available; that he opposes fear mongering and personal attacks; that Mayor Goodman supports three terms with a four year cool-off period; that Council Member Keo Conklin thanked the Council for their wisdom and agrees to the three terms; that she would prefer giving the voter more options to pick from; and that she supports to leave it to the voters to make the decision.

City Clerk Kenney announced that after the Agenda was published, the City Clerk's office received 9 letters via email from the following residents: Kris Thomas, Cheryl Pappas, Sonia Serrano, Steve Hwangbo, Steven Pappas, Lawton Test, Marilyn

Elli, Maryanne McCombs, and Jeff McCombs. She reported that all the emails were in opposition to changing the existing City Council term limits and that a copy has been placed at the City Council's seats and will be transferred into the record.

Council Member Patel made a motion to change the recommended ballot language from four to three terms with a four-year cool off period; that Mayor Goodman and Council Member Patel be the authors of the argument in favor; and that they to have the option to include three members of the public to rebut any opposition to the proposed ballot measure.

Council Member Baker seconded the motion.

City Attorney Thind clarified that this motion is a separate action to clarify the language for the proposed ballot measure; that once this vote is made, these approved changes will be incorporated into the final Resolution for the Ballot Measure; and that after this motion, the following resolution actions will need to be voted on individually.

Council Member Keo Conklin asked to have the motion repeated for clarification.

The motion carried on the following vote:

AYES: Council Member Baker, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: Council Member Keo Conklin

City Attorney Thind noted that the following resolutions needing City Council action will include all the revisions that were just approved by the City Council.

- 1) Adopt Resolution No. 2024-24 calling and giving notice of the holding of a Municipal Election to be held on Tuesday, November 5, 2024, in conjunction with the General Municipal Election, putting forward a ballot measure to the voters and for the election of certain officers in three districts as required by the provisions of the laws of the State of California relating to general law cities.

Council Member Patel made a motion to Adopt Resolution No. 2024-24 calling and giving notice of the holding of a Municipal Election to be held on Tuesday, November 5, 2024, in conjunction with the General Municipal Election, putting forward a ballot measure to the voters and for the election of certain officers in three districts as required by the provisions of the laws of the State of California relating to general law cities.

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

AYES: Council Member Baker, Council Member Keo Conklin, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: None

- 2) Adopt Resolution No. 2024-25 requesting the Board of Supervisors of the County of Orange to consolidate a Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on the date pursuant to Section 10403 of the Elections Code.

Council Member Patel made a motion to Adopt Resolution No. 2024-25 requesting the Board of Supervisors of the County of Orange to consolidate a Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on the date pursuant to Section 10403 of the Elections Code.

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

AYES: Council Member Baker, Council Member Keo Conklin, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: None

3. Adopt Resolution No. 2024-26 that:

- a) Submits to the voters a ballot measure to limit term limits of council members to three terms with a four-year cooling-off period in the General Election to be held on November 5, 2024;
- b) Directs the City Attorney to prepare an impartial analysis to be filed with the City Clerk on or before June 17, 2024, by 4:30 p.m.;
- c) Authorizes the City Manager to prepare a fiscal analysis to be filed with the City Clerk on or before June 17, 2024, by 4:30 p.m.;
- d) Authorizes Mayor Goodman and City Council Member Patel to prepare and file written arguments in favor or against the ballot measure;

- e) Establishes deadlines for direct arguments for and against the ballot measure to be filed with the City Clerk on or before June 18, 2024, by 4:30 p.m.; and
- f) Establishes deadlines for rebuttal arguments for and against the ballot measure to be filed with the City Clerk on or before June 28, 2024, by 4:30 p.m.

City Attorney Thind detailed that this motion is to approve Resolution No. 2024-26 proposing and submitting to the voters at the General Municipal Election to be held on November 5, 2024, a ballot measure proposing to adopt an Ordinance to revise Council Member Term Limits to three terms, subject to a four-year cooling-off period with a sunset provision if the City returns to at-large elections; directing the City Attorney to prepare an impartial analysis; authorizing the City Manager to prepare a fiscal analysis; authorizing and setting deadlines for the filing of arguments for or against the ballot measure; and who will be authoring the arguments as previously discussed and approved by the City Council.

Council Member Patel made a motion to approve Resolution 2024-26 as defined by City Attorney Thind.

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

AYES: Council Member Baker, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: Council Member Keo Conklin

- 4) Direct staff to process all other documents required to proceed with the proposed ballot measure.

Council Member Patel made a motion to direct staff to process all other documents required to proceed with the proposed ballot measure.

Council Member Keo Conklin asked for clarification on this motion.

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

AYES: Council Member Baker, Council Member Keo Conklin, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: None.

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

Council Member Keo Conklin hosted an Asian-American Celebration.

Council Member Baker attended the Association of California Cities – Orange County (ACC-OC) Leadership Summit; the City Selection Committee meeting; the Orange County Older Adults Advisory Committee meeting; Congresswoman Michelle Steel's Association of Asian Pacific Islander (AAPI) of Distinction event; the California Joint Powers Insurance Authority (CJPIA) Elected Officials Summit; the Orange County Mosquito and Vector Control District (OCMVCD) Board of Trustees meeting; the Orange County Sanitation District (OCSA) ribbon cutting ceremony for their new headquarters; the OCSA Board meeting; and the La Palma Memorial Day ceremony.

Council Member Patel attended the Orange County Fire Authority (OCFA) Budget Committee meeting; Congresswoman Michelle Steel's Association of Asian Pacific Islander (AAPI) of Distinction event recognizing Noella Lew; announced his appreciation to earmark \$2 million for police department renovations by Congresswoman Steel's office in collaboration with Townsend Public Affairs; the La Palma Memorial Day ceremony; and closed by encouraged the public who participate in our City Council meetings to practice decorum and refrain from profanity.

Mayor Pro Tem Waldman attended the La Palma Memorial Day ceremony and applauded the keynote speaker.

Mayor Goodman attended the CJPIA Elected Official Summit; the League of California Cities (LOCC) Briefing regarding water issues and older water infrastructure; the LOCC Nominating Committee meeting; the Orange County Council of Governments (OCCOG) Board meeting; and the La Palma Memorial Day ceremony.

CITY MANAGER REMARKS

City Manager McNamara announced that this meeting will be the last using the Granicus platform and is hopeful that we will not have any technological mishaps in the future; announced his appreciation to Staff for all the working getting the many presentations to the City Council tonight; thanked Planning Manager Deines for getting the Housing Element to the State and approved; that due to the lack of Agenda items, there will be no matters to bring forward in July; encouraged the public to get registered and involved in the annual July 4th and the Run for Fun; and looks forward to the August City Council meeting.

CITY ATTORNEY REMARKS

City Attorney Thind had nothing to report.

ADJOURNMENT

Mayor Goodman adjourned the Regular Meeting of the City Council at 9:32 p.m.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

MINUTES OF THE SPECIAL MEETING
OF THE LA PALMA CITY COUNCIL

June 26, 2024

CALL TO ORDER: Mayor Goodman called the Special Meeting of the La Palma City Council to order at 9:00 a.m. in the Council Chambers of La Palma City Hall, 7822 Walker Street, La Palma, California.

PLEDGE OF ALLEGIANCE: Mayor Goodman

ROLL CALL: Council Members

Council Members present: Council Member Baker, Council Member Conklin, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

Council Members absent: None

City Officials present: Conal McNamara, City Manager
Ajit Thind, City Attorney
Steve Filarsky, Labor Attorney
Ryan Hallett, Assistant City Manager/Administrative Services Director

ORAL COMMUNICATIONS

None.

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/
Administrative Services Director
Steve Filarsky, Labor Relations Attorney
Ajit Thind, City Attorney

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

Unrepresented Employees: Executive Management

Mayor Goodman recessed to Closed Session at 9:01 a.m.

OPEN SESSION

Mayor Goodman reconvened in Open Session at 9:50 a.m. and announced that there were no reportable actions out of Closed Session

ADJOURNMENT

Mayor Goodman adjourned the Special Meeting the City Council at 9:51 a.m.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 3



MEETING DATE: August 6, 2024
TO: City Council
FROM: City Manager
SUBMITTED BY: Ryan Hallett, Assistant City Manager
AGENDA TITLE: Registers of Demands

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution approving the Register of Demands for June 18, 2024, July 2, 2024, July 16, 2024, and August 6, 2024.

BACKGROUND:

None.

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.

ANALYSIS:

None.

FISCAL IMPACT:

Sufficient funds are available to process all payments.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA APPROVING THE REGISTERS OF DEMANDS
FOR JUNE 18, 2024, JULY 2, 2024, JULY 16, 2024, AND
AUGUST 6, 2024.

WHEREAS, certain financial obligations are due and payable by the City of La Palma, a General Law City, as of June 18, 2024, July 2, 2024, July 16, 2024, and August 6, 2024; 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 June 18, 2024, July 2, 2024, July 16, 2024, and August 6, 2024, 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 August 2024.

Marshall Goodman
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 August, 2024, 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
Payable Dates 6/5/2024 - 6/18/2024

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 "Conal", is written over a horizontal line.

Conal McNamara - City Manager

Warrant Register

Payable Dates: 6/5/2024 - 6/18/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 04063 - A T & T				
06/13/2024	APA000812	A T & T	5/11-5/12 CELL PHONE PINGING SVC/CS#24-05371	275.00
Vendor 04063 - A T & T Total:				275.00
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
06/13/2024	APA000814	ADMIRAL PEST CONTROL INC	4/5 PEST CONTROL/5410 LA PALMA	53.00
06/13/2024	APA000814	ADMIRAL PEST CONTROL INC	4/5 PEST CONTROL/CH & PD	164.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				217.00
Vendor: 01047 - AFLAC				
06/13/2024	APA000815	AFLAC	JUN'24 AFLAC INS PREM W/H	261.60
Vendor 01047 - AFLAC Total:				261.60
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
06/13/2024	APA000817	ALL CITY MANAGEMENT SVC I...	4/28-5/11 CROSSING GUARD SVC/PD	6,358.10
06/13/2024	APA000817	ALL CITY MANAGEMENT SVC I...	5/12-5/25 CROSSING GUARD SVC/PD	6,171.94
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				12,530.04
Vendor: 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE				
06/13/2024	APA000818	AMERICAN TIRE DEPOT - BIG ...	5/29 RPL (2)TIRES/#738	628.14
06/13/2024	APA000818	AMERICAN TIRE DEPOT - BIG ...	5/28 RPL (2)TIRES/#746	560.38
06/13/2024	APA000818	AMERICAN TIRE DEPOT - BIG ...	5/29 RPL (2)PRESSURE SENSORS/#744	176.17
06/13/2024	APA000818	AMERICAN TIRE DEPOT - BIG ...	5/30 REPL(3)TIRES/#751	925.57
06/13/2024	APA000818	AMERICAN TIRE DEPOT - BIG ...	5/29 RPL PRESSURE SENSOR/#740	88.08
Vendor 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE Total:				2,378.34
Vendor: 05588 - AYNE AGUILOS				
06/13/2024	APA000816	AYNE AGUILOS	12688 COLLAGE CRAFT RFD	25.00
06/13/2024	APA000816	AYNE AGUILOS	12688 LESS CANCELLATION FEE	-11.00
Vendor 05588 - AYNE AGUILOS Total:				14.00
Vendor: 05087 - BIG BEN ENGINEERING				
06/13/2024	APA000820	BIG BEN ENGINEERING	2/15 EMERG LEAK RPR/5331 PEMBURY	7,409.65
Vendor 05087 - BIG BEN ENGINEERING Total:				7,409.65
Vendor: 01208 - BLUE RIBBON TROPHY CO				
06/13/2024	APA000821	BLUE RIBBON TROPHY CO	(400)CITY SEAL LAPEL PINS/GG	609.15
Vendor 01208 - BLUE RIBBON TROPHY CO Total:				609.15
Vendor: 03604 - CINTAS CORPORATION				
06/13/2024	APA000822	CINTAS CORPORATION	4/25 UNIFORM SVC/PW	36.15
06/13/2024	APA000822	CINTAS CORPORATION	4/25 UNIFORM SVC/PW	36.15
06/13/2024	APA000822	CINTAS CORPORATION	4/25 UNIFORM SVC/PW	42.17
06/13/2024	APA000822	CINTAS CORPORATION	5/16 UNIFORM SVC/PW	36.24
06/13/2024	APA000822	CINTAS CORPORATION	5/16 UNIFORM SVC/PW	36.24
06/13/2024	APA000822	CINTAS CORPORATION	5/16 UNIFORM SVC/PW	39.24
06/13/2024	APA000822	CINTAS CORPORATION	5/23 UNIFORM SVC/PW	36.24
06/13/2024	APA000822	CINTAS CORPORATION	5/23 UNIFORM SVC/PW	36.24
06/13/2024	APA000822	CINTAS CORPORATION	5/23 UNIFORM SVC/PW	39.24
06/13/2024	APA000822	CINTAS CORPORATION	5/30 UNIFORM SVC/PW	36.24
06/13/2024	APA000822	CINTAS CORPORATION	5/30 UNIFORM SVC/PW	36.24
06/13/2024	APA000822	CINTAS CORPORATION	5/30 UNIFORM SVC/PW	39.24
Vendor 03604 - CINTAS CORPORATION Total:				449.63
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
06/13/2024	39570	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	98.07
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				98.07
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
06/18/2024	39573	CITY OF LA PALMA PETTY CASH	4/22 SUPPLIES/FON	82.41

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06/18/2024	39573	CITY OF LA PALMA PETTY CASH	4/24 SUPPLIES/FON	20.86
06/18/2024	39573	CITY OF LA PALMA PETTY CASH	4/26 SUPPLIES/FON	150.84
06/18/2024	39573	CITY OF LA PALMA PETTY CASH	4/26 SUPPLIES/FON	12.00
06/18/2024	39573	CITY OF LA PALMA PETTY CASH	4/26 SUPPLIES/FON	12.00
06/18/2024	39573	CITY OF LA PALMA PETTY CASH	5/23 SUPPLIES/CAB	32.82
06/18/2024	39574	CITY OF LA PALMA PETTY CASH	STARTING CASH ADVANCE/JUL4RUN	600.00
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				910.93
Vendor: 01395 - COUNTY OF ORANGE				
06/13/2024	APA000849	COUNTY OF ORANGE	MAR'24 PARKING CITATIONS/PD	1,247.50
06/13/2024	APA000849	COUNTY OF ORANGE	MAY'24 OCATS/CLETS PHONE SVC/PD	1,104.51
06/13/2024	APA000849	COUNTY OF ORANGE	MAY'24 AFIS FEE/PD	556.00
Vendor 01395 - COUNTY OF ORANGE Total:				2,908.01
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
06/13/2024	APA000823	CROSSTOWN ELECTRICAL & D...	MAY'24 SIGNAL MAINT/PW	1,260.00
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				1,260.00
Vendor: 01446 - DARICE MEAD				
06/13/2024	APA000845	DARICE MEAD	5/24 PAVILION DEPOSIT RFD	200.00
Vendor 01446 - DARICE MEAD Total:				200.00
Vendor: 04768 - DEBORAH BAKER				
06/18/2024	2141	DEBORAH BAKER	9/19-22 LOCC CONF TRANSPORT/CCMBR	48.99
06/18/2024	2141	DEBORAH BAKER	4/16-19 LOCC CITY LDRS SUMMIT/CCMBR	903.74
Vendor 04768 - DEBORAH BAKER Total:				952.73
Vendor: 03429 - ELYSIAN ARTS & EVENTS				
06/13/2024	APA000825	ELYSIAN ARTS & EVENTS	5/7-28 BEG BALLET	83.20
Vendor 03429 - ELYSIAN ARTS & EVENTS Total:				83.20
Vendor: 01565 - EMPIRE PIPE CLEANING & EQUIPMENT INC				
06/13/2024	APA000826	EMPIRE PIPE CLEANING & EQU..	5/31 ANNUAL SWR CLEANING/PW	29,741.31
Vendor 01565 - EMPIRE PIPE CLEANING & EQUIPMENT INC Total:				29,741.31
Vendor: 03961 - FACILITRON INC				
06/13/2024	APA000827	FACILITRON INC	6/10-8/1 POOL RNTL/REC	5,344.92
Vendor 03961 - FACILITRON INC Total:				5,344.92
Vendor: 01607 - FAITH FELLOWSHIP				
06/13/2024	APA000828	FAITH FELLOWSHIP	5/27 PAVILION DEPOSIT RFD	200.00
Vendor 01607 - FAITH FELLOWSHIP Total:				200.00
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
06/13/2024	APA000829	FEDERAL EXPRESS CORPORAT...	5/14 PRIORITY MAIL/PD	42.56
06/13/2024	APA000829	FEDERAL EXPRESS CORPORAT...	6/3 PRIORITY MAIL SUPPLIES/ADM	6.51
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				49.07
Vendor: 01615 - FERGUSON WATERWORKS				
06/13/2024	APA000830	FERGUSON WATERWORKS	4/24 NEPTUNE HOSTED SERVER/WTR	15,000.00
Vendor 01615 - FERGUSON WATERWORKS Total:				15,000.00
Vendor: 05071 - FLEETCOR TECHNOLOGIES INC - ARCO				
06/06/2024	DFT0008749	FLEETCOR TECHNOLOGIES INC...	6/3 GASOLINE/PD	419.19
06/06/2024	DFT0008749	FLEETCOR TECHNOLOGIES INC...	6/3 GASOLINE/PW	344.18
06/06/2024	DFT0008749	FLEETCOR TECHNOLOGIES INC...	6/3 GASOLINE/REC	63.78
06/06/2024	DFT0008749	FLEETCOR TECHNOLOGIES INC...	6/3 GASOLINE/WTR	179.56
Vendor 05071 - FLEETCOR TECHNOLOGIES INC - ARCO Total:				1,006.71

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Vendor: 01627 - FORENSIC NURSE SPECIALISTS INC				
06/13/2024	APA000831	FORENSIC NURSE SPECIALISTS	5/10 SART VICTIM EXAM/#24-05371	1,200.00
Vendor 01627 - FORENSIC NURSE SPECIALISTS INC Total:				1,200.00
Vendor: 01631 - FRANCHISE TAX BOARD				
06/13/2024	DFT0008764	FRANCHISE TAX BOARD	State Tax Withholding	9,882.75
Vendor 01631 - FRANCHISE TAX BOARD Total:				9,882.75
Vendor: 01649 - GALLS - QUARTERMASTER				
06/13/2024	APA000832	GALLS - QUARTERMASTER	5/16 (2)NAMEPLATES/PD	19.22
Vendor 01649 - GALLS - QUARTERMASTER Total:				19.22
Vendor: 01669 - GLOBALSTAR USA				
06/13/2024	APA000833	GLOBALSTAR USA	5/16 #254-241-0048&49/PD	173.70
Vendor 01669 - GLOBALSTAR USA Total:				173.70
Vendor: 01673 - GOLDEN METERS SERVICE				
06/13/2024	APA000834	GOLDEN METERS SERVICE	5/21 (20)SML MTR TESTING/WTR	2,900.00
Vendor 01673 - GOLDEN METERS SERVICE Total:				2,900.00
Vendor: 01674 - GOLDEN TOUCH TOWING				
06/13/2024	APA000835	GOLDEN TOUCH TOWING	4/9 TOWING FEE/CS#2405370	280.00
Vendor 01674 - GOLDEN TOUCH TOWING Total:				280.00
Vendor: 01679 - GOVERNMENTAL FINANCIAL SVCS				
06/13/2024	APA000836	GOVERNMENTAL FINANCIAL SVCS/ADM	MAY'24 ACCOUNTING SVCS/ADM	4,346.38
06/13/2024	APA000836	GOVERNMENTAL FINANCIAL SVCS/ADM	MAY'24 ACCOUNTING SVCS/ADM	2,765.88
06/13/2024	APA000836	GOVERNMENTAL FINANCIAL SVCS/FIN	MAY'24 ACCOUNTING SVCS/FIN	1,377.49
06/13/2024	APA000836	GOVERNMENTAL FINANCIAL SVCS/ADM	MAY'24 ACCOUNTING SVCS/ADM	790.25
Vendor 01679 - GOVERNMENTAL FINANCIAL SVCS Total:				9,280.00
Vendor: 01684 - GRAINGER				
06/13/2024	APA000837	GRAINGER	5/28 MAINT RPR MAT'L'S/WTR	1,201.20
06/13/2024	APA000837	GRAINGER	5/28 SUPPLIES/CY	218.00
Vendor 01684 - GRAINGER Total:				1,419.20
Vendor: 05587 - GREGORY ABELLANOSA				
06/13/2024	APA000813	GREGORY ABELLANOSA	12688 COLLAGE CRAFT RFD	32.00
06/13/2024	APA000813	GREGORY ABELLANOSA	12688 LESS CANCELLATION FEE	-11.00
Vendor 05587 - GREGORY ABELLANOSA Total:				21.00
Vendor: 02642 - HOME DEPOT				
06/13/2024	APA000838	HOME DEPOT	5/23 SUPPLIES/REC	24.18
06/13/2024	APA000838	HOME DEPOT	5/22 SUPPLIES/CP	46.30
06/13/2024	APA000838	HOME DEPOT	5/22 SUPPLIES/CP	43.10
06/13/2024	APA000838	HOME DEPOT	4/30 MAINT & RPR MAT'L'S/WTR	182.02
06/13/2024	APA000838	HOME DEPOT	5/6 MAINT & RPR MATL'S/CP	51.72
Vendor 02642 - HOME DEPOT Total:				347.32
Vendor: 01764 - INTERNAL REVENUE SERVICE				
06/13/2024	DFT0008763	INTERNAL REVENUE SERVICE	Federal Tax Withholding	25,518.05
06/13/2024	DFT0008765	INTERNAL REVENUE SERVICE	Medicare	6,658.68
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				32,176.73
Vendor: 03277 - JAMES ROCHE JR				
06/18/2024	2143	JAMES ROCHE JR	SPRING'24 TUITION REIMBURSEMENT/PD	600.00
Vendor 03277 - JAMES ROCHE JR Total:				600.00
Vendor: 05590 - JONNA POWELL				
06/13/2024	APA000851	JONNA POWELL	5/26 GAZEBO DEPOSIT RFD	100.00
Vendor 05590 - JONNA POWELL Total:				100.00

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Vendor: 05505 - JOSEPH L INDRAWAN				
06/13/2024	APA000840	JOSEPH L INDRAWAN	APR'24 PROF ENG SVCS/PW	1,812.50
Vendor 05505 - JOSEPH L INDRAWAN Total:				1,812.50
Vendor: 01938 - KEN GRODY FORD				
06/13/2024	APA000841	KEN GRODY FORD	5/31 REPL AXLE & STRUT/#746	795.73
Vendor 01938 - KEN GRODY FORD Total:				795.73
Vendor: 05589 - KRITSINA DULLINGER				
06/13/2024	APA000824	KRITSINA DULLINGER	5/26 PAVILION DEPOSIT RFD	100.00
Vendor 05589 - KRITSINA DULLINGER Total:				100.00
Vendor: 01975 - L P G E A				
06/13/2024	39568	L P G E A	LPGEA Dues Withheld	216.00
Vendor 01975 - L P G E A Total:				216.00
Vendor: 01976 - L P P E A				
06/13/2024	39569	L P P E A	LPPEA Dues Withheld	75.00
Vendor 01976 - L P P E A Total:				75.00
Vendor: 01988 - LA PALMA POLICE ASSN				
06/13/2024	39571	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,491.12
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,491.12
Vendor: 05166 - MAKAM MEDICAL CORPORATION				
06/13/2024	APA000843	MAKAM MEDICAL CORPORAT...	JUN'24 EMPL PHYS/(1)PD	175.00
Vendor 05166 - MAKAM MEDICAL CORPORATION Total:				175.00
Vendor: 02106 - MARISSA RABAJA				
06/13/2024	APA000855	MARISSA RABAJA	5/25 COMM CTR DEPOSIT RFD	300.00
Vendor 02106 - MARISSA RABAJA Total:				300.00
Vendor: 05072 - MASTERLUBE CYPRESS				
06/13/2024	APA000844	MASTERLUBE CYPRESS	5/28 OIL CHANGE/#746	99.81
Vendor 05072 - MASTERLUBE CYPRESS Total:				99.81
Vendor: 03125 - MAY SPENCE				
06/18/2024	2144	MAY SPENCE	6/2 VISION CLM	75.45
06/18/2024	2144	MAY SPENCE	6/2 VISION CLM	14.14
06/18/2024	2144	MAY SPENCE	6/2 VISION CLM	4.72
Vendor 03125 - MAY SPENCE Total:				94.31
Vendor: 05592 - MELISSA MEDELLIN				
06/13/2024	APA000846	MELISSA MEDELLIN	5/25 GAZEBO DEPOSIT RFD	100.00
Vendor 05592 - MELISSA MEDELLIN Total:				100.00
Vendor: 05164 - MICHAEL BALLIET CONSULTING LLC				
06/13/2024	APA000819	MICHAEL BALLIET CONSULTIN...	SB 1383 CONSULTANT SVCS#8	3,653.75
Vendor 05164 - MICHAEL BALLIET CONSULTING LLC Total:				3,653.75
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
06/13/2024	APA000810	MISSION SQUARE - PLAN 302...	Deferred Comp	1,173.08
06/13/2024	APA000810	MISSION SQUARE - PLAN 302...	Deferred Comp	2,294.23
06/13/2024	APA000810	MISSION SQUARE - PLAN 302...	Deferred Comp	3,178.30
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,645.61
Vendor: 05586 - NATALIA KORETSKY				
06/13/2024	APA000842	NATALIA KORETSKY	12704 CAMP TT RFD	40.00
06/13/2024	APA000842	NATALIA KORETSKY	12692 LESS CANCELLATION FEE	-11.00
06/13/2024	APA000842	NATALIA KORETSKY	12692 CAMP TT RFD	40.00
06/13/2024	APA000842	NATALIA KORETSKY	12694 CAMP TT RFD	40.00
06/13/2024	APA000842	NATALIA KORETSKY	12698 CAMP TT RFD	40.00
06/13/2024	APA000842	NATALIA KORETSKY	12700 CAMP TT RFD	40.00
06/13/2024	APA000842	NATALIA KORETSKY	12696 CAMP TT RFD	40.00
06/13/2024	APA000842	NATALIA KORETSKY	12706 CAMP TT RFD	40.00
06/13/2024	APA000842	NATALIA KORETSKY	12702 CAMP TT RFD	40.00
Vendor 05586 - NATALIA KORETSKY Total:				309.00

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Vendor: 02219 - NATIONAL READY MIXED CONCRETE SALES LLC				
06/13/2024	APA000847	NATIONAL READY MIXED CON...	5/28 LEAK RPR SUPPLIES/7671 CARBON	1,392.01
Vendor 02219 - NATIONAL READY MIXED CONCRETE SALES LLC Total:				1,392.01
Vendor: 03403 - NATIONAL TRAINING CONCEPTS INC				
06/18/2024	39575	NATIONAL TRAINING CONCEP...	8/8-9 LESS LETHAL INSTR TRNG/(2)PD	630.00
Vendor 03403 - NATIONAL TRAINING CONCEPTS INC Total:				630.00
Vendor: 05591 - NYLIA HUDSPETH				
06/13/2024	APA000839	NYLIA HUDSPETH	5/25 PAVILION DEPOSIT RFD	200.00
Vendor 05591 - NYLIA HUDSPETH Total:				200.00
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
06/13/2024	APA000848	OCCUPATIONAL HEALTH CEN...	5/28 EMPL PHYS/(1)PD-FT	975.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				975.00
Vendor: 02246 - O'REILLY AUTO PARTS OR FIRST CALL				
06/13/2024	APA000850	O'REILLY AUTO PARTS OR FIRS...	5/21 VEH MAINT SUPPLIES/PD	139.35
Vendor 02246 - O'REILLY AUTO PARTS OR FIRST CALL Total:				139.35
Vendor: 02279 - P E R S RETIREMENT				
06/13/2024	DFT0008750	P E R S RETIREMENT	CalPERS Employee Contribution	1,821.87
06/13/2024	DFT0008751	P E R S RETIREMENT	CalPERS Employer Contribution	3,632.36
06/13/2024	DFT0008752	P E R S RETIREMENT	CalPERS Employee Contribution	1,610.18
06/13/2024	DFT0008753	P E R S RETIREMENT	CalPERS Employer Contribution	2,323.26
06/13/2024	DFT0008754	P E R S RETIREMENT	CalPERS Employee Contribution	3,806.25
06/13/2024	DFT0008755	P E R S RETIREMENT	CalPERS Employer Contribution	3,771.87
06/13/2024	DFT0008756	P E R S RETIREMENT	CalPERS Employee Contribution	2,198.70
06/13/2024	DFT0008757	P E R S RETIREMENT	CalPERS Employer Contribution	7,106.72
06/13/2024	DFT0008758	P E R S RETIREMENT	CalPERS Employee Contribution	376.96
06/13/2024	DFT0008759	P E R S RETIREMENT	CalPERS Employer Contribution	968.79
06/13/2024	DFT0008760	P E R S RETIREMENT	CalPERS Employee Contribution	7,352.06
06/13/2024	DFT0008761	P E R S RETIREMENT	CalPERS Employer Contribution	7,208.14
06/13/2024	DFT0008762	P E R S RETIREMENT	Employee Survivor Contribution Amount	48.36
Vendor 02279 - P E R S RETIREMENT Total:				42,225.52
Vendor: 05585 - PREMIER CHEVROLET OF BUENA PARK				
06/05/2024	39567	PREMIER CHEVROLET OF BUE...	2024 CHEVR SILERADO 1500/#756	55,349.81
Vendor 05585 - PREMIER CHEVROLET OF BUENA PARK Total:				55,349.81
Vendor: 03090 - PREMIER MAIL MARKETING				
06/13/2024	APA000852	PREMIER MAIL MARKETING	2024 AWQR POSTAGE/WTR	1,270.72
Vendor 03090 - PREMIER MAIL MARKETING Total:				1,270.72
Vendor: 05512 - PREMO CONSTRUCTION INC				
06/13/2024	APA000853	PREMO CONSTRUCTION INC	LESS 5% RETENTION/23-BLDG-01	-311.44
06/13/2024	APA000853	PREMO CONSTRUCTION INC	CH RAILING & SIDEWALK IMPRV CO'S 1&2/23-BLDG-01	6,228.80
Vendor 05512 - PREMO CONSTRUCTION INC Total:				5,917.36
Vendor: 02343 - PRO FORCE LAW ENFORCEMENT				
06/13/2024	APA000854	PRO FORCE LAW ENFORCEME...	5/22 PATROL SUPPLIES/PD	313.62
Vendor 02343 - PRO FORCE LAW ENFORCEMENT Total:				313.62
Vendor: 02523 - SHERWIN-WILLIAMS				
06/13/2024	APA000856	SHERWIN-WILLIAMS	5/2 PAINT SUPPLIES/CP	244.00
Vendor 02523 - SHERWIN-WILLIAMS Total:				244.00

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Vendor: 02535 - SMART & FINAL				
06/13/2024	APA000857	SMART & FINAL	5/23 KITCHEN SUPPLIES/PD	131.74
06/13/2024	APA000857	SMART & FINAL	5/28 SUPPLIES/REC	76.25
06/13/2024	APA000857	SMART & FINAL	5/22 SUPPLIES/REC	13.99
06/13/2024	APA000857	SMART & FINAL	5/22 SUPPLIES/REC	52.31
Vendor 02535 - SMART & FINAL Total:				274.29
Vendor: 02640 - SO CAL GAS COMPANY				
06/18/2024	39572	SO CAL GAS COMPANY	5/31 8415 MEADOWLARK/BOOSTER	14.79
06/18/2024	39572	SO CAL GAS COMPANY	5/31 8441 MOODY/CY	37.35
06/18/2024	39572	SO CAL GAS COMPANY	5/31 7821 WALKER/REAR GEN	26.59
06/18/2024	39572	SO CAL GAS COMPANY	6/4 6800 WALKER/WW	50.00
Vendor 02640 - SO CAL GAS COMPANY Total:				128.73
Vendor: 02552 - SOUTH COAST AQMD				
06/13/2024	APA000858	SOUTH COAST AQMD	FY24/25 OPERATING FEE/ID#83558	541.04
06/13/2024	APA000858	SOUTH COAST AQMD	FY24/25 EMISSION FEE/ID#83558	165.96
Vendor 02552 - SOUTH COAST AQMD Total:				707.00
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	5/29 8415 MEADOWLARK/BSTR	11,194.09
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 LS-1/ALL NIGHT ADD'L LAMPS	49.82
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 LS-1/ALL NIGHT	14,000.08
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 LS-2/METERED	446.21
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 WALKER/91 FWY LAMPS	127.73
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 LS-2/8172 MOODY	18.20
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 LS-2 8231-1/2 WALKER	36.42
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 7711 MDY/ORGTHRPE SPRNKLR	34.82
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 6750 WALKER SPRINKLER	14.29
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 LP/COMSTOCK SPRINKLER	14.90
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 7711 FURMAN RD POLE	80.76
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 LAURELWOOD/SCE LAMPS	31.00
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 7792 WALKER/PD	5,458.85
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 7821 WALKER/CC&CP	2,858.36
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 7872-1/2 DENNI SPRINKLER	14.50
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 6800 WALKER/PUMP	7,361.62
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/3 BYRNE/WALKER LAMPS	113.29
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/10 5872 LA PALMA/MEDIAN	20.92
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/10 8172 MOODY/WINDSONG TC1	137.27
06/18/2024	39576	SOUTHERN CALIFORNIA EDIS...	6/10 7502 WALKER/HOUSTON TC1	77.66
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				42,090.79
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
06/13/2024	APA000859	STAPLES BUSINESS ADVANTA...	5/22 OFFICE SUPPLIES/PD	90.25
06/13/2024	APA000859	STAPLES BUSINESS ADVANTA...	5/22 OFFICE SUPPLIES/HR	63.84
06/13/2024	APA000859	STAPLES BUSINESS ADVANTA...	5/24 OFFICE SUPPLIES/PD	44.67
06/13/2024	APA000859	STAPLES BUSINESS ADVANTA...	5/29 PATROL SUPPLIES/PD	40.05
06/13/2024	APA000859	STAPLES BUSINESS ADVANTA...	6/4 OFFICE SUPPLIES/ADM	47.69
06/13/2024	APA000859	STAPLES BUSINESS ADVANTA...	6/4 KITCHEN SUPPLIES/CH	277.59
06/13/2024	APA000859	STAPLES BUSINESS ADVANTA...	6/6 OFFICE SUPPLIES/HR	110.73
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				674.82
Vendor: 02576 - STEP SAVER INC				
06/13/2024	APA000860	STEP SAVER INC	6/3 WTR TREATMENT SUPPLIES/CY	43.54

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06/13/2024	APA000860	STEP SAVER INC	6/3 WTR TREATMENT SUPPLIES/WW	130.63
Vendor 02576 - STEP SAVER INC Total:				174.17
Vendor: 01620 - STEVE A. FILARSKY ATTORNEY AT LAW				
06/13/2024	APA000861	STEVE A. FILARSKY ATTORNEY...	5/21-22 LABOR ATTY SVCS	360.00
Vendor 01620 - STEVE A. FILARSKY ATTORNEY AT LAW Total:				360.00
Vendor: 02590 - SUN BADGE COMPANY				
06/13/2024	APA000862	SUN BADGE COMPANY	(10)BADGES/PD VIP	1,239.83
Vendor 02590 - SUN BADGE COMPANY Total:				1,239.83
Vendor: 04233 - TRIPEPI SMITH AND ASSOCIATES INC				
06/13/2024	APA000863	TRIPEPI SMITH AND ASSOCIAT...	MAY'24 BALLOT MEASURE SVCS/CM	4,893.75
Vendor 04233 - TRIPEPI SMITH AND ASSOCIATES INC Total:				4,893.75
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
06/13/2024	APA000811	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	930.14
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				930.14
Vendor: 04984 - ULINE INC				
06/13/2024	APA000864	ULINE INC	6/3 PATROL SUPPLIES/PD	146.04
Vendor 04984 - ULINE INC Total:				146.04
Vendor: 02712 - UNDERGROUND SERVICE ALERT				
06/13/2024	APA000865	UNDERGROUND SERVICE ALE...	(59)DIG-ALERT NOTICES/PW	56.62
06/13/2024	APA000865	UNDERGROUND SERVICE ALE...	(59)DIG-ALERT NOTICES/PW	56.63
Vendor 02712 - UNDERGROUND SERVICE ALERT Total:				113.25
Vendor: 03123 - UNIFORM DEPOT INC				
06/13/2024	APA000866	UNIFORM DEPOT INC	5/21 UNIFORM/PD (NEW PSA)	409.20
Vendor 03123 - UNIFORM DEPOT INC Total:				409.20
Vendor: 05555 - UNISPEC CONSTRUCTION INC.				
06/13/2024	APA000867	UNISPEC CONSTRUCTION INC.	LESS 5% RETENTION/ST-371	-5,176.29
06/13/2024	APA000867	UNISPEC CONSTRUCTION INC.	MEDIAN ISLAND PROJ/ST-371	103,525.80
Vendor 05555 - UNISPEC CONSTRUCTION INC. Total:				98,349.51
Vendor: 02742 - VERIZON WIRELESS				
06/13/2024	APA000868	VERIZON WIRELESS	5/16 CELL PHONES/REC	29.66
06/13/2024	APA000868	VERIZON WIRELESS	5/16 MACHINE TO MACHINE	150.17
06/13/2024	APA000868	VERIZON WIRELESS	5/17-6/16 DATA ACCESS/WTR	140.14
06/13/2024	APA000868	VERIZON WIRELESS	5/17-6/16 SEDARU DATA PLAN/WTR	46.20
Vendor 02742 - VERIZON WIRELESS Total:				366.17
Vendor: 04196 - WECK LABORATORIES INC				
06/13/2024	APA000869	WECK LABORATORIES INC	5/20 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				200.00
Vendor: 03987 - WEX HEALTH INC				
06/13/2024	APA000870	WEX HEALTH INC	APR'24 FLEX ADM SVC	50.00
06/13/2024	APA000870	WEX HEALTH INC	MAY'24 FLEX ADM SVC	50.00
Vendor 03987 - WEX HEALTH INC Total:				100.00
Vendor: 05567 - WILD RIVERS WATERPARK IRVINE SPEC LLC				
06/18/2024	39577	WILD RIVERS WATERPARK IRV...	7/11 EXCURSION DEPOSIT/DC	2,921.00
Vendor 05567 - WILD RIVERS WATERPARK IRVINE SPEC LLC Total:				2,921.00
Vendor: 02782 - WON KOH				
06/18/2024	2142	WON KOH	3/27-29 ASSERT SUPERVISION TRNG/PD	90.54
Vendor 02782 - WON KOH Total:				90.54
Vendor: 02801 - YOUNG LEADERS OF ORANGE COUNTY				
06/13/2024	APA000871	YOUNG LEADERS OF ORANGE ...	5/18-25 MATH COMPETITION	130.00
Vendor 02801 - YOUNG LEADERS OF ORANGE COUNTY Total:				130.00
Grand Total:				419,123.73



City of La Palma

Warrant Register
By Vendor Name
Payable Dates 6/19/2024 - 7/2/2024

Approval

Reviewed by

Ryan Hallett

Ryan Hallett - Assistant City Manager

Conal McNamara

Conal McNamara - City Manager

Warrant Register

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01016 - A T & T MOBILITY				
07/02/2024	APA000875	A T & T MOBILITY	6/8 CELL PHONE SVC/PD CHIEF	45.03
07/02/2024	APA000875	A T & T MOBILITY	6/8 CELL PHONE SVC/PD SVC CAPT	45.03
07/02/2024	APA000875	A T & T MOBILITY	6/8 CELL PHONE SVC/PD SOCIAL MEDIA	45.03
07/02/2024	APA000875	A T & T MOBILITY	6/8 CELL PHONE SVC/PD OPS CAPT	50.06
07/02/2024	APA000875	A T & T MOBILITY	6/8 CELL PHONE SVC/PD DET	135.09
07/02/2024	APA000875	A T & T MOBILITY	6/8 MDC WIRELESS/PD	631.11
07/02/2024	APA000875	A T & T MOBILITY	6/8 CELL PHONE SVC/PM	45.03
Vendor 01016 - A T & T MOBILITY Total:				996.38
Vendor: 01015 - A T & T				
07/02/2024	APA000874	A T & T	4/20-5/19 800MHZ OCSD/PD	1,216.40
07/02/2024	APA000874	A T & T	5/25#826-6272 TELEMETRY/WTR	56.72
07/02/2024	APA000874	A T & T	6/1 #995-1569 WALKER ST SYNCH	29.12
07/02/2024	APA000874	A T & T	6/4#523-4309 EOC LINES/PD	222.08
07/02/2024	APA000874	A T & T	6/4#523-7351 FAX/PD	29.51
07/02/2024	APA000874	A T & T	6/13 #339/342-4813 T1/PD	155.55
07/02/2024	APA000874	A T & T	6/13#523-2193 T1/CH	359.50
07/02/2024	APA000874	A T & T	6/15#690-3922 RV PERMIT LINE	34.96
Vendor 01015 - A T & T Total:				2,103.84
Vendor: 01035 - ADAMSON INDUSTRIES				
07/02/2024	APA000876	ADAMSON INDUSTRIES	6/4 (3)MED GAS MASK/PD	3,360.06
Vendor 01035 - ADAMSON INDUSTRIES Total:				3,360.06
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
07/02/2024	APA000877	ADMIRAL PEST CONTROL INC	6/7 PEST CONTROL/WW	105.00
07/02/2024	APA000877	ADMIRAL PEST CONTROL INC	6/7 PEST CONTROL/CY	175.00
07/02/2024	APA000877	ADMIRAL PEST CONTROL INC	6/7 PEST CONTROL/5410 LA PALMA	53.00
07/02/2024	APA000877	ADMIRAL PEST CONTROL INC	6/7 PEST CONTROL/CH	164.00
07/02/2024	APA000877	ADMIRAL PEST CONTROL INC	6/7 PEST CONTROL/CP	152.00
07/02/2024	APA000877	ADMIRAL PEST CONTROL INC	6/7 GOPHER CONTROL/EROW	195.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				844.00
Vendor: 01042 - AETNA US HEALTHCARE				
07/02/2024	APA000878	AETNA US HEALTHCARE	JUL'24 DENTAL PREMIUM	4,945.20
Vendor 01042 - AETNA US HEALTHCARE Total:				4,945.20
Vendor: 01009 - AKAL CONSULTANTS				
07/02/2024	APA000879	AKAL CONSULTANTS	4/30 STREET MEDIAN PROJ/ST- 371	37,400.00
07/02/2024	APA000879	AKAL CONSULTANTS	5/31 STREET MEDIAN PROJ/ST- 371	58,200.00
Vendor 01009 - AKAL CONSULTANTS Total:				95,600.00
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
07/02/2024	APA000880	ALL CITY MANAGEMENT SVC I...	5/26-6/8 CROSSING GUARD SVC/PD	1,910.16
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				1,910.16
Vendor: 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE				
07/02/2024	APA000881	AMERICAN TIRE DEPOT - BIG ...	6/12 RPL FRNT TIRE SENSORS/#739	256.85
07/02/2024	APA000881	AMERICAN TIRE DEPOT - BIG ...	6/12 RPL REAR TIRE SENSORS/#739	246.07
Vendor 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE Total:				502.92
Vendor: 01110 - ANEESA MOTALA				
07/02/2024	APA000923	ANEESA MOTALA	6/16 GAZEBO DEPOSIT RFD	100.00
Vendor 01110 - ANEESA MOTALA Total:				100.00

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Vendor: 01168 - B & K ELECTRIC WHOLESALE				
07/02/2024	APA000882	B & K ELECTRIC WHOLESALE	6/11 (30)LIGHT BULBS/PW	142.02
Vendor 01168 - B & K ELECTRIC WHOLESALE Total:				142.02
Vendor: 05599 - BRENDA CARRUTH				
07/02/2024	APA000885	BRENDA CARRUTH	6/15 PAVILION DEPOSIT RFD	200.00
Vendor 05599 - BRENDA CARRUTH Total:				200.00
Vendor: 01241 - BUENA PARK POSTMASTER				
07/02/2024	39584	BUENA PARK POSTMASTER	BULK MAIL PERMIT #49/REC	10,000.00
Vendor 01241 - BUENA PARK POSTMASTER Total:				10,000.00
Vendor: 05176 - BUREAU VERITAS NORTH AMERICA INC				
07/02/2024	APA000884	BUREAU VERITAS NORTH AM...	MAY'24 PERMIT TECH SVCS/BSD	5,950.00
07/02/2024	APA000884	BUREAU VERITAS NORTH AM...	MAY'24 PLAN CK SVCS/BSD	2,931.26
07/02/2024	APA000884	BUREAU VERITAS NORTH AM...	MAY'24 BLDG OFF SVCS/BSD	2,240.00
07/02/2024	APA000884	BUREAU VERITAS NORTH AM...	MAY'24 SOLAR PLAN CK SVCS/BSD	150.00
07/02/2024	APA000884	BUREAU VERITAS NORTH AM...	MAY'24 BLDG INSP SVCS/BSD	7,647.50
07/02/2024	APA000884	BUREAU VERITAS NORTH AM...	MAY'24 BLDG INSP MLGE/BSD	364.48
Vendor 05176 - BUREAU VERITAS NORTH AMERICA INC Total:				19,283.24
Vendor: 04653 - CARMi DELGADO				
07/02/2024	APA000893	CARMi DELGADO	6/9 GAZEBO DEPOSIT RFD	100.00
Vendor 04653 - CARMi DELGADO Total:				100.00
Vendor: 05598 - CAROL MATSUNE				
07/02/2024	APA000919	CAROL MATSUNE	6/8 COMM CTR DEPOSIT RFD	300.00
Vendor 05598 - CAROL MATSUNE Total:				300.00
Vendor: 05081 - CATHERINE ROCHA VELEZ				
07/02/2024	APA000932	CATHERINE ROCHA VELEZ	5/9-6/6 ZUMBA	87.75
Vendor 05081 - CATHERINE ROCHA VELEZ Total:				87.75
Vendor: 02669 - CHARTER COMMUNICATIONS				
07/02/2024	APA000887	CHARTER COMMUNICATIONS	6/11-7/10 INTERNET SVC/CH	853.09
07/02/2024	APA000887	CHARTER COMMUNICATIONS	6/11-7/10 INTERNET SVC/CY	365.61
07/02/2024	APA000887	CHARTER COMMUNICATIONS	6/11-7/10 INTERNET SVC/CY	436.16
Vendor 02669 - CHARTER COMMUNICATIONS Total:				1,654.86
Vendor: 05456 - CHARTER COMMUNICATIONS				
07/02/2024	APA000886	CHARTER COMMUNICATIONS	6/14-7/13 INTERNET SVC/WW	719.00
Vendor 05456 - CHARTER COMMUNICATIONS Total:				719.00
Vendor: 01338 - CINDY JAMES				
07/02/2024	APA000907	CINDY JAMES	6/15 COMM CNT DEPOSIT RFD	300.00
Vendor 01338 - CINDY JAMES Total:				300.00
Vendor: 03604 - CINTAS CORPORATION				
07/02/2024	APA000888	CINTAS CORPORATION	6/6 UNIFORM SVC/PW	37.54
07/02/2024	APA000888	CINTAS CORPORATION	6/6 UNIFORM SVC/PW	37.54
07/02/2024	APA000888	CINTAS CORPORATION	6/6 UNIFORM SVC/PW	41.43
Vendor 03604 - CINTAS CORPORATION Total:				116.51
Vendor: 03283 - CITY NATIONAL BANK				
06/20/2024	DFT0008766	CITY NATIONAL BANK	5/2 SUPPLIES/PD	44.18
06/20/2024	DFT0008767	CITY NATIONAL BANK	5/2 SUPPLIES/PD	245.93
06/20/2024	DFT0008768	CITY NATIONAL BANK	8/26-8/30 FIREARMS INSTRUCTOR COURSE/PD	680.83
06/20/2024	DFT0008769	CITY NATIONAL BANK	5/13 REPL WINDSHLD/#752	178.68
06/20/2024	DFT0008770	CITY NATIONAL BANK	5/13 DSPTCH HEADSET/PD	558.75
06/20/2024	DFT0008771	CITY NATIONAL BANK	5/17 MTG SUPPLIES/PD	79.96
06/20/2024	DFT0008772	CITY NATIONAL BANK	5/21 VEH MAINT SUPPLIES/PD	26.26
06/20/2024	DFT0008773	CITY NATIONAL BANK	9/23-9/24 LEADERSHIP & ACCOUNTABILITY/PD	250.00
06/20/2024	DFT0008774	CITY NATIONAL BANK	5/21 SUPPLIES/PD	16.14
06/20/2024	DFT0008775	CITY NATIONAL BANK	5/22 SUPPLIES/PD	197.82

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06/20/2024	DFT0008776	CITY NATIONAL BANK	9/23-9/24 LEADERSHIP & ACCOUNTABILITY/PD	250.00
06/20/2024	DFT0008777	CITY NATIONAL BANK	5/29 PATROL SUPPLIES/PD	22.44
06/20/2024	DFT0008778	CITY NATIONAL BANK	5/29 COMMAND MTG SUPPLIES/PD	260.79
06/20/2024	DFT0008779	CITY NATIONAL BANK	8/8 RELEASING & REDACTING LE RECORDS TRNG/PD	179.00
06/20/2024	DFT0008779	CITY NATIONAL BANK	8/22 PUBLIC RECORDS ACT TRNG/PD	279.00
06/20/2024	DFT0008779	CITY NATIONAL BANK	7/11 CRIM LAW VS NIBRS TRNG/PD	279.00
06/20/2024	DFT0008780	CITY NATIONAL BANK	5/23 MMASC WOMEN'S LDRSHP SUMMIT/PM	150.00
06/20/2024	DFT0008781	CITY NATIONAL BANK	5/9 MTG SUPPLIES/CD	21.59
06/20/2024	DFT0008782	CITY NATIONAL BANK	5/14 ICMA DUES/PM	200.00
06/20/2024	DFT0008783	CITY NATIONAL BANK	6/5 CAL-ICMA NETWORKING CONF/PM	80.00
06/20/2024	DFT0008784	CITY NATIONAL BANK	5/13 UTIL MAINT SUPV AD/HR	200.00
06/20/2024	DFT0008785	CITY NATIONAL BANK	6/5-7 ICMA LGR CONF/PM	450.00
06/20/2024	DFT0008786	CITY NATIONAL BANK	6/5-7 ICMA LGR CONF/ACM	450.00
06/20/2024	DFT0008787	CITY NATIONAL BANK	5/28 ENGR PROJ ADM AD/HR	375.00
06/20/2024	DFT0008788	CITY NATIONAL BANK	5/29 WTR SVC WRKR AD/HR	200.00
06/20/2024	DFT0008789	CITY NATIONAL BANK	5/22 CANVA DESIGN SFTWR/MEM DAY	126.00
06/20/2024	DFT0008790	CITY NATIONAL BANK	5/8 HDMI ADAPTER/IT	8.68
06/20/2024	DFT0008791	CITY NATIONAL BANK	5/7 PRINTER CABLE/IT	12.10
06/20/2024	DFT0008792	CITY NATIONAL BANK	FY23/24 AVTECH IT RM TEMP ALERT SUBSCRPT/IT	449.95
06/20/2024	DFT0008793	CITY NATIONAL BANK	5/17 GRAD EQUIP RNTL/TT	300.00
06/20/2024	DFT0008794	CITY NATIONAL BANK	5/7 CWEA CERT RNWL/MAINT LEAD	221.00
06/20/2024	DFT0008795	CITY NATIONAL BANK	5/9 MEMORIAL ENGRAVING/CAB	137.71
06/20/2024	DFT0008796	CITY NATIONAL BANK	7/17 CWEA SARBS CONF/CSD	60.00
06/20/2024	DFT0008797	CITY NATIONAL BANK	6/13 EXCURSION/DC	3,600.00
06/20/2024	DFT0008798	CITY NATIONAL BANK	5/22 MTG SUPPLIES/PW	93.94
06/20/2024	DFT0008799	CITY NATIONAL BANK	5/22 MTG SUPPLIES/VOL RECOG	119.90
06/20/2024	DFT0008800	CITY NATIONAL BANK	5/13 SUPPLIES/FON	2,428.39
06/20/2024	DFT0008801	CITY NATIONAL BANK	5/22 SUPPLIES/VOL RECOG	106.25
06/20/2024	DFT0008802	CITY NATIONAL BANK	5/22 SUPPLIES/DC	147.54
06/20/2024	DFT0008803	CITY NATIONAL BANK	JUN'24 KORE TELEMATICS SVC/WW	514.25
06/20/2024	DFT0008804	CITY NATIONAL BANK	5/7 MTG SUPPLIES/GG	109.55
06/20/2024	DFT0008805	CITY NATIONAL BANK	5/2-3 SCAG GEN ASSY HOTEL CREDIT/CCMBR	-177.10
06/20/2024	DFT0008806	CITY NATIONAL BANK	6/12 CERRITOS SOTC/CCMBR	60.00
06/20/2024	DFT0008807	CITY NATIONAL BANK	5/21 NOTARY SUPPLIES/GG	38.84
06/20/2024	DFT0008808	CITY NATIONAL BANK	5/21 ELECTION SUPPLIES/GG	42.36
06/20/2024	DFT0008809	CITY NATIONAL BANK	5/22 EMBROIDERED SHIRT/CCMBR	167.01
06/20/2024	DFT0008810	CITY NATIONAL BANK	6/12 CERRITOS SOTC/MYR	60.00
06/20/2024	DFT0008811	CITY NATIONAL BANK	6/12 CERRITOS SOTC/CCMBR	60.00
06/20/2024	DFT0008812	CITY NATIONAL BANK	5/29 LEGAL AD/DCC PHN CELL TOWER	1,057.28
06/20/2024	DFT0008813	CITY NATIONAL BANK	5/30 OCCMA MTG /CM-JS	65.00
06/20/2024	DFT0008814	CITY NATIONAL BANK	10/16-18 LOCC CONF/MYR	650.00
06/20/2024	DFT0008815	CITY NATIONAL BANK	10/16-18 LOCC CONF/CCMBR	650.00
06/20/2024	DFT0008816	CITY NATIONAL BANK	10/16-18 LOCC CONF/CCMBR	650.00
06/20/2024	DFT0008817	CITY NATIONAL BANK	10/16-18 LOCC CONF/CM	650.00
Vendor 03283 - CITY NATIONAL BANK Total:				18,084.02

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Vendor: 01345 - CITY OF BUENA PARK				
07/02/2024	APA000883	CITY OF BUENA PARK	JAN'24-MAR'24 FIRING RANGE/PD	150.00
Vendor 01345 - CITY OF BUENA PARK Total:				150.00
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
06/27/2024	39581	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	98.07
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				98.07
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	5/30 SUPPLIES/TEENS	69.41
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	5/30 SUPPLIES/TEENS	28.65
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	5/31 SUPPLIES/TEENS	26.00
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	5/31 SUPPLIES/TEENS	8.61
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	5/31 SUPPLIES/TEENS	28.41
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	6/3 SUPPLIES/DC	103.63
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	6/6 SUPPLIES/TEENS	48.79
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	6/10 SUPPLIES/DC	20.20
07/02/2024	39585	CITY OF LA PALMA PETTY CASH	6/11 SUPPLIES/TT	23.57
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				357.27
Vendor: 01371 - CLASSICS IN FLOWERS				
07/02/2024	APA000889	CLASSICS IN FLOWERS	5/27 MEMORIAL DAY FLOWERS/CAB	344.80
Vendor 01371 - CLASSICS IN FLOWERS Total:				344.80
Vendor: 04769 - CONAL MCNAMARA				
07/02/2024	2148	CONAL MCNAMARA	JAN-MAR'24 WELLNESS REIMB/CM	206.55
Vendor 04769 - CONAL MCNAMARA Total:				206.55
Vendor: 04385 - CONTROL AIR ENTERPRISES LLC				
07/02/2024	APA000890	CONTROL AIR ENTERPRISES LLC	6/11 QTRLY PM SVC/CY	266.00
07/02/2024	APA000890	CONTROL AIR ENTERPRISES LLC	6/12 QTRLY PM SVC/PD	1,340.00
07/02/2024	APA000890	CONTROL AIR ENTERPRISES LLC	6/13 REPL THERMOSTAT/CC	1,028.00
07/02/2024	APA000890	CONTROL AIR ENTERPRISES LLC	6/14 QTRLY PM SVC/CH	2,695.00
Vendor 04385 - CONTROL AIR ENTERPRISES LLC Total:				5,329.00
Vendor: 01395 - COUNTY OF ORANGE				
07/02/2024	APA000927	COUNTY OF ORANGE	6/4 (500) PRE-BOOKING FORMS/PD	67.15
07/02/2024	APA000927	COUNTY OF ORANGE	JUN'24 OCATS/CLETS PHONE SVC/PD	1,104.51
07/02/2024	APA000927	COUNTY OF ORANGE	JUN'24 AFIS FEE/PD	556.00
Vendor 01395 - COUNTY OF ORANGE Total:				1,727.66
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
07/02/2024	APA000892	CROSSTOWN ELECTRICAL & D...	MAY'24 SIGNAL RPR/PW	4,645.10
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				4,645.10
Vendor: 02815 - DANITA HERNANDEZ				
07/02/2024	2147	DANITA HERNANDEZ	SPRING'24 TEXT REIMBURSEMENT/PD	90.84
07/02/2024	2147	DANITA HERNANDEZ	SPRING'24 TUITION REIMBURSEMENT/PD	1,101.80
Vendor 02815 - DANITA HERNANDEZ Total:				1,192.64
Vendor: 01453 - DAVID MORGAN				
07/02/2024	2149	DAVID MORGAN	6/21 VISION CLM	75.00
07/02/2024	2149	DAVID MORGAN	6/21 VISION CLM	195.00
07/02/2024	2149	DAVID MORGAN	6/21 VISION CLM	30.00
Vendor 01453 - DAVID MORGAN Total:				300.00
Vendor: 04768 - DEBORAH BAKER				
07/02/2024	2145	DEBORAH BAKER	9/19-22	320.33
Vendor 04768 - DEBORAH BAKER Total:				320.33

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Vendor: 01472 - DEPT OF JUSTICE				
07/02/2024	APA000908	DEPT OF JUSTICE	MAY'24 FINGERPRINT/PT PD	32.00
07/02/2024	APA000908	DEPT OF JUSTICE	MAY'24 FINGERPRINT/PD VIP	32.00
07/02/2024	APA000908	DEPT OF JUSTICE	MAY'24 FINGERPRINT/(2)PT REC	64.00
07/02/2024	APA000908	DEPT OF JUSTICE	MAY'24 FINGERPRINT/RE...	32.00
07/02/2024	APA000908	DEPT OF JUSTICE	MAY'24 FINGERPRINT/(17) VOLUTEENS	544.00
Vendor 01472 - DEPT OF JUSTICE Total:				704.00
Vendor: 03663 - DIANA MITRY				
07/02/2024	APA000921	DIANA MITRY	6/2 GAZEBO DEPOSIT RFD	100.00
Vendor 03663 - DIANA MITRY Total:				100.00
Vendor: 01568 - ENTENMANN-ROVIN CO				
07/02/2024	APA000895	ENTENMANN-ROVIN CO	'24 EMPL SVC AWARD PINS	496.39
Vendor 01568 - ENTENMANN-ROVIN CO Total:				496.39
Vendor: 04787 - ENTERPRISE FM TRUST				
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 LEASE PMT/LP-62	1,220.47
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 LEASE PMT/LP-56	814.61
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 LEASE PMT/LP-58	679.38
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 LEASE PMT/LP-57	672.79
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 LEASE PMT/LP-60	658.26
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 MAINT MGMT/PW&WTR	84.00
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 LEASE PMT/LP-63	1,383.69
07/02/2024	APA000896	ENTERPRISE FM TRUST	JUN'24 LEASE PMT/LP-61	1,234.83
Vendor 04787 - ENTERPRISE FM TRUST Total:				6,748.03
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
07/02/2024	APA000897	FEDERAL EXPRESS CORPORAT...	6/3 PRIORITY MAIL/ADM	24.56
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				24.56
Vendor: 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING				
06/20/2024	DFT0008818	FLEETCOR TECHNOLOGIES INC...	6/15 GASOLINE/PD	454.86
06/20/2024	DFT0008818	FLEETCOR TECHNOLOGIES INC...	6/15 GASOLINE/PW	351.91
06/20/2024	DFT0008818	FLEETCOR TECHNOLOGIES INC...	6/15 VOLUME DISCOUNT	-5.13
Vendor 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING Total:				801.64
Vendor: 01631 - FRANCHISE TAX BOARD				
06/27/2024	DFT0008824	FRANCHISE TAX BOARD	State Tax Withholding	81.07
06/27/2024	DFT0008830	FRANCHISE TAX BOARD	State Tax Withholding	57.75
06/27/2024	DFT0008847	FRANCHISE TAX BOARD	State Tax Withholding	13,795.44
06/28/2024	DFT0008853	FRANCHISE TAX BOARD	State Tax Withholding	4.22
Vendor 01631 - FRANCHISE TAX BOARD Total:				13,938.48
Vendor: 01632 - FRANCISCA MONROY				
07/02/2024	APA000922	FRANCISCA MONROY	6/15 GAZEBO DEPOSIT RFD	100.00
Vendor 01632 - FRANCISCA MONROY Total:				100.00
Vendor: 05601 - GABRIELA FUNES				
07/02/2024	2146	GABRIELA FUNES	6/18-21 CRIME INV TRNG/PD	85.92
Vendor 05601 - GABRIELA FUNES Total:				85.92
Vendor: 01649 - GALLS - QUARTERMASTER				
07/02/2024	APA000898	GALLS - QUARTERMASTER	6/6 CONCEALABLE VEST/PD	975.63
Vendor 01649 - GALLS - QUARTERMASTER Total:				975.63
Vendor: 01669 - GLOBALSTAR USA				
07/02/2024	APA000899	GLOBALSTAR USA	6/16 #254-241-0048&49/PD	173.70
Vendor 01669 - GLOBALSTAR USA Total:				173.70
Vendor: 01709 - HARTZOG & CRABILL INC				
07/02/2024	APA000901	HARTZOG & CRABILL INC	MAY'24 TRAFFIC ENG SVC/PW	2,265.00
07/02/2024	APA000901	HARTZOG & CRABILL INC	6/5 SPEED LIMIT SURVEY/PD	1,000.00
07/02/2024	APA000901	HARTZOG & CRABILL INC	APR'24 TRAFFIC ENG SVC/PW	1,235.00
Vendor 01709 - HARTZOG & CRABILL INC Total:				4,500.00

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Vendor: 05303 - HEALTH AND HUMAN RESOURCES CENTER INC				
07/02/2024	APA000902	HEALTH AND HUMAN RESOU...	JUL	129.60
Vendor 05303 - HEALTH AND HUMAN RESOURCES CENTER INC Total:				129.60
Vendor: 02642 - HOME DEPOT				
07/02/2024	APA000903	HOME DEPOT	6/4 TOOLS/WTR	75.38
07/02/2024	APA000903	HOME DEPOT	6/5 SUPPLIES/WTR	156.11
07/02/2024	APA000903	HOME DEPOT	6/12 SUPPLIES/REC	79.89
07/02/2024	APA000903	HOME DEPOT	6/6 JANITORIAL SUPPLIES/PW	68.85
Vendor 02642 - HOME DEPOT Total:				380.23
Vendor: 04363 - INNOVATIVE LOCK SERVICES				
07/02/2024	APA000904	INNOVATIVE LOCK SERVICES	6/5 MAINT & RPR/CC	195.00
Vendor 04363 - INNOVATIVE LOCK SERVICES Total:				195.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
06/27/2024	DFT0008823	INTERNAL REVENUE SERVICE	Federal Tax Withholding	190.21
06/27/2024	DFT0008825	INTERNAL REVENUE SERVICE	Medicare	24.94
06/27/2024	DFT0008829	INTERNAL REVENUE SERVICE	Federal Tax Withholding	124.20
06/27/2024	DFT0008831	INTERNAL REVENUE SERVICE	Medicare	17.76
06/27/2024	DFT0008846	INTERNAL REVENUE SERVICE	Federal Tax Withholding	36,344.01
06/27/2024	DFT0008848	INTERNAL REVENUE SERVICE	Medicare	8,484.10
06/28/2024	DFT0008852	INTERNAL REVENUE SERVICE	Federal Tax Withholding	7.66
06/28/2024	DFT0008854	INTERNAL REVENUE SERVICE	Medicare	2.00
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				45,194.88
Vendor: 01775 - IRON MOUNTAIN				
07/02/2024	APA000905	IRON MOUNTAIN	JUN'24 RECORDS STORAGE	300.17
Vendor 01775 - IRON MOUNTAIN Total:				300.17
Vendor: 01801 - J H M SUPPLY INC				
07/02/2024	APA000906	J H M SUPPLY INC	6/5 SUPPLIES/WTR	310.82
07/02/2024	APA000906	J H M SUPPLY INC	6/6 IRRIGATION SUPPLIES/LP AVE	53.61
07/02/2024	APA000906	J H M SUPPLY INC	6/6 IRRIGATION SUPPLIES/EROW	548.96
07/02/2024	APA000906	J H M SUPPLY INC	6/11 SUPPLIES/WTR	433.23
Vendor 01801 - J H M SUPPLY INC Total:				1,346.62
Vendor: 03277 - JAMES ROCHE JR				
07/02/2024	2150	JAMES ROCHE JR	SPRING'24 TUITION REIMBURSEMENT/PD	575.00
Vendor 03277 - JAMES ROCHE JR Total:				575.00
Vendor: 05596 - JEREMY GROSS				
07/02/2024	APA000900	JEREMY GROSS	06/01 PAVILION DEPOSIT RFD	200.00
Vendor 05596 - JEREMY GROSS Total:				200.00
Vendor: 01932 - KATHY PHELPS				
07/02/2024	APA000931	KATHY PHELPS	4/8-6/15 AEROBICS FULL QTR	206.70
07/02/2024	APA000931	KATHY PHELPS	4/8-6/12 AEROBICS	631.80
07/02/2024	APA000931	KATHY PHELPS	4/8-6/15 AEROBICS PASS 1	117.00
07/02/2024	APA000931	KATHY PHELPS	4/8-6/15 AEROBICS PASS 2	78.00
Vendor 01932 - KATHY PHELPS Total:				1,033.50
Vendor: 01956 - KNOTT'S BERRY FARM				
06/20/2024	39578	KNOTT'S BERRY FARM	7/13 EXCURSION/DC	4,430.00
Vendor 01956 - KNOTT'S BERRY FARM Total:				4,430.00
Vendor: 01957 - KONICA MINOLTA BUSINESS				
07/02/2024	APA000909	KONICA MINOLTA BUSINESS	MAR-MAY'24 FLEET AGGREGATE BASE	1,135.73
Vendor 01957 - KONICA MINOLTA BUSINESS Total:				1,135.73
Vendor: 01959 - KONICA MINOLTA PREMIER				
07/02/2024	APA000910	KONICA MINOLTA PREMIER	6/15-7/14 COPIER RENTAL/CH,PD,REC	598.50
Vendor 01959 - KONICA MINOLTA PREMIER Total:				598.50

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Vendor: 01973 - L A U S D-PERSONNEL COMMISSION				
07/02/2024	APA000911	L A U S D-PERSONNEL COMMI...	5/29 BILINGUAL TEST/(1)ADM	90.00
07/02/2024	APA000911	L A U S D-PERSONNEL COMMI...	6/4 BILINGUAL TEST/(1)PD	90.00
Vendor 01973 - L A U S D-PERSONNEL COMMISSION Total:				180.00
Vendor: 01975 - L P G E A				
06/27/2024	39579	L P G E A	LPGEA Dues Withheld	198.00
Vendor 01975 - L P G E A Total:				198.00
Vendor: 01976 - L P P E A				
06/27/2024	39580	L P P E A	LPPEA Dues Withheld	75.00
Vendor 01976 - L P P E A Total:				75.00
Vendor: 01980 - LA PALMA CAR WASH				
07/02/2024	APA000912	LA PALMA CAR WASH	5/6-5/31 CAR WASH/PD	678.00
Vendor 01980 - LA PALMA CAR WASH Total:				678.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL				
07/02/2024	APA000913	LA PALMA INTERCOMMUNITY...	MAY '24 MEALS ON WHEELS	541.75
Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:				541.75
Vendor: 01988 - LA PALMA POLICE ASSN				
06/27/2024	39582	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,491.12
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,491.12
Vendor: 04940 - LYSANDER LANUZA				
07/02/2024	APA000915	LYSANDER LANUZA	6/2 PAVILION DEPOSIT RFD	200.00
Vendor 04940 - LYSANDER LANUZA Total:				200.00
Vendor: 04380 - MANHATTAN STITCHING				
07/02/2024	APA000916	MANHATTAN STITCHING	5/28 (103)T-SHIRTS/VOLUNTEENS	852.30
Vendor 04380 - MANHATTAN STITCHING Total:				852.30
Vendor: 04281 - MARIA EDGE				
07/02/2024	APA000894	MARIA EDGE	6/9 PAVILION DEPOSIT RFD	200.00
Vendor 04281 - MARIA EDGE Total:				200.00
Vendor: 05298 - MARINA GRAPHIC CENTER INC				
07/02/2024	APA000917	MARINA GRAPHIC CENTER INC	(10)COUNCIL CALENDARS/GG	585.08
Vendor 05298 - MARINA GRAPHIC CENTER INC Total:				585.08
Vendor: 05072 - MASTERLUBE CYPRESS				
07/02/2024	APA000918	MASTERLUBE CYPRESS	6/5 OIL CHANGE/#749	107.08
07/02/2024	APA000918	MASTERLUBE CYPRESS	6/5 OIL CHANGE/#739	60.32
07/02/2024	APA000918	MASTERLUBE CYPRESS	6/11 OIL CHANGE/#751	99.81
07/02/2024	APA000918	MASTERLUBE CYPRESS	6/11 OIL CHANGE/#752	107.08
Vendor 05072 - MASTERLUBE CYPRESS Total:				374.29
Vendor: 03125 - MAY SPENCE				
07/02/2024	2151	MAY SPENCE	6/12 VISION CLM	91.99
07/02/2024	2151	MAY SPENCE	6/12 VISION CLM	17.25
07/02/2024	2151	MAY SPENCE	6/12 VISION CLM	5.75
07/02/2024	2151	MAY SPENCE	6/24 VISION CLM	103.98
07/02/2024	2151	MAY SPENCE	6/24 VISION CLM	19.50
07/02/2024	2151	MAY SPENCE	6/24 VISION CLM	6.50
Vendor 03125 - MAY SPENCE Total:				244.97
Vendor: 02150 - MICHAEL LAGMAY				
07/02/2024	APA000914	MICHAEL LAGMAY	6/8 PAVILION DEPOSIT RFD	100.00
Vendor 02150 - MICHAEL LAGMAY Total:				100.00
Vendor: 02183 - MINUTEMAN PRESS				
07/02/2024	APA000920	MINUTEMAN PRESS	4/23 (300)BOOKLETS/FON	104.00
07/02/2024	APA000920	MINUTEMAN PRESS	4/23 (300)BOOKLETS/FON	236.14
07/02/2024	APA000920	MINUTEMAN PRESS	(2655)WATER BILLING INSERTS/REC	297.81
Vendor 02183 - MINUTEMAN PRESS Total:				637.95

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Vendor: 01752 - MISSION SQUARE - PLAN 302549				
06/27/2024	APA000872	MISSION SQUARE - PLAN 302...	Deferred Comp	1,173.08
06/27/2024	APA000872	MISSION SQUARE - PLAN 302...	Deferred Comp	2,294.23
06/27/2024	APA000872	MISSION SQUARE - PLAN 302...	Deferred Comp	3,178.30
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,645.61
Vendor: 02201 - MUNICIPAL WATER DISTRICT OF				
07/02/2024	39586	MUNICIPAL WATER DISTRICT ...	MAY'24 CAPACITY CHARGE/WTR	1,084.56
07/02/2024	39586	MUNICIPAL WATER DISTRICT ...	MAY'24 WTR RTS CHARGE	500.72
Vendor 02201 - MUNICIPAL WATER DISTRICT OF Total:				1,585.28
Vendor: 02203 - MYERS STEVENS & TOOHEY & CO INC				
07/02/2024	APA000924	MYERS STEVENS & TOOHEY &...	JUL'24 LTD/PD	752.70
Vendor 02203 - MYERS STEVENS & TOOHEY & CO INC Total:				752.70
Vendor: 02259 - ORANGE COUNTY CITY MANAGER ASSN				
07/02/2024	APA000925	ORANGE COUNTY CITY MANA...	FY24/25 OCCMA DUES/CM,ACM,DCM	2,015.00
Vendor 02259 - ORANGE COUNTY CITY MANAGER ASSN Total:				2,015.00
Vendor: 02262 - ORANGE COUNTY HUMAN RELATIONS				
07/02/2024	APA000926	ORANGE COUNTY HUMAN RE...	FY24/25 OC HUMAN REL DUES	3,264.00
Vendor 02262 - ORANGE COUNTY HUMAN RELATIONS Total:				3,264.00
Vendor: 02263 - ORANGE COUNTY LAW ENFORCEMENT				
07/02/2024	39587	ORANGE COUNTY LAW ENFO...	7/24-28 BASIC EXPLORER ACADEMY/(5)PD	1,500.00
Vendor 02263 - ORANGE COUNTY LAW ENFORCEMENT Total:				1,500.00
Vendor: 02246 - O'REILLY AUTO PARTS OR FIRST CALL				
07/02/2024	APA000928	O'REILLY AUTO PARTS OR FIRS...	6/18 VEH MAINT SUPPLIES/PD	13.73
Vendor 02246 - O'REILLY AUTO PARTS OR FIRST CALL Total:				13.73
Vendor: 02277 - P A R S				
07/02/2024	APA000929	P A R S	APR'24 PARS ADM SVCS	398.43
Vendor 02277 - P A R S Total:				398.43
Vendor: 02280 - P E R S - MEDICAL				
07/02/2024	DFT0008832	P E R S - MEDICAL	JUL'24 HEALTH PREMIUM ADM FEE/FT	151.12
07/02/2024	DFT0008832	P E R S - MEDICAL	JUL'24 HEALTH PREMIUM ADM FEE/RET	75.69
07/02/2024	DFT0008832	P E R S - MEDICAL	JUL'24 HEALTH PLAN PREMIUM/RET	11,242.42
07/02/2024	DFT0008832	P E R S - MEDICAL	JUL'24 HEALTH PLAN PREMIUM/FT	47,225.47
Vendor 02280 - P E R S - MEDICAL Total:				58,694.70
Vendor: 02279 - P E R S RETIREMENT				
06/27/2024	DFT0008820	P E R S RETIREMENT	CalPERS Employee Contribution	66.60
06/27/2024	DFT0008821	P E R S RETIREMENT	CalPERS Employer Contribution	66.00
06/27/2024	DFT0008826	P E R S RETIREMENT	CalPERS Employee Contribution	47.43
06/27/2024	DFT0008827	P E R S RETIREMENT	CalPERS Employer Contribution	46.99
06/27/2024	DFT0008833	P E R S RETIREMENT	CalPERS Employee Contribution	1,821.87
06/27/2024	DFT0008834	P E R S RETIREMENT	CalPERS Employer Contribution	3,632.36
06/27/2024	DFT0008835	P E R S RETIREMENT	CalPERS Employee Contribution	1,610.18
06/27/2024	DFT0008836	P E R S RETIREMENT	CalPERS Employer Contribution	2,323.26
06/27/2024	DFT0008837	P E R S RETIREMENT	CalPERS Employee Contribution	3,731.64
06/27/2024	DFT0008838	P E R S RETIREMENT	CalPERS Employer Contribution	3,697.94
06/27/2024	DFT0008839	P E R S RETIREMENT	CalPERS Employee Contribution	2,269.37
06/27/2024	DFT0008840	P E R S RETIREMENT	CalPERS Employer Contribution	7,335.13

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06/27/2024	DFT0008841	P E R S RETIREMENT	CalPERS Employee Contribution	376.96
06/27/2024	DFT0008842	P E R S RETIREMENT	CalPERS Employer Contribution	968.79
06/27/2024	DFT0008843	P E R S RETIREMENT	CalPERS Employee Contribution	7,201.48
06/27/2024	DFT0008844	P E R S RETIREMENT	CalPERS Employer Contribution	7,060.51
06/27/2024	DFT0008845	P E R S RETIREMENT	Employee Survivor Contribution Amount	47.43
06/28/2024	DFT0008849	P E R S RETIREMENT	CalPERS Employee Contribution	5.37
06/28/2024	DFT0008850	P E R S RETIREMENT	CalPERS Employer Contribution	5.32
Vendor 02279 - P E R S RETIREMENT Total:				42,314.63

Vendor: 02290 - PACIFIC TELEMAGEMENT SVCS

07/02/2024	APA000930	PACIFIC TELEMAGEMENT S...	7/1#739-9846 PAYPHONE/PD	78.00
Vendor 02290 - PACIFIC TELEMAGEMENT SVCS Total:				78.00

Vendor: 05374 - RIL AUDIO VISUAL

07/02/2024	39588	RIL AUDIO VISUAL	7/11 SOUND/PARK CONCERTS	1,450.00
Vendor 05374 - RIL AUDIO VISUAL Total:				1,450.00

Vendor: 02445 - RUTAN & TUCKER LLP

07/02/2024	APA000933	RUTAN & TUCKER LLP	APR'24 RETAINER	9,020.00
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/12 ATTY SVCS/SA HGNG	299.20
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/1-4 ATTY SVCS/FPFC ISSUES	136.00
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/15-30 ATTY AVCS/PD MATTERS(BYER)	516.80
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/2-16 ATTY SVCS/LITIGATION MATTERS	163.20
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/22-29 ATTY SVCS/CODE ENF MATTERS	229.60
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/2-29 ATTY/SVCS/PITCHESS-POLICE MATTERS	1,683.20
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/1-25 ATTY SVCS/TATARIAN VS CITY OF LP	540.40
07/02/2024	APA000933	RUTAN & TUCKER LLP	4/1-8 ATTY SVCS/WATER	190.40
Vendor 02445 - RUTAN & TUCKER LLP Total:				12,778.80

Vendor: 02448 - S & S WORLDWIDE

07/02/2024	APA000934	S & S WORLDWIDE	4/26 SUPPLIES/DC	963.70
Vendor 02448 - S & S WORLDWIDE Total:				963.70

Vendor: 05571 - SAVOR THE BAND

07/02/2024	39589	SAVOR THE BAND	7/11 CONCERT IN THE PARK	3,000.00
Vendor 05571 - SAVOR THE BAND Total:				3,000.00

Vendor: 04841 - SDI PRESENCE LLC

07/02/2024	APA000935	SDI PRESENCE LLC	MAY'24 IT SVCS	7,698.00
07/02/2024	APA000935	SDI PRESENCE LLC	MAY'24 ADD'L IT SVCS	4,683.00
07/02/2024	APA000935	SDI PRESENCE LLC	MAY'24 IRONSCALES PHISHING CAMPAIGN/IT	65.00
07/02/2024	APA000935	SDI PRESENCE LLC	MAY'24 DUO LICENSES	91.45
Vendor 04841 - SDI PRESENCE LLC Total:				12,537.45

Vendor: 02535 - SMART & FINAL

07/02/2024	APA000936	SMART & FINAL	6/11 SUPPLIES/REC	12.91
07/02/2024	APA000936	SMART & FINAL	6/13 SUPPLIES/DC	51.51
07/02/2024	APA000936	SMART & FINAL	6/5 SUPPLIES/REC	28.70
07/02/2024	APA000936	SMART & FINAL	6/13 SUPPLIES/REC	93.50
07/02/2024	APA000936	SMART & FINAL	6/11 SUPPLIES/DC	66.35
Vendor 02535 - SMART & FINAL Total:				252.97

Vendor: 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL)

07/02/2024	APA000937	SO CAL FIRST AID & SAFETY (F...	6/12 FIRST AID SUPPLIES/REC	113.76
07/02/2024	APA000937	SO CAL FIRST AID & SAFETY (F...	6/12 FIRST AID SUPPLIES/PD	122.15
07/02/2024	APA000937	SO CAL FIRST AID & SAFETY (F...	6/12 FIRST AID SUPPLIES/CH	68.70

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07/02/2024	APA000937	SO CAL FIRST AID & SAFETY (F...	6/12 FIRST AID SUPPLIES/REC	234.90
Vendor 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL) Total:				539.51

Vendor: 02556 - SOUTHERN CALIFORNIA EDISON

07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 MOODY/SHARON SIGNAL	81.50
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 5002 HOUSTON	92.38
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 E/S V V/ORANGETHORPE SGNL	88.42
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 LP/REDFORD SIGNAL	83.22
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 5498 LA PALMA TC1	108.93
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 LP/WALKER SIGNAL	53.07
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 MOODY/LA LUNA SIGNAL	30.32
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 5001 CRESCENT SIGNAL	104.75
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 7903 WALKER/REC SIGNAL	66.91
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 LP/MOODY SIGNAL	100.53
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 S/S ORANGETHORPE/V V SIGNAL	104.90
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 8231-1/2 WALKER	63.45
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 7701 WALKER/HOSPITAL SIGNAL	102.02
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 WALKER/183RD SIGNAL	72.36
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 LP/DENNI SIGNAL	102.52
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 8171 WALKER/LA LUNA SIGNAL	79.03
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/6 MISC ELECTR FEE	7.01
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/12 6998 WALKER TC1	104.27
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/14 7701 BARBI/PED	6.76
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 MOODY/SHARON SIGNAL	74.53
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 5002 HOUSTON	85.18
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 E/S V V/ORANGETHORPE SGNL	81.22
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 LP/REDFORD SIGNAL	75.51
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 5498 LA PALMA TC1	100.04
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 LP/WALKER SIGNAL	48.01
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 MOODY/LA LUNA SIGNAL	27.46
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 5001 CRESCENT SIGNAL	95.57
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 7903 WALKER/REC SIGNAL	60.65
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 LP/MOODY SIGNAL	90.64
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 S/S ORANGETHORPE/V V SIGNAL	95.25
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 8231-1/2 WALKER	58.92
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 7701 WALKER/HOSPITAL SIGNAL	90.64
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 WALKER/183RD SIGNAL	66.36
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 LP/DENNI SIGNAL	93.59
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 8171 WALKER/LA LUNA SIGNAL	72.05
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/18 7831 WALKER/CP	259.06
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	5/7 MISC ELECTR FEE	-7.75
07/02/2024	39590	SOUTHERN CALIFORNIA EDIS...	6/25 5712 LA PALMA TC1	69.03
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				2,988.31

Vendor: 02568 - STAPLES BUSINESS ADVANTAGE

07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	5/29 OFFICE SUPPLIES/TEENS	71.12
07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	5/30 OFFICE SUPPLIES/DC	258.00
07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	6/4 PATROL SUPPLIES/PD	76.56
07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	6/5 PATROL SUPPLIES/PD	43.32
07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	6/11 OFFICE SUPPLIES/REC	409.66
07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	6/13 OFFICE SUPPLIES/REC	50.55
07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	6/20 KITCHEN SUPPLIES/CH	18.52
07/02/2024	APA000939	STAPLES BUSINESS ADVANTA...	6/20 KITCHEN SUPPLIES/CH	76.68
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				1,004.41

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Payable Dates: 6/19/2024 - 7/2/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02590 - SUN BADGE COMPANY				
07/02/2024	APA000940	SUN BADGE COMPANY	RPR BADGE/PD	91.48
07/02/2024	APA000940	SUN BADGE COMPANY	RPR BADGE/(2)PD	171.95
Vendor 02590 - SUN BADGE COMPANY Total:				263.43
Vendor: 05595 - TARTAN ASSOCIATES				
07/02/2024	APA000941	TARTAN ASSOCIATES	6/10 DISPATCH CHAIR/PD	1,872.59
Vendor 05595 - TARTAN ASSOCIATES Total:				1,872.59
Vendor: 02654 - THE STANDARD				
07/02/2024	APA000938	THE STANDARD	JUN'24 LTD INS PREM/MISC EMPL	823.36
07/02/2024	APA000938	THE STANDARD	JUN'24 LIFE INS PREM/ALL EMPL	825.17
Vendor 02654 - THE STANDARD Total:				1,648.53
Vendor: 05525 - TOWNSEND PUBLIC AFFAIRS INC				
07/02/2024	APA000942	TOWNSEND PUBLIC AFFAIRS I...	MAY'24 GRANT WRITING&FUNDING ADVOCACY SVCS	1,900.00
07/02/2024	APA000942	TOWNSEND PUBLIC AFFAIRS I...	MAY'24 GRANT WRITING&FUNDING ADVOCACY SVCS	1,662.50
07/02/2024	APA000942	TOWNSEND PUBLIC AFFAIRS I...	MAY'24 GRANT WRITING&FUNDING ADVOCACY SVCS	1,187.50
07/02/2024	APA000942	TOWNSEND PUBLIC AFFAIRS I...	JUN'24 GRANT WRITING&FUNDING ADVOCACY SVCS	1,900.00
07/02/2024	APA000942	TOWNSEND PUBLIC AFFAIRS I...	JUN'24 GRANT WRITING&FUNDING ADVOCACY SVCS	1,662.50
07/02/2024	APA000942	TOWNSEND PUBLIC AFFAIRS I...	JUN'24 GRANT WRITING&FUNDING ADVOCACY SVCS	1,187.50
Vendor 05525 - TOWNSEND PUBLIC AFFAIRS INC Total:				9,500.00
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
06/27/2024	APA000873	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	1,555.96
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				1,555.96
Vendor: 04984 - ULINE INC				
07/02/2024	APA000943	ULINE INC	5/13 (120)CHAIRS (1)CHAIR DOLLY/FON	1,317.60
07/02/2024	APA000943	ULINE INC	5/13 (120)CHAIRS (1)CHAIR DOLLY/SOTC	2,000.00
Vendor 04984 - ULINE INC Total:				3,317.60
Vendor: 05555 - UNISPEC CONSTRUCTION INC.				
07/02/2024	39592	UNISPEC CONSTRUCTION INC.	LESS 5% RETENTION/ST-371	-4,452.16
07/02/2024	39592	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	89,043.24
Vendor 05555 - UNISPEC CONSTRUCTION INC. Total:				84,591.08
Vendor: 05597 - VALERIE COTERA				
07/02/2024	APA000891	VALERIE COTERA	6/01 GAZEBO DEPOSIT RFD	100.00
Vendor 05597 - VALERIE COTERA Total:				100.00
Vendor: 04008 - VERITIV OPERATING COMPANY				
07/02/2024	APA000944	VERITIV OPERATING COMPANY	6/10 JANITORIAL SUPPLIES/PW	982.43
07/02/2024	APA000944	VERITIV OPERATING COMPANY	6/5 JANITORIAL FUEL SURCHARGE/PW	8.16
Vendor 04008 - VERITIV OPERATING COMPANY Total:				990.59
Vendor: 04196 - WECK LABORATORIES INC				
07/02/2024	APA000945	WECK LABORATORIES INC	6/3 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				200.00

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02763 - WEST COAST ARBORISTS INC				
07/02/2024	APA000946	WEST COAST ARBORISTS INC	5/30-31 TREE PRUNNING/LP&VV	7,796.00
Vendor 02763 - WEST COAST ARBORISTS INC Total:				7,796.00
Grand Total:				531,160.43



City of La Palma

Warrant Register

By Vendor Name

Payable Dates 7/3/2024 - 7/16/2024

Approval

Reviewed by

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

Ryan Hallett - Assistant City Manager

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

Conal McNamara - City Manager

Warrant Register

Payable Dates: 7/3/2024 - 7/16/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01024 - ABLE BUILDING MAINTENANCE CO				
07/16/2024	APA001049	ABLE BUILDING MAINTENANC...	JUN'24 JANITORIAL SERVICES/CY	172.23
07/16/2024	APA001049	ABLE BUILDING MAINTENANC...	JUN'24 JANITORIAL SERVICES/CH	1,138.83
07/16/2024	APA001049	ABLE BUILDING MAINTENANC...	JUN'24 JANITORIAL SERVICES/PD	1,827.73
07/16/2024	APA001049	ABLE BUILDING MAINTENANC...	JUN'24 JANITORIAL SERVICES/REC	3,861.05
Vendor 01024 - ABLE BUILDING MAINTENANCE CO Total:				6,999.84
Vendor: 05611 - ADRIENNE FORD				
07/16/2024	APA001076	ADRIENNE FORD	12681 DAY CAMP RFD	152.00
07/16/2024	APA001076	ADRIENNE FORD	12682 DAY CAMP RFD	123.00
07/16/2024	APA001076	ADRIENNE FORD	12681 LESS CANCELLATION FEE	-11.00
Vendor 05611 - ADRIENNE FORD Total:				264.00
Vendor: 01047 - AFLAC				
07/16/2024	APA001050	AFLAC	JUN'24 AFLAC/PD	486.22
Vendor 01047 - AFLAC Total:				486.22
Vendor: 01009 - AKAL CONSULTANTS				
07/16/2024	APA001051	AKAL CONSULTANTS	M2 PACKAGE PREP & SUBMITTAL/PW	9,750.00
Vendor 01009 - AKAL CONSULTANTS Total:				9,750.00
Vendor: 04248 - ALL PRO JETTING & PLUMBING				
07/16/2024	APA001052	ALL PRO JETTING & PLUMBING	6/27 SWR LINE CLEAN/CP	1,250.00
07/16/2024	APA001052	ALL PRO JETTING & PLUMBING	6/27 SWR LINE CLEAN/CP	675.00
07/16/2024	APA001052	ALL PRO JETTING & PLUMBING	6/27 SWR LINE CLEAN/PD&FD	675.00
07/16/2024	APA001052	ALL PRO JETTING & PLUMBING	6/27 SWR LINE CLEAN/WW	875.00
Vendor 04248 - ALL PRO JETTING & PLUMBING Total:				3,475.00
Vendor: 01066 - ALLIANT INSURANCE SERVICES INC				
07/16/2024	APA001053	ALLIANT INSURANCE SERVICES...	JUL'24-JUN'25 CRIME BOND	1,671.00
Vendor 01066 - ALLIANT INSURANCE SERVICES INC Total:				1,671.00
Vendor: 05608 - ALLISON LINDSLY				
07/16/2024	APA001093	ALLISON LINDSLY	12676 SOCCER & T-BALL RFD	110.00
07/16/2024	APA001093	ALLISON LINDSLY	PROCESSING FEE RFD	9.74
Vendor 05608 - ALLISON LINDSLY Total:				119.74
Vendor: 05239 - AQUATIC INFORMATICS INC				
07/16/2024	APA001054	AQUATIC INFORMATICS INC	6/3 SEDARU PLATFORM & CONNECTION/WTR	12,488.00
Vendor 05239 - AQUATIC INFORMATICS INC Total:				12,488.00
Vendor: 05607 - ASHLEY NIKOVO				
07/16/2024	APA001100	ASHLEY NIKOVO	PROCESSING FEE RFD	10.15
07/16/2024	APA001100	ASHLEY NIKOVO	12677 MULTI SPORT RFD	117.00
Vendor 05607 - ASHLEY NIKOVO Total:				127.15
Vendor: 01170 - B C TRAFFIC SPECIALIST				
07/16/2024	APA001056	B C TRAFFIC SPECIALIST	6/27 "NO LEFT TURN" SIGN/PW	628.58
Vendor 01170 - B C TRAFFIC SPECIALIST Total:				628.58
Vendor: 01252 - C F P INC				
07/16/2024	APA001062	C F P INC	(3)JUN'24 BLOOD TESTS/PD	375.00
Vendor 01252 - C F P INC Total:				375.00
Vendor: 01253 - C J P I A				
07/03/2024	DFT0008870	C J P I A	FY24/25 PRIMARY WC DEPOSIT	318,036.00
07/03/2024	DFT0008870	C J P I A	FY24/25 PRIMARY GL DEPOSIT	369,213.00
07/03/2024	DFT0008871	C J P I A	FY24/25 ALL-RISK PROPERTY INS	194,066.00
Vendor 01253 - C J P I A Total:				881,315.00

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Payable Dates: 7/3/2024 - 7/16/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01260 - C WELLS PIPELINE MATLS INC				
07/16/2024	APA001063	C WELLS PIPELINE MATLS INC	6/7 SVC PART/WTR	288.14
Vendor 01260 - C WELLS PIPELINE MATLS INC Total:				288.14
Vendor: 05594 - C&D PICKLEBALL NETS				
07/16/2024	APA001064	C&D PICKLEBALL NETS	(4)PICKLEBALL NETS & (4) COVERS/CP	13,178.63
Vendor 05594 - C&D PICKLEBALL NETS Total:				13,178.63
Vendor: 05610 - CAMILLE VALLEY				
07/16/2024	APA001131	CAMILLE VALLEY	12679 DAY CAMP RFD	145.00
07/16/2024	APA001131	CAMILLE VALLEY	12681 DAY CAMP RFD	145.00
07/16/2024	APA001131	CAMILLE VALLEY	12679 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001131	CAMILLE VALLEY	12682 DAY CAMP RFD	116.00
Vendor 05610 - CAMILLE VALLEY Total:				395.00
Vendor: 05604 - CEASAR CERVANTES				
07/16/2024	APA001066	CEASAR CERVANTES	12705 CAMP TT RFD	40.00
07/16/2024	APA001066	CEASAR CERVANTES	12703 CAMP TT RFD	40.00
07/16/2024	APA001066	CEASAR CERVANTES	12701 CAMP TT RFD	40.00
07/16/2024	APA001066	CEASAR CERVANTES	12699 CAMP TT RFD	40.00
07/16/2024	APA001066	CEASAR CERVANTES	12699 LESS CANCELLATION FEE	-11.00
Vendor 05604 - CEASAR CERVANTES Total:				149.00
Vendor: 05620 - CHANNA KANG				
07/16/2024	APA001090	CHANNA KANG	6/23 COMM CTR DEPOSIT RFD	300.00
Vendor 05620 - CHANNA KANG Total:				300.00
Vendor: 05617 - CHERLY BANAGA				
07/16/2024	APA001058	CHERLY BANAGA	12696 CAMP TT RFD	40.00
07/16/2024	APA001058	CHERLY BANAGA	12696 LESS CANCELLATION FEE	-11.00
Vendor 05617 - CHERLY BANAGA Total:				29.00
Vendor: 03604 - CINTAS CORPORATION				
07/16/2024	APA001068	CINTAS CORPORATION	3/25 UNIFORM JACKETS/PW	38.19
07/16/2024	APA001068	CINTAS CORPORATION	3/25 UNIFORM JACKETS/PW	38.19
07/16/2024	APA001068	CINTAS CORPORATION	3/25 UNIFORM JACKETS/PW	47.21
07/16/2024	APA001068	CINTAS CORPORATION	4/11 MAT RENTAL/REC	100.00
07/16/2024	APA001068	CINTAS CORPORATION	4/25 MAT RENTAL/REC	139.64
07/16/2024	APA001068	CINTAS CORPORATION	5/23 MAT RENTAL/REC	139.64
07/16/2024	APA001068	CINTAS CORPORATION	6/20 UNIFORM SVC/PW	36.24
07/16/2024	APA001068	CINTAS CORPORATION	6/20 UNIFORM SVC/PW	36.24
07/16/2024	APA001068	CINTAS CORPORATION	6/20 UNIFORM SVC/PW	41.01
Vendor 03604 - CINTAS CORPORATION Total:				616.36
Vendor: 01348 - CITY OF CYPRESS				
07/16/2024	APA001071	CITY OF CYPRESS	JAN-MAR'24 SIGNAL MAINT/PW	748.46
Vendor 01348 - CITY OF CYPRESS Total:				748.46
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
07/11/2024	39595	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	98.07
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				98.07
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
07/16/2024	39598	CITY OF LA PALMA PETTY CASH	7/1 ORAL BOARD SUPPLIES/ENG PROJ ADM	24.96
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				24.96
Vendor: 04385 - CONTROL AIR ENTERPRISES LLC				
07/16/2024	APA001069	CONTROL AIR ENTERPRISES LLC	6/6-10 QTRLY PM SVC/CC	1,622.00
Vendor 04385 - CONTROL AIR ENTERPRISES LLC Total:				1,622.00
Vendor: 01395 - COUNTY OF ORANGE				
07/16/2024	APA001106	COUNTY OF ORANGE	6/17 RPL ANTENNA/PD	268.22
Vendor 01395 - COUNTY OF ORANGE Total:				268.22

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Payable Dates: 7/3/2024 - 7/16/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
07/16/2024	APA001070	CROSSTOWN ELECTRICAL & D...	JUN'24 SIGNAL MAINT/PW	1,260.00
			Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:	1,260.00
Vendor: 02815 - DANITA HERNANDEZ				
07/11/2024	2153	DANITA HERNANDEZ	7/2 VISION CLM	272.06
			Vendor 02815 - DANITA HERNANDEZ Total:	272.06
Vendor: 05016 - DAO BRANNEN				
07/16/2024	APA001061	DAO BRANNEN	6/23 PAVILION DEPOSIT RFD	100.00
			Vendor 05016 - DAO BRANNEN Total:	100.00
Vendor: 01472 - DEPT OF JUSTICE				
07/16/2024	APA001089	DEPT OF JUSTICE	JUN'24 FINGERPRINT/(1)PW CONTRACTOR	32.00
07/16/2024	APA001089	DEPT OF JUSTICE	JUN'24 FINGERPRINT/(1)PD EXPLR	32.00
07/16/2024	APA001089	DEPT OF JUSTICE	JUN'24 FINGERPRINT/(1)PT PD (1)FT PD	132.00
07/16/2024	APA001089	DEPT OF JUSTICE	JUN'24 FINGERPRINT/(5)IT CONTRACTOR	160.00
07/16/2024	APA001089	DEPT OF JUSTICE	JUN'24 FINGERPRINT/(18)REC INST	576.00
			Vendor 01472 - DEPT OF JUSTICE Total:	932.00
Vendor: 04387 - DOG WASTE DEPOT				
07/16/2024	APA001072	DOG WASTE DEPOT	5/31 (4)CASES DOG WASTE BAGS/PW	85.87
07/16/2024	APA001072	DOG WASTE DEPOT	6/28 (4)CASES DOG WASTE BAGS/PW	85.87
			Vendor 04387 - DOG WASTE DEPOT Total:	171.74
Vendor: 01512 - DOOLEY ENTERPRISES INC				
07/16/2024	APA001073	DOOLEY ENTERPRISES INC	6/20 AMMUNITION/PD	7,357.71
			Vendor 01512 - DOOLEY ENTERPRISES INC Total:	7,357.71
Vendor: 01565 - EMPIRE PIPE CLEANING & EQUIPMENT INC				
07/16/2024	APA001074	EMPIRE PIPE CLEANING & EQU..	6/6 SWR CLEANING/PW	2,242.50
			Vendor 01565 - EMPIRE PIPE CLEANING & EQUIPMENT INC Total:	2,242.50
Vendor: 05618 - ESTHER HONG				
07/16/2024	APA001081	ESTHER HONG	12681 DAY CAMP RFD	101.50
			Vendor 05618 - ESTHER HONG Total:	101.50
Vendor: 05546 - FALLON BARRIOS				
07/16/2024	APA001059	FALLON BARRIOS	6/22 GAZEBO DEPOSIT RFD	100.00
			Vendor 05546 - FALLON BARRIOS Total:	100.00
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
07/16/2024	APA001075	FEDERAL EXPRESS CORPORAT...	5/30 PRIORITY MAIL/PD	13.31
07/16/2024	APA001075	FEDERAL EXPRESS CORPORAT...	5/17 PRIORITY MAIL FEE/PD	3.29
07/16/2024	APA001075	FEDERAL EXPRESS CORPORAT...	6/18&20 PRIORITY MAIL/PD	28.98
			Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:	45.58
Vendor: 05071 - FLEETCOR TECHNOLOGIES INC - ARCO				
07/03/2024	DFT0008863	FLEETCOR TECHNOLOGIES INC...	7/3 GASOLINE/PD	601.65
07/03/2024	DFT0008863	FLEETCOR TECHNOLOGIES INC...	7/3 GASOLINE/REC	130.88
07/03/2024	DFT0008863	FLEETCOR TECHNOLOGIES INC...	7/3 GASOLINE/PW	270.98
07/03/2024	DFT0008863	FLEETCOR TECHNOLOGIES INC...	7/3 GASOLINE/CD	88.05
07/03/2024	DFT0008863	FLEETCOR TECHNOLOGIES INC...	7/3 GASOLINE/WTR	241.47
			Vendor 05071 - FLEETCOR TECHNOLOGIES INC - ARCO Total:	1,333.03
Vendor: 01631 - FRANCHISE TAX BOARD				
07/11/2024	DFT0008859	FRANCHISE TAX BOARD	State Tax Withholding	15.71
07/11/2024	DFT0008886	FRANCHISE TAX BOARD	State Tax Withholding	14,176.87
			Vendor 01631 - FRANCHISE TAX BOARD Total:	14,192.58

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Payable Dates: 7/3/2024 - 7/16/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 04004 - GARY WILSON				
07/11/2024	2157	GARY WILSON	6/29 VISION CLM	300.00
Vendor 04004 - GARY WILSON Total:				300.00
Vendor: 05600 - GOVERNMENT FORMS AND SUPPLIES LLC				
07/16/2024	APA001077	GOVERNMENT FORMS AND S...	6/18 (500)TRAFFIC CITATION FORMS/PD	840.00
Vendor 05600 - GOVERNMENT FORMS AND SUPPLIES LLC Total:				840.00
Vendor: 01679 - GOVERNMENTAL FINANCIAL SVCS				
07/16/2024	APA001078	GOVERNMENTAL FINANCIAL ...	JUN'24 ACCOUNTING SVCS/ADM	2,591.88
07/16/2024	APA001078	GOVERNMENTAL FINANCIAL ...	JUN'24 ACCOUNTING SVCS/ADM	1,649.38
07/16/2024	APA001078	GOVERNMENTAL FINANCIAL ...	JUN'24 ACCOUNTING SVCS/FIN	1,450.00
07/16/2024	APA001078	GOVERNMENTAL FINANCIAL ...	JUN'24 ACCOUNTING SVCS/ADM	471.24
Vendor 01679 - GOVERNMENTAL FINANCIAL SVCS Total:				6,162.50
Vendor: 05613 - GRISELDA CHARBEL				
07/16/2024	APA001067	GRISELDA CHARBEL	12702 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001067	GRISELDA CHARBEL	12702 CAMP TT RFD	40.00
Vendor 05613 - GRISELDA CHARBEL Total:				29.00
Vendor: 02642 - HOME DEPOT				
07/16/2024	APA001080	HOME DEPOT	6/24 JANITORIAL SUPPLIES/PW	73.11
Vendor 02642 - HOME DEPOT Total:				73.11
Vendor: 03622 - HYDROTEX PARTNERS LTD				
07/16/2024	APA001082	HYDROTEX PARTNERS LTD	6/18 WELL PUMP LUBE/WTR	661.55
Vendor 03622 - HYDROTEX PARTNERS LTD Total:				661.55
Vendor: 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY				
07/16/2024	APA001083	INFRASTRUCTURE ENGINEERS...	MAY'24 CITY ENGINEER SVC/PW	5,100.00
07/16/2024	APA001083	INFRASTRUCTURE ENGINEERS...	MAY'24 CITY ENGINEER SVC/PW	2,040.00
07/16/2024	APA001083	INFRASTRUCTURE ENGINEERS...	MAY'24 CITY ENGINEER SVC/PW	2,040.00
07/16/2024	APA001083	INFRASTRUCTURE ENGINEERS...	MAY'24 CITY ENGINEER SVC/PW	1,020.00
Vendor 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY Total:				10,200.00
Vendor: 01762 - INTELLI-TECH				
07/16/2024	APA001084	INTELLI-TECH	1YR BARRACUDA ENERGIZE,REPL,&CLOUD	24,883.00
Vendor 01762 - INTELLI-TECH Total:				24,883.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
07/11/2024	DFT0008858	INTERNAL REVENUE SERVICE	Federal Tax Withholding	36.58
07/11/2024	DFT0008860	INTERNAL REVENUE SERVICE	Medicare	9.46
07/11/2024	DFT0008885	INTERNAL REVENUE SERVICE	Federal Tax Withholding	37,509.40
07/11/2024	DFT0008887	INTERNAL REVENUE SERVICE	Medicare	8,452.90
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				46,008.34
Vendor: 01775 - IRON MOUNTAIN				
07/16/2024	APA001085	IRON MOUNTAIN	JUL'24 RECORDS STORAGE	300.17
Vendor 01775 - IRON MOUNTAIN Total:				300.17
Vendor: 01801 - J H M SUPPLY INC				
07/16/2024	APA001087	J H M SUPPLY INC	6/20 IRRIGATION SUPPLIES/EROW	548.96
Vendor 01801 - J H M SUPPLY INC Total:				548.96
Vendor: 05609 - JESSIE SANCHEZ				
07/16/2024	APA001117	JESSIE SANCHEZ	12704 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001117	JESSIE SANCHEZ	12707 CAMP TT RFD	33.00
07/16/2024	APA001117	JESSIE SANCHEZ	12705 CAMP TT RFD	33.00
07/16/2024	APA001117	JESSIE SANCHEZ	12693 LESS CANCELLATION FEE	-11.00

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07/16/2024	APA001117	JESSIE SANCHEZ	12704 CAMP TT RFD	33.00
07/16/2024	APA001117	JESSIE SANCHEZ	12703 CAMP TT RFD	33.00
07/16/2024	APA001117	JESSIE SANCHEZ	12701 CAMP TT RFD	33.00
07/16/2024	APA001117	JESSIE SANCHEZ	12693 CAMP TT RFD	33.00
07/16/2024	APA001117	JESSIE SANCHEZ	12706 CAMP TT RFD	33.00
Vendor 05609 - JESSIE SANCHEZ Total:				209.00
Vendor: 04975 - KATIE ITO				
07/16/2024	APA001086	KATIE ITO	12681 CANCELLATION FEE	-11.00
07/16/2024	APA001086	KATIE ITO	12681 DAY CAMP RFD	152.00
07/16/2024	APA001086	KATIE ITO	12681 DAY CAMP RFD	152.00
07/16/2024	APA001086	KATIE ITO	12681 DAY CAMP RFD	152.00
07/16/2024	APA001086	KATIE ITO	12681 CANCELLATION FEE	-11.00
07/16/2024	APA001086	KATIE ITO	12681 CANCELLATION FEE	-11.00
Vendor 04975 - KATIE ITO Total:				423.00
Vendor: 01975 - L P G E A				
07/11/2024	39593	L P G E A	LPGEA Dues Withheld	198.00
Vendor 01975 - L P G E A Total:				198.00
Vendor: 01976 - L P P E A				
07/11/2024	39594	L P P E A	LPPEA Dues Withheld	75.00
Vendor 01976 - L P P E A Total:				75.00
Vendor: 01988 - LA PALMA POLICE ASSN				
07/11/2024	39596	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,416.95
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,416.95
Vendor: 03652 - LOVELY SHALIMAR MINOTT				
07/16/2024	APA001096	LOVELY SHALIMAR MINOTT	6/22 PAVILION DEPOSIT RFD	100.00
Vendor 03652 - LOVELY SHALIMAR MINOTT Total:				100.00
Vendor: 02070 - M M A S C				
07/16/2024	APA001094	M M A S C	7/25 MMASC SUMMER SESSION/DCM	125.00
07/16/2024	APA001094	M M A S C	7/25 MMASC SUMMER SESSION/MA	125.00
07/16/2024	APA001094	M M A S C	11/13-15 MMASC CONF/ACM	550.00
Vendor 02070 - M M A S C Total:				800.00
Vendor: 02108 - MARK DIAZ				
07/11/2024	2152	MARK DIAZ	6/28 VISION CLM	120.00
07/11/2024	2152	MARK DIAZ	6/28 VISION CLM	90.00
07/11/2024	2152	MARK DIAZ	6/28 VISION CLM	90.00
Vendor 02108 - MARK DIAZ Total:				300.00
Vendor: 05612 - MARK MANCILLA				
07/16/2024	APA001095	MARK MANCILLA	12700 CAMP TT RFD	40.00
07/16/2024	APA001095	MARK MANCILLA	12698 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001095	MARK MANCILLA	12698 CAMP TT RFD	40.00
Vendor 05612 - MARK MANCILLA Total:				69.00
Vendor: 04690 - MATTHEW G. PHAIRAS				
07/16/2024	39599	MATTHEW G. PHAIRAS	8/1 CONCERT IN THE PARK	3,000.00
Vendor 04690 - MATTHEW G. PHAIRAS Total:				3,000.00
Vendor: 05164 - MICHAEL BALLIET CONSULTING LLC				
07/16/2024	APA001057	MICHAEL BALLIET CONSULTIN...	SB 1383 CONSULTANT SERVICES#9	772.50
Vendor 05164 - MICHAEL BALLIET CONSULTING LLC Total:				772.50
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
07/11/2024	APA000947	MISSION SQUARE - PLAN 302...	Deferred Comp	1,173.07
07/11/2024	APA000947	MISSION SQUARE - PLAN 302...	Deferred Comp	2,294.23
07/11/2024	APA000947	MISSION SQUARE - PLAN 302...	Deferred Comp	3,013.19
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,480.49

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Vendor: 03268 - MOTOROLA SOLUTIONS INC				
07/16/2024	APA001097	MOTOROLA SOLUTIONS INC	11/16/23-11/15/24 MOBILE ARREST FORM MAINT/PD	926.59
07/16/2024	APA001097	MOTOROLA SOLUTIONS INC	12/18/23-12/17/24 IBR MAINT SVC/PD	1,511.99
07/16/2024	APA001097	MOTOROLA SOLUTIONS INC	MAY'24-APR'25 ANNUAL MAINT/PD	33,729.33
Vendor 03268 - MOTOROLA SOLUTIONS INC Total:				36,167.91
Vendor: 05615 - NAGAJA PENUMARITHI				
07/16/2024	APA001109	NAGAJA PENUMARITHI	12681 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001109	NAGAJA PENUMARITHI	12681 DAY CAMP RFD	152.00
Vendor 05615 - NAGAJA PENUMARITHI Total:				141.00
Vendor: 04654 - NATIONWIDE LIFTS				
07/16/2024	APA001098	NATIONWIDE LIFTS	7/1 WHEELCHAIR LIFT RPR/CH	300.00
Vendor 04654 - NATIONWIDE LIFTS Total:				300.00
Vendor: 02227 - NEWS ENTERPRISE				
07/16/2024	APA001099	NEWS ENTERPRISE	7/3 LEGAL AD/NOTICE OF ELECTION(ENGLISH)	300.00
07/16/2024	APA001099	NEWS ENTERPRISE	7/3 LEGAL AD/NOTICE OF ELECTION(SPANISH)	300.00
07/16/2024	APA001099	NEWS ENTERPRISE	7/3 LEGAL AD/NOTICE OF ELECTION(KOREAN)	300.00
07/16/2024	APA001099	NEWS ENTERPRISE	7/3 LEGAL AD/NOTICE OF ELECTION(CHINESE)	300.00
07/16/2024	APA001099	NEWS ENTERPRISE	7/3 LEGAL AD/NOTICE OF ELECTION(TAGALOG)	300.00
Vendor 02227 - NEWS ENTERPRISE Total:				1,500.00
Vendor: 05614 - NIKKI CARANDANG				
07/16/2024	APA001065	NIKKI CARANDANG	12685 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001065	NIKKI CARANDANG	12685 DAY CAMP RFD	152.00
Vendor 05614 - NIKKI CARANDANG Total:				141.00
Vendor: 02258 - O C CHIEFS OF POLICE AND SHERIFFS ASSN				
07/16/2024	APA001101	O C CHIEFS OF POLICE AND SH...	FY24/25 OCCPSA DUES/PD CHIEF	500.00
07/16/2024	APA001101	O C CHIEFS OF POLICE AND SH...	FY24/25 OCCPSA DUES/PD CPT	250.00
Vendor 02258 - O C CHIEFS OF POLICE AND SHERIFFS ASSN Total:				750.00
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
07/16/2024	APA001102	OCCUPATIONAL HEALTH CEN...	6/25 EMPL PHYS/(1)PD EXPLR	170.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				170.00
Vendor: 03621 - OMEGA INDUSTRIAL SUPPLY INC				
07/16/2024	APA001104	OMEGA INDUSTRIAL SUPPLY I...	6/26 GRAFFITI RMVL SUPPLIES/PW	778.23
Vendor 03621 - OMEGA INDUSTRIAL SUPPLY INC Total:				778.23
Vendor: 03406 - OPENGOV INC				
07/16/2024	APA001105	OPENGOV INC	FY24/25 PROCUREMENT SOFTWARE/PW	14,070.16
Vendor 03406 - OPENGOV INC Total:				14,070.16
Vendor: 02246 - O'REILLY AUTO PARTS OR FIRST CALL				
07/16/2024	APA001107	O'REILLY AUTO PARTS OR FIRS...	6/19 VEH MAINT SUPPLIES/#737	51.70
Vendor 02246 - O'REILLY AUTO PARTS OR FIRST CALL Total:				51.70
Vendor: 02279 - P E R S RETIREMENT				
07/11/2024	DFT0008855	P E R S RETIREMENT	CalPERS Employee Contribution	21.48
07/11/2024	DFT0008856	P E R S RETIREMENT	CalPERS Employer Contribution	21.24
07/11/2024	DFT0008872	P E R S RETIREMENT	CalPERS Employee Contribution	1,925.66
07/11/2024	DFT0008873	P E R S RETIREMENT	CalPERS Employer Contribution	3,856.12

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07/11/2024	DFT0008874	P E R S RETIREMENT	CalPERS Employee Contribution	1,690.69
07/11/2024	DFT0008875	P E R S RETIREMENT	CalPERS Employer Contribution	2,451.50
07/11/2024	DFT0008876	P E R S RETIREMENT	CalPERS Employee Contribution	3,884.44
07/11/2024	DFT0008877	P E R S RETIREMENT	CalPERS Employer Contribution	3,944.58
07/11/2024	DFT0008878	P E R S RETIREMENT	CalPERS Employee Contribution	2,362.00
07/11/2024	DFT0008879	P E R S RETIREMENT	CalPERS Employer Contribution	7,689.63
07/11/2024	DFT0008880	P E R S RETIREMENT	CalPERS Employee Contribution	395.69
07/11/2024	DFT0008881	P E R S RETIREMENT	CalPERS Employer Contribution	1,022.57
07/11/2024	DFT0008882	P E R S RETIREMENT	CalPERS Employee Contribution	7,492.50
07/11/2024	DFT0008883	P E R S RETIREMENT	CalPERS Employer Contribution	7,473.38
07/11/2024	DFT0008884	P E R S RETIREMENT	Employee Survivor Contribution Amount	47.43
Vendor 02279 - P E R S RETIREMENT Total:				44,278.91
Vendor: 02281 - P E R S				
07/16/2024	APA001108	P E R S	FY24 SUVIVOR BENEFIT/MISC T3	1,102.40
07/16/2024	APA001108	P E R S	FY24 SUVIVOR BENEFIT/SFTY T3	946.40
07/16/2024	APA001108	P E R S	FY24 SUVIVOR BENEFIT/MISC T1	520.00
07/16/2024	APA001108	P E R S	FY24 SUVIVOR BENEFIT/MISC T2	286.00
07/16/2024	APA001108	P E R S	FY24 SUVIVOR BENEFIT/SFTY T1	260.00
07/16/2024	APA001108	P E R S	FY24 SUVIVOR BENEFIT/SFTY T2	62.40
07/16/2024	DFT0008861	P E R S	FY25 UNFUNDED ACCRUED LIABILITY/SFTY T3	15,376.00
07/16/2024	DFT0008861	P E R S	FY25 UNFUNDED ACCRUED LIABILITY/SFTY T1	1,167,110.00
07/16/2024	DFT0008861	P E R S	FY25 UNFUNDED ACCRUED LIABILITY/SFTY T2	2,063.00
07/16/2024	DFT0008861	P E R S	FY25 UNFUNDED ACCRUED LIABILITY/MISC T2	2,922.00
07/16/2024	DFT0008861	P E R S	FY25 UNFUNDED ACCRUED LIABILITY/MISC T3	3,200.00
07/16/2024	DFT0008861	P E R S	FY25 UNFUNDED ACCRUED LIABILITY/MISC T1	736,697.00
Vendor 02281 - P E R S Total:				1,930,545.20
Vendor: 04371 - QUADIENT LEASING USA INC				
07/16/2024	APA001110	QUADIENT LEASING USA INC	AUG-OCT'24 POSTAGE MACHINE RNTL	1,025.25
Vendor 04371 - QUADIENT LEASING USA INC Total:				1,025.25
Vendor: 04987 - RELIABLE TRANSLATIONS INC				
07/16/2024	APA001111	RELIABLE TRANSLATIONS INC	6/25 ELECTION NOTICE TRANSLATION/GG	320.00
Vendor 04987 - RELIABLE TRANSLATIONS INC Total:				320.00
Vendor: 05619 - RICHARD OLAREWAJU				
07/16/2024	APA001103	RICHARD OLAREWAJU	6/22 COMM CTR DEPOSIT RFD	300.00
Vendor 05619 - RICHARD OLAREWAJU Total:				300.00
Vendor: 05374 - RIL AUDIO VISUAL				
07/16/2024	APA001112	RIL AUDIO VISUAL	7/18 SOUND/PARK CONCERTS	1,450.00
07/16/2024	APA001113	RIL AUDIO VISUAL	7/25 SOUND/PARK CONCERTS	1,450.00
07/16/2024	APA001114	RIL AUDIO VISUAL	8/1 SOUND/PARK CONCERTS	1,450.00
Vendor 05374 - RIL AUDIO VISUAL Total:				4,350.00

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Vendor: 05556 - RUBY TU				
07/16/2024	APA001128	RUBY TU	12635 SOCCER CAMP RFD	189.00
Vendor 05556 - RUBY TU Total:				189.00
Vendor: 02445 - RUTAN & TUCKER LLP				
07/16/2024	APA001115	RUTAN & TUCKER LLP	MAY'24 RETAINER	9,020.00
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/2-28 ATTY SVCS/CODE ENF MATTERS	299.20
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/13 ATTY SVCS/LITIGATION MATTERS	299.20
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/1 ATTY SVCS/FPPC ISSUES	136.00
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/6-22 ATTY SVCS/PD MATTERS(BYER)	108.80
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/14 ATTY SVCS/LITIGATION MATTERS	81.60
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/1-21 ATTY SVCS/PITCHESS-POLICE MATTERS	979.20
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/14 ATTY SVCS/TELECOM MATTERS	108.80
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/8-31 ATTY SVCS/TATARIAN V CITY OF LAPALMA	6,258.55
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/6-30 ATTY SVCS/PRA	8,510.60
07/16/2024	APA001115	RUTAN & TUCKER LLP	5/8-31 ATTY SVCS/TERM LIMITS	5,820.80
Vendor 02445 - RUTAN & TUCKER LLP Total:				31,622.75
Vendor: 05616 - RYAN JARAMILLO				
07/16/2024	APA001088	RYAN JARAMILLO	12682 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001088	RYAN JARAMILLO	12682 DAY CAMP RFD	116.00
Vendor 05616 - RYAN JARAMILLO Total:				105.00
Vendor: 02450 - S C A G				
07/16/2024	APA001116	S C A G	FY24/25 SCAG DUES/GG	2,262.00
Vendor 02450 - S C A G Total:				2,262.00
Vendor: 05570 - SERGIO E MEZA				
07/11/2024	2155	SERGIO E MEZA	6/25-26 PATROL RIFLE TRNG/PD	162.10
Vendor 05570 - SERGIO E MEZA Total:				162.10
Vendor: 02509 - SHADOW TRAILERS				
07/16/2024	APA001118	SHADOW TRAILERS	6/26 REPL(5)TIRES/LP-15	780.78
Vendor 02509 - SHADOW TRAILERS Total:				780.78
Vendor: 05621 - SHIRLEY ASAO				
07/16/2024	APA001055	SHIRLEY ASAO	8/3 LESS CANCELLATION FEE	-50.00
07/16/2024	APA001055	SHIRLEY ASAO	8/3 COMM CTR DEPOSIT RFD	300.00
Vendor 05621 - SHIRLEY ASAO Total:				250.00
Vendor: 04859 - SIERRA ANALYTICAL LABS INC				
07/16/2024	APA001119	SIERRA ANALYTICAL LABS INC	MAY'24 WATER SAMPLES	4,173.00
Vendor 04859 - SIERRA ANALYTICAL LABS INC Total:				4,173.00
Vendor: 03008 - SKYLINE SAFETY & SUPPLY				
07/16/2024	APA001120	SKYLINE SAFETY & SUPPLY	6/26 (25)CONES(250)NO PARK SIGNS/WTR	1,189.11
07/16/2024	APA001120	SKYLINE SAFETY & SUPPLY	6/26 (75)TRAFFIC CONES/PW	1,502.62
Vendor 03008 - SKYLINE SAFETY & SUPPLY Total:				2,691.73
Vendor: 02535 - SMART & FINAL				
07/16/2024	APA001121	SMART & FINAL	7/2 JUL4RUN SUPPLIES/PD	17.20
07/16/2024	APA001121	SMART & FINAL	7/1 JUL4RUN SUPPLIES/PD	176.30
07/16/2024	APA001121	SMART & FINAL	6/27 KITCHEN SUPPLIES/PD	251.39
Vendor 02535 - SMART & FINAL Total:				444.89
Vendor: 04797 - SMART CIENEGA LLC				
07/16/2024	APA001122	SMART CIENEGA LLC	JUL'24 CAM & INS/5414 LP	435.00
Vendor 04797 - SMART CIENEGA LLC Total:				435.00

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Vendor: 02640 - SO CAL GAS COMPANY				
07/16/2024	39597	SO CAL GAS COMPANY	7/1 8415 MEADOWLARK/BOOSTER	14.30
07/16/2024	39597	SO CAL GAS COMPANY	7/1 8441 MOODY/CY	34.01
07/16/2024	39597	SO CAL GAS COMPANY	7/1 7821 WALKER/REAR GEN	24.58
07/16/2024	39597	SO CAL GAS COMPANY	7/3 6800 WALKER/WW	50.00
07/16/2024	39597	SO CAL GAS COMPANY	7/1 7792 WALKER/PD	899.39
Vendor 02640 - SO CAL GAS COMPANY Total:				1,022.28
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	6/27 8415 MEADOWLARK/BSTR	14,009.55
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 LS-1/ALL NIGHT ADD'L LAMPS	49.65
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 LS-1/ALL NIGHT	13,978.20
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 LS-2/METERED	443.45
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 WALKER/91 FWY LAMPS	126.90
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 LS-2/8172 MOODY	18.08
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 LS-2 8231-1/2 WALKER	36.20
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	6/12 6998 WALKER TC1	104.27
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 7711 MDY/ORGTHRPE SPRNKLR	31.07
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 6750 WALKER SPRINKLER	13.71
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 LP/COMSTOCK SPRINKLER	14.32
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 7711 FURMAN RD POLE	72.57
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 LAURELWOOD/SCE LAMPS	27.27
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 7792 WALKER/PD	8,649.40
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 7821 WALKER/CC&CP	6,847.25
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 7872-1/2 DENNI SPRINKLER	13.84
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 6800 WALKER/PUMP	10,179.87
07/16/2024	39600	SOUTHERN CALIFORNIA EDIS...	7/1 BYRNE/WALKER LAMPS	112.83
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				54,728.43
Vendor: 05606 - SRITY BOJORIA				
07/16/2024	APA001060	SRITY BOJORIA	12680 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001060	SRITY BOJORIA	12679 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001060	SRITY BOJORIA	12681 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001060	SRITY BOJORIA	12680 CANCELLATION FEE RFD	11.00
07/16/2024	APA001060	SRITY BOJORIA	12679 CANCELLATION FEE RFD	11.00
07/16/2024	APA001060	SRITY BOJORIA	12681 DAY CAMP RFD	152.00
07/16/2024	APA001060	SRITY BOJORIA	12680 DAY CAMP RFD	152.00
07/16/2024	APA001060	SRITY BOJORIA	12679 DAY CAMP RFD	152.00
Vendor 05606 - SRITY BOJORIA Total:				445.00
Vendor: 02576 - STEP SAVER INC				
07/16/2024	APA001123	STEP SAVER INC	6/24 WTR TREATMENT SUPPLIES/CY	335.59
07/16/2024	APA001123	STEP SAVER INC	6/24 WTR TREATMENT SUPPLIES/WW	144.43
Vendor 02576 - STEP SAVER INC Total:				480.02
Vendor: 04402 - STEPHANIE HINO				
07/16/2024	APA001079	STEPHANIE HINO	12681 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001079	STEPHANIE HINO	12681 DAY CAMP RFD	145.00
07/16/2024	APA001079	STEPHANIE HINO	12681 DAY CAMP RFD	145.00
07/16/2024	APA001079	STEPHANIE HINO	12681 LESS CANCELLATION FEE	-11.00
Vendor 04402 - STEPHANIE HINO Total:				268.00
Vendor: 01620 - STEVE A. FILARSKY ATTORNEY AT LAW				
07/16/2024	APA001124	STEVE A. FILARSKY ATTORNEY...	5/30-6/27 LABOR ATTY SVCS	2,880.00
Vendor 01620 - STEVE A. FILARSKY ATTORNEY AT LAW Total:				2,880.00
Vendor: 05603 - TAEYEUN KIM				
07/16/2024	APA001091	TAEYEUN KIM	12680 DAY CAMP RFD	152.00

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07/16/2024	APA001091	TAEYEUN KIM	12679 DAY CAMP RFD	152.00
07/16/2024	APA001091	TAEYEUN KIM	12683 DAY CAMP RFD	152.00
07/16/2024	APA001091	TAEYEUN KIM	12679 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001091	TAEYEUN KIM	12682 DAY CAMP RFD	123.00
Vendor 05603 - TAEYEUN KIM Total:				568.00
Vendor: 05622 - TERRY L WEBER				
07/16/2024	APA001135	TERRY L WEBER	12635 SOCCER CAMP RFD	189.00
Vendor 05622 - TERRY L WEBER Total:				189.00
Vendor: 05067 - TIFFANY LIN				
07/16/2024	APA001092	TIFFANY LIN	12681 DAY CAMP RFD	-145.00
07/16/2024	APA001092	TIFFANY LIN	12383 LESS CANCELLATION FEE	-11.00
07/16/2024	APA001092	TIFFANY LIN	12684 DAY CAMP RFD	145.00
07/16/2024	APA001092	TIFFANY LIN	12686 DAY CAMP RFD	145.00
07/16/2024	APA001092	TIFFANY LIN	12683 DAY CAMP RFD	145.00
Vendor 05067 - TIFFANY LIN Total:				279.00
Vendor: 04630 - T-MOBILE USA INC				
07/16/2024	APA001125	T-MOBILE USA INC	APR'24 CELL PHONE RECORDS SVC/CS#24-04389	700.00
Vendor 04630 - T-MOBILE USA INC Total:				700.00
Vendor: 05225 - TOP ROCK ENTERTAINMENT				
07/16/2024	APA001126	TOP ROCK ENTERTAINMENT	7/18 & 7/25/24 CONCERT IN THE PARK	3,000.00
07/16/2024	APA001127	TOP ROCK ENTERTAINMENT	7/18 CONCERT IN THE PARK	3,000.00
Vendor 05225 - TOP ROCK ENTERTAINMENT Total:				6,000.00
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
07/11/2024	APA000948	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	1,599.34
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				1,599.34
Vendor: 02712 - UNDERGROUND SERVICE ALERT				
07/16/2024	APA001129	UNDERGROUND SERVICE ALE...	(55)DIG-ALERT NOTICES/PW	53.12
07/16/2024	APA001129	UNDERGROUND SERVICE ALE...	(55)DIG-ALERT NOTICES/PW	53.13
Vendor 02712 - UNDERGROUND SERVICE ALERT Total:				106.25
Vendor: 03123 - UNIFORM DEPOT INC				
07/16/2024	APA001130	UNIFORM DEPOT INC	6/17 UNIFORM/PD (NEW OFCR)	500.00
Vendor 03123 - UNIFORM DEPOT INC Total:				500.00
Vendor: 05555 - UNISPEC CONSTRUCTION INC.				
07/11/2024	2156	UNISPEC CONSTRUCTION INC.	LESS 5% RETENTION/ST-371	-4,893.43
07/11/2024	2156	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	97,868.70
Vendor 05555 - UNISPEC CONSTRUCTION INC. Total:				92,975.27
Vendor: 04008 - VERITIV OPERATING COMPANY				
07/16/2024	APA001132	VERITIV OPERATING COMPANY	6/13 JANITORIAL SUPPLIES/PW	1,369.49
Vendor 04008 - VERITIV OPERATING COMPANY Total:				1,369.49
Vendor: 02742 - VERIZON WIRELESS				
07/16/2024	APA001133	VERIZON WIRELESS	6/17-7/16 SEDARU DATA PLAN/WTR	46.20
07/16/2024	APA001133	VERIZON WIRELESS	6/17-7/16 DATA ACCESS/WTR	140.14
Vendor 02742 - VERIZON WIRELESS Total:				186.34
Vendor: 05593 - WATERWORKFORCE				
07/16/2024	APA001134	WATERWORKFORCE	MAY'24 WATER CONSULTING SVC/PW	6,375.00
Vendor 05593 - WATERWORKFORCE Total:				6,375.00
Vendor: 04196 - WECK LABORATORIES INC				
07/16/2024	APA001136	WECK LABORATORIES INC	6/17 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				200.00

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Payable Dates: 7/3/2024 - 7/16/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02763 - WEST COAST ARBORISTS INC				
07/16/2024	APA001137	WEST COAST ARBORISTS INC	6/8 TREE PRUNING/HOUSTON & CRESCENT	6,464.00
Vendor 02763 - WEST COAST ARBORISTS INC Total:				6,464.00
Vendor: 03987 - WEX HEALTH INC				
07/16/2024	APA001138	WEX HEALTH INC	JUN'24 FLEX ADM SVC	50.00
Vendor 03987 - WEX HEALTH INC Total:				50.00
Vendor: 02782 - WON KOH				
07/11/2024	2154	WON KOH	6/24&28 VISION CLM	300.00
Vendor 02782 - WON KOH Total:				300.00
Vendor: 02788 - WRIGHT EXPRESS				
07/16/2024	DFT0008862	WRIGHT EXPRESS	5/31 GASOLINE/PD	4,992.36
07/16/2024	DFT0008862	WRIGHT EXPRESS	5/31 GASOLINE REBATE	-29.87
07/16/2024	DFT0008862	WRIGHT EXPRESS	5/31 GASOLINE/PW	265.49
07/16/2024	DFT0008862	WRIGHT EXPRESS	5/31 GASOLINE/WTR	2,078.18
Vendor 02788 - WRIGHT EXPRESS Total:				7,306.16
Grand Total:				3,330,373.83

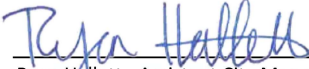


City of La Palma

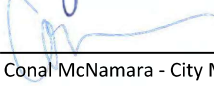
Warrant Register
By Vendor Name
Payable Dates 7/17/2024 - 8/6/2024

Approval

Reviewed by



Ryan Hallett - Assistant City Manager



Conal McNamara - City Manager

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Payable Dates: 7/17/2024 - 8/6/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01016 - A T & T MOBILITY				
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PD CHIEF	45.05
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PD SVC CAPT	45.05
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PD SOCIAL MEDIA	654.05
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PD PATROL & SGT	1,068.67
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PD OPS CAPT	50.09
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PD DET	135.15
08/06/2024	APA001152	A T & T MOBILITY	7/8 MDC WIRELESS/PD	630.49
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PW MAINT	76.34
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PIO	619.60
08/06/2024	APA001152	A T & T MOBILITY	7/8 CELL PHONE SVC/PW UTILITIES	76.34
Vendor 01016 - A T & T MOBILITY Total:				3,400.83
Vendor: 01015 - A T & T				
08/06/2024	APA001151	A T & T	5/20-6/19 800MHZ OCSD/PD	1,216.40
08/06/2024	APA001151	A T & T	6/25#826-6272 TELEMETRY/WTR	56.81
08/06/2024	APA001151	A T & T	7/1#995-1569 WALKER ST SYNCH	29.12
08/06/2024	APA001151	A T & T	7/4#523-4309 EOC LINES/PD	222.08
08/06/2024	APA001151	A T & T	7/4#523-7351 FAX/PD	29.76
08/06/2024	APA001151	A T & T	7/13#339/342-4813 T1/PD	155.55
08/06/2024	APA001151	A T & T	7/13#523-2193 T1/CH	356.63
08/06/2024	APA001151	A T & T	7/15#690-3922 RV PERMIT LINE	35.55
08/06/2024	APA001151	A T & T	6/20-7/19 800MHZ OCSD/PD	1,216.40
Vendor 01015 - A T & T Total:				3,318.30
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	4/5 PEST CONTROL/CY	175.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	4/5 PEST CONTROL/CP	152.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	4/5 GOPHER CONTROL/EROW	195.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	7/5 PEST CONTROL/WW	105.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	7/5 PEST CONTROL/CY	175.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	7/5 PEST CONTROL/5410 LA PALMA	53.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	7/5 PEST CONTROL/CP	152.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	7/5 GOPHER CONTROL/EROW	195.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	6/7 PEST CONTROL/WW	105.00
08/06/2024	APA001154	ADMIRAL PEST CONTROL INC	7/5 PEST CONTROL/CH	164.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				1,471.00
Vendor: 05611 - ADRIENNE FORD				
08/06/2024	APA001179	ADRIENNE FORD	12683 DAY CAMP RFD	152.00
08/06/2024	APA001179	ADRIENNE FORD	12684 DAY CAMP RFD	152.00
08/06/2024	APA001179	ADRIENNE FORD	12685 DAY CAMP RFD	152.00
08/06/2024	APA001179	ADRIENNE FORD	12686 DAY CAMP RFD	152.00
08/06/2024	APA001179	ADRIENNE FORD	12683 LESS CANCELLATION FEE	-11.00
Vendor 05611 - ADRIENNE FORD Total:				597.00
Vendor: 01042 - AETNA US HEALTHCARE				
08/06/2024	APA001155	AETNA US HEALTHCARE	AUG'24 DENTAL PREMIUM	3,766.70
Vendor 01042 - AETNA US HEALTHCARE Total:				3,766.70
Vendor: 01046 - AFFORDABLE GENERATOR SVCS INC				
08/06/2024	APA001156	AFFORDABLE GENERATOR SV...	7/11 GENERATOR SVC/CY	1,134.31
Vendor 01046 - AFFORDABLE GENERATOR SVCS INC Total:				1,134.31
Vendor: 01047 - AFLAC				
08/06/2024	APA001157	AFLAC	JUL'24 AFLAC INS PREM W/H	261.60

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08/06/2024	APA001157	AFLAC	JUL'24 AFLAC/PD	486.22
Vendor 01047 - AFLAC Total:				747.82
Vendor: 01009 - AKAL CONSULTANTS				
08/06/2024	APA001158	AKAL CONSULTANTS	MAY'24 PROF ENG SVCS/PW	3,640.00
08/06/2024	APA001158	AKAL CONSULTANTS	6/30 STREET MEDIAN PROJ/ST-371	48,720.00
Vendor 01009 - AKAL CONSULTANTS Total:				52,360.00
Vendor: 01067 - ALLIANT INSURANCE SVCS INC				
08/06/2024	APA001159	ALLIANT INSURANCE SVCS INC	APR-JUN '24 LIABILITY INS/REC	488.00
08/06/2024	APA001160	ALLIANT INSURANCE SVCS INC	JAN-MAR '24 LIABILITY INS/REC	1,328.30
Vendor 01067 - ALLIANT INSURANCE SVCS INC Total:				1,816.30
Vendor: 01101 - ANAHEIM Y M C A				
08/06/2024	APA001162	ANAHEIM Y M C A	JUL'24 EXCURSION/DC	1,625.00
08/06/2024	APA001162	ANAHEIM Y M C A	JUN'24 EXCURSION/DC	975.00
Vendor 01101 - ANAHEIM Y M C A Total:				2,600.00
Vendor: 05275 - ANDREA ALONZO				
08/06/2024	APA001161	ANDREA ALONZO	7/6 COMM CTR DEPOSIT RFD	300.00
Vendor 05275 - ANDREA ALONZO Total:				300.00
Vendor: 05526 - ANGEL NHA NGUYEN				
08/06/2024	2163	ANGEL NHA NGUYEN	6/9-12 GFOA CONF/AS	552.30
08/06/2024	2163	ANGEL NHA NGUYEN	6/29 VISION CLM	240.00
08/06/2024	2163	ANGEL NHA NGUYEN	6/29 VISION CLM	60.00
Vendor 05526 - ANGEL NHA NGUYEN Total:				852.30
Vendor: 01168 - B & K ELECTRIC WHOLESALE				
08/06/2024	APA001163	B & K ELECTRIC WHOLESALE	7/2 (40)LIGHT BULBS/PW	446.75
Vendor 01168 - B & K ELECTRIC WHOLESALE Total:				446.75
Vendor: 01208 - BLUE RIBBON TROPHY CO				
08/06/2024	APA001165	BLUE RIBBON TROPHY CO	CHAMPER PLATES/ACM,DCM,CSD,CDM	129.71
Vendor 01208 - BLUE RIBBON TROPHY CO Total:				129.71
Vendor: 03593 - BUCKNAM INFRASTRUCTURE GROUP INC				
08/06/2024	APA001166	BUCKNAM INFRASTRUCTURE ...	MAY'24 ARTERIAL PMP SVCS	3,008.23
Vendor 03593 - BUCKNAM INFRASTRUCTURE GROUP INC Total:				3,008.23
Vendor: 05176 - BUREAU VERITAS NORTH AMERICA INC				
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	JUN'24 PLAN CK SVCS/BSD	2,098.17
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	JUN'24 BLDG INSP MLGE/BSD	277.76
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	JUN'24 PERMIT TECH SVCS/BSD	5,110.00
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	JUN'24 BLDG OFF SVCS/BSD	1,820.00
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	JUN'24 BLDG INSP SVCS/BSD	6,745.00
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	JUN'24 SOLAR PLAN CK SVCS/BSD	750.00
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	1/31 ENVIRONMENTAL SVCS/FOG	872.50
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	1/3-30 ENVIRONMENTAL SVCS/FOG	1,092.50
08/06/2024	APA001167	BUREAU VERITAS NORTH AM...	1/3-30 ENVIRONMENTAL SVCS/NPDES	1,092.50
Vendor 05176 - BUREAU VERITAS NORTH AMERICA INC Total:				19,858.43
Vendor: 02669 - CHARTER COMMUNICATIONS				
08/06/2024	APA001169	CHARTER COMMUNICATIONS	7/11-8/10 INTERNET SVC/CH	1,341.31
08/06/2024	APA001169	CHARTER COMMUNICATIONS	7/11-8/10 INTERNET SVC/CY	574.85
08/06/2024	APA001169	CHARTER COMMUNICATIONS	7/11-8/10 INTERNET SVC/CY	432.18
Vendor 02669 - CHARTER COMMUNICATIONS Total:				2,348.34
Vendor: 05456 - CHARTER COMMUNICATIONS				
08/06/2024	APA001168	CHARTER COMMUNICATIONS	7/14-8/13 INTERNET SVC/WW	719.00
Vendor 05456 - CHARTER COMMUNICATIONS Total:				719.00

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Vendor: 03604 - CINTAS CORPORATION				
07/17/2024	APA001140	CINTAS CORPORATION	6/20 MAT RENTAL/REC	142.57
08/06/2024	APA001171	CINTAS CORPORATION	6/27 UNIFORM SVC/PW	33.43
08/06/2024	APA001171	CINTAS CORPORATION	6/27 UNIFORM SVC/PW	33.43
08/06/2024	APA001171	CINTAS CORPORATION	6/27 UNIFORM SVC/PW	37.49
08/06/2024	APA001171	CINTAS CORPORATION	7/1 UNIFORM JACKETS/PW	34.43
08/06/2024	APA001171	CINTAS CORPORATION	7/1 UNIFORM JACKETS/PW	34.43
08/06/2024	APA001171	CINTAS CORPORATION	7/1 UNIFORM JACKETS/PW	40.43
Vendor 03604 - CINTAS CORPORATION Total:				356.21
Vendor: 03283 - CITY NATIONAL BANK				
07/17/2024	DFT0008864	CITY NATIONAL BANK	6/5-7 ICMA LGR CONF HOTEL/ACM	615.62
07/17/2024	DFT0008865	CITY NATIONAL BANK	6/12 WTR SVC WRKR AD/HR	200.00
07/17/2024	DFT0008866	CITY NATIONAL BANK	6/20 EXCURSION/DC	1,228.00
07/17/2024	DFT0008867	CITY NATIONAL BANK	1YR SSL CERTIFICATE/IT	99.99
07/17/2024	DFT0008868	CITY NATIONAL BANK	9/21-25 ICMA CONF/ACM	810.00
07/17/2024	DFT0008869	CITY NATIONAL BANK	9/21-25 ICMA CONF RFD/ACM	-120.00
07/17/2024	DFT0008888	CITY NATIONAL BANK	6/25-26 PATROL RIFLE COURSE/PD	350.20
07/17/2024	DFT0008889	CITY NATIONAL BANK	8/26-30 FIREARMS INSTRUCTOR/PD	680.83
07/17/2024	DFT0008890	CITY NATIONAL BANK	6/5 EVIDENCE SUPP SHPNG CHRGs/PD	21.57
07/17/2024	DFT0008891	CITY NATIONAL BANK	6/5 EVIDENCE SUPPLIES/PD	95.00
07/17/2024	DFT0008892	CITY NATIONAL BANK	6/3 RET'D SUPPLIES/PD	-239.01
07/17/2024	DFT0008893	CITY NATIONAL BANK	7/9 ACT UPDATE/PD	20.00
07/17/2024	DFT0008894	CITY NATIONAL BANK	6/12 EXPLORER SUPPLIES/PD	93.35
07/17/2024	DFT0008895	CITY NATIONAL BANK	6/18 RET'D EXPLORER SUPPLIES/PD	-80.52
07/17/2024	DFT0008896	CITY NATIONAL BANK	6/18 EXPLORER SUPPLIES/PD	84.94
07/17/2024	DFT0008897	CITY NATIONAL BANK	6/24 DSPTCH SUPPLIES/PD	36.31
07/17/2024	DFT0008898	CITY NATIONAL BANK	7/1 SUPPLIES/JUL4RUN	68.50
07/17/2024	DFT0008899	CITY NATIONAL BANK	7/1 SUPPLIES/JUL4RUN	708.72
07/17/2024	DFT0008900	CITY NATIONAL BANK	7/1 SUPPLIES/JUL4RUN	44.00
07/17/2024	DFT0008901	CITY NATIONAL BANK	7/2 RANGE SUPPLIES/PD	1,792.34
07/17/2024	DFT0008902	CITY NATIONAL BANK	6/5-7 ICMA LGR CONF HOTEL/PM	675.19
07/17/2024	DFT0008903	CITY NATIONAL BANK	6/27 PDAOC TRNG/PM	20.00
07/17/2024	DFT0008904	CITY NATIONAL BANK	10/16-18 LOCC CONF/PM	725.00
07/17/2024	DFT0008905	CITY NATIONAL BANK	7/25 MMASC TRNG/PM	125.00
07/17/2024	DFT0008906	CITY NATIONAL BANK	FY24/25 MMASC DUES/PM	125.00
07/17/2024	DFT0008907	CITY NATIONAL BANK	6/12 CERRITOS SOTC RFD/CCMBR	-60.00
07/17/2024	DFT0008908	CITY NATIONAL BANK	6/4 MTG SUPPLIES/GG	114.13
07/17/2024	DFT0008909	CITY NATIONAL BANK	9/21 ICMA CONF/CM	810.00
07/17/2024	DFT0008910	CITY NATIONAL BANK	6/18 KITCHEN SUPPLIES/CH	22.99
07/17/2024	DFT0008911	CITY NATIONAL BANK	9/21 ICMA CONF RFD/CM	-120.00
07/17/2024	DFT0008912	CITY NATIONAL BANK	FY24/25 CCMF DUES/CM	400.00
07/17/2024	DFT0008913	CITY NATIONAL BANK	9/20-25 ICMA CONF FLIGHT/DCM	541.09
07/17/2024	DFT0008914	CITY NATIONAL BANK	6/11 RACE BIBS/JUL4RUN	542.90
07/17/2024	DFT0008915	CITY NATIONAL BANK	FY24/25 HOOTSUITE SUBSCRIPTION/CITYWIDE	1,188.00
07/17/2024	DFT0008916	CITY NATIONAL BANK	9/20-25 ICMA CONF/DCM	505.00
07/17/2024	DFT0008917	CITY NATIONAL BANK	6/13 PRINTER INK/FIN	343.88
07/17/2024	DFT0008918	CITY NATIONAL BANK	6/20 EQUIPMENT/IT	87.96
07/17/2024	DFT0008919	CITY NATIONAL BANK	6/20 EQUIPMENT(DUPLICATE) /IT	87.96
07/17/2024	DFT0008920	CITY NATIONAL BANK	6/13 PRINTER INK/FIN	219.40
07/17/2024	DFT0008921	CITY NATIONAL BANK	6/24 COMSERV BACKDROP/PW	497.14

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07/17/2024	DFT0008922	CITY NATIONAL BANK	9/20-25 ICMA CONF CREDIT/DCM	-75.00
07/17/2024	DFT0008923	CITY NATIONAL BANK	6/24 SUPPLIES/JUL4RUN	7.60
07/17/2024	DFT0008924	CITY NATIONAL BANK	6/24 SUPPLIES/JUL4RUN	9.78
07/17/2024	DFT0008925	CITY NATIONAL BANK	6/24 SUPPLIES/JUL4RUN	15.20
07/17/2024	DFT0008926	CITY NATIONAL BANK	6/25 SUPPLIES/JUL4RUN	45.62
07/17/2024	DFT0008927	CITY NATIONAL BANK	6/26 SUPPLIES/CIVIC EXPO	46.00
07/17/2024	DFT0008928	CITY NATIONAL BANK	6/25 SUPPLIES/TT	97.20
07/17/2024	DFT0008929	CITY NATIONAL BANK	6/25 SUPPLIES/TT	151.42
07/17/2024	DFT0008930	CITY NATIONAL BANK	FY24/25 I-STOCK PHOTO SUBSCRIPTION/CS	470.40
07/17/2024	DFT0008931	CITY NATIONAL BANK	6/10 WHEN TO WORK SUBSCRIP/REC	215.00
07/17/2024	DFT0008932	CITY NATIONAL BANK	6/13 EVENT BANNER/SOTC	76.50
07/17/2024	DFT0008933	CITY NATIONAL BANK	6/13 EVENT BANNER/SOTC	216.00
07/17/2024	DFT0008934	CITY NATIONAL BANK	6/19 AWARDS/JUL4RUN	1,372.78
07/17/2024	DFT0008935	CITY NATIONAL BANK	10/16-18 LOCC TRNG/CSD	650.00
07/17/2024	DFT0008936	CITY NATIONAL BANK	6/27 POSTERS/PAR...	37.00
07/17/2024	DFT0008937	CITY NATIONAL BANK	6/27 SUPPLIES/JUL4RUN	48.93
07/17/2024	DFT0008939	CITY NATIONAL BANK	6/26 BANNER/PARK CONCERTS	114.00
07/17/2024	DFT0008940	CITY NATIONAL BANK	6/27 SUPPLIES/JUL4RUN	27.18
07/17/2024	DFT0008941	CITY NATIONAL BANK	6/27 POSTERS/JUL4RUN	67.50
07/17/2024	DFT0008942	CITY NATIONAL BANK	6/27 POSTERS/JUL4RUN	67.50
07/17/2024	DFT0008943	CITY NATIONAL BANK	6/27 BANNER/JUL4RUN	114.00
07/17/2024	DFT0008944	CITY NATIONAL BANK	6/27 BANNER/JUL4RUN	114.00
07/17/2024	DFT0008945	CITY NATIONAL BANK	FY24/25 ZOOM SUBSCRIP/CS	142.71
07/17/2024	DFT0008946	CITY NATIONAL BANK	6/28 SUPPLIES/JUL4RUN	260.88
07/17/2024	DFT0008947	CITY NATIONAL BANK	7/5 EXCURSION SUPPLIES/DC	596.15
07/17/2024	DFT0008948	CITY NATIONAL BANK	6/28 SUPPLIES/JUL4RUN	62.98
07/17/2024	DFT0008949	CITY NATIONAL BANK	7/2 MTG SUPPLIES/WTR	51.76
07/17/2024	DFT0008950	CITY NATIONAL BANK	6/26 KONA ICE/DC	284.00
07/17/2024	DFT0008951	CITY NATIONAL BANK	JUL'24 KORE TELEMATICS SVC/WW	514.25
07/17/2024	DFT0008952	CITY NATIONAL BANK	7/7 EXCURSION/DC	1,715.33
07/17/2024	DFT0008953	CITY NATIONAL BANK	7/3 CAR WASH/CS	4.00
07/17/2024	DFT0008954	CITY NATIONAL BANK	7/3 CAR WASH/CS	10.00
07/17/2024	DFT0008955	CITY NATIONAL BANK	7/3 CAR WASH/CS	12.00
07/17/2024	DFT0008956	CITY NATIONAL BANK	7/3 AWARDS/JUL4RUN	641.70
07/17/2024	DFT0008957	CITY NATIONAL BANK	6/28 SUPPLIES/JUL4RUN	53.27
07/17/2024	DFT0008958	CITY NATIONAL BANK	6/28 SUPPLIES/JUL4RUN	56.11
07/17/2024	DFT0008959	CITY NATIONAL BANK	6/28 SUPPLIES/JUL4RUN	289.77
07/17/2024	DFT0008960	CITY NATIONAL BANK	6/20 CREDIT CARD EXPEDITE FEE/PW	25.00
07/17/2024	DFT0008961	CITY NATIONAL BANK	7/2 SUPPLIES/JUL4RUN	332.64
Vendor 03283 - CITY NATIONAL BANK Total:				22,301.64
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
07/25/2024	39612	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	98.07
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				98.07
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	6/11 WINDSHIELD WINDOW TINT/#756	90.00
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	7/8 EMPL RECOG SUPPLIES/PD	57.95
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	7/8 EMPL RECOG SUPPLIES/PD	57.95
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	6/10 SUPPLIES/TEENS	60.56
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	6/10 SUPPLIES/TEENS	53.60
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	6/10 SUPPLIES/TEENS	23.69
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	6/10 SUPPLIES/TEENS	16.15
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	7/2 SUPPLIES/JUL4RUN	47.53
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	7/2 SUPPLIES/JUL4RUN	10.94

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08/06/2024	39617	CITY OF LA PALMA PETTY CASH	7/2 SUPPLIES/JUL4RUN	98.89
08/06/2024	39617	CITY OF LA PALMA PETTY CASH	7/12 SUPPLIES/DC	53.98
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				571.24
Vendor: 01368 - CIVICPLUS				
08/06/2024	APA001172	CIVICPLUS	JUL'24-JUN'25 WEBSITE FEE	19,937.47
Vendor 01368 - CIVICPLUS Total:				19,937.47
Vendor: 04385 - CONTROL AIR ENTERPRISES LLC				
08/06/2024	APA001173	CONTROL AIR ENTERPRISES LLC	4/12 QTRLY PM SVC/CC	1,622.00
Vendor 04385 - CONTROL AIR ENTERPRISES LLC Total:				1,622.00
Vendor: 04325 - CONVERGINT TECHNOLOGIES LLC				
08/06/2024	APA001174	CONVERGINT TECHNOLOGIES ...	SECURITY SYSTEM CONNECT CITY YARD/WW	800.00
Vendor 04325 - CONVERGINT TECHNOLOGIES LLC Total:				800.00
Vendor: 01395 - COUNTY OF ORANGE				
08/06/2024	APA001207	COUNTY OF ORANGE	FY24/25 LAFCO DUES	2,389.55
Vendor 01395 - COUNTY OF ORANGE Total:				2,389.55
Vendor: 01416 - CRYSTAL WILKERSON				
08/06/2024	2165	CRYSTAL WILKERSON	7/30 VISION CLM	99.59
08/06/2024	2165	CRYSTAL WILKERSON	7/30 VISION CLM	149.39
Vendor 01416 - CRYSTAL WILKERSON Total:				248.98
Vendor: 05005 - ENIKO BERDITCHEVSKI				
08/06/2024	APA001164	ENIKO BERDITCHEVSKI	12683 DAY CAMP RFD	145.00
Vendor 05005 - ENIKO BERDITCHEVSKI Total:				145.00
Vendor: 04787 - ENTERPRISE FM TRUST				
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 LEASE PMT/LP-57	672.79
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 MAINT MGMT/PW&WTR	84.00
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 LEASE PMT/LP-58	679.38
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 LEASE PMT/LP-56	814.61
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 LEASE PMT/LP-61	1,226.70
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 LEASE PMT/LP-63	1,375.74
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 LEASE PMT/LP-62	1,220.47
08/06/2024	APA001175	ENTERPRISE FM TRUST	JUL'24 LEASE PMT/LP-60	658.26
Vendor 04787 - ENTERPRISE FM TRUST Total:				6,731.95
Vendor: 05399 - ENTRY SYSTEMS				
08/06/2024	APA001176	ENTRY SYSTEMS	7/11 GATE REMOTES	232.39
Vendor 05399 - ENTRY SYSTEMS Total:				232.39
Vendor: 05631 - ERIEL UY				
08/06/2024	APA001177	ERIEL UY	6/29 PAVILION DEPOSIT RFD	200.00
Vendor 05631 - ERIEL UY Total:				200.00
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
08/06/2024	APA001178	FEDERAL EXPRESS CORPORAT...	6/27 PRIORITY MAIL/PD	9.75
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				9.75
Vendor: 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING				
07/17/2024	DFT0008962	FLEETCOR TECHNOLOGIES INC...	7/15 GASOLINE/PD	487.92
07/17/2024	DFT0008962	FLEETCOR TECHNOLOGIES INC...	7/15 GASOLINE/PW	14.92
07/17/2024	DFT0008962	FLEETCOR TECHNOLOGIES INC...	7/15 GASOLINE REBATE	-3.31
Vendor 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING Total:				499.53
Vendor: 01631 - FRANCHISE TAX BOARD				
07/25/2024	DFT0008979	FRANCHISE TAX BOARD	State Tax Withholding	15,172.48
Vendor 01631 - FRANCHISE TAX BOARD Total:				15,172.48
Vendor: 01649 - GALLS - QUARTERMASTER				
08/06/2024	APA001181	GALLS - QUARTERMASTER	6/18 (2)NAMEPLATES/PD	25.08
Vendor 01649 - GALLS - QUARTERMASTER Total:				25.08

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Vendor: 01669 - GLOBALSTAR USA				
08/06/2024	APA001182	GLOBALSTAR USA	7/16 #254-241-0048&49/PD	174.60
Vendor 01669 - GLOBALSTAR USA Total:				174.60
Vendor: 01684 - GRAINGER				
08/06/2024	APA001183	GRAINGER	7/9 PATROL SUPPLIES/PD	1,285.97
Vendor 01684 - GRAINGER Total:				1,285.97
Vendor: 01709 - HARTZOG & CRABILL INC				
08/06/2024	APA001184	HARTZOG & CRABILL INC	JUN'24 TRAFFIC ENG SVC/PW	1,917.50
Vendor 01709 - HARTZOG & CRABILL INC Total:				1,917.50
Vendor: 01695 - HDL COREN & CONE				
08/06/2024	APA001185	HDL COREN & CONE	JUL-SEP'24 PROPERTY TAX SVSC	2,035.01
08/06/2024	APA001185	HDL COREN & CONE	FY23/24 ACFR RPT SVCS	695.00
Vendor 01695 - HDL COREN & CONE Total:				2,730.01
Vendor: 05303 - HEALTH AND HUMAN RESOURCES CENTER INC				
08/06/2024	APA001186	HEALTH AND HUMAN RESOU...	AUG'24 EAP	129.60
Vendor 05303 - HEALTH AND HUMAN RESOURCES CENTER INC Total:				129.60
Vendor: 01727 - HINDERLITER DE LLAMAS & ASSOC				
08/06/2024	APA001189	HINDERLITER DE LLAMAS & A...	Q4 APR-JUN'24 TRANS & USE TAX SVCS	300.00
08/06/2024	APA001189	HINDERLITER DE LLAMAS & A...	JUL-SEP'24 SALES TAX SVCS	1,367.76
Vendor 01727 - HINDERLITER DE LLAMAS & ASSOC Total:				1,667.76
Vendor: 02642 - HOME DEPOT				
07/17/2024	APA001142	HOME DEPOT	6/25 SUPPLIES/TT	206.78
07/17/2024	APA001142	HOME DEPOT	6/26 SUPPLIES/JUL4RUN	75.40
08/06/2024	APA001190	HOME DEPOT	SUPPLIES	114.71
08/06/2024	APA001190	HOME DEPOT	7/3 SUPPLIES/JUL4RUN	27.11
08/06/2024	APA001190	HOME DEPOT	7/2 SUPPLIES/WTR	55.95
08/06/2024	APA001190	HOME DEPOT	7/2 SUPPLIES/JUL4RUN	80.68
08/06/2024	APA001190	HOME DEPOT	7/2 SUPPLIES/JUL4RUN	165.15
08/06/2024	APA001190	HOME DEPOT	7/10 SUPPLIES/JUL4RUN	111.18
08/06/2024	APA001190	HOME DEPOT	6/27 SUPPLIES/FURNITURE & FIXTURES	252.28
Vendor 02642 - HOME DEPOT Total:				1,089.24
Vendor: 05629 - HUY PHAM				
08/06/2024	APA001191	HUY PHAM	12739 MARTIAL ARTS RFD	120.00
08/06/2024	APA001191	HUY PHAM	12739 MARTIAL ARTS RFD	120.00
08/06/2024	APA001191	HUY PHAM	12739 MARTIAL ARTS RFD	120.00
Vendor 05629 - HUY PHAM Total:				360.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
07/25/2024	DFT0008978	INTERNAL REVENUE SERVICE	Federal Tax Withholding	33,547.37
07/25/2024	DFT0008980	INTERNAL REVENUE SERVICE	Medicare	8,964.34
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				42,511.71
Vendor: 04811 - JASMINE HENRY				
08/06/2024	APA001187	JASMINE HENRY	6/30 COMM CTR DEPOSIT RFD	300.00
Vendor 04811 - JASMINE HENRY Total:				300.00
Vendor: 05481 - JASON HONG				
08/06/2024	2162	JASON HONG	6/21 VISION CLM	150.00
08/06/2024	2162	JASON HONG	6/21 VISION CLM	90.00
08/06/2024	2162	JASON HONG	6/21 VISION CLM	60.00
Vendor 05481 - JASON HONG Total:				300.00
Vendor: 05240 - JEANNETTE DE LEON				
07/17/2024	APA001141	JEANNETTE DE LEON	SOFTBALL FIELD MAINT/CP	1,212.75
Vendor 05240 - JEANNETTE DE LEON Total:				1,212.75

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Vendor: 01856 - JESSE AMEND				
08/06/2024	2158	JESSE AMEND	'25 WELLNESS REIMB/PD CAPT	445.87
			Vendor 01856 - JESSE AMEND Total:	445.87
Vendor: 01888 - JOSE GUERRERO				
08/06/2024	2161	JOSE GUERRERO	7/27 VISION CLM	100.00
			Vendor 01888 - JOSE GUERRERO Total:	100.00
Vendor: 03684 - JUSTIN BRAASCH				
08/06/2024	2159	JUSTIN BRAASCH	7/12 VISION CLM	300.00
			Vendor 03684 - JUSTIN BRAASCH Total:	300.00
Vendor: 01959 - KONICA MINOLTA PREMIER				
08/06/2024	APA001192	KONICA MINOLTA PREMIER	7/15-8/14 COPIER RENTAL/CH,PD,REC	598.50
			Vendor 01959 - KONICA MINOLTA PREMIER Total:	598.50
Vendor: 01973 - L A U S D-PERSONNEL COMMISSION				
08/06/2024	APA001193	L A U S D-PERSONNEL COMMI...	7/8 BILINGUAL TEST/(1)PD	90.00
			Vendor 01973 - L A U S D-PERSONNEL COMMISSION Total:	90.00
Vendor: 01975 - L P G E A				
07/25/2024	39610	L P G E A	LPGEA Dues Withheld	198.00
			Vendor 01975 - L P G E A Total:	198.00
Vendor: 01976 - L P P E A				
07/25/2024	39611	L P P E A	LPPEA Dues Withheld	75.00
			Vendor 01976 - L P P E A Total:	75.00
Vendor: 01980 - LA PALMA CAR WASH				
08/06/2024	APA001194	LA PALMA CAR WASH	6/3-6/27 CAR WASH/PD	782.00
			Vendor 01980 - LA PALMA CAR WASH Total:	782.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL				
08/06/2024	APA001195	LA PALMA INTERCOMMUNITY...	JUN'24 MEALS ON WHEELS	555.00
			Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:	555.00
Vendor: 01985 - LA PALMA KIWANIS FOUNDATION				
08/06/2024	APA001196	LA PALMA KIWANIS FOUNDAT...	BREAKFAST TICKETS/JUL4RUN	2,240.00
			Vendor 01985 - LA PALMA KIWANIS FOUNDATION Total:	2,240.00
Vendor: 01988 - LA PALMA POLICE ASSN				
07/25/2024	39613	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,347.72
			Vendor 01988 - LA PALMA POLICE ASSN Total:	1,347.72
Vendor: 03208 - LAURA FUCHINO-ALLEN				
08/06/2024	APA001180	LAURA FUCHINO-ALLEN	7/7 PAVILION DEPOSIT RFD	200.00
			Vendor 03208 - LAURA FUCHINO-ALLEN Total:	200.00
Vendor: 04657 - LISA AMSELL				
07/17/2024	APA001139	LISA AMSELL	6/1/29 MARTIAL ARTS	97.50
			Vendor 04657 - LISA AMSELL Total:	97.50
Vendor: 02039 - LIZ PARKER				
08/06/2024	APA001211	LIZ PARKER	FALL'24 BROCHURE/REC	6,020.00
			Vendor 02039 - LIZ PARKER Total:	6,020.00
Vendor: 04380 - MANHATTAN STITCHING				
08/06/2024	APA001197	MANHATTAN STITCHING	6/13 (53)UNIFORMS/REC	856.61
08/06/2024	APA001197	MANHATTAN STITCHING	6/13 (644)SHIRTS/JUL4RUN	5,719.37
08/06/2024	APA001197	MANHATTAN STITCHING	7/1 (30)SHIRTS/JUL4RUN	506.43
08/06/2024	APA001197	MANHATTAN STITCHING	7/18 SHIRT/MYR	60.34
			Vendor 04380 - MANHATTAN STITCHING Total:	7,142.75
Vendor: 05298 - MARINA GRAPHIC CENTER INC				
08/06/2024	APA001198	MARINA GRAPHIC CENTER INC	FY24/25 (25)BUDGET BOOK/FIN	3,225.53
			Vendor 05298 - MARINA GRAPHIC CENTER INC Total:	3,225.53

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Vendor: 05632 - MARIO VICTA				
08/06/2024	39618	MARIO VICTA	7/6 PAVILION DEPOSIT RFD	200.00
Vendor 05632 - MARIO VICTA Total:				200.00
Vendor: 03543 - MARION CUBERO				
08/06/2024	2160	MARION CUBERO	4/19 DENTAL CLM	222.06
Vendor 03543 - MARION CUBERO Total:				222.06
Vendor: 03125 - MAY SPENCE				
08/06/2024	2164	MAY SPENCE	FY23/24 BANK MLG...	84.04
Vendor 03125 - MAY SPENCE Total:				84.04
Vendor: 02183 - MINUTEMAN PRESS				
08/06/2024	APA001199	MINUTEMAN PRESS	7/1 (6)SIGNS/JUL4RUN	228.38
08/06/2024	APA001199	MINUTEMAN PRESS	7/11 (500) PROGRAMS/JUL4RUN	706.88
Vendor 02183 - MINUTEMAN PRESS Total:				935.26
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
07/25/2024	APA001149	MISSION SQUARE - PLAN 302...	Deferred Comp	1,173.07
07/25/2024	APA001149	MISSION SQUARE - PLAN 302...	Deferred Comp	2,294.23
07/25/2024	APA001149	MISSION SQUARE - PLAN 302...	Deferred Comp	2,630.75
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,098.05
Vendor: 05633 - MONICA CHEN				
08/06/2024	APA001200	MONICA CHEN	6/30 PAVILION DEPOSIT RFD	200.00
Vendor 05633 - MONICA CHEN Total:				200.00
Vendor: 02201 - MUNICIPAL WATER DISTRICT OF				
08/06/2024	39619	MUNICIPAL WATER DISTRICT ...	JUN'24 WTR RTS CHARGE	1,084.56
08/06/2024	39619	MUNICIPAL WATER DISTRICT ...	JUN'24 CAPACITY CHARGE/WTR	500.72
Vendor 02201 - MUNICIPAL WATER DISTRICT OF Total:				1,585.28
Vendor: 02203 - MYERS STEVENS & TOOHEY & CO INC				
08/06/2024	APA001201	MYERS STEVENS & TOOHEY &...	AUG'24 LTD/PD	650.30
Vendor 02203 - MYERS STEVENS & TOOHEY & CO INC Total:				650.30
Vendor: 05615 - NAGAJA PENUMARITHI				
08/06/2024	APA001213	NAGAJA PENUMARITHI	12683 DAY CAMP RFD	152.00
08/06/2024	APA001213	NAGAJA PENUMARITHI	12685 DAY CAMP RFD	152.00
08/06/2024	APA001213	NAGAJA PENUMARITHI	12686 DAY CAMP RFD	152.00
08/06/2024	APA001213	NAGAJA PENUMARITHI	12686 LESS CANCELLATION FEE	-11.00
08/06/2024	APA001213	NAGAJA PENUMARITHI	12684 DAY CAMP RFD	152.00
Vendor 05615 - NAGAJA PENUMARITHI Total:				597.00
Vendor: 02228 - NEXT DAY SIGNS				
08/06/2024	APA001202	NEXT DAY SIGNS	6/26 (2)SIGNS/CP	572.50
Vendor 02228 - NEXT DAY SIGNS Total:				572.50
Vendor: 05630 - NICOLAS DURAN				
08/06/2024	APA001203	NICOLAS DURAN	12626 BASKETBALL RFD	116.00
Vendor 05630 - NICOLAS DURAN Total:				116.00
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
08/06/2024	APA001204	OCCUPATIONAL HEALTH CEN...	7/12 EMPL PHYS/(1)PW-FT	882.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				882.00
Vendor: 03406 - OPENGOV INC				
08/06/2024	APA001205	OPENGOV INC	JUL'24-JUN'25 PW CARTEGRAPH SFTWRE	13,610.00
08/06/2024	APA001205	OPENGOV INC	JUL'24-JUN'25 PW CARTEGRAPH SFTWRE	10,888.00
08/06/2024	APA001205	OPENGOV INC	JUL'24-JUN'25 PW CARTEGRAPH SFTWRE	2,722.00
08/06/2024	APA001205	OPENGOV INC	FY24/25 OPENGOV PLN ESRI ARCGIS SFTWRE	57,140.00
Vendor 03406 - OPENGOV INC Total:				84,360.00

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Vendor: 02260 - ORANGE COUNTY COUNCIL OF GOV				
08/06/2024	APA001206	ORANGE COUNTY COUNCIL OF..	FY24/25 CDR DEMOGRAPHIC SVCS	1,780.34
08/06/2024	APA001206	ORANGE COUNTY COUNCIL OF..	FY24/25 OCCOG DUES	3,477.51
Vendor 02260 - ORANGE COUNTY COUNCIL OF GOV Total:				5,257.85
Vendor: 02270 - ORANGE COUNTY WATER DISTRICT				
07/29/2024	39614	ORANGE COUNTY WATER DIS...	JAN-JUN'24 WTR PRODUCTION/CY	263,203.20
07/29/2024	39614	ORANGE COUNTY WATER DIS...	JAN-JUN'24 WTR PRODUCTION/WW	170,601.60
Vendor 02270 - ORANGE COUNTY WATER DISTRICT Total:				433,804.80
Vendor: 02277 - P A R S				
08/06/2024	APA001208	P A R S	MAY'24 PARS ADM SVCS	397.67
Vendor 02277 - P A R S Total:				397.67
Vendor: 02280 - P E R S - MEDICAL				
07/18/2024	DFT0008963	P E R S - MEDICAL	AUG'24 HEALTH PREMIUM ADM FEE/FT	108.15
07/18/2024	DFT0008963	P E R S - MEDICAL	AUG'24 HEALTH PLAN PREMIUM/RET	11,242.42
07/18/2024	DFT0008963	P E R S - MEDICAL	AUG'24 HEALTH PREMIUM ADM FEE/RET	56.77
07/18/2024	DFT0008963	P E R S - MEDICAL	AUG'24 HEALTH PLAN PREMIUM/FT	45,062.89
Vendor 02280 - P E R S - MEDICAL Total:				56,470.23
Vendor: 02279 - P E R S RETIREMENT				
07/25/2024	DFT0008965	P E R S RETIREMENT	CalPERS Employee Contribution	1,938.17
07/25/2024	DFT0008966	P E R S RETIREMENT	CalPERS Employer Contribution	3,881.18
07/25/2024	DFT0008967	P E R S RETIREMENT	CalPERS Employee Contribution	1,690.69
07/25/2024	DFT0008968	P E R S RETIREMENT	CalPERS Employer Contribution	2,451.51
07/25/2024	DFT0008969	P E R S RETIREMENT	CalPERS Employee Contribution	3,927.09
07/25/2024	DFT0008970	P E R S RETIREMENT	CalPERS Employer Contribution	3,987.89
07/25/2024	DFT0008971	P E R S RETIREMENT	CalPERS Employee Contribution	2,381.91
07/25/2024	DFT0008972	P E R S RETIREMENT	CalPERS Employer Contribution	7,754.44
07/25/2024	DFT0008973	P E R S RETIREMENT	CalPERS Employee Contribution	395.69
07/25/2024	DFT0008974	P E R S RETIREMENT	CalPERS Employer Contribution	1,022.57
07/25/2024	DFT0008975	P E R S RETIREMENT	CalPERS Employee Contribution	7,363.18
07/25/2024	DFT0008976	P E R S RETIREMENT	CalPERS Employer Contribution	7,344.39
07/25/2024	DFT0008977	P E R S RETIREMENT	Employee Survivor Contribution Amount	46.50
Vendor 02279 - P E R S RETIREMENT Total:				44,185.21
Vendor: 02286 - PACIFIC COAST RACE TIMING				
08/06/2024	APA001209	PACIFIC COAST RACE TIMING	7/4 FITNESS RUN TIMING/JUL4RUN	2,625.14
Vendor 02286 - PACIFIC COAST RACE TIMING Total:				2,625.14
Vendor: 02290 - PACIFIC TELEMAGEMENT SVCS				
08/06/2024	APA001210	PACIFIC TELEMAGEMENT S...	8/1#739-9846 PAYPHONE/PD	78.00
Vendor 02290 - PACIFIC TELEMAGEMENT SVCS Total:				78.00
Vendor: 05636 - PAUL WU				
08/06/2024	APA001212	PAUL WU	6/30 PAVILION DEPOSIT RFD	100.00
Vendor 05636 - PAUL WU Total:				100.00

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Vendor: 02338 - PRINT N COPY CENTER				
08/06/2024	APA001214	PRINT N COPY CENTER	(4400)JULY/AUG '24 SOURCE NEWSLETTER/PD	609.34
Vendor 02338 - PRINT N COPY CENTER Total:				609.34
Vendor: 02343 - PRO FORCE LAW ENFORCEMENT				
08/06/2024	APA001215	PRO FORCE LAW ENFORCEME...	7/3 (36)FIXED NSITE SET/PD	2,576.86
Vendor 02343 - PRO FORCE LAW ENFORCEMENT Total:				2,576.86
Vendor: 02365 - RAE RAMOS				
08/06/2024	APA001216	RAE RAMOS	7/27 LESS CANCELLATION FEE	-11.00
08/06/2024	APA001216	RAE RAMOS	7/27 GAZEBO RNTL RFD	80.00
08/06/2024	APA001216	RAE RAMOS	7/27 GAZEBO DEPOSIT RFD	100.00
Vendor 02365 - RAE RAMOS Total:				169.00
Vendor: 04831 - RAY HIDALGO				
08/06/2024	APA001188	RAY HIDALGO	4/7-6/30 COMM CTR DEPOSIT RFD	800.00
Vendor 04831 - RAY HIDALGO Total:				800.00
Vendor: 05137 - READWRITE EDUCATIONAL SOLUTIONS INC.				
07/17/2024	APA001144	READWRITE EDUCATIONAL SO...	6/10-26 READING DEVELOPMENT	173.55
07/17/2024	APA001144	READWRITE EDUCATIONAL SO...	6/10-26 READING DEVELOPMENT	57.85
07/17/2024	APA001144	READWRITE EDUCATIONAL SO...	6/10-26 MATH DEVELOPMENT	115.70
08/06/2024	APA001217	READWRITE EDUCATIONAL SO...	7/1-7/17 READING DEVELOPMENT	231.40
08/06/2024	APA001217	READWRITE EDUCATIONAL SO...	7/1-7/17 READING DEVELOPMENT	57.85
08/06/2024	APA001217	READWRITE EDUCATIONAL SO...	7/1-7/17 MAT...	231.40
Vendor 05137 - READWRITE EDUCATIONAL SOLUTIONS INC. Total:				867.75
Vendor: 04671 - REMARKABLE MOVIE NIGHTS				
08/06/2024	39620	REMARKABLE MOVIE NIGHTS	8/9 CENTRAL PARK CINEMA/REC	899.00
08/06/2024	39621	REMARKABLE MOVIE NIGHTS	8/23 CENTRAL PARK CINEMA/REC	899.00
08/06/2024	39622	REMARKABLE MOVIE NIGHTS	8/16 CENTRAL PARK CINEMA/REC	899.00
08/06/2024	39623	REMARKABLE MOVIE NIGHTS	8/30 CENTRAL PARK CINEMA/REC	899.00
Vendor 04671 - REMARKABLE MOVIE NIGHTS Total:				3,596.00
Vendor: 05628 - RYAN CARLSEN				
08/06/2024	APA001218	RYAN CARLSEN	12686 DAY CAMP RFD	152.00
08/06/2024	APA001218	RYAN CARLSEN	12686 DAY CAMP RFD	152.00
08/06/2024	APA001218	RYAN CARLSEN	12686 LESS CANCELLATION FEE	-11.00
Vendor 05628 - RYAN CARLSEN Total:				293.00
Vendor: 04841 - SDI PRESENCE LLC				
08/06/2024	APA001219	SDI PRESENCE LLC	JUN'24 IT SVCS	7,698.00
08/06/2024	APA001219	SDI PRESENCE LLC	JUN'24 DUO LICENSES	97.35
08/06/2024	APA001219	SDI PRESENCE LLC	JUN'24 PROOFPOINT	65.00
08/06/2024	APA001219	SDI PRESENCE LLC	JUN'24 ADD'L IT SVCS	4,680.21
Vendor 04841 - SDI PRESENCE LLC Total:				12,540.56
Vendor: 02876 - SHRED-IT				
08/06/2024	APA001220	SHRED-IT	6/18 SHREDDING SVC/CH	92.56
Vendor 02876 - SHRED-IT Total:				92.56
Vendor: 05204 - SKYHAWKS SPORTS ACADEMY LLC				
08/06/2024	APA001221	SKYHAWKS SPORTS ACADEMY...	7/15-7/19 BASKETBALL CAMP	245.70
Vendor 05204 - SKYHAWKS SPORTS ACADEMY LLC Total:				245.70
Vendor: 02535 - SMART & FINAL				
07/17/2024	APA001145	SMART & FINAL	6/26 SUPPLIES/REC	61.36
07/17/2024	APA001145	SMART & FINAL	6/24 SUPPLIES/DC	58.14

Warrant Register

Payable Dates: 7/17/2024 - 8/6/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
07/17/2024	APA001145	SMART & FINAL	6/24 SUPPLIES/REC	32.31
07/17/2024	APA001145	SMART & FINAL	6/24 SUPPLIES/REC	28.70
08/06/2024	APA001222	SMART & FINAL	7/9 SUPPLIES/REC	104.90
08/06/2024	APA001222	SMART & FINAL	7/1 SUPPLIES/JUL4RUN	121.67
08/06/2024	APA001222	SMART & FINAL	7/1 SUPPLIES/JUL4RUN	81.00
08/06/2024	APA001222	SMART & FINAL	7/3 SUPPLIES/JUL4RUN	340.02
08/06/2024	APA001222	SMART & FINAL	7/17 SUPPLIES/EMPL RECOG	71.71
08/06/2024	APA001222	SMART & FINAL	7/3 SUPPLIES/JUL4RUN	121.44
08/06/2024	APA001222	SMART & FINAL	7/2 SUPPLIES/JUL4RUN	63.06
Vendor 02535 - SMART & FINAL Total:				1,084.31
Vendor: 04797 - SMART CIENEGA LLC				
08/06/2024	APA001223	SMART CIENEGA LLC	AUG'24 CAM & INS/5414LP	435.00
Vendor 04797 - SMART CIENEGA LLC Total:				435.00
Vendor: 02640 - SO CAL GAS COMPANY				
08/06/2024	39616	SO CAL GAS COMPANY	7/31 8415 MEADOWLARK/BOOSTER	15.78
08/06/2024	39616	SO CAL GAS COMPANY	7/31 8441 MOODY/CY	37.59
08/06/2024	39616	SO CAL GAS COMPANY	7/31 7821 WALKER/REAR GEN	28.01
08/06/2024	39616	SO CAL GAS COMPANY	7/31 7792 WALKER/PD	851.97
Vendor 02640 - SO CAL GAS COMPANY Total:				933.35
Vendor: 02543 - SO CAL INDUSTRIES LLC				
08/06/2024	APA001224	SO CAL INDUSTRIES LLC	RESTROOM RNTL/JUL4RUN	734.06
Vendor 02543 - SO CAL INDUSTRIES LLC Total:				734.06
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/11 8172 MOODY/WINDSONG TC1	130.30
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/11 7502 WALKER/HOUSTON TC1	74.48
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 MOODY/SHARON SIGNAL	73.79
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 5002 HOUSTON	82.28
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 E/S V V/ORANGETHORPE SGNL	95.54
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 LP/REDFORD SIGNAL	74.76
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 5498 LA PALMA TC1	97.82
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 LP/WALKER SIGNAL	48.07
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 MOODY/LA LUNA SIGNAL	27.67
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 5001 CRESCENT SIGNAL	92.72
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 7903 WALKER/REC SIGNAL	61.41
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 LP/MOODY SIGNAL	92.23
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 S/S ORANGETHORPE/V V SIGNAL	79.61
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 8231-1/2 WALKER	58.01
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 7701 WALKER/HOSPITAL SIGNAL	91.99
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 WALKER/183RD SIGNAL	64.57
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 LP/DENNI SIGNAL	90.54
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 8171 WALKER/LA LUNA SIGNAL	71.60
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/8 MISC ELECTR FEE	14.71
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/15 6998 WALKER TC1	123.53
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/19 7831 WALKER/CP	284.16
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/17 7701 BARBI/PED	31.48
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/26 5712 LA PALMA TC1	67.19
08/06/2024	39624	SOUTHERN CALIFORNIA EDIS...	7/30 8415 MEADOWLARK/BSTR	16,807.44
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				18,735.90
Vendor: 02558 - SOUTHWEST PATROL INC				
08/06/2024	APA001225	SOUTHWEST PATROL INC	7/3-4 SECURITY SVCS/JUL4RUN	475.00
Vendor 02558 - SOUTHWEST PATROL INC Total:				475.00

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Payable Dates: 7/17/2024 - 8/6/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02703 - SPOK				
08/06/2024	APA001226	SPOK	MAY'24 PAGER SVC/MAINT	25.41
08/06/2024	APA001226	SPOK	MAY'24 PAGER SVC/WTR	25.41
08/06/2024	APA001226	SPOK	JUL'24 PAGER SVC/MAINT	25.44
08/06/2024	APA001226	SPOK	JUL'24 PAGER SVC/WTR	25.44
08/06/2024	APA001226	SPOK	JUN'24 PAGER SVC/MAINT	25.41
08/06/2024	APA001226	SPOK	JUN'24 PAGER SVC/WTR	25.41
Vendor 02703 - SPOK Total:				152.52
Vendor: 05626 - SRITY BAJORIA				
08/06/2024	APA001227	SRITY BAJORIA	12683 DAY CAMP RFD	152.00
08/06/2024	APA001227	SRITY BAJORIA	12683 LESS CANCELLATION FEE	-11.00
Vendor 05626 - SRITY BAJORIA Total:				141.00
Vendor: 04365 - STACEY ADAIR				
08/06/2024	APA001153	STACEY ADAIR	6/28 PAVILION DEPOSIT RFD	200.00
Vendor 04365 - STACEY ADAIR Total:				200.00
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
07/17/2024	APA001146	STAPLES BUSINESS ADVANTA...	6/18 OFFICE SUPPLIES/REC	85.14
07/17/2024	APA001146	STAPLES BUSINESS ADVANTA...	6/18 OFFICE SUPPLIES/REC	34.75
07/17/2024	APA001146	STAPLES BUSINESS ADVANTA...	6/19 OFFICE SUPPLIES/REC	40.79
07/17/2024	APA001146	STAPLES BUSINESS ADVANTA...	6/22 OFFICE SUPPLIES/PW	340.33
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	6/27 OFFICE SUPPLIES/REC	180.74
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	6/27 OFFICE SUPPLIES/JUL4RUN	85.10
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/2 OFFICE SUPPLIES/PD	205.29
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/6 OFFICE SUPPLIES/CD	337.11
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/6 OFFICE SUPPLIES/CD	53.73
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/6 OFFICE SUPPLIES/PD	47.73
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/10 KITCHEN SUPPLIES/CH	88.01
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/10 CLERK SUPPLIES/GG	70.63
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/11 PATROL SUPPLIES/PD	244.79
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/11 KITCHEN SUPPLIES/PD	43.07
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/11 PATROL SUPPLIES/PD	49.39
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/10 KITCHEN SUPPLIES/PD	57.32
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/12 EMG PREP SUPPLIES/PD	22.09
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/12 OFFICE SUPPLIES/PD	118.64
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/13 OFFICE SUPPLIES/PD	188.53
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/27 OFFICE SUPPLIES/ADM	5.28
08/06/2024	APA001229	STAPLES BUSINESS ADVANTA...	7/27 KITCHEN SUPPLIES/CH	162.39
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				2,460.85
Vendor: 02590 - SUN BADGE COMPANY				
08/06/2024	APA001230	SUN BADGE COMPANY	RPR BADGE/PD	91.48
Vendor 02590 - SUN BADGE COMPANY Total:				91.48
Vendor: 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC				
07/17/2024	APA001143	TAN NGUYEN OR WEST GROVE..	6/2-23 ADV VOLLEYBALL	63.70
07/17/2024	APA001143	TAN NGUYEN OR WEST GROVE..	6/2-23 INT VOLLEYBALL	63.70
Vendor 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC Total:				127.40
Vendor: 05605 - TBL TRAINING AND GEAR LLC				
08/06/2024	APA001231	TBL TRAINING AND GEAR LLC	7/16 (25)HOLOSUN HAND GUN OPTICS/PD	9,438.63
Vendor 05605 - TBL TRAINING AND GEAR LLC Total:				9,438.63
Vendor: 02654 - THE STANDARD				
08/06/2024	APA001228	THE STANDARD	JUL'24 LTD NS PREM/MISC EMPL	909.65
08/06/2024	APA001228	THE STANDARD	JUL'24 LIFE INS PREM/ALL EMPL	727.25
Vendor 02654 - THE STANDARD Total:				1,636.90

Warrant Register

Payable Dates: 7/17/2024 - 8/6/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02655 - THE WORKSHOP				
08/06/2024	APA001237	THE WORKSHOP	6/27 (750)BUSINESS CARDS/PD	156.27
Vendor 02655 - THE WORKSHOP Total:				156.27
Vendor: 02700 - TYLER TECHNOLOGIES INC				
08/06/2024	APA001232	TYLER TECHNOLOGIES INC	FY24/25 CRASH REPORT SOFTWARE MAINT/PD	148.88
Vendor 02700 - TYLER TECHNOLOGIES INC Total:				148.88
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
07/25/2024	APA001150	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	1,526.42
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				1,526.42
Vendor: 04984 - ULINE INC				
07/17/2024	APA001147	ULINE INC	6/10 (1)SUNSCREEN/DC	186.69
Vendor 04984 - ULINE INC Total:				186.69
Vendor: 03123 - UNIFORM DEPOT INC				
08/06/2024	APA001233	UNIFORM DEPOT INC	7/8 EXPLORER UNIFORM/PD	203.45
08/06/2024	APA001233	UNIFORM DEPOT INC	7/9 EXPLORER UNIFORM/PD	203.45
08/06/2024	APA001233	UNIFORM DEPOT INC	7/9 EXPLORER UNIFORM/PD	164.03
08/06/2024	APA001233	UNIFORM DEPOT INC	5/23 EXPLORER SUPPLIES/PD	65.43
Vendor 03123 - UNIFORM DEPOT INC Total:				636.36
Vendor: 04645 - VARTANIAN ON WHEELS				
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 20	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 22	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 59	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 63	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 32	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 61	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 62	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 56	95.00
08/06/2024	APA001234	VARTANIAN ON WHEELS	7/3 QRTLY BIT INSPECTION/LP- 33	95.00
Vendor 04645 - VARTANIAN ON WHEELS Total:				855.00
Vendor: 04008 - VERITIV OPERATING COMPANY				
08/06/2024	APA001235	VERITIV OPERATING COMPANY	7/3 JANITORIAL FUEL SURCHARGE/PW	16.31
Vendor 04008 - VERITIV OPERATING COMPANY Total:				16.31
Vendor: 02742 - VERIZON WIRELESS				
07/17/2024	APA001148	VERIZON WIRELESS	6/16 CELL PHONES/REC	29.66
07/17/2024	APA001148	VERIZON WIRELESS	6/16 MACHINE TO MACHINE	150.20
Vendor 02742 - VERIZON WIRELESS Total:				179.86
Vendor: 05593 - WATERWORKFORCE				
08/06/2024	APA001236	WATERWORKFORCE	JUN'24 WATER CONSULTING SVC/PW	9,375.00
Vendor 05593 - WATERWORKFORCE Total:				9,375.00
Vendor: 05547 - YOUNGHEE CHOE				
08/06/2024	APA001170	YOUNGHEE CHOE	7/21 GAZEBO DEPOSIT RFD	100.00
08/06/2024	APA001170	YOUNGHEE CHOE	7/21 LESS CANCELLATION FEE	-11.00
08/06/2024	APA001170	YOUNGHEE CHOE	7/21 GAZEBO RNTL RFD	90.00
Vendor 05547 - YOUNGHEE CHOE Total:				179.00
Grand Total:				958,431.72

8/6/2024

CITY OF LA PALMA

Fund Department Account	GL Number Description		Vendor Name	Check Number	Original Check Date	Invoice Description	Invoice Amount	Check Total Amount
001-170-5650-00000	LIFE/DISABILITY INSURANCE	1	PERS	APA001108	07/16/24	FY SUVIVOR BENEITS/T1-3&SFTYT1-3	3,177.20	\$3,177.20
001-340-6000-34046	PROF CONTRACT SVCS-CAB	1	RIL AUDIO VISUAL	APA01112	07/16/24	7/18 SOUND/PARK CONCERTS	1,450.00	\$1,450.00
001-340-6000-34046	PROF CONTRACT SVCS-CAB	1	RIL AUDIO VISUAL	APA01113	07/16/24	7/25 SOUND/PARK CONCERTS	1,450.00	\$1,450.00
001-340-6000-34046	PROF CONTRACT SVCS-CAB	1	RIL AUDIO VISUAL	APA01114	07/16/24	8/1 SOUND/PARK CONCERTS	1,450.00	\$1,450.00
011-410-6930-41020	ELECTRIC-TRAFFICE SGNLS	1	SOUTHERN CA EDISON	39590	07/02/24	5/7-6/25 TRAFFIC SGNL ELECTRIC	2,988.31	2,988.31
001-340-6000-34046	PROF CONTRACT SVCS-CAB	1	TOP ROCK ENTERTAINMENT	39602	07/16/24	7/18 CONCERTS IN THE PARK	3,000.00	3,000.00

TOTAL AMOUNT VOIDED

\$13,515.51

City of La Palma

Agenda Item No. 4



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Fourth Quarter Cash and Investment Report, Fiscal Year 2024-2025

RECOMMENDED ACTION:

It is recommended that the City Council receive and file the Cash and Investment Report for the fourth quarter of Fiscal Year 2024-25.

BACKGROUND:

None.

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 exposure to risk 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 June 30, 2024, is as follows:

Short-Term Operating Requirements

- Monies held in demand deposit accounts and cash on hand total \$4,478,941
- Monies held by Corpay total \$219,725
- Monies held in the Local Agency Investment Fund total \$18,712,036
 - Market value totals \$18,643,102
 - LAIF fund effective yield for each month during the quarter:

- 4.272%, month 1
- 4.332%, month 2
- 4.480%, month 3

- LAIF fund average life is 217 days

Managed Portfolio

- Book value totals \$26,290,427
- Market value totals \$26,191,407 per US Bank (custodian) and \$26,184,398 per PFM (investment manager)
 - \$12,896,613 US Treasury Bond/Note (49.26%)
 - \$111,274 Municipal Bond/Note (0.42%)
 - \$2,448,345 Federal Agency Commercial (9.35%)
 - \$5,419,919 Corporate Note (20.70%)
 - \$702,494 Certificates of Deposit (2.68%)
 - \$4,597,764 Asset-Backed Security (17.56%)
 - \$7,989 Money Market (0.03%)
- Yield to maturity (based on cost) is 4.40%
- Yield to maturity (based on market value) is 4.80%
- Weighted average maturity is 830 days
- All investments mature within five years of the quarter-end

Interest Rate Yield

The following table presents U.S. Treasury yields as of June 30, 2024, and for all quarters back to June 30, 2022. Yield rates at the end of the quarter were higher for all maturity levels greater than six months. After raising rates periodically in prior months, the Federal Reserve made no change to interest rates from July 2023 through its meeting in June 2024. The Federal Reserve has announced the intention to lower future interest rates, but not until inflation is moving sustainably towards two percent.

Treasury Yield Curve Rates

Quarter End Date	6 Month	1 Year	2 Year	3 Year	5 Year	10 Year
June 30, 2022	2.51%	2.80%	2.92%	2.99%	3.01%	2.98%
September 30, 2022	3.92%	4.05%	4.22%	4.25%	4.06%	3.83%
December 31, 2022	4.76%	4.73%	4.41%	4.22%	3.99%	3.88%
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%

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 effective yield (4.480%) and the managed portfolio's yield to maturity based on cost (4.40%) were lower than Treasury yield rates for all maturities of three years or less and were higher than all other maturity levels. The managed portfolio's yield to maturity based

on market (4.80%) was lower than Treasury yield rates for maturities of one year and less and was higher than all other maturity levels.

Managed Portfolio Market Value

Until investments are sold, any difference between market and book value is an unrealized gain or loss. During the fourth quarter of Fiscal Year 2023-24, the City's investment managers sold certain investments before their maturity date and realized net losses totaling \$28,170.

For each quarter over the past two years, market values have been below the book value resulting in an unrealized loss at the end of each quarter. The following chart shows the comparison of the managed portfolio's book value versus market value over the past several quarters:

Quarter End Date	Book Value	Market Value per Custodian (US Bank)	Unrealized Gain/(Loss)
March 31, 2022	\$25,874,378	\$25,109,268	(\$765,110)
June 30, 2022	\$25,868,898	\$24,957,488	(\$911,410)
September 30, 2022	\$25,862,890	\$24,627,866	(\$1,235,024)
December 31, 2022	\$25,871,233	\$24,816,260	(\$1,054,973)
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)

ANALYSIS:

None.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Cash and Investment Report – June 30, 2024
2. Cash and Investment Portfolio Book Value by Type Chart – June 30, 2024
3. PFM Funds, Managed Account Detail of Securities Held – June 30, 2024

CITY OF LA PALMA

Cash and Investment Report
June 30, 2024

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	4.550%	\$ 18,712,036	\$ 18,712,036	\$ 18,643,102	LAIF
Various eligible securities	PFM Fund Manager (various issuers)	NA	various	4.400%	26,492,355	26,290,427	26,191,407	US Bank
Deposit accounts	NA	NA	NA	NA	4,471,516	4,471,516	4,471,516	NA
Cash on hand	NA	NA	NA	NA	7,425	7,425	7,425	NA
Funds with Corpay	NA	NA	NA	NA	219,725	219,725	219,725	NA
Total Pooled Deposits and Investments					<u>\$ 49,903,057</u>	<u>\$ 49,701,129</u>	<u>\$ 49,533,175</u>	

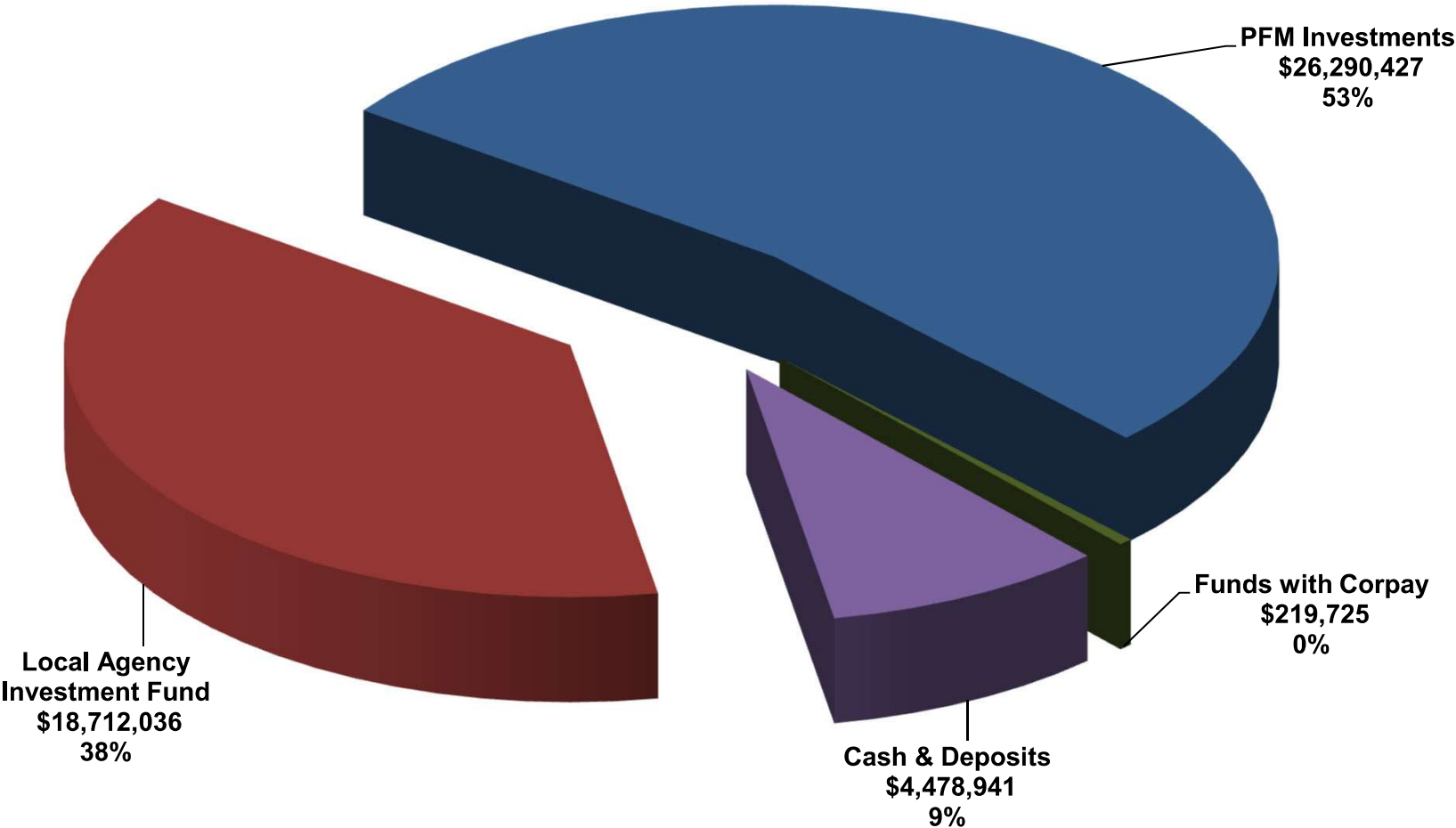
* The City and Successor Agency pool all cash and investments and neither has monies held by a fiscal agent. Amounts from the pool are available to each entity on demand.

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
June 30, 2024





Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
June 30, 2024

CITY OF LA PALMA

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

PFMAM will be closed on 07/04/2024 for Independence Day.

CITY OF LA PALMA
MR. CONAL MCNAMARA
7822 WALKER STREET
LA PALMA, CA 90623

Online Access www.pfmam.com

Customer Service 1-800-338-3383

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFMAM") is an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and 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 Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. 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.

Important Disclosures

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 marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, 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 LLC
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE

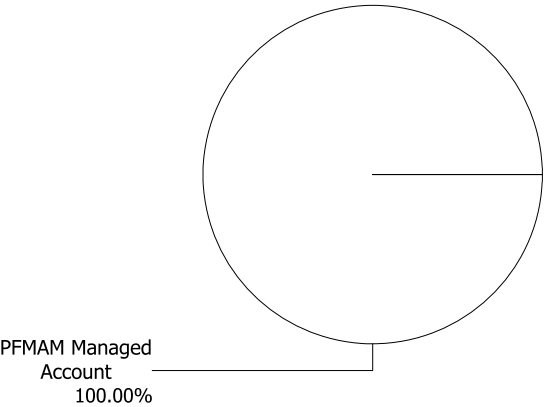
Account Statement - Transaction Summary

For the Month Ending **June 30, 2024**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341

PFMAM Managed Account	
Opening Market Value	26,022,152.48
Purchases	1,592,047.75
Redemptions	(1,495,884.74)
Unsettled Trades	0.00
Change in Value	58,094.30
Closing Market Value	\$26,176,409.79
Cash Dividends and Income	64,175.49

Asset Summary		
	June 30, 2024	May 31, 2024
PFMAM Managed Account	26,176,409.79	26,022,152.48
Total	\$26,176,409.79	\$26,022,152.48
Asset Allocation		



Managed Account Summary Statement

For the Month Ending **June 30, 2024**

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	\$26,022,152.48	Opening Market Value	\$26,022,152.48
Purchases	0.00	Maturities/Calls	(179,983.56)		
Redemptions	0.00	Principal Dispositions	(1,315,901.18)		
		Principal Acquisitions	1,592,047.75		
		Unsettled Trades	0.00		
		Change in Current Value	58,094.30		
Closing Market Value	\$0.00	Closing Market Value	\$26,176,409.79	Closing Market Value	\$26,176,409.79
Dividend	0.00				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	80,189.69	Closing Cash Balance	\$7,988.63
Less Purchased Interest Related to Interest/Coupons	(4,390.00)		
Plus Net Realized Gains/Losses	(11,624.20)		
Total Cash Basis Earnings	\$64,175.49		

Earnings Reconciliation (Accrual Basis)		Managed Account	Total	Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	26,344,711.37	26,344,711.37		Maturities/Calls	65,267.80
Ending Accrued Interest	246,528.38	246,528.38		Sale Proceeds	1,332,335.15
Plus Proceeds from Sales	1,332,335.15	1,332,335.15		Coupon/Interest/Dividend Income	63,487.92
Plus Proceeds of Maturities/Calls/Principal Payments	180,251.36	180,251.36		Principal Payments	114,983.56
Plus Coupons/Dividends Received	63,487.92	63,487.92		Security Purchases	(1,596,437.75)
Less Cost of New Purchases	(1,596,437.75)	(1,596,437.75)		Net Cash Contribution	(2,654.92)
Less Beginning Amortized Value of Securities	(26,255,180.61)	(26,255,180.61)		Reconciling Transactions	0.00
Less Beginning Accrued Interest	(231,437.17)	(231,437.17)			
Dividends	0.00	0.00			
Total Accrual Basis Earnings	\$84,258.65	\$84,258.65			

Portfolio Summary and Statistics

For the Month Ending **June 30, 2024**

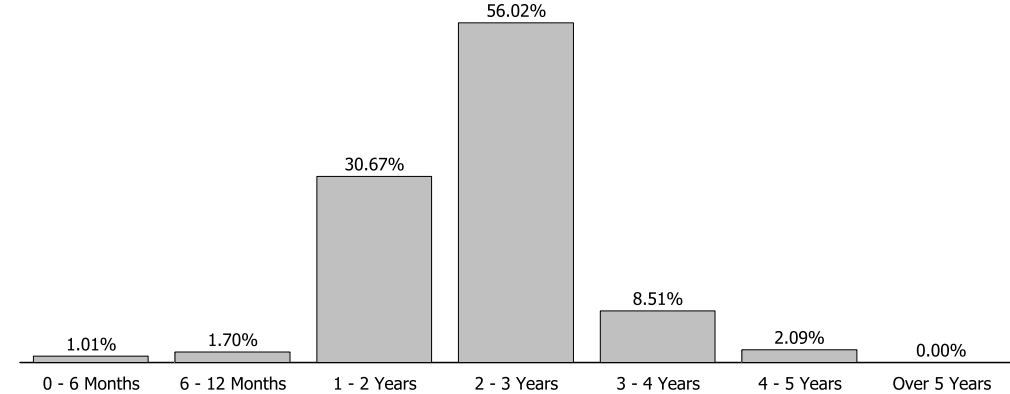
CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)

Account Summary

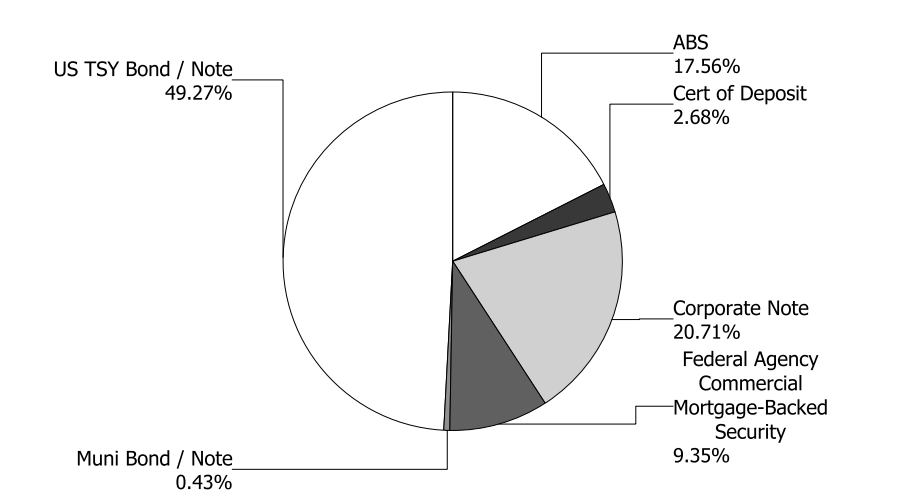
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	13,015,000.00	12,896,613.27	49.27
Municipal Bond / Note	115,000.00	111,274.45	0.43
Federal Agency Commercial Mortgage-Backed Security	2,531,287.68	2,448,344.77	9.35
Corporate Note	5,480,000.00	5,419,918.76	20.71
Certificate of Deposit	700,000.00	702,494.00	2.68
Asset-Backed Security	4,643,078.92	4,597,764.54	17.56
Managed Account Sub-Total	26,484,366.60	26,176,409.79	100.00%
Accrued Interest		246,528.38	
Total Portfolio	26,484,366.60	26,422,938.17	

Unsettled Trades0.000.00

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	4.40%
Yield to Maturity at Market	4.80%
Weighted Average Days to Maturity	830

Managed Account Issuer Summary

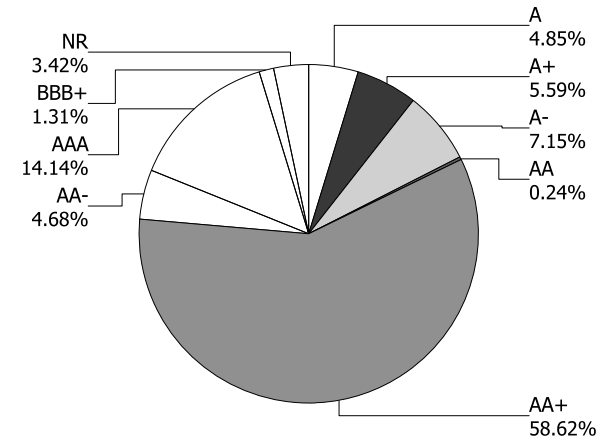
For the Month Ending **June 30, 2024**

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

Issuer Summary

Issuer	Market Value of Holdings	Percent
ADOBE INC	80,021.60	0.31
ALLY AUTO RECEIVABLES TRUST	399,792.39	1.53
AMERICAN EXPRESS CO	412,410.36	1.58
AMERICAN HONDA FINANCE	174,971.20	0.67
ANZ BANKING GROUP LTD	269,094.42	1.03
BANK OF AMERICA CO	286,282.19	1.09
BMW VEHICLE OWNER TRUST	88,107.77	0.34
BP PLC	139,726.02	0.53
BRISTOL-MYERS SQUIBB CO	39,976.48	0.15
CAPITAL ONE FINANCIAL CORP	413,224.34	1.58
CARMAX AUTO OWNER TRUST	399,289.14	1.53
CATERPILLAR INC	168,021.19	0.64
CHASE ISSURANCE	322,527.97	1.23
CINTAS CORPORATION NO. 2	54,119.40	0.21
CISCO SYSTEMS INC	159,560.32	0.61
CITIGROUP INC	124,966.25	0.48
CNH EQUIPMENT TRUST	11,693.48	0.04
DEERE & COMPANY	174,235.88	0.67
DISCOVER FINANCIAL SERVICES	279,559.69	1.07
ELI LILLY & CO	128,645.66	0.49
EXXON MOBIL CORP	193,729.00	0.74
FANNIE MAE	126,520.23	0.48
FIFTH THIRD AUTO TRUST	175,365.56	0.67
FLORIDA STATE BOARD OF ADMIN FIN CORP	62,395.45	0.24
FORD CREDIT AUTO OWNER TRUST	74,878.30	0.29
FREDDIE MAC	2,321,824.54	8.86
GENERAL DYNAMICS CORP	162,591.45	0.62
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	476,268.26	1.81
GOLDMAN SACHS GROUP INC	79,832.64	0.30
HARLEY-DAVIDSON MOTORCYCLE TRUST	158,300.35	0.60
HOME DEPOT INC	94,740.99	0.36
HORMEL FOODS CORP	109,347.59	0.42

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **June 30, 2024**

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

Issuer	Market Value of Holdings	Percent
HYUNDAI AUTO RECEIVABLES	257,860.70	0.99
IBM CORP	177,461.82	0.68
JP MORGAN CHASE & CO	321,616.92	1.23
MERCEDES-BENZ AUTO RECEIVABLES	253,857.14	0.97
MORGAN STANLEY	146,677.05	0.56
NATIONAL AUSTRALIA BANK LTD	303,508.55	1.16
NATIONAL RURAL UTILITIES CO FINANCE CORP	179,672.18	0.69
NATIXIS NY BRANCH	201,496.00	0.77
NEW JERSEY TURNPIKE AUTHORITY	48,879.00	0.19
NISSAN AUTO RECEIVABLES	473,420.77	1.81
NORDEA BANK ABP	250,059.50	0.96
PNC FINANCIAL SERVICES GROUP	94,530.73	0.36
RABOBANK NEDERLAND	388,046.10	1.48
STATE STREET CORPORATION	339,257.40	1.30
TEXAS INSTRUMENTS INC	114,162.11	0.44
TORONTO-DOMINION BANK	250,938.50	0.96
TOYOTA MOTOR CORP	499,751.36	1.90
TRUIST FIN CORP	163,892.54	0.63
UNITED STATES TREASURY	12,896,613.27	49.26
UNITEDHEALTH GROUP INC	193,301.55	0.74
VOLKSWAGEN OF AMERICA	36,379.68	0.14
WELLS FARGO & COMPANY	385,982.34	1.47
WORLD OMNI AUTO REC TRUST	37,024.47	0.14
Total	\$26,176,409.79	100.00%

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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 NOTES DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	300,000.00	AA+	Aaa	03/02/23	03/07/23	294,761.72	4.64	4,516.48	297,108.24	295,921.86
US TREASURY NOTES DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	375,000.00	AA+	Aaa	05/19/23	05/23/23	374,516.60	4.05	5,645.61	374,712.57	369,902.33
US TREASURY NOTES DTD 02/28/2019 2.500% 02/28/2026	9128286F2	775,000.00	AA+	Aaa	05/01/23	05/03/23	746,845.70	3.87	6,475.88	758,440.25	745,937.50
US TREASURY N/B NOTES DTD 03/31/2024 4.500% 03/31/2026	91282CKH3	450,000.00	AA+	Aaa	04/02/24	04/05/24	448,330.08	4.70	5,090.16	448,521.90	447,609.38
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	25,000.00	AA+	Aaa	05/01/23	05/02/23	24,960.94	3.81	197.23	24,976.36	24,550.78
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	90,000.00	AA+	Aaa	04/20/23	04/24/23	89,711.72	3.86	710.04	89,826.82	88,382.81
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	250,000.00	AA+	Aaa	05/16/23	05/18/23	249,785.16	3.78	1,972.34	249,868.02	245,507.80
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	250,000.00	AA+	Aaa	06/12/23	06/13/23	246,494.14	4.28	1,972.34	247,792.36	245,507.80
US TREASURY NOTES DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	625,000.00	AA+	Aaa	06/01/23	06/05/23	618,798.83	3.99	2,893.60	621,060.09	612,207.00
US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	200,000.00	AA+	Aaa	05/08/24	05/10/24	197,242.19	4.82	360.66	197,429.40	197,687.50
US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	525,000.00	AA+	Aaa	06/29/23	06/30/23	521,390.63	4.37	946.72	522,616.01	518,929.69
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	150,000.00	AA+	Aaa	05/23/24	05/28/24	148,869.14	4.87	3,115.38	148,918.56	149,343.75
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	250,000.00	AA+	Aaa	08/03/23	08/04/23	249,443.36	4.58	5,192.31	249,615.11	248,906.25
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	350,000.00	AA+	Aaa	07/26/23	07/27/23	349,726.56	4.53	7,269.23	349,812.33	348,468.75

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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 NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	500,000.00	AA+	Aaa	08/01/23	08/03/23	499,062.50	4.57	10,384.62	499,352.37	497,812.50
US TREASURY NOTES 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	4,939.90	297,021.58	298,031.25
US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	500,000.00	AA+	Aaa	09/07/23	09/12/23	495,527.34	4.70	8,233.17	496,754.39	496,718.75
US TREASURY NOTES 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	8,233.17	496,574.70	496,718.75
US TREASURY NOTES 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	8,144.02	596,783.55	599,343.72
US TREASURY NOTES DTD 10/15/2023 4.625% 10/15/2026	91282CJC6	850,000.00	AA+	Aaa	11/07/23	11/10/23	848,041.02	4.71	8,270.66	848,446.14	849,203.13
US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	800,000.00	AA+	Aaa	12/06/23	12/08/23	806,343.75	4.33	4,725.54	805,185.53	799,750.00
US TREASURY N/B NOTES 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	1,243.17	653,476.35	646,343.75
US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027	91282CJT9	725,000.00	AA+	Aaa	02/01/24	02/06/24	725,538.09	3.97	13,384.62	725,468.28	714,464.88
US TREASURY N/B NOTES 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	3,493.22	223,526.58	222,433.61
US TREASURY N/B NOTES 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	11,644.06	746,753.96	741,445.35
US TREASURY N/B NOTES 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	1,559.10	124,175.40	124,003.90
US TREASURY N/B NOTES 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	4,053.67	320,854.59	322,410.14
US TREASURY N/B NOTES 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	2,840.16	298,735.91	299,578.14

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)											
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES 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	574.73	99,972.78	99,875.00
US TREASURY N/B NOTES 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	5,172.55	899,654.86	898,875.00
US TREASURY N/B NOTES DTD 06/15/2024 4.625% 06/15/2027	91282CKV2	250,000.00	AA+	Aaa	06/27/24	06/28/24	250,869.14	4.50	505.46	250,866.89	250,742.20
Security Type Sub-Total		13,015,000.00					12,940,076.98	4.42	143,759.80	12,964,301.88	12,896,613.27
Municipal Bond / Note											
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	50,000.00	AA-	A1	01/22/21	02/04/21	50,000.00	0.90	224.25	50,000.00	48,879.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	65,000.00	AA	Aa3	09/03/20	09/16/20	65,000.00	1.26	408.85	65,000.00	62,395.45
Security Type Sub-Total		115,000.00					115,000.00	1.10	633.10	115,000.00	111,274.45
Federal Agency Commercial Mortgage-Backed Security											
FHMS K041 A2 DTD 12/16/2014 3.171% 10/01/2024	3137BFE98	142,001.53	AA+	Aaa	08/30/22	09/02/22	140,132.21	3.83	375.24	141,775.24	140,918.41
FHMS K046 A2 DTD 06/17/2015 3.205% 03/01/2025	3137BJP64	124,365.15	AA+	Aaa	08/03/22	08/08/22	123,437.27	3.51	332.16	124,124.26	122,286.58
FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	174,183.93	AA+	Aaa	05/19/22	05/24/22	175,299.79	3.10	483.22	174,500.07	171,046.79
FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	248,926.93	AA+	Aaa	08/11/22	08/16/22	245,416.68	3.53	624.39	247,706.70	243,109.29
FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJX07	116,390.70	AA+	Aaa	03/06/23	03/09/23	112,735.30	5.15	363.72	114,738.26	114,279.57
FHMS K052 A1 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	125,000.00	AA+	Aaa	08/05/22	08/10/22	124,091.80	3.56	344.58	124,653.13	122,136.19

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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 K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	175,000.00	AA+	Aaa	08/04/22	08/09/22	172,983.40	3.36	436.77	174,136.70	169,757.74
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	125,000.00	AA+	Aaa	03/01/23	03/06/23	117,714.84	4.96	285.94	121,124.46	120,613.07
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	131,538.74	AA+	Aaa	10/06/22	10/12/22	124,098.57	4.55	296.18	127,966.47	126,520.23
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	125,000.00	AA+	Aaa	03/02/23	03/07/23	116,240.23	4.86	267.71	119,723.90	119,354.02
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	125,000.00	AA+	Aaa	05/18/23	05/23/23	118,857.42	4.26	267.71	121,049.27	119,354.02
FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	125,000.00	AA+	Aaa	10/05/23	10/11/23	115,981.45	5.13	237.71	118,376.72	118,792.59
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	175,000.00	AA+	Aaa	04/12/23	04/17/23	167,036.13	4.14	386.90	169,957.98	166,690.70
FHMS K059 A2 DTD 11/29/2016 3.120% 09/01/2026	3137BSRE5	125,000.00	AA+	Aaa	11/15/23	11/20/23	118,393.55	5.16	325.00	119,771.80	120,094.92
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	83,880.70	AA+	Aaa	05/19/23	05/24/23	81,298.74	4.31	233.96	82,128.58	80,852.63
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	5.38	543.08	181,504.55	183,142.77
FHMS K068 A2 DTD 10/27/2017 3.244% 08/01/2027	3137FBBX3	125,000.00	AA+	Aaa	06/17/24	06/21/24	119,248.05	4.84	337.92	119,298.68	119,091.71
FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027	3137FBU79	95,000.00	AA+	Aaa	06/17/24	06/21/24	90,405.86	4.82	252.30	90,442.84	90,303.54
Security Type Sub-Total		2,531,287.68					2,442,505.67	4.28	6,394.49	2,472,979.61	2,448,344.77
Corporate Note											
CITIGROUP INC CORP NOTES (CALLABLE) DTD 10/30/2020 6.086% 10/30/2024	172967MT5	125,000.00	BBB+	A3	10/23/20	10/30/20	125,000.00	0.78	1,297.21	125,000.00	124,966.25

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	30,000.00	BBB+	A2	03/01/22	03/04/22	29,969.70	2.29	219.38	29,993.20	29,350.11
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	55,000.00	A-	A3	04/26/22	05/03/22	54,987.90	3.46	316.25	54,996.64	54,119.40
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	20,000.00	A-	A2	04/27/22	05/04/22	19,994.60	3.46	30.67	19,998.34	19,610.52
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	180,000.00	A-	A3	07/20/22	07/27/22	180,000.00	4.00	3,080.00	180,000.00	177,461.82
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 10/04/2023 5.800% 10/03/2025	02665WEO0	40,000.00	A-	A3	10/02/23	10/04/23	39,962.80	5.85	567.11	39,976.09	40,212.72
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	80,000.00	A-	A3	10/25/22	10/28/22	80,000.00	5.67	793.94	80,000.00	79,708.40
NATIONAL RURAL UTIL COOP CORPORATE NOTES 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	230.87	24,985.13	25,005.85
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 12/06/2021 1.530% 12/06/2025	06051GKE8	150,000.00	A-	A1	12/01/21	12/06/21	150,000.00	1.53	159.38	150,000.00	146,816.40
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/05/2024 4.800% 01/05/2026	89236TLJ2	90,000.00	A+	A1	01/02/24	01/05/24	89,930.70	4.84	2,112.00	89,947.04	89,548.47
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	9,037.17	389,885.94	388,046.10

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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											
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	305,000.00	AA-	Aa2	01/04/23	01/12/23	305,000.00	4.97	7,110.35	305,000.00	303,508.55
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	50,000.00	A	A1	02/02/22	02/07/22	50,000.00	1.75	351.63	50,000.00	48,783.45
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	150,000.00	A-	A1	02/16/22	02/18/22	150,000.00	2.63	1,457.46	150,000.00	146,677.05
EXXON MOBIL CORP NOTES (CALLABLE) DTD 03/03/2016 3.043% 03/01/2026	30231GAT9	200,000.00	AA-	Aa2	01/30/23	02/01/23	192,416.00	4.37	2,028.67	195,897.62	193,729.00
NATIONAL RURAL UTIL COOP CORP NOTES (CAL 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	267.00	19,992.20	19,711.84
AUST & NZ BANKING GRP NY CORPORATE NOTES 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	3,862.50	270,000.00	269,094.42
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	75,000.00	A	A1	02/03/22	02/07/22	77,286.75	2.13	549.98	75,542.28	73,339.05
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	125,000.00	A	A1	02/17/22	02/22/22	127,516.25	2.38	916.64	125,604.61	122,231.75
WELLS FARGO & CO CORP NOTES 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	575.00	96,508.31	95,858.80
JPMORGAN CHASE & CO (CALLABLE) CORPORATE 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	736.67	100,000.00	98,616.40
CATERPILLAR FINL SERVICE CORPORATE NOTES 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	416.88	74,978.03	74,025.53

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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											
GENERAL DYNAMICS CORP NOTES (CALLABLE) DTD 05/10/2021 1.150% 06/01/2026	369550BN7	175,000.00	A-	A3	10/31/23	11/02/23	157,043.25	5.47	167.71	161,656.34	162,591.45
JOHN DEERE CAPITAL CORP CORPORATE NOTES 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	197.26	64,975.68	64,613.84
AMERICAN HONDA FINANCE CORPORATE NOTES 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	1,395.63	54,954.57	55,049.28
TRUIST FIN CORP NOTES (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	1,448.40	80,000.00	78,733.76
HOME DEPOT INC CORPORATE NOTES DTD 12/04/2023 4.950% 09/30/2026	437076CV2	55,000.00	A	A2	11/27/23	12/04/23	54,879.55	5.03	688.19	54,902.71	54,852.71
TRUIST FINANCIAL CORP NOTES (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	877.63	85,000.00	85,158.78
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	25,000.00	A	A1	11/01/22	11/04/22	25,000.00	5.75	227.64	25,000.00	25,107.48
AMERICAN EXPRESS CO (CALLABLE) CORPORATE DTD 11/04/2021 1.650% 11/04/2026	025816CM9	100,000.00	BBB+	A2	06/18/24	06/20/24	92,036.00	5.26	261.25	92,137.04	91,954.40
NATIONAL RURAL COOP CORPORATE NOTES (CAL 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	298.67	39,988.87	40,355.44
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES 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	615.00	99,927.26	100,560.00
WELLS FARGO CORP NOTES (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	846.48	290,000.00	290,123.54

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)											
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES 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	2,054.38	94,912.93	93,995.66
PNC FINANCIAL SERVICES CORP NOTES (CALLA) 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	307.29	15,000.00	14,822.33
TEXAS INSTRUMENTS CORP NOTES (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	2,101.31	114,935.54	114,162.11
ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	130,000.00	A+	A1	02/07/24	02/09/24	129,931.10	4.52	2,307.50	129,939.61	128,645.66
BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL 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	702.33	39,961.62	39,976.48
CISCO SYSTEMS INC CORPORATE NOTES (CALLA DTD 02/26/2024 4.800% 02/26/2027	17275RBQ4	160,000.00	AA-	A1	02/21/24	02/26/24	159,792.00	4.85	2,666.67	159,814.50	159,560.32
DEERE & COMPANY CAPITAL CORP NOTE 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	1,689.42	109,907.79	109,622.04
AMERICAN HONDA FINANCE CORPORATE NOTES 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	1,176.00	79,960.11	79,709.20
STATE STREET CORP NOTE (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5	70,000.00	A	A1	03/13/24	03/18/24	70,000.00	4.99	999.99	70,000.00	69,795.67
HORMEL FOODS CORP CORPORATE NOTES (CALLA DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	A-	A1	03/05/24	03/08/24	54,946.65	4.83	828.67	54,951.76	54,673.80
HORMEL FOODS CORP CORPORATE NOTES (CALLA DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	A-	A1	03/05/24	03/08/24	54,946.65	4.83	828.67	54,951.76	54,673.79

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)											
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Corporate Note											
ADOBE INC CORPORATE NOTES 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	937.67	79,963.00	80,021.60
UNITEDHEALTH GROUP INC CORPORATE NOTES (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	2,491.67	193,756.22	193,301.55
NATIONAL RURAL UTIL CORP NOTES (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	541.88	74,955.54	74,988.53
GOLDMAN SACHS BANK USA CORPORATE NOTES (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	481.24	80,000.00	79,832.64
HOME DEPOT CORP NOTES (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	32.50	39,868.27	39,888.28
JPMORGAN CHASE & CO CORP NOTE (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	1,396.10	120,000.00	122,029.32
BP CAP MARKETS AMERICA CORPORATE NOTES (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	858.46	140,000.00	139,726.02
JPMORGAN CHASE & CO CORPORATE NOTES (CAL 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	1,067.78	100,000.00	100,971.20
Security Type Sub-Total		5,480,000.00					5,442,335.65	4.55	66,610.15	5,449,726.55	5,419,918.76
Certificate of Deposit											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	250,000.00	A	A1	10/27/22	10/31/22	250,000.00	5.58	9,722.22	250,000.00	250,938.50
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	250,000.00	AA-	Aa3	11/02/22	11/03/22	250,000.00	5.53	2,227.36	250,000.00	250,059.50

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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											
NATIXIS NY BRANCH CERT DEPOS 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	8,882.50	200,000.00	201,496.00
Security Type Sub-Total		700,000.00					700,000.00	5.57	20,832.08	700,000.00	702,494.00
Asset-Backed Security											
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	1,769.46	AAA	NR	04/20/21	04/28/21	1,769.28	0.38	0.30	1,769.41	1,765.00
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	3,085.27	AAA	NR	01/20/21	01/27/21	3,084.66	0.34	0.47	3,085.09	3,066.21
CNH 2021-A A3 DTD 03/15/2021 0.400% 12/15/2025	12598AAC4	11,747.18	AAA	NR	03/09/21	03/15/21	11,744.44	0.41	2.09	11,746.34	11,693.48
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	13,525.80	AAA	NR	04/13/21	04/21/21	13,522.88	0.52	3.13	13,524.81	13,378.35
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	31,223.09	AAA	NR	11/09/21	11/15/21	31,222.43	0.71	9.85	31,222.82	30,598.49
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	22,680.62	AAA	NR	11/09/21	11/17/21	22,675.56	0.75	7.46	22,678.51	22,286.74
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	40,013.20	AAA	Aaa	07/21/21	07/28/21	40,006.62	0.55	9.78	40,010.57	39,167.05
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	37,052.72	AAA	Aaa	12/07/21	12/13/21	37,051.27	1.02	11.55	37,052.09	36,379.68
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	43,555.22	AAA	Aaa	05/10/22	05/18/22	43,552.96	3.21	23.30	43,554.08	42,966.26
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	33,809.40	AAA	Aaa	10/19/21	10/27/21	33,808.75	0.77	11.57	33,809.11	32,999.77
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	52,400.07	AAA	Aaa	04/07/22	04/13/22	52,398.85	2.93	68.24	52,399.46	51,548.86
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	26,836.03	AAA	Aaa	10/13/21	10/21/21	26,835.35	0.68	7.60	26,835.72	26,222.95

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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											
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	37,834.90	AAA	NR	10/26/21	11/03/21	37,829.73	0.81	13.62	37,832.51	37,024.47
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	87,996.04	AAA	NR	03/09/22	03/16/22	87,992.66	2.22	86.82	87,994.35	86,331.67
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	99,495.17	AAA	Aaa	05/10/22	05/18/22	99,475.91	3.31	146.37	99,485.00	98,107.56
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	29,469.83	AAA	NR	01/11/22	01/19/22	29,467.26	1.26	15.47	29,468.56	28,816.19
HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2	69,058.84	AAA	NR	07/12/22	07/20/22	69,058.81	3.72	114.18	69,058.82	68,216.00
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	225,000.00	AAA	NR	01/24/24	01/31/24	224,965.73	4.61	460.00	224,970.30	222,449.09
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	74,749.31	AAA	Aaa	04/12/22	04/20/22	74,736.87	3.06	101.66	74,742.54	73,716.04
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	48,741.59	AAA	Aaa	04/05/22	04/13/22	48,731.41	3.10	62.96	48,736.07	47,964.44
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	68,118.36	AAA	Aaa	04/21/22	04/28/22	68,108.00	3.49	105.66	68,112.69	67,148.00
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	250,000.00	AAA	NR	03/23/22	03/30/22	249,981.15	2.80	311.11	249,989.73	245,252.63
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	50,000.00	AAA	NR	08/08/22	08/16/22	49,991.64	3.76	83.56	49,995.00	49,261.57
COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043OAC6	62,291.86	AAA	NR	04/26/22	05/04/22	62,278.25	3.17	87.76	62,284.19	61,155.00
HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	80,000.00	AAA	NR	04/04/23	04/12/23	79,992.19	4.58	162.84	79,994.57	79,261.29
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	128,455.64	AAA	NR	07/12/22	07/20/22	128,452.62	3.97	226.65	128,453.86	126,861.72

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

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											
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	76,473.09	NR	Aaa	07/06/22	07/13/22	76,472.56	3.64	115.98	76,472.78	75,430.04
COPAR 2022-2 A3 DTD 08/10/2022 3.660% 05/17/2027	14043GAD6	75,000.00	AAA	Aaa	08/02/22	08/10/22	74,994.63	3.66	122.00	74,996.76	73,816.94
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	120,000.00	AAA	Aaa	09/20/22	09/28/22	119,975.17	4.46	237.87	119,984.59	118,791.56
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	125,000.00	NR	Aaa	05/19/22	05/26/22	124,989.84	3.32	184.44	124,994.13	122,660.43
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	195,000.00	AAA	NR	05/17/22	05/24/22	194,956.87	3.39	293.80	194,975.10	191,518.86
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	212,696.23	AAA	Aaa	10/04/22	10/12/22	212,693.59	4.76	449.97	212,694.58	211,428.75
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	160,000.00	AAA	Aaa	08/02/22	08/09/22	159,980.14	3.56	253.16	159,987.77	156,899.26
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	150,000.00	AAA	NR	10/26/22	10/31/22	149,964.83	5.35	356.00	149,977.07	149,667.81
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	200,000.00	AAA	Aaa	11/15/22	11/22/22	199,960.44	5.21	463.11	199,973.88	199,418.40
GMCAR 2022-4 A3 DTD 10/12/2022 4.820% 08/16/2027	36265OAD8	230,000.00	AAA	NR	10/04/22	10/12/22	229,962.30	4.82	461.92	229,975.68	228,616.55
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	80,000.00	AAA	NR	01/24/23	01/30/23	79,999.96	4.63	164.62	79,999.97	79,296.88
MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	55,000.00	AAA	NR	01/18/23	01/25/23	54,993.40	4.51	110.24	54,995.37	54,438.74
NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	155,000.00	NR	Aaa	04/18/23	04/26/23	154,972.61	4.91	338.24	154,979.72	154,039.99
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	85,000.00	NR	Aaa	02/13/23	02/23/23	84,991.44	5.05	190.78	84,993.85	84,584.31



Managed Account Detail of Securities Held

For the Month Ending June 30, 2024

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)												
Security Type/Description		CUSIP	S&P Par	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
Dated	Date/Coupon/Maturity											
Asset-Backed Security												
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	99,995.72	98,937.09
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028		362583AD8	70,000.00	AAA	Aaa	04/04/23	04/12/23	69,998.08	4.47	130.38	69,998.56	69,218.09
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028		05592XAD2	45,000.00	AAA	NR	07/11/23	07/18/23	44,992.03	5.47	41.03	44,993.68	45,141.51
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	69,987.51	69,574.02
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	74,999.20	74,878.30
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	5.46	218.40	89,987.69	90,256.08
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	99,993.02	99,586.99
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	174,991.02	175,365.56
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	99,976.22	100,078.88
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	69,991.54	69,891.77
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	199,981.72	200,589.22
Security Type Sub-Total			4,643,078.92					4,642,519.86	4.11	8,298.76	4,642,703.33	4,597,764.54
Managed Account Sub-Total			26,484,366.60					26,282,438.16	4.40	246,528.38	26,344,711.37	26,176,409.79



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)						
Securities Sub-Total	\$26,484,366.60	\$26,282,438.16	4.40%	\$246,528.38	\$26,344,711.37	\$26,176,409.79
Accrued Interest						\$246,528.38
Total Investments						\$26,422,938.17

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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 NOTES DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	300,000.00	CITIGRP		98.64	295,921.86	1,160.14	(1,186.38)	1.57	4.88
US TREASURY NOTES DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	375,000.00	JPM_CHA		98.64	369,902.33	(4,614.27)	(4,810.24)	1.57	4.88
US TREASURY NOTES DTD 02/28/2019 2.500% 02/28/2026	9128286F2	775,000.00	JPM_CHA		96.25	745,937.50	(908.20)	(12,502.75)	1.64	4.87
US TREASURY N/B NOTES DTD 03/31/2024 4.500% 03/31/2026	91282CKH3	450,000.00	JPM_CHA		99.47	447,609.38	(720.70)	(912.52)	1.69	4.82
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	25,000.00	MORGAN_		98.20	24,550.78	(410.16)	(425.58)	1.74	4.81
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	90,000.00	CITIGRP		98.20	88,382.81	(1,328.91)	(1,444.01)	1.74	4.81
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	250,000.00	JPM_CHA		98.20	245,507.80	(4,277.36)	(4,360.22)	1.74	4.81
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	250,000.00	JPM_CHA		98.20	245,507.80	(986.34)	(2,284.56)	1.74	4.81
US TREASURY NOTES DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	625,000.00	JPM_CHA		97.95	612,207.00	(6,591.83)	(8,853.09)	1.83	4.78
US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	200,000.00	JPM_CHA		98.84	197,687.50	445.31	258.10	1.90	4.75
US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	525,000.00	CITIGRP		98.84	518,929.69	(2,460.94)	(3,686.32)	1.90	4.75
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	150,000.00	JPM_CHA		99.56	149,343.75	474.61	425.19	1.94	4.73
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	250,000.00	WELLS_F		99.56	248,906.25	(537.11)	(708.86)	1.94	4.73
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	350,000.00	WELLS_F		99.56	348,468.75	(1,257.81)	(1,343.58)	1.94	4.73
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	500,000.00	WELLS_F		99.56	497,812.50	(1,250.00)	(1,539.87)	1.94	4.73
US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	300,000.00	TD		99.34	298,031.25	2,074.22	1,009.67	2.03	4.70
US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	500,000.00	JPM_CHA		99.34	496,718.75	1,191.41	(35.64)	2.03	4.70

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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 NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	500,000.00	MORGAN_		99.34	496,718.75	1,425.78	144.05	2.03	4.70
US TREASURY NOTES DTD 09/15/2023 4.625% 09/15/2026	91282CHY0	600,000.00	BMO		99.89	599,343.72	3,562.47	2,560.17	2.10	4.68
US TREASURY NOTES DTD 10/15/2023 4.625% 10/15/2026	91282CJC6	850,000.00	MORGAN_		99.91	849,203.13	1,162.11	756.99	2.19	4.67
US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	800,000.00	BMO		99.97	799,750.00	(6,593.75)	(5,435.53)	2.27	4.64
US TREASURY N/B NOTES DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	650,000.00	MORGAN_		99.44	646,343.75	(7,769.53)	(7,132.60)	2.36	4.62
US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027	91282CJT9	725,000.00	MORGAN_		98.55	714,464.88	(11,073.21)	(11,003.40)	2.40	4.61
US TREASURY N/B NOTES DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	225,000.00	RBC		98.86	222,433.61	(896.47)	(1,092.97)	2.48	4.59
US TREASURY N/B NOTES DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	750,000.00	MORGAN_		98.86	741,445.35	(4,951.13)	(5,308.61)	2.48	4.59
US TREASURY N/B NOTES DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	125,000.00	MORGAN_		99.20	124,003.90	(102.55)	(171.50)	2.56	4.57
US TREASURY N/B NOTES DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	325,000.00	NOMURA		99.20	322,410.14	1,866.19	1,555.55	2.56	4.57
US TREASURY N/B NOTES DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9	300,000.00	MORGAN_		99.86	299,578.14	902.36	842.23	2.64	4.55
US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	100,000.00	WELLS_F		99.88	99,875.00	(97.66)	(97.78)	2.72	4.55
US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	900,000.00	NOMURA		99.88	898,875.00	(773.44)	(779.86)	2.72	4.55
US TREASURY N/B NOTES DTD 06/15/2024 4.625% 06/15/2027	91282CKV2	250,000.00	MORGAN_		100.30	250,742.20	(126.94)	(124.69)	2.80	4.52
Security Type Sub-Total		13,015,000.00				12,896,613.27	(43,463.71)	(67,688.61)	2.13	4.69

Municipal Bond / Note

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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
Municipal Bond / Note										
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	50,000.00	CITIGRP		97.76	48,879.00	(1,121.00)	(1,121.00)	0.51	5.48
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	65,000.00	MERRILL		95.99	62,395.45	(2,604.55)	(2,604.55)	1.00	5.42
Security Type Sub-Total		115,000.00				111,274.45	(3,725.55)	(3,725.55)	0.78	5.45
Federal Agency Commercial Mortgage-Backed Security										
FHMS K041 A2 DTD 12/16/2014 3.171% 10/01/2024	3137BFE98	142,001.53	MORGAN_		99.24	140,918.41	786.20	(856.83)	0.24	6.22
FHMS K046 A2 DTD 06/17/2015 3.205% 03/01/2025	3137BJP64	124,365.15	MORGAN_		98.33	122,286.58	(1,150.69)	(1,837.68)	0.65	5.76
FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	174,183.93	MORGAN_		98.20	171,046.79	(4,253.00)	(3,453.28)	0.76	5.54
FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	248,926.93	MORGAN_		97.66	243,109.29	(2,307.39)	(4,597.41)	0.91	5.41
FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJX07	116,390.70	CANT_FI		98.19	114,279.57	1,544.27	(458.69)	1.00	5.47
FHMS K052 A1 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	125,000.00	WELLS_F		97.71	122,136.19	(1,955.61)	(2,516.94)	1.05	5.33
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	175,000.00	MORGAN_		97.00	169,757.74	(3,225.66)	(4,378.96)	1.27	5.19
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	125,000.00	CANT_FI		96.49	120,613.07	2,898.23	(511.39)	1.37	5.18
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	131,538.74	MORGAN_		96.18	126,520.23	2,421.66	(1,446.24)	1.50	5.21
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BROJ7	125,000.00	CANT_FI		95.48	119,354.02	3,113.79	(369.88)	1.78	4.94
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BROJ7	125,000.00	JPM_CHA		95.48	119,354.02	496.60	(1,695.25)	1.78	4.94
FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	125,000.00	INTL_FC		95.03	118,792.59	2,811.14	415.87	1.74	4.89

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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
Federal Agency Commercial Mortgage-Backed Security										
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	175,000.00	CANT_FI		95.25	166,690.70	(345.43)	(3,267.28)	2.00	5.06
FHMS K059 A2 DTD 11/29/2016 3.120% 09/01/2026	3137BSRE5	125,000.00	MORGAN_		96.08	120,094.92	1,701.37	323.12	2.02	5.03
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	83,880.70	CITIGRP		96.39	80,852.63	(446.11)	(1,275.95)	2.13	4.99
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	190,000.00	TD		96.39	183,142.77	4,008.39	1,638.22	2.27	4.97
FHMS K068 A2 DTD 10/27/2017 3.244% 08/01/2027	3137FBBX3	125,000.00	WELLS_F		95.27	119,091.71	(156.34)	(206.97)	2.85	4.90
FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027	3137FBU79	95,000.00	MERRILL		95.06	90,303.54	(102.32)	(139.30)	3.08	4.87
Security Type Sub-Total		2,531,287.68				2,448,344.77	5,839.10	(24,634.84)	1.51	5.24
Corporate Note										
CITIGROUP INC CORP NOTES (CALLABLE) DTD 10/30/2020 6.086% 10/30/2024	172967MT5	125,000.00	CITIGRP	09/30/24	99.97	124,966.25	(33.75)	(33.75)	0.00	6.02
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CO0	30,000.00	BARCLAY	02/01/25	97.83	29,350.11	(619.59)	(643.09)	0.59	5.55
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	55,000.00	KEYBANC	04/01/25	98.40	54,119.40	(868.50)	(877.24)	0.75	5.43
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	20,000.00	RBC		98.05	19,610.52	(384.08)	(387.82)	0.95	5.56
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	180,000.00	JPM_CHA		98.59	177,461.82	(2,538.18)	(2,538.18)	1.05	5.36
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 10/04/2023 5.800% 10/03/2025	02665WEO0	40,000.00	MITSU		100.53	40,212.72	249.92	236.63	1.22	5.36

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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										
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	80,000.00	PNC	10/28/24	99.64	79,708.40	(291.60)	(291.60)	0.34	5.95
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 10/31/2022 5.450% 10/30/2025	63743HFF4	25,000.00	PNC		100.02	25,005.85	39.35	20.72	1.30	5.43
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 12/06/2021 1.530% 12/06/2025	06051GKE8	150,000.00	MERRILL	12/06/24	97.88	146,816.40	(3,183.60)	(3,183.60)	0.44	3.05
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/05/2024 4.800% 01/05/2026	89236TLJ2	90,000.00	CITIGRP		99.50	89,548.47	(382.23)	(398.57)	1.45	5.15
COOPERAT RABOBANK UA/NY DTD 01/09/2024 4.850% 01/09/2026	21688ABA9	390,000.00	JPM_CHA		99.50	388,046.10	(1,805.70)	(1,839.84)	1.46	5.20
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	305,000.00	GOLDMAN		99.51	303,508.55	(1,491.45)	(1,491.45)	1.47	5.30
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	50,000.00	GOLDMAN	02/26/25	97.57	48,783.45	(1,216.55)	(1,216.55)	0.66	3.32
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	150,000.00	MORGAN_	02/18/25	97.78	146,677.05	(3,322.95)	(3,322.95)	0.63	4.04
EXXON MOBIL CORP NOTES (CALLABLE) DTD 03/03/2016 3.043% 03/01/2026	30231GAT9	200,000.00	GOLDMAN	12/01/25	96.86	193,729.00	1,313.00	(2,168.62)	1.39	5.02
NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	20,000.00	SCOTIA	02/13/26	98.56	19,711.84	(273.96)	(280.36)	1.57	5.34
AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 03/18/2024 5.000% 03/18/2026	05253JB26	270,000.00	RBC		99.66	269,094.42	(905.58)	(905.58)	1.65	5.21
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	75,000.00	KEYBANC	03/30/25	97.79	73,339.05	(3,947.70)	(2,203.23)	0.75	4.22

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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										
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	125,000.00	CSFB	03/30/25	97.79	122,231.75	(5,284.50)	(3,372.86)	0.75	4.22
WELLS FARGO & CO CORP NOTES DTD 04/22/2016 3.000% 04/22/2026	949746RW3	100,000.00	WELLS_F		95.86	95,858.80	1,778.80	(649.51)	1.77	5.43
JPMORGAN CHASE & CO (CALLABLE) CORPORATE DTD 04/26/2022 4.080% 04/26/2026	46647PCZ7	100,000.00	JPM_CHA	04/26/25	98.62	98,616.40	(1,383.60)	(1,383.60)	0.82	4.88
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/15/2023 4.350% 05/15/2026	14913UAA8	75,000.00	SOCGEN		98.70	74,025.53	(939.22)	(952.50)	1.82	5.08
GENERAL DYNAMICS CORP NOTES (CALLABLE) DTD 05/10/2021 1.150% 06/01/2026	369550BN7	175,000.00	INTL_FC	05/01/26	92.91	162,591.45	5,548.20	935.11	1.83	5.07
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/08/2023 4.750% 06/08/2026	24422EWX3	65,000.00	JPM_CHA		99.41	64,613.84	(348.46)	(361.84)	1.88	5.07
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	55,000.00	MIZUHO		100.09	55,049.28	116.93	94.71	1.90	5.20
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	80,000.00	TFC	07/28/25	98.42	78,733.76	(1,266.24)	(1,266.24)	1.05	5.07
HOME DEPOT INC CORPORATE NOTES DTD 12/04/2023 4.950% 09/30/2026	437076CV2	55,000.00	JPM_CHA		99.73	54,852.71	(26.84)	(50.00)	2.14	5.08
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 10/28/2022 5.900% 10/28/2026	89788MAJ1	85,000.00	TFC	10/28/25	100.19	85,158.78	158.78	158.78	1.29	5.81
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	25,000.00	DEUTSCH	11/04/25	100.43	25,107.48	107.48	107.48	1.31	5.55
AMERICAN EXPRESS CO (CALLABLE) CORPORATE DTD 11/04/2021 1.650% 11/04/2026	025816CM9	100,000.00	TFC	10/04/26	91.95	91,954.40	(81.60)	(182.64)	2.23	5.35
NATIONAL RURAL COOP CORPORATE NOTES (CAL DTD 11/02/2023 5.600% 11/13/2026	63743HFK3	40,000.00	MIZUHO	10/13/26	100.89	40,355.44	369.44	366.57	2.17	5.20

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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
Corporate Note										
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 11/20/2023 5.400% 11/20/2026	89236TLD5	100,000.00	BNP_PAR		100.56	100,560.00	650.00	632.74	2.26	5.15
WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	290,000.00	WELLS_F	11/09/26	100.04	290,123.54	123.54	123.54	2.25	5.24
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 01/08/2024 4.500% 01/08/2027	14913UAE0	95,000.00	JPM_CHA		98.94	93,995.66	(901.74)	(917.27)	2.37	4.95
PNC FINANCIAL SERVICES CORP NOTES (CALLA DTD 01/24/2023 4.758% 01/26/2027	693475BL8	15,000.00	PNC	01/26/26	98.82	14,822.33	(177.67)	(177.67)	1.51	5.25
TEXAS INSTRUMENTS CORP NOTES (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	115,000.00	MERRILL	01/08/27	99.27	114,162.11	(764.29)	(773.43)	2.37	4.90
ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	130,000.00	DEUTSCH		98.96	128,645.66	(1,285.44)	(1,293.95)	2.45	4.93
BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL DTD 02/22/2024 4.900% 02/22/2027	110122EE4	40,000.00	CITIGRP	01/22/27	99.94	39,976.48	19.68	14.86	2.40	4.92
CISCO SYSTEMS INC CORPORATE NOTES (CALLA DTD 02/26/2024 4.800% 02/26/2027	17275RBO4	160,000.00	DEUTSCH	01/26/27	99.73	159,560.32	(231.68)	(254.18)	2.42	4.91
DEERE & COMPANY CAPITAL CORP NOTE DTD 03/07/2024 4.850% 03/05/2027	24422EXM6	110,000.00	BARCLAY		99.66	109,622.04	(275.66)	(285.75)	2.51	4.99
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 03/13/2024 4.900% 03/12/2027	02665WFD8	80,000.00	TD		99.64	79,709.20	(246.80)	(250.91)	2.53	5.05
STATE STREET CORP NOTE (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5	70,000.00	MORGAN_	02/18/27	99.71	69,795.67	(204.33)	(204.33)	2.48	5.11
HORMEL FOODS CORP CORPORATE NOTES (CALLA DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	WELLS_F	02/28/27	99.41	54,673.80	(272.85)	(277.96)	2.50	5.03

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

CITY OF LA PALMA - OPERATING PORTFOLIO - 995341 - (14205145)										
Security Type/Description				Next Call	Market	Market	Unreal G/L	Unreal G/L	Effective	YTM
Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Date	Price	Value	On Cost	Amort Cost	Duration	at Mkt
Corporate Note										
HORMEL FOODS CORP CORPORATE NOTES (CALLA DTD 03/08/2024 4.800% 03/30/2027	440452AK6	55,000.00	WELLS_F	02/28/27	99.41	54,673.79	(272.86)	(277.97)	2.50	5.03
ADOBE INC CORPORATE NOTES DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	80,000.00	MERRILL		100.03	80,021.60	61.60	58.60	2.59	4.84
UNITEDHEALTH GROUP INC CORPORATE NOTES (DTD 03/21/2024 4.600% 04/15/2027	91324PEY4	195,000.00	MERRILL	03/15/27	99.13	193,301.55	(339.30)	(454.67)	2.55	4.94
NATIONAL RURAL UTIL CORP NOTES (CALLABLE DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	75,000.00	RBC	04/27/26	99.98	74,988.53	35.03	32.99	1.76	5.11
GOLDMAN SACHS BANK USA CORPORATE NOTES (DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	80,000.00	GOLDMAN	05/21/26	99.79	79,832.64	(167.36)	(167.36)	1.82	5.49
HOME DEPOT CORP NOTES (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027	437076DB5	40,000.00	MORGAN_	05/25/27	99.72	39,888.28	20.68	20.01	2.74	4.98
JPMORGAN CHASE & CO CORP NOTE (CALLABLE) DTD 10/23/2023 6.070% 10/22/2027	46647PDW3	120,000.00	JPM_CHA	10/22/26	101.69	122,029.32	2,029.32	2,029.32	2.17	5.50
BP CAP MARKETS AMERICA CORPORATE NOTES (DTD 05/17/2024 5.017% 11/17/2027	10373QBY5	140,000.00	DEUTSCH	10/17/27	99.80	139,726.02	(273.98)	(273.98)	3.07	5.08
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	100,000.00	JPM_CHA	04/22/27	100.97	100,971.20	971.20	971.20	2.62	5.29
Security Type Sub-Total		5,480,000.00				5,419,918.76	(22,416.89)	(29,807.79)	1.72	5.06
Certificate of Deposit										
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	250,000.00	TD		100.38	250,938.50	938.50	938.50	1.28	5.20

Managed Account Fair Market Value & Analytics

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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
Certificate of Deposit										
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	250,000.00	WELLS_F		100.02	250,059.50	59.50	59.50	1.31	5.51
NATIXIS NY BRANCH CERT DEPOS DTD 09/20/2023 5.610% 09/18/2026	63873OP65	200,000.00	WELLS_F		100.75	201,496.00	1,496.00	1,496.00	2.06	5.24
Security Type Sub-Total		700,000.00				702,494.00	2,494.00	2,494.00	1.51	5.32
Asset-Backed Security										
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	1,769.46	BARCLAY		99.75	1,765.00	(4.28)	(4.41)	0.04	0.59
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	3,085.27	MITSU		99.38	3,066.21	(18.45)	(18.88)	0.10	0.77
CNH 2021-A A3 DTD 03/15/2021 0.400% 12/15/2025	12598AAC4	11,747.18	CITIGRP		99.54	11,693.48	(50.96)	(52.86)	0.19	0.72
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	13,525.80	MERRILL		98.91	13,378.35	(144.53)	(146.46)	0.18	1.20
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	31,223.09	RBC		98.00	30,598.49	(623.94)	(624.33)	0.36	1.85
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	22,680.62	SMBC		98.26	22,286.74	(388.82)	(391.77)	0.32	1.68
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	40,013.20	RBC		97.89	39,167.05	(839.57)	(843.52)	0.36	1.65
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	37,052.72	WELLS_F		98.18	36,379.68	(671.59)	(672.41)	0.39	1.96
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	43,555.22	RBC		98.65	42,966.26	(586.70)	(587.82)	0.53	3.87
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	33,809.40	JPM_CHA		97.61	32,999.77	(808.98)	(809.34)	0.45	1.88
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	52,400.07	MITSU		98.38	51,548.86	(849.99)	(850.60)	0.53	3.70
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	26,836.03	JPM_CHA		97.72	26,222.95	(612.40)	(612.77)	0.45	1.73

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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										
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	37,834.90	WELLS_F		97.86	37,024.47	(805.26)	(808.04)	0.40	1.76
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	87,996.04	MERRILL		98.11	86,331.67	(1,660.99)	(1,662.68)	0.50	3.08
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	99,495.17	BARCLAY		98.61	98,107.56	(1,368.35)	(1,377.44)	0.49	3.93
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	29,469.83	BNP_PAR		97.78	28,816.19	(651.07)	(652.37)	0.51	2.22
HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2	69,058.84	BARCLAY		98.78	68,216.00	(842.81)	(842.82)	0.58	4.26
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	225,000.00	JPM_CHA		98.87	222,449.09	(2,516.64)	(2,521.21)	2.34	5.08
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	74,749.31	WELLS_F		98.62	73,716.04	(1,020.83)	(1,026.50)	0.47	3.61
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	48,741.59	RBC		98.41	47,964.44	(766.97)	(771.63)	0.63	3.74
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	68,118.36	MERRILL		98.58	67,148.00	(960.00)	(964.69)	0.56	4.06
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	250,000.00	RBC		98.10	245,252.63	(4,728.52)	(4,737.10)	0.68	3.54
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	50,000.00	CITIGRP		98.52	49,261.57	(730.07)	(733.43)	0.78	4.32
COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043QAC6	62,291.86	WELLS_F		98.18	61,155.00	(1,123.25)	(1,129.19)	0.69	3.86
HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	80,000.00	MERRILL		99.08	79,261.29	(730.90)	(733.28)	0.98	4.93
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	128,455.64	RBC		98.76	126,861.72	(1,590.90)	(1,592.14)	0.67	4.44
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	76,473.09	MERRILL		98.64	75,430.04	(1,042.52)	(1,042.74)	0.64	4.16
COPAR 2022-2 A3 DTD 08/10/2022 3.660% 05/17/2027	14043GAD6	75,000.00	JPM_CHA		98.42	73,816.94	(1,177.69)	(1,179.82)	0.74	4.24
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	120,000.00	WELLS_F		98.99	118,791.56	(1,183.61)	(1,193.03)	0.87	4.84

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2024**

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										
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	125,000.00	RBC		98.13	122,660.43	(2,329.41)	(2,333.70)	0.84	4.01
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	195,000.00	BARCLAY		98.21	191,518.86	(3,438.01)	(3,456.24)	0.84	4.05
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	212,696.23	JPM_CHA		99.40	211,428.75	(1,264.84)	(1,265.83)	0.63	4.98
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	160,000.00	MERRILL		98.06	156,899.26	(3,080.88)	(3,088.51)	0.99	4.24
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	150,000.00	BARCLAY		99.78	149,667.81	(297.02)	(309.26)	0.82	5.42
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	200,000.00	SMBC		99.71	199,418.40	(542.04)	(555.48)	0.76	5.31
GMCAR 2022-4 A3 DTD 10/12/2022 4.820% 08/16/2027	36265QAD8	230,000.00	RBC		99.40	228,616.55	(1,345.75)	(1,359.13)	0.81	5.03
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	80,000.00	MERRILL		99.12	79,296.88	(703.08)	(703.09)	1.04	4.93
MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	55,000.00	MITSU		98.98	54,438.74	(554.66)	(556.63)	0.93	4.84
NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	155,000.00	MIZUHO		99.38	154,039.99	(932.62)	(939.73)	1.24	5.11
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	85,000.00	JPM_CHA		99.51	84,584.31	(407.13)	(409.54)	0.97	5.20
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8	100,000.00	RBC		98.94	98,937.09	(1,057.32)	(1,058.63)	1.39	5.03
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	70,000.00	MERRILL		98.88	69,218.09	(779.99)	(780.47)	1.24	4.81
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	45,000.00	TD		100.31	45,141.51	149.48	147.83	1.37	5.37
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	70,000.00	MERRILL		99.39	69,574.02	(410.13)	(413.49)	1.74	4.96
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	75,000.00	CITIGRP		99.84	74,878.30	(120.69)	(120.90)	1.54	5.28
ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	90,000.00	MERRILL		100.28	90,256.08	271.42	268.39	1.37	5.38



Managed Account Fair Market Value & Analytics

For the Month Ending June 30, 2024

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										
AMXCA 2023-1 A	02582JJZ4	100,000.00	RBC		99.59	99,586.99	(404.14)	(406.03)	1.74	4.99
DTD 06/14/2023 4.870% 05/15/2028										
FITAT 2023-1 A3	31680EAD3	175,000.00	JPM_CHA		100.21	175,365.56	376.41	374.54	1.59	5.47
DTD 08/23/2023 5.530% 08/15/2028										
CHAIT 2023-A1 A	161571HT4	100,000.00	JPM_CHA		100.08	100,078.88	106.60	102.66	2.03	5.14
DTD 09/15/2023 5.160% 09/15/2028										
BACCT 2023-A2 A2	05522RDH8	70,000.00	MERRILL		99.85	69,891.77	(98.83)	(99.77)	2.18	5.02
DTD 12/14/2023 4.980% 11/15/2028										
NAROT 2024-A A3	65479UAD0	200,000.00	MIZUHO		100.29	200,589.22	607.90	607.50	2.05	5.21
DTD 05/22/2024 5.280% 12/15/2028										
Security Type Sub-Total		4,643,078.92				4,597,764.54	(44,755.32)	(44,938.79)	1.05	4.50
Managed Account Sub-Total		26,484,366.60				26,176,409.79	(106,028.37)	(168,301.58)	1.77	4.80
Securities Sub-Total		\$26,484,366.60				\$26,176,409.79	(\$106,028.37)	(\$168,301.58)	1.77	4.80%
Accrued Interest						\$246,528.38				
Total Investments						\$26,422,938.17				

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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									
BUY										
06/06/24	06/10/24	US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	900,000.00	(899,648.44)	(2,861.41)	(902,509.85)			
06/17/24	06/21/24	FHMS K068 A2 DTD 10/27/2017 3.244% 08/01/2027	3137FBBX3	125,000.00	(119,248.05)	(225.28)	(119,473.33)			
06/17/24	06/21/24	FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027	3137FBU79	95,000.00	(90,405.86)	(168.20)	(90,574.06)			
06/17/24	06/25/24	HOME DEPOT CORP NOTES (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027	437076DB5	40,000.00	(39,867.60)	0.00	(39,867.60)			
06/18/24	06/20/24	AMERICAN EXPRESS CO (CALLABLE) CORPORATE DTD 11/04/2021 1.650% 11/04/2026	025816CM9	100,000.00	(92,036.00)	(210.83)	(92,246.83)			
06/25/24	06/26/24	US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	100,000.00	(99,972.66)	(513.59)	(100,486.25)			
06/27/24	06/28/24	US TREASURY N/B NOTES DTD 06/15/2024 4.625% 06/15/2027	91282CKV2	250,000.00	(250,869.14)	(410.69)	(251,279.83)			

Transaction Type Sub-Total			1,610,000.00	(1,592,047.75)	(4,390.00)	(1,596,437.75)
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INTEREST										
06/01/24	06/01/24	GENERAL DYNAMICS CORP NOTES (CALLABLE) DTD 05/10/2021 1.150% 06/01/2026	369550BN7	175,000.00	0.00	1,006.25	1,006.25			
06/01/24	06/25/24	FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	174,529.76	0.00	484.17	484.17			
06/01/24	06/25/24	FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	175,000.00	0.00	386.90	386.90			
06/01/24	06/25/24	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	116,442.37	0.00	363.88	363.88			
06/01/24	06/25/24	FHMS K046 A2 DTD 06/17/2015 3.205% 03/01/2025	3137BJP64	124,590.44	0.00	332.76	332.76			
06/01/24	06/25/24	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	84,040.99	0.00	234.40	234.40			
06/01/24	06/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	125,000.00	0.00	237.71	237.71			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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
Trade	Settle							Cost	Amort Cost	Method
INTEREST										
06/01/24	06/25/24	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	131,737.22	0.00	296.63	296.63			
06/01/24	06/25/24	FHMS K052 A1 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	125,000.00	0.00	344.58	344.58			
06/01/24	06/25/24	FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	249,412.56	0.00	625.61	625.61			
06/01/24	06/25/24	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	190,000.00	0.00	543.08	543.08			
06/01/24	06/25/24	FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	250,000.00	0.00	535.42	535.42			
06/01/24	06/25/24	FHMS K041 A2 DTD 12/16/2014 3.171% 10/01/2024	3137BFE98	144,724.42	0.00	382.43	382.43			
06/01/24	06/25/24	FHMS K059 A2 DTD 11/29/2016 3.120% 09/01/2026	3137BSRE5	125,000.00	0.00	325.00	325.00			
06/01/24	06/25/24	FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	125,000.00	0.00	285.94	285.94			
06/01/24	06/25/24	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	175,000.00	0.00	436.77	436.77			
06/03/24	06/03/24	MONEY MARKET FUND	MONEY0002	0.00	0.00	939.43	939.43			
06/06/24	06/06/24	BANK OF AMERICA CORP NOTES (CALLABLE) DTD 12/06/2021 1.530% 12/06/2025	06051GKE8	150,000.00	0.00	1,147.50	1,147.50			
06/08/24	06/08/24	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/08/2023 4.750% 06/08/2026	24422EWX3	65,000.00	0.00	1,543.75	1,543.75			
06/11/24	06/11/24	WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	290,000.00	0.00	7,618.30	7,618.30			
06/15/24	06/15/24	HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2	74,361.35	0.00	230.52	230.52			
06/15/24	06/15/24	US TREASURY N/B NOTES DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	650,000.00	0.00	14,218.75	14,218.75			
06/15/24	06/15/24	COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043OAC6	66,342.81	0.00	175.26	175.26			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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									
INTEREST										
06/15/24	06/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	95,929.19	0.00	177.47	177.47			
06/15/24	06/15/24	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	160,000.00	0.00	474.67	474.67			
06/15/24	06/15/24	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	155,000.00	0.00	634.21	634.21			
06/15/24	06/15/24	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	120,000.00	0.00	446.00	446.00			
06/15/24	06/15/24	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	125,000.00	0.00	345.83	345.83			
06/15/24	06/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	25,667.43	0.00	15.83	15.83			
06/15/24	06/15/24	NAROT 2024-A A3 DTD 05/22/2024 5.280% 12/15/2028	65479UAD0	200,000.00	0.00	674.67	674.67			
06/15/24	06/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	108,051.00	0.00	298.04	298.04			
06/15/24	06/15/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	225,000.00	0.00	862.50	862.50			
06/15/24	06/15/24	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	75,000.00	0.00	326.88	326.88			
06/15/24	06/15/24	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	56,612.89	0.00	138.23	138.23			
06/15/24	06/15/24	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	4,363.83	0.00	1.24	1.24			
06/15/24	06/15/24	MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	55,000.00	0.00	206.71	206.71			
06/15/24	06/15/24	TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	34,665.52	0.00	20.51	20.51			
06/15/24	06/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	41,886.00	0.00	28.27	28.27			
06/15/24	06/15/24	TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8	100,000.00	0.00	392.50	392.50			
06/15/24	06/15/24	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	175,000.00	0.00	806.46	806.46			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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									
INTEREST										
06/15/24	06/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	81,689.39	0.00	208.31	208.31			
06/15/24	06/15/24	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	4,019.93	0.00	1.27	1.27			
06/15/24	06/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	37,133.93	0.00	23.83	23.83			
06/15/24	06/15/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	200,000.00	0.00	868.33	868.33			
06/15/24	06/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	44,453.46	0.00	20.37	20.37			
06/15/24	06/15/24	TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	80,000.00	0.00	308.67	308.67			
06/15/24	06/15/24	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	150,000.00	0.00	667.50	667.50			
06/15/24	06/15/24	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	50,000.00	0.00	156.67	156.67			
06/15/24	06/15/24	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	250,000.00	0.00	583.33	583.33			
06/15/24	06/15/24	AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	100,000.00	0.00	405.83	405.83			
06/15/24	06/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	100,000.00	0.00	430.00	430.00			
06/15/24	06/15/24	BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	70,000.00	0.00	290.50	290.50			
06/15/24	06/15/24	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	85,000.00	0.00	357.71	357.71			
06/15/24	06/15/24	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	20,000.00	0.00	345.00	345.00			
06/15/24	06/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	136,391.87	0.00	451.23	451.23			
06/15/24	06/15/24	CNH 2021-A A3 DTD 03/15/2021 0.400% 12/15/2025	12598AAC4	14,535.01	0.00	4.85	4.85			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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									
INTEREST										
06/15/24	06/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	225,000.00	0.00	892.50	892.50			
06/15/24	06/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	73,007.22	0.00	212.33	212.33			
06/15/24	06/15/24	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	70,000.00	0.00	279.42	279.42			
06/15/24	06/15/24	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	195,000.00	0.00	550.88	550.88			
06/15/24	06/15/24	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	90,000.00	0.00	409.50	409.50			
06/15/24	06/15/24	COPAR 2022-2 A3 DTD 08/10/2022 3.660% 05/17/2027	14043GAD6	75,000.00	0.00	228.75	228.75			
06/15/24	06/15/24	US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	725,000.00	0.00	14,953.13	14,953.13			
06/15/24	06/15/24	HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	80,000.00	0.00	305.33	305.33			
06/15/24	06/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	16,435.16	0.00	7.12	7.12			
06/16/24	06/16/24	GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	70,000.00	0.00	260.75	260.75			
06/16/24	06/16/24	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	52,177.91	0.00	134.79	134.79			
06/16/24	06/16/24	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	29,536.78	0.00	16.74	16.74			
06/16/24	06/16/24	GMCAR 2022-4 A3 DTD 10/12/2022 4.820% 08/16/2027	36265QAD8	230,000.00	0.00	923.83	923.83			
06/16/24	06/16/24	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	80,000.00	0.00	242.67	242.67			
06/16/24	06/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	32,260.32	0.00	33.87	33.87			
06/20/24	06/20/24	VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	41,806.21	0.00	35.54	35.54			
06/25/24	06/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	47,545.19	0.00	127.18	127.18			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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										
06/25/24	06/25/24	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	45,000.00	0.00	205.13	205.13			
Transaction Type Sub-Total				9,144,350.16	0.00	63,487.92	63,487.92			
MATURITY										
06/01/24	06/01/24	JPMORGAN CHASE CORP NOTES (CALLED, OMD 6 DTD 06/01/2021 0.824% 06/01/2024	46647PCH7	65,000.00	65,000.00	267.80	65,267.80	0.00	0.00	
Transaction Type Sub-Total				65,000.00	65,000.00	267.80	65,267.80	0.00	0.00	
PAYDOWNS										
06/01/24	06/25/24	FHMS K046 A2 DTD 06/17/2015 3.205% 03/01/2025	3137BJP64	225.29	225.29	0.00	225.29	1.68	0.00	
06/01/24	06/25/24	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	51.67	51.67	0.00	51.67	1.62	0.00	
06/01/24	06/25/24	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	198.48	198.48	0.00	198.48	11.23	0.00	
06/01/24	06/25/24	FHMS K041 A2 DTD 12/16/2014 3.171% 10/01/2024	3137BFE98	2,722.89	2,722.89	0.00	2,722.89	35.84	0.00	
06/01/24	06/25/24	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	160.29	160.29	0.00	160.29	4.93	0.00	
06/01/24	06/25/24	FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	345.83	345.83	0.00	345.83	(2.22)	0.00	
06/01/24	06/25/24	FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	485.63	485.63	0.00	485.63	6.85	0.00	
06/15/24	06/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	12,303.77	12,303.77	0.00	12,303.77	0.15	0.00	
06/15/24	06/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	4,888.86	4,888.86	0.00	4,888.86	0.74	0.00	
06/15/24	06/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	6,940.08	6,940.08	0.00	6,940.08	1.16	0.00	
06/15/24	06/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	3,324.53	3,324.53	0.00	3,324.53	0.06	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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
PAYDOWNS											
06/15/24	06/15/24	TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	3,442.43	3,442.43	0.00	3,442.43	0.07	0.00		
06/15/24	06/15/24	COPAR 2022-1 A3 DTD 05/04/2022 3.170% 04/15/2027	14043QAC6	4,050.95	4,050.95	0.00	4,050.95	0.89	0.00		
06/15/24	06/15/24	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	4,212.82	4,212.82	0.00	4,212.82	0.10	0.00		
06/15/24	06/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	4,440.26	4,440.26	0.00	4,440.26	0.73	0.00		
06/15/24	06/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	2,986.81	2,986.81	0.00	2,986.81	0.67	0.00		
06/15/24	06/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	4,051.10	4,051.10	0.00	4,051.10	0.55	0.00		
06/15/24	06/15/24	HART 2022-B A3 DTD 07/20/2022 3.720% 11/16/2026	44918MAD2	5,302.51	5,302.51	0.00	5,302.51	0.00	0.00		
06/15/24	06/15/24	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	2,250.47	2,250.47	0.00	2,250.47	0.24	0.00		
06/15/24	06/15/24	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	1,278.56	1,278.56	0.00	1,278.56	0.25	0.00		
06/15/24	06/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	2,909.36	2,909.36	0.00	2,909.36	0.63	0.00		
06/15/24	06/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	7,936.23	7,936.23	0.00	7,936.23	0.19	0.00		
06/15/24	06/15/24	CNH 2021-A A3 DTD 03/15/2021 0.400% 12/15/2025	12598AAC4	2,787.83	2,787.83	0.00	2,787.83	0.65	0.00		
06/15/24	06/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	8,555.83	8,555.83	0.00	8,555.83	1.66	0.00		
06/15/24	06/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	7,933.15	7,933.15	0.00	7,933.15	0.30	0.00		
06/16/24	06/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	2,790.49	2,790.49	0.00	2,790.49	0.24	0.00		
06/16/24	06/16/24	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	3,526.91	3,526.91	0.00	3,526.91	0.02	0.00		
06/16/24	06/16/24	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	3,436.32	3,436.32	0.00	3,436.32	0.72	0.00		

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

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										
06/16/24	06/16/24	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	2,700.75	2,700.75	0.00	2,700.75	0.07	0.00	
06/20/24	06/20/24	VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	4,753.49	4,753.49	0.00	4,753.49	0.19	0.00	
06/25/24	06/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	3,989.97	3,989.97	0.00	3,989.97	0.21	0.00	
Transaction Type Sub-Total				114,983.56	114,983.56	0.00	114,983.56	70.42	0.00	
SELL										
06/06/24	06/10/24	US TREASURY NOTES DTD 08/15/2022 3.125% 08/15/2025	91282CFE6	100,000.00	97,847.65	995.88	98,843.53	(992.19)	(1,686.34)	FIFO
06/06/24	06/10/24	US TREASURY NOTES DTD 08/15/2022 3.125% 08/15/2025	91282CFE6	50,000.00	48,923.83	497.94	49,421.77	50.78	(178.36)	FIFO
06/06/24	06/10/24	PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026	713448FO6	180,000.00	179,083.80	2,661.75	181,745.55	(811.80)	(857.70)	FIFO
06/06/24	06/10/24	US TREASURY NOTES DTD 12/15/2022 4.000% 12/15/2025	91282CGA3	125,000.00	123,378.91	2,431.69	125,810.60	(1,313.47)	(1,463.87)	FIFO
06/06/24	06/10/24	US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	225,000.00	223,681.64	715.35	224,396.99	(4,069.34)	(2,665.52)	FIFO
06/06/24	06/10/24	US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	125,000.00	124,267.58	397.42	124,665.00	(1,967.77)	(1,334.55)	FIFO
06/17/24	06/21/24	US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	175,000.00	173,899.41	2,671.27	176,570.68	594.72	144.33	FIFO
06/18/24	06/20/24	US TREASURY NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	100,000.00	98,539.06	1,671.36	100,210.42	(890.63)	(1,155.28)	FIFO
06/27/24	06/28/24	US TREASURY NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	250,000.00	246,279.30	4,391.31	250,670.61	(2,294.92)	(2,967.21)	FIFO
Transaction Type Sub-Total				1,330,000.00	1,315,901.18	16,433.97	1,332,335.15	(11,694.62)	(12,164.50)	
Managed Account Sub-Total					(96,163.01)	75,799.69	(20,363.32)	(11,624.20)	(12,164.50)	
Total Security Transactions					(96,163.01)	\$75,799.69	(\$20,363.32)	(\$11,624.20)	(\$12,164.50)	

City of La Palma

Agenda Item No. 5



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Resolution Amending the Salary for Certain Part-Time Positions

RECOMMENDED ACTION:

It is recommended that the City Council adopt the attached Resolution amending the hourly rates for certain part-time employees.

BACKGROUND:

None.

SUMMARY:

On December 12, 2023, the City Council adopted Resolution 2023-43, which amended the salaries and benefits for part-time employees. Since then, a need has arisen to further modify the salaries for certain part-time positions to better align with current market conditions and ensure competitive compensation. These additional modifications are necessary to attract and retain qualified individuals in these roles, thereby supporting the City's operational needs and service delivery goals. The proposed changes reflect a careful analysis of industry standards and aim to address specific recruitment and retention challenges the City faces.

ANALYSIS:

Staff proposes adjusting the hourly rate for Per Diem Dispatchers to align with the current hourly range for Police Dispatchers, which is \$29.91 to \$38.17 per hour. This adjustment ensures equitable compensation for similar roles, enhances market competitiveness, and improves recruitment and retention efforts. By offering a fair and competitive rate, the City can attract qualified candidates and reduce turnover among Per Diem Dispatchers, contributing to a stable and efficient workforce. This strategic move supports the operational efficiency of the Police Department by ensuring all dispatchers are fairly compensated for their work.

Additionally, staff proposes increasing the hourly rate for Reserve Police Officers from \$19.62 to \$29.00. This increase aims to attract and retain qualified individuals by offering more competitive compensation that reflects their responsibilities and contributions.

FISCAL IMPACT:

No additional funding is necessary as part-time positions are budgeted based on total allocated amounts rather than the number of hours worked. Unlike full-time positions, which are budgeted by the number of approved positions, part-time positions are budgeted by total dollars due to fluctuating staffing levels throughout the year. These budgeted amounts have already been approved by the City Council within the current budget.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA AMENDING RESOLUTION 2023-43
PERTAINING TO SALARIES FOR CERTAIN PART-TIME
POSITIONS

WHEREAS, on December 12, 2023, the La Palma City Council adopted Resolution 2023-43 approving of salary and benefits for part-time employees; and

WHEREAS, additional changes to salaries for certain part-time positions are now proposed to ensure equitable compensation for similar roles, enhance market competitiveness, and improve recruitment and retention efforts; and

WHEREAS, specifically, the proposal is to increase the hourly rate for a Per Diem Dispatcher from \$26.63 to a range of \$29.91 to \$38.17.

WHEREAS, additionally, the proposal is to increase the hourly rate for a Reserve Police Officer from \$19.62 to \$29.00.

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. Attachment A to Resolution 2023-43 is hereby replaced with Attachment A to this Resolution, effective August 1, 2024.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

SECTION 3. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August, 2024.

Marshall Goodman
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 August, 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

Attachment A

Effective August 1, 2024							
Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Intern	\$16.00						
Cashier/Office Aide	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45		
Code Enforcement Officer	\$23.57	\$24.74	\$25.98	\$27.28	\$28.65	\$30.08	\$31.58
Community Liaison Officer	\$20.89	\$21.93	\$23.03	\$24.18	\$25.39	\$26.66	
Information Technologies Technician	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45		
Park Ranger	\$16.00						
Per Diem Dispatcher	\$29.91	\$31.40	\$32.97	\$34.62	\$36.35	\$38.17	
Police Services Aide	\$17.00						
Recreation Leader	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45		
Recreation Specialist	\$19.61	\$20.59	\$21.62	\$22.70	\$23.84	\$25.03	\$26.28
Reserve Police Officer	\$29.00						
Senior Recreation Leader	\$17.83	\$18.72	\$19.66	\$20.64	\$21.67		

City of La Palma

Agenda Item No. 6



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Consideration of Hiring Bonuses for Certain Vacant Positions and Standby Duty Pay Adjustment

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Adopt a Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma Police Association.
2. Adopt a Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association.
3. Adopt a Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association.

BACKGROUND:

In June 2023, the City Council approved a \$13,000 hiring bonus for police officers to attract entry-level and lateral candidates as well as address and fill existing vacancies within the department. This strategic initiative aimed to enhance the City's recruitment efforts by offering competitive incentives, ensuring that the City can maintain a fully staffed and effective police force. By providing this substantial hiring bonus, the City sought to attract top talent, improve public safety, and ensure that our community continues receiving the highest level of service. Since then, the hiring bonus has led to the successful recruitment of 4 new police officers. This outcome highlights the effectiveness of the bonus in attracting top talent and underscores the City's commitment to improving public safety.

SUMMARY:

Hiring Bonus

Since the hiring bonus for police officers was successful, staff thought it would be most beneficial also to provide hiring bonuses for other critical and hard-to-fill positions, specifically Police Dispatcher and Utilities/Maintenance Supervisor.

Police Dispatchers play a critical role in ensuring public safety and coordinating emergency responses, acting as the vital link between the public and emergency services. With only four dispatcher positions available, each dispatcher is essential to maintaining seamless operations. Currently, there is one vacancy, which severely disrupts scheduling and places additional strain on the remaining team members. This increased workload and stress can impact their ability to perform effectively, potentially leading to delays and errors in emergency response. Recruiting and filling dispatcher positions is particularly challenging due to the demanding nature of the job and the specific skills required. Dispatchers must undergo extensive training to handle the high-pressure environment and the critical responsibilities associated with coordinating emergency responses. This training includes mastering communication systems, understanding emergency protocols, and developing the ability to remain calm and effective under stress. The rigorous selection process and comprehensive training program mean that finding and retaining qualified candidates is a continual struggle, further emphasizing the importance of maintaining a fully staffed team to ensure the effectiveness of our emergency services.

The Utilities/Maintenance Supervisor position is crucial for maintaining water quality and ensuring the reliable delivery of water to households. This position oversees the operation, maintenance, and repair of the City's water systems, including water mains, hydrants, and meters, ensuring compliance with water quality regulations and addressing public complaints. Additionally, the supervisor manages the maintenance of city facilities, streets, sidewalks, parks, and public infrastructure, ensuring safety and efficiency, thereby playing a key role in maintaining the reliability of the City's infrastructure and essential services.

To that end, after meeting and conferring with the La Palma Police Association and La Palma Professional Employees Association, it is recommended that the City Council implement a \$10,000 hiring bonus for the above-referenced position to be paid as follows: \$4,000 upon hiring, \$3,000 after successful completion of probation, and \$3,000 after 42 months of service. Side Letters with the associations memorializing the hiring bonuses are attached for approval.

Standby Duty Pay

During standby duty, certain employees are on-call and must be prepared to handle various types of emergencies, including but not limited to traffic control, traffic collision cleanup, water system repairs, and other critical infrastructure issues. The nature of these emergencies often requires immediate attention and effective management to ensure public safety and the continued operation of essential services. This responsibility can significantly impact personal and family time, as employees must stay close to their worksite and be ready to leave at a moment's notice, limiting their ability to fully relax or engage in activities with their family. Compensation for this duty is \$100 per week, with additional pay for emergency call-outs. Given the recent loss of employees in the Public Works & Community Services Department, the remaining staff are now required to work standby duty every other week. This increased frequency places additional strain on employees, further reducing their ability to enjoy personal and family time. The heightened demand for standby duty underscores the importance of maintaining adequate staffing levels to ensure both operational efficiency and employee well-being.

To that end, after meeting and conferring with the La Palma General Employees Association, it is recommended that the City Council increase standby duty pay from \$100 to \$200 per week. The enhanced compensation will remain in effect until an additional employee or contractor can be incorporated into the on-call rotation. Once this happens, the standby duty pay will revert to the original rate of \$100 per week.

ANALYSIS:

Hiring Bonus

The implementation of the \$10,000 hiring bonus has been carefully structured to ensure fiscal responsibility while achieving the desired recruitment and retention outcomes. Upon hiring, an initial payout of \$4,000 is provided to fill the position promptly. After the probationary period, a mid-term payout of \$3,000 is given, ensuring the new hire is a good fit and performs satisfactorily. A long-term payout of \$3,000 is awarded after 42 months, encouraging long-term retention and reducing turnover and the associated costs of rehiring and retraining.

Standby Duty Pay

This adjustment aims to fairly compensate employees for the increased demands of on-call shifts. The enhanced compensation will remain in effect until an additional employee or contractor can be incorporated into the on-call rotation, thereby distributing the workload more equitably. Once this additional staffing is achieved, the standby duty pay will revert to the original rate of \$100 per week. This temporary increase addresses the immediate need for adequate compensation while planning for a sustainable, long-term staffing solution. The current staffing shortage has placed additional burdens on existing employees, and this interim measure seeks to mitigate those pressures until the workforce can be stabilized.

FISCAL IMPACT:

The \$10,000 hiring bonuses are designed to ensure fiscal responsibility by reducing rehiring and retraining costs and spreading the financial impact over several years for better budget management. The temporary increase in standby duty pay will cost an additional \$100 per week per person on standby duty. All of these costs can be covered by salary savings from vacant positions within the respective departments.

ATTACHMENTS:

1. Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma Police Association
2. Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association
3. Resolution amending the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, CALIFORNIA, AMENDING THE
MEMORANDUM OF UNDERSTANDING AND SALARY
SCHEDULES FOR THE LA PALMA POLICE
ASSOCIATION**

WHEREAS, the City and the La Palma Police Association (LPPA) entered into a Memorandum of Understanding ("MOU") effective July 1, 2022, through June 30, 2025, and

WHEREAS, the City and LPPA have discussed amending certain provisions of the MOU to implement a new employee attraction and retention bonus program, and

WHEREAS, the City and LPPA have met and conferred in good faith and have agreed on amending certain MOU provisions, and

WHEREAS, the agreed-upon changes to the MOU are memorialized in the attached Side Letter between the City and LPPA.

NOW, THEREFORE, the City and LPPA agree to amend the MOU as follows:

SECTION 1. Adding a new type of Special Compensation under ARTICLE V, SECTION 5, P: Dispatcher Hiring Bonus: The City and LPPA mutually recognize the importance of having a competitive stance in the current law enforcement labor market in order to attract and retain quality police dispatcher applicants. City will implement a Police Dispatcher Hiring Bonus Program ("Program") to assist in achieving these objectives. The City will pay a new Police Dispatcher a hiring bonus of \$10,000, to be paid in three installments as follows: 1) \$4,000 to be paid on the first paycheck following the dispatcher's hire, 2) \$3,000 to be paid after successful completion of probation, and 3) \$3,000 after forty-two (42) months of continued employment as a full-time Police Dispatcher.

SECTION 2. All other terms and conditions of the MOU shall remain in full force and effect throughout the term of the MOU.

SECTION 3. The City Manager, or designee, is authorized to sign the attached Side Letter between the City and LPPA, which letter shall formalize the amendment contemplated herein.

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

SECTION 5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August 2024.

Marshall Goodman
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 August 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, CALIFORNIA, AMENDING THE
MEMORANDUM OF UNDERSTANDING AND SALARY
SCHEDULES FOR THE LA PALMA PROFESSIONAL
EMPLOYEES ASSOCIATION**

WHEREAS, the City and the La Palma Professional Employees Association (LPPEA) entered into a Memorandum of Understanding (“MOU”) effective July 1, 2022, through June 30, 2025, and

WHEREAS, the City and LPPEA have discussed amending certain provisions of the MOU to implement a new employee attraction and retention bonus program, and

WHEREAS, the City and LPPEA have met and conferred in good faith and have agreed on amending certain MOU provisions, and

WHEREAS, the agreed-upon changes to the MOU are memorialized in the attached Side Letter between the City and LPPEA.

NOW, THEREFORE, the City and LPPEA agree to amend the MOU as follows:

SECTION 1. Adding a new type of Special Compensation under ARTICLE III, SECTION 5, E: Hiring Bonus. City and LPPEA mutually recognize the importance of having a competitive stance in the current labor market in order to attract and retain quality employees for the Utilities/Maintenance Supervisor position. The City will implement a Hiring Bonus Program (“Program”) to assist in achieving these objectives. The City will pay a new Utilities/Maintenance Supervisor a hiring bonus of \$10,000, to be paid in three installments as follows: 1) \$4,000 to be paid on the first paycheck following the employee’s hire, 2) \$3,000 to be paid after successful completion of probation, and 3) \$3,000 after forty-two (42) months of continued employment as a full-time Utilities/Maintenance Supervisor.

SECTION 2. All other terms and conditions of the MOU shall remain in full force and effect throughout the term of the MOU.

SECTION 3. The City Manager, or designee, is authorized to sign the attached Side Letter between the City and LPPEA, which letter shall formalize the amendment contemplated herein.

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

SECTION 5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August 2024.

Marshall Goodman
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 August 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, CALIFORNIA, AMENDING THE
MEMORANDUM OF UNDERSTANDING FOR THE LA
PALMA GENERAL EMPLOYEES ASSOCIATION**

WHEREAS, the City and the La Palma General Employees Association (LPGEA) entered into a Memorandum of Understanding (“MOU”) effective July 1, 2022, through June 30, 2025, and

WHEREAS, the City and LPGEA have discussed amending certain provisions of the MOU to increase standby duty pay temporarily, and

WHEREAS, the City and LPGEA have met and conferred in good faith and have agreed on amending certain MOU provisions, and

WHEREAS, the agreed-upon changes to the MOU are memorialized in the attached Side Letter dated between the City and LPGEA.

NOW, THEREFORE, the City and LPGEA agree to amend the MOU as follows:

SECTION 1. Standby duty pay for eligible employees, as listed in Article III, Section 4 of the MOU, will increase from \$100 to \$200 per week temporarily.

SECTION 2. This temporary increase will remain in effect until an additional employee or contractor can be added to the on-call rotation. Once the additional staffing is achieved, the standby duty pay will revert to the original rate of \$100 per week.

SECTION 3. All other terms and conditions of the MOU shall remain in full force and effect throughout the term of the MOU.

SECTION 4. The City Manager, or designee, is authorized to sign the attached Side Letter between the City and LPGEA, which letter shall formalize the amendment contemplated herein.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

SECTION 6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August 2024.

Marshall Goodman
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 August 2024, 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: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Approval of Additional National Opioid Settlement with Kroger, Co.

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Adopt a Resolution authorizing participation in the settlement agreement with opioid distributor Kroger Co.
2. Authorize the City Manager or designee to execute any related documents.
3. Authorize the City Manager to execute and enter into future agreements related to the nationwide opioid settlement.

BACKGROUND:

In 2021, the La Palma City Council adopted a resolution authorizing the City to participate in two nationwide opioid settlement agreements with the three largest pharmaceutical distributors — McKesson, Cardinal Health, and Amerisource Bergen — and the opioid manufacturer Janssen (owned by Johnson & Johnson). Additionally, in 2023, the La Palma City Council adopted a resolution authorizing the City to participate in additional settlement agreements with three pharmacy chains (CVS, Walgreens, and Walmart) as well as two manufacturers (Allergan and Teva). By opting into these settlements, the City is expected to receive approximately \$331,200 over a period of 10-15 years. To date, the City has directed 100% of its allocation, totaling approximately \$31,300, to the County of Orange for opioid remediation and abatement programs.

A new settlement is proposed with Kroger Co., an additional defendant involved in the retail and manufacture of opioids. The terms of the 2024 Kroger Settlement Agreement B-4 are similar to the 2021 and 2023 agreements, requiring substantial participation, providing a broad release from opioid-related liability, and ensuring direct or indirect payment of settlement funds to participating local agencies.

SUMMARY:

The Kroger Co. Settlement Agreement could provide up to approximately \$1.37 billion to California, which assumes maximum participation. Similar to the 2021 and 2023 Settlement Agreements, the more local agencies that participate, the more funds will be available to California. Also, like the 2021 and 2023 Settlement Agreements, the use of the funds is restricted to opioid remediation and abatement programs. As with previous Settlement Agreements, 100% of the City's allocation will be redirected to the County of Orange for countywide opioid remediation and abatement programs.

ANALYSIS:

If the City opts into the settlement, it must release its claims against Kroger Co. in exchange for funding for opioid remediation and abatement programs. The last day to opt in is August 12, 2024.

By not acting, the City will not be a participant in the settlement. One advantage of not opting into the settlements is that the City would retain the ability to pursue its own litigation against opioid distributors and manufacturers. However, it appears unlikely that the City would pursue litigation. If the City does not opt in, funds will go directly to the State instead.

Furthermore, due to the likelihood of additional upcoming opioid-related litigation and settlements, the City Council should consider authorizing the City Manager to act and opt into future settlement agreements on its behalf subject to approval as to legal form from the City Attorney.

FISCAL IMPACT:

The City's share of the settlement is not clear at this time, as the allocations are dependent on the level of participation from local agencies; however, funds will be distributed over a 5-to-15- year period, depending on the settlement agreement.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, CALIFORNIA, AUTHORIZING THE CITY
MANAGER TO ENTER INTO THE SETTLEMENT
AGREEMENT WITH KROGER CO., AGREE TO THE TERMS
OF THE STATE SUBDIVISION AGREEMENT, AND
AUTHORIZE THE CITY MANAGER TO EXECUTE FUTURE
PROPOSED OPIOID SETTLEMENT AGREEMENTS**

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation (“MDL”) being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants’ unlawful conduct caused the opioid epidemic; and,

WHEREAS on or about March 22, 2024, the State of California reached a proposed multistate tentative settlement was reached between the plaintiffs in the MDL and Kroger Co. (“Kroger”), and,

WHEREAS, as part of the settlement with Kroger, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlements in exchange for a release of Kroger; and,

WHEREAS, copies of the proposed terms of the proposed nationwide settlement have been set forth in the Kroger Settlement Agreement; and,

WHEREAS, the Proposed California State Subdivision Agreement Regarding Distribution and Use of Settlement Funds (“CA Kroger Allocation Agreement”) allocates the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. All funds allocated to California from the Settlement shall be combined pursuant to the CA Kroger Allocation Agreement, and 15% of total from the settlement shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”); and,

WHEREAS, the Kroger Settlement Agreement provides, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Kroger Settlement Agreement (“California Opioid Funds”); and,

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, resulting in the CA Kroger Allocation Agreement from the settlement with Kroger; and,

WHEREAS, under the Kroger Settlement Agreement, certain local subdivisions that did not file a lawsuit against Kroger may qualify to participate in the settlement and obtain funds from the Abatement Account Fund; and,

WHEREAS, the City of La Palma is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the CA Kroger Allocation Agreement (the "Local Allocation"); and,

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, which will be disbursed on a schedule set forth in the Kroger Settlement Agreement and CA Kroger Allocation Agreement. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Kroger Settlement Agreement with Kroger by executing the Participation Form and to enter into the CA Kroger Allocation Agreement by executing the signature pages to those agreements; and

WHEREAS, it is the intent of this Resolution to authorize the City Manager to execute and enter into any other documentation in connection with the settlement with Kroger in order to join the settlement as set forth above; and

WHEREAS, it is further the intent of this Resolution to authorize the City Manager to settle and release other claims against other settling defendants in the MDL ("Future Settling Defendants") on terms substantially similar to those in the settlement with Kroger and execute settlement documentation related thereto, without further City Council review or approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Palma as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Manager is authorized to settle and release the City's claims against Kroger in exchange for the consideration set forth in the Kroger Settlement Agreement and CA Kroger Allocation Agreement.

SECTION 3. The City Manager is authorized to, without further City Council review or approval, settle and release the City's claims against any Future Settling Defendants, in exchange for consideration set forth in agreements substantially similar to the Kroger Settlement Agreement and CA Kroger Allocation Agreement. The City Council further authorizes, and delegates authority to, the City Manager to carry out all necessary acts to participate in, and effectuate, future settlements in the National Opioid Litigation, including, but not limited to, execution of all future settlements and related documents subject to approval as to legal form from the City Attorney.

SECTION 4. All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

SECTION 6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

Resolution No. 2024-____
Page 3 of 4

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 August, 2024, 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. 8



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Funding for North Orange County Service Planning Area (North SPA) for Fiscal Year 2023-2024

RECOMMENDED ACTION:

It is recommended that the City Council appropriate an additional \$64,000 from its Housing Fund to pay the City's share of costs for the North SPA Navigation Centers for Fiscal Year 2023-2024.

BACKGROUND:

In 2019, the City Council approved a Memorandum of Understanding (MOU) for the North SPA comprised of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Villa Park, Stanton, and Yorba Linda as well as the County. Among other things, the MOU committed the City to assist in funding both the construction and operation of two emergency homeless shelters ("Navigation Centers") in the cities of Buena Park and Placentia for a minimum period of ten years.

SUMMARY:

Part of the City's funding for both the construction and ongoing operation of the Navigation Centers was the inclusion of SB 2 (Building Homes and Job Act) funds, which are generated from a \$75 document recording fee on certain real estate transactions to provide funding for the development of affordable and homeless housing. Under SB 2, cities receive an annual allocation from HCD based on their size. After the City contributes its share of SB 2 funds, the City pays the rest of its allocation using monies from the Housing Fund.

However, a slowdown in the housing market is reducing the amount of SB 2 funds allocated to the City. When SB 2 funds fall short, the City must use more of its Housing Fund to cover the ongoing costs of the Navigation Centers. To make matters worse, the State is behind in allocating SB 2 funds to cities, including La Palma.

ANALYSIS:

The City Council allocated \$35,000 from its Housing Fund for the FY 2023-2024 North SPA payment. However, the total bill was \$98,624, which included prepaying the City's SB 2 share of \$32,718,

resulting in a remaining balance of \$65,906. It is important to note that the City will receive a reimbursement of \$32,718 once the North SPA Treasurer receives the City's SB 2 allocation from the State.

FISCAL IMPACT:

The City's share of ongoing North SPA operational costs for FY 2023-24 is \$98,624, but only \$35,000 was budgeted. Therefore, an additional appropriation of approximately \$64,000 from the Housing Fund is needed. The Housing Fund balance is approximately \$1.4 million. It's important to note that the City will receive a future reimbursement of \$32,718 for prepaying its share of SB 2 funds.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 9



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Director of Public Works & Community Services

AGENDA TITLE: Reject All Bids for Custodial Services and Approve a Contract Amendment to Current Contract

RECOMMENDED ACTION:

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

1. Reject all bids received without prejudice; and
2. Approve a First Amendment to the Professional Services Agreement for custodial maintenance services by extending the contract for up to six (6) months in an amount not to exceed \$45,000.

BACKGROUND:

None.

SUMMARY:

The current custodial services contract expires on September 1, 2024. Therefore, staff initiated a request for bids for custodial services.

On June 27, 2024, the City advertised and solicited bids on the City's OpenGov website for Custodial Services. On July 9, the City conducted a pre-bid meeting to review the project conditions, the schedule, and work sites. A total of fifteen (15) contractors attended the pre-bid meeting. The scheduled bid date was set for July 16, 2024.

On July 16, 2024, eleven (11) bids were received along with the signed addendum. Staff reviewed the bids, including pricing, and determined that additional time is needed to thoroughly assess the financial implications. This extended evaluation period will allow staff to consider all options and make a well-informed decision that aligns with the City's fiscal responsibilities and strategic goals. Therefore, staff recommends rejecting all bids and approving a contract amendment to extend the current contract for up to six (6) months for an amount not to exceed \$45,000. This extension will provide sufficient time to explore all available options and ensure the best value for the City.

ANALYSIS:

None.

FISCAL IMPACT:

The FY 2024-25 Budget includes \$99,000 for custodial services (001-370-6050-00000).

ATTACHMENTS:

1. Able Building Maintenance First Amendment

FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT

ABLE BUILDING MAINTENANCE COMPANY

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter, the “First Amendment”), entered into as of **August 6, 2024**, by and between the City of La Palma, a municipal corporation (hereinafter, the “City”) and **Able Building Maintenance, Co.** (hereinafter, the “Contractor”). The Contractor and the City are hereinafter together referred to as the “Parties” and each individually as a “Party.”

RECITALS

- A. The Parties have previously entered into a Professional Services Agreement (“Agreement”) for custodial maintenance services on September 7, 2021;
- B. The Agreement is scheduled to expire on September 30, 2024; and
- C. The Parties desire to amend the Agreement by extending the expiration date for an additional six months, from October 1, 2024, to February 28, 2025.

WHEREFORE, the Parties desire to amend said Agreement as follows:

- 1. **Term and Compensation.** Extend the Agreement for six (6) months starting October 1, 2024, for a total amount not to exceed \$45,000 during this extended term.
- 2. **Status of Agreement.** Except noted as above, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first written above.

CITY OF LA PALMA

By: _____
Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

Able Building Maintenance, Co.

By: _____
Steve Selock
Vice President

City of La Palma

Agenda Item No. 10



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Director of Public Works & Community Services

AGENDA TITLE: Notice of Completion and Acceptance of Work for the City Hall Railing and Sidewalk Improvement Project

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Authorize the Public Works & Community Services Director to file the Notice of Completion and Acceptance of Work with the Orange County Recorder for the City Hall Railing and Sidewalk Improvements, City Project No. 23-BLDG-01; and
2. Authorize the release of the final 5% retention for the project to Premo Construction Inc. of Irvine, California after the Notice of Completion and Acceptance of Work is recorded with the Orange County Recorder's Office.

BACKGROUND:

None.

SUMMARY:

At its meeting on November 7, 2023, the City Council awarded a contract in the amount of \$159,100 to Premo Construction Inc. of Irvine, California, for construction services for the City Hall Railing and Sidewalk Improvements, City Project No. 23-BLDG-01.

The scope of work included the removal and replacement of deteriorated exterior concrete railing panels and sidewalk repairs at City Hall. The project included the forming and pouring of replacement railing panels, installation and painting, and the removal and replacement of several sidewalk areas. The work was substantially completed on June 4, 2024, and their quality of work is satisfactory.

The following two (2) City requested change orders were issued to complete the project:

Change Order	Description	Amount
1	Replace window flashing at Police Dept. windows, parking lot sidewalk repairs, City Hall stucco repairs	\$5,014.62
2	As CO 1 was being completed, additional sidewalk required repairing	\$1,214.18
	Total Change Order Costs:	\$6,228.80

The final contract amount based on actual quantities and unforeseen change orders totals \$165,328.80. This resulted in a funding surplus as follows:

Bid Amount	\$159,100.00
Total Change Order Costs	\$6,228.80
Total Project Costs	\$165,328.80
Total Project Funding with Contingency	\$230,000.00
Funding Surplus	\$64,671.20

The project was completed on schedule.

The final 5% retention for the project is released to the contractor after the Notice of Completion and Acceptance of Work is recorded with the Orange County Recorder's Office. No liens or stop notices against the contractor or project have been received. Therefore, the final 5% retention payment must be released to the contractor, as per the contract documents.

ANALYSIS:

None.

FISCAL IMPACT:

The FY 2023-24 Capital Improvement Program Budget allocated \$230,000 for this project (035-900-8868-00000). The project was completed under budget, resulting in a savings of approximately \$64,700.

ATTACHMENTS:

1. Notice of Completion

Recording Requested by
CITY OF LA PALMA

When Recorded Mail To:
CITY OF LA PALMA
7822 Walker Street
La Palma, CA 90623-1771

This Space is for Recorder's Use Only

**NOTICE OF COMPLETION
AND
ACCEPTANCE OF WORK**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is public property.
2. The City of La Palma, 7822 Walker Street, La Palma, California 90623, as owner of the property hereinafter described caused improvement to be made, to wit:

Work includes included the removal and replacement of deteriorated exterior concrete railing panels and sidewalk repairs at City Hall. The project included the forming and pouring of replacement railing panels, installation and painting, and the removal and replacement of several sidewalk areas in the City of La Palma.

3. The name and address of the contractor for the work of improvement as a whole is:

Premo Construction.
#7 Copper Hill Street
Irvine, CA 92620

4. The notice is given for (check one):
 - ☒ Completion of the work improvement as a whole
 - ☐ Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186)

The contract for the doing of the project of which was heretofore entered into on the **7TH** day of **November, 2023**, which contract was made with **PREMO CONSTRUCTION**, as Contractor; that the work was actually completed on the **4TH** day

of JUNE, 2024, and accepted on the 6TH day of AUGUST, 2024; that title to said property is vested in the City of La Palma; that the surety for said Contractor is JET INSURANCE COMPANY, and that the property hereinbefore referred to and on which said improvement was made as described as follows:

City Hall Railing and Sidewalk Improvements, City Project No. 23-BLDG-01

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 6, 2024

Place: La Palma, CA

Andy Ramirez, Public Works & Community Services
Director, City of La Palma

**STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)**

VERIFICATION

I, ANDY RAMIREZ, state; I am the Public Works & Community Services Director of the City of La Palma identified in the foregoing Notice of Completion. I have read said Notice of Completion and know that contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on AUGUST 6, 2024, at 7822 Walker Street, City of La Palma.

By

Andy Ramirez, Public Works & Community Services
Director, City of La Palma

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

}

On _____ before me, _____

Personally appeared _____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

Signature

Signature of Notary Public

City of La Palma

Agenda Item No. 11



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Director of Public Works & Community Services

AGENDA TITLE: Award of Contract for NPDES and FOG Services Contract

RECOMMENDED ACTION:

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

1. Approve the Award of Contract for professional services to implement and enforce compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit and the Fats, Oils and Grease Program (FOG) program to CASC Engineering and Consulting, Inc.; and
2. Authorize the City Manager or designee to execute the agreement.

BACKGROUND:

The City has adopted ordinances and developed programs to implement stormwater requirements mandated by the State of California Regional Water Quality Control Board. Under the City's NPDES permit program, stringent measures are in place to prevent harmful pollutants from entering the underground drainage system via the right of way and private properties. To address this, weekly street sweeping operations, bi-annual cleaning of storm drain catch basins, inspections, and other activities are designed to ensure that only clean stormwater and runoff enter into the region's waterways. Additionally, the NPDES program entails a thorough review of all development plans to ensure compliance with federal, state, and regional regulations.

Further, the City manages the Fats, Oils, and Grease (FOG) program. This program monitors and inspects food service operations of businesses within the City that may disrupt the sewer system flows and create clogging issues. Therefore, the City's ordinance requires inspection of food service operations to ensure the required grease interceptors are clean and operational.

Implementation of both programs involves regulatory reporting, documentation of inspections with photographs, tracking of materials removed from streets, and adherence to other permit-related regulations. These measures are crucial for the City's compliance with State and Federal laws governing the NPDES and FOG programs. Successful execution of the NPDES and FOG technical programs necessitates that contract staff assigned to these responsibilities possess appropriate State Certifications.

SUMMARY:

On June 19, 2024, the City posted the Request for Proposals on OpenGov, the City's public bidding platform. On July 2, 2024, two (2) proposals were received on the OpenGov website. No project addendums were issued. The proposals received were as follows:

Proposals Received
1. Bureau Veritas - Irvine, CA
2. Casc Engineering and Consulting - Irvine, CA

The State Business and Professions Code, Section 5536 et seq, requires the jurisdiction to base the selection process on the most qualified firm and personnel to complete the scope of work when hiring professional services. The jurisdiction reviews the proposals and rates the proposer's submittal according to the criteria noted in the Request for Proposal.

The proposals were evaluated and the selection of the firm was based on, but not limited to:

- Staffing Capabilities/Technical Competence – Extensive knowledge and background for both program regulations within Orange County. Training and proven expertise in the area of work required. Proven program management skills.
- Past Performance Record – Experience in work of similar complexity and scale. Efficiency and timeliness in completion of program requirements.
- Approach to Work – Methodology to be implemented to address and coordinate the various elements within the program.
- Cost Control – Demonstrated ability to provide innovative and reliable solutions using available City resources.

As part of the process, the jurisdiction rates and selects the most qualified proposer. The costs of the most qualified proposer are evaluated and negotiated in the jurisdiction's best interests.

Staff reviewed the proposals for compliance with the Request for Proposal, and evaluated and rated each proposal. The following table reflects the rankings based on the scores determined by staff.

Proposing Firm	Ranking
1. Casc Engineering and Consulting - Irvine, CA	95
2. Bureau Veritas - Irvine, CA	80

Staff determined the most qualified firm to be Casc Engineering and Consulting, as determined as shown in the rankings table above. Staff also reviewed the hourly rates provided by the firms for their staff. The information was as follows:

Firm	Staff Designations	Hourly Rate
Casc Engineering and Consulting	Primary Assigned Staff	\$112.00/hr
	Back-up/Senior Assigned Staff	\$119.00/hr

	Program Manager	\$135.00/hr
Bureau Veritas	Primary Assigned Staff	\$120.00/hr
	Back-up/Senior Assigned Staff	\$120.00/hr
	Program Manager	\$165.00/hr

In reviewing each firm's staff hourly rates, Casc Engineering and Consulting offers the most competitive rates. Selecting Casc Engineering and Consulting will provide lower overall program costs for the City. The anticipated work schedule for the proposed Consultant is approximately 20-24 hours per week.

As part of its due diligence, staff confirmed that Casc Engineering and Consulting, Inc, provides NPDES and FOG inspection and program services to various California jurisdictions. Such municipalities have included the cities of Pomona, Montclair, Rialto, and Palm Springs. References from their clients indicate that their work product was excellent.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The award of contract is Categorical Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 exemption (Cal. Code Regs., Title 14, Section 15301). The Class 1 exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration to existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The City's NPDES and FOG Program consists of minor operation applications on existing buildings involving negligible expansion of the existing use and therefore qualifies as a Class 1 exemption.

TENTATIVE SCHEDULE

Award Contract	August 6, 2024
Execute Agreement	August 16, 2024
Commence Program	September 3, 2024

ANALYSIS:

None.

FISCAL IMPACT:

The City budgeted Fiscal Year 2024-25 Professional Services to implement and enforce the City's NPDES and FOG Programs in Account # 001-405-6000-00000 and Account # 052-480-6000-38020 respectively. The amount allocated to the FOG program is \$99,100 and \$13,700 for the NPDES Program.

ATTACHMENTS:

1. Agreement for NPDES and FOG Consulting Services

AGREEMENT FOR CONSULTING SERVICES

CASC ENGINEERING AND CONSULTING, INC.

THIS AGREEMENT FOR CONSULTANT SERVICES (hereinafter, the “Agreement”), is entered into as of August 6, 2024, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the “City”), and **Casc Engineering and Consulting, Inc.**, (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 Time. Time is of the essence for this Agreement. The Consultant shall perform all Consultant Services, and each component thereof, within the time periods set forth in the Scope of Work. Consultant will perform all tasks included in the Scope of Work prior to June 30, 2024.

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 subcontractors 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 subcontractors 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 or subcontractors 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 **Director of Public Works & Community Services** 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 subcontractor 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:

Melanie Sotelo, Associate Vice 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" for an amount not to exceed \$100,000.

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 Contractor. The Consultant is retained as an independent contractor 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, subcontractor, 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 subcontractor to commence services until all such insurance has been obtained by the sub-consultant or subcontractor. 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 subcontractors 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, or 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, or 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 subcontractors 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 Street
La Palma, CA 90623
Attn: Public Works & Community Services Director

If to the Consultant:

Casc Engineering and Consulting, Inc.
18 Technology Drive, Suite 135
Irvine, CA 92618
Attn: Melanie Sotelo, Associate Vice President

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.

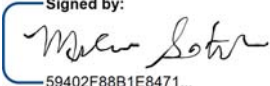
CITY OF LA PALMA

By: _____
Conal McNamara
City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONSULTANT

By:  _____
Signed by:
59402F88B1E8471...
Melanie Sotelo
Associate Vice President

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
Ajit Thind
City Attorney

EXHIBIT A

Scope of Work

It is anticipated that the selected consultant will support the City with a combination of in-house, field work, meetings, and satellite services. The Department anticipates an allocation of 16 to 24 hours per week with the selected provider. Any work involving private development or Public Works construction projects is additional and performed on a time and material basis. This allows the Department to contract for more complex expertise.

GENERAL SCOPE OF SERVICES

1. The Consultant shall provide Professional Stormwater Quality Services on a monthly services costs and time/material costs, Not to Exceed basis, to the City of La Palma, including the following;
2. The Consultant shall coordinate with City staff and Departments regarding the programs related tasks and prepare and submit monthly program status reports to the City.
3. Review and be familiar with the State and Federal permits, regulations and guidelines, and provide the City staff with technical memorandums regarding any changes or updates.
4. The consultant shall utilize wireless devices to connect to the City's online database to enter in inspection information in real-time but no later than the same day the inspection is performed. The wireless devices shall be either a laptop, tablet type or smart phone device that has the ability to print the inspection directly in the field to provide to the facility representative. This requirement may be waived at the discretion of the Public Works Director depending upon the device chosen. The devices are subject to the approval of the Public Works Director. These requirements do not relieve the consultant of any required paper documentation that is necessary or required for compliance with eh NPDES permits, WDR's, FOG Program. In addition, all data collected shall become the property of the Public Works Department and shall be provided to the City in a format approved by the City.
5. Prior to starting any work, the Consultant shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule and over-al project estimate, to the Contract Officer for approval. Not work shall begin until written approval by the Public Works Department.
6. Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and Consultant.
7. The Consultant understands that this is not an exclusive contract and that the City may use its own forces or others at its discretion.
8. Consultant's employees shall maintain a neat, well groomed, appearance at all times while performing duties related to this program. Hair (including facial hair) shall be maintained in a neat, well groomed, fashion. The employees' clothing shall be professional and maintained in a clean and neat order with no rips, tears, or permanent stains present. Employees with tattoos and/or body piercing that is determined by the Authorized Representative to potentially present an unprofessional appearance, or one which is not in keeping with professional image the City wishes to present, shall be immediately replaces

- with an employee who meets all criteria required in these specifications.
9. Consultant's employees shall act in a courteous, professional, manner at all times while working on the project. Every effort shall be made to perform the work causing the least disturbance to the business being inspected. Any employee, who is determined to be incompetent, disorderly, intemperate, or otherwise objectionable, shall immediately be removed and replaced with a satisfactory employee.
 10. The Public Works Director, at his/her discretion, may remove any employee deemed unsuitable and the consultant shall replace said employee with new personnel.
 11. Other tasks, including office work (when not at the City of La Palma, non-routine fieldwork (i.e. special site inspections and some follow-up inspections) may be performed outside of time restrictions as follows between the hours of 7:30 am to 5:30 pm, Monday through Thursday and 8:00 am to 5:00 pm on Fridays.
 12. Consultant shall present an official form of identification at all times when conducting inspections.
 13. Consultant shall maintain an office at some fixed place and shall maintain a telephone at this office, which should be in the telephone director in the firm's commonly known name, an shall at all times have a responsible person(s), employed by the consultant, to take all necessary action regarding all inquiries and complaints that may be received from the City and/or business owners during normal working hours. These inquiries will likely include but not limited to the following:
 - a. Questions from the Field Staff asking for clarifications of program requirements.
 - b. Questions from City Staff regarding staffing, data management, and billing issues.
 14. Because of the potential technical nature of these questions, the individual(s) responsible for this effort shall be thoroughly knowledgeable about the NPDES and FOG programs, especially as it applies to the City of La Palma's programs.
 15. The Consultant's field inspections shall be equipped with a cellular phone to allow immediate contact by City of La Palma's contract officer. The Consultant's staff shall be reachable between the hours of 7:30 am to 5:30 pm, Monday through Thursday and 8:00 am to 5:00 pm on Fridays.
 16. Any complaints or questions that cannot be resolved by the Consultant shall be referred to the City Representative.
 17. Employees shall be trained to recognize typical hazards associated with commercial, industrial and food service establishment activities. It shall be the Consultant's responsibility to train employees to identify hazards at locations noted above. Any hazards present, that would prevent the employees from safely conducting the inspection, shall be reported to the Authorized City Representative. An inspection shall not be conducted while this hazard or safety concern exists.
 18. General safety precautions (i.e. proper driving practices, wearing hard hats, ear protection, etc. in prescribed area, avoiding confined spaces, etc.) shall be exercised by Consultant staff at all times.
 19. Any and all photographs taken by the consultant shall be geolocated.

NPDES SCOPE OF SERVICES

1. The Consultant shall provide NPDES/Stormwater inspections and audit compliance that are in compliance with State of California Regional Water Quality Control Board, Santa

Ana Region Order No. R8-2009-0030, NPDES Permit No. CAS618030 as Amended by Order No. R8-210-0062, land, state and redevelopment law. More specifically, attention is directed to Section IX, Municipal Inspections of Industrial Facilities and Section X, Municipal Inspections of Commercial. If the Consultant provides building and grading inspection services for the City, the Consultant shall coordinate all activities related to NPDES Permit compliance that affect such.

2. The Consultant shall provide construction and water quality management plan compliance/verification support services and ensure compliance with the WQMP requirements as established by the latest NPDES Permit.
3. The Consultant shall provide personnel that have extensive knowledge of NPDES Permit and WDR's and applicable laws and regulations to actively manage, inspect, document and report regarding NPDES compliance with Sewers and Storm Drains regulations, Chapter 34 of the La Palma Municipal Code as shown in Appendix "C".
4. When required, the Consultant's personnel shall hold the appropriate licenses and certifications as required by the work and be properly trained in accordance with the NPDES permit and WDR's. Documentation to that affect shall be provided before start of the contract with annual updates prior to July 1, each year for submittal to the City's annual report to the Regional Board.
5. Consultant shall provide all dischargers and/or consultants with all relevant documents pertaining to the City of La Palma's Municipal Code requirements. These documents shall be drafted, approved and supplied by the City of La Palma. All pictures, video, documentation, etc., shall be made available to the City of La Palma at all times and become the project of the City.
6. Consultant shall keep all written records and all computer files/discs for a minimum of three (3) years. All records will be made available to the City of La Palma at all times and submitted to the City after the end each reporting year.
7. Review and evaluate existing Stormwater program and provide recommendations and implementation procedures.
8. Provide recommendations for the development of Code Enforcement procedures in compliance with the City's Municipal Codes for environmental programs.
9. Represent the City at local and regional meetings, such as the Stormwater General Permittee, sub-committee, and Regional Water Board meetings.
10. Serve as the City's liaison with the Regional Water Board, County of Orange, and other local agencies on matters related to environmental programs.
11. Prepare and submit the required permit-related reports including quarterly progress and annual Stormwater program reports.
12. Prepare staff reports for City Council meetings and other reports, as requested by the City.
13. Prepare and submit other documentation as requested by the City.
14. Provide educational trainings and workshops on pollution prevention measures to City staff.
15. Coordinate with the County of Orange to develop and distribute outreach materials to residents and businesses.
16. Assist the City in the development and maintenance of an efficient database system with GPS coordinates and maps to track the City's activities related to environmental programs.
17. Develop accurately depicted maps to enhance reports or other documentation.
18. Conduct IC/ID inspection, investigation, Code Enforcement, and prepare the required

notifications and reports.

19. Prepare necessary water quality inspection and reporting for municipal, commercial, industrial facilities, residential developments, multi-family developments and construction projects, to assure the implementation of best management practices for pollution prevention as required by the National Pollutant Discharge Elimination System (NPDES) permit and the State Construction General permit (CGP).
20. Develop the necessary templates for pollution prevention plans during construction and post construction phases. Coordinate with other City departments to ensure all new development and redevelopment projects meet NPDES permits and City requirements.
21. Review and approve Water Quality Management Plan (WQMP) for development, redevelopment, and projects.
22. Review and approve Stormwater Pollution Prevention Plan for high priority construction projects and Water Pollution Control Plans (WPCPs) for medium and low priority projects.
23. The Consultant shall be on-site for any emergency responses within 45 minutes of being notified.
24. The Consultant shall provide all inspection services.
25. The Consultant shall provide all follow-up inspection services as needed.

FOG PROGRAM SCOPE OF SERVICES

1. The Consultant shall provide Fats, Oils and Grease (FOG) inspection that are in compliance with the State of California Regional Water Quality Control Board (RWQCB), Santa Ana Region Order No. R8-2002-0014, General Waste Discharge Requirements (WDR) for all Sewage Collection Agencies in Orange County within the Santa Ana Region and State Water Resources Control Board (State Water Board) adopted Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems, Water Quality Order No. 2006-0003 (Sanitary Sewer Systems WDR).
2. The Consultant shall furnish all labor, equipment, materials, tools, services, and special skills required to perform “FOG Compliance” inspections, at food services establishments within the City of La Palma, as prescribed by the WDR Order and the specifications includes in this document. The Consultant shall provide sufficient personnel, materials, and supplies to accomplish the inspections approximately 50 food service establishments. It is anticipated that there will be follow-up inspections conducted when violations are observed during routine inspections.
3. The Consultant shall provide professional Fats, Oils & Grease/Environmental Compliance Inspections and Plan Check Services on a Time and Material, not to exceed basis, to the City of La Palma, including but not limited to:
 - Attending meetings upon request of the Contract Officer
 - Permit and Grant Application Services as directed
 - Public Outreach Services as directed
4. The Consultant shall furnish adequately trained inspectors with the knowledge, skills, and abilities to perform inspections at food service establishments for compliance with local surface water quality FOG regulations (City of La Palma Ordinance No. 2022-13, which can be found under Chapter 34 of the La Palma Municipal Code and take appropriate enforcement actions based on observed violations. Consultant will inspect all Grease Interceptors and Grease Traps within the City of La Palma sewer service area every four

months. Consultant shall also perform Grease Best Management Practices Inspections on an annual basis.

5. Consultant shall coordinate with the Authorized City Representative and provide schedules that will accomplish the inspections within the required timeframe. The Consultant shall perform inspections every four months on behalf of the City of La Palma and will perform the following minimum actions at all inspections:
 - Contact Food Service Establishment representative
 - Determine capacity and condition of grease interceptor/trap and required inspection results/findings
 - Review recent pumping manifests and/or grease receipts and input into database.
 - Obtain pH sample and record results from Grease interceptors only
 - Inform Food Service Establishment representative of all findings and/or actions.
 - Issue Notice of Non-Compliance if necessary and provide follow up as required.
6. Consultant shall provide database updates to the Authorized City Representative upon conclusion of each round of inspections. The database will include all food service establishments which do and/or do not discharge waste water containing fats, oils or grease (FOG) into the sanitary sewer collection system. This database will include, but not limited to, the following information:
 - Name and location of food service establishment
 - Property owner, manager, contact person name(s) and phone number(s).
 - Grease interceptor/trap location, number of inspection points and volume in gallons of grease control device
 - Date of inspections, most recent pumping date, and condition of interceptor/trap
 - Waste hauler names, addresses and phone numbers
 - Notice of Non-Compliance issuance dates(s), re-inspection dates, and findings as well as any/all relevant information
7. Consultant shall keep all written records and all computer files/discs for a minimum of three years. All records will be made available to the City of La Palma at all times and submitted to the City of La Palma after three-year period. Consultant shall gather, maintain and provide a complete database of all food service establishments which do and/or do not discharge wastewater containing fats, oils, and grease (FOG) into the sanitary sewer collection system.
8. Consultant shall perform on-site Grease Best Management Practices inspections at all food service establishments listed currently, or in the future within the City of La Palma food service establishment database, on an annual basis. Consultant shall inspect each food service establishment a total of two time, the initial inspection and then the follow-up inspection if the facility is found non-compliant. If compliance is not obtained by the food service establishment after the second inspection, the Consultant shall notify the City of La Palma of such food service establishments, along with all relevant information, including the reason(s) for the issuance of the Notice of Non-Compliance.
9. Consultant shall conduct field inspections of food service establishment to ensure compliance with applicable local surface water quality regulations and related Grease Best Management Practices (GBMPs). Consultant shall inspect for the following during these inspections: (1) Removal of garbage grinder, (2) Inspect grease collection maintenance logs, exhaust hood maintenance logs and employee training logs, (3) Inspect for installation and maintenance of all drain screens, (4) Inspect to ensure food waste BMPs are followed,

- (5) Inspect to ensure dry wiping BMP is followed, (6) Inspect for emergency spill materials or spill response kit, (7) Inspect to ensure Stormwater/Grease BMP poster(s) are located in approved areas. The inspection findings shall be entered into an electronic inspection tracking system prepared by the City and that can feasibly be used by the City for its monitoring purposes.
10. Consultant shall notify all dischargers found to be in non-compliance or subject to notice of violation. Consultant shall not provide any form of legal enforcement or take part in any form of enforcement action(s). All legal enforcement and actions taken against any discharger by the City of La Palma, after the notice of non-compliance procedures have been fulfilled by the Consultant, will be the sole responsibility of the City of La Palma. Consultant shall cooperate in full with the City in all matters regarding possible enforcement action(s) and other general matters regarding the City's sanitary sewer ordinance requirements.
 11. Consultant shall be available to provide consultation for items such as City Council meeting, workshops, or community meetings, at a rate approved by the City of La Palma and Consultant.
 12. The Consultant shall provide a representative (project manager) to review inspection activities as necessary for the purpose of determining compliance with these specifications. The topics to be addressed include but are not limited to the following:
 - Providing complete site reviews to ensure compliance with applicable regulations.
 - Providing appropriate notification to food service establishments being inspected.
 - Providing courteous and professional inspections at food service establishments.
 - Providing the appropriate rate of inspections to ensure all sites which require inspections during the fiscal year are inspected as prescribed by the program.
 - Providing a summary of unusual or outstanding issues concerning non-compliance or other ongoing issues of concern.
 - Provide information or suggestions for modification or revisions of the database maintenance and information processing program.
 13. Review and evaluate existing FOG program and provide recommendations and implementation procedures.
 14. Provide recommendations for the development of Code Enforcement procedures in compliance with the City's Municipal Codes for environmental programs.
 15. Serve as the City's liaison with the Regional Water Board, County of Orange, and other local agencies on matters related to environmental programs.
 16. Prepare and submit the required permit-related reports including quarterly progress and annual FOG program reports.
 17. Prepare staff reports for City Council meetings and other reports, as requested by the City.
 18. Prepare and submit other documentation as requested by the City.
 19. Provide educational trainings and workshops on FOG pollution prevention measures to City staff.
 20. Coordinate with the County of Orange to develop and distribute outreach materials to residents and businesses.
 21. Assist the City in the development and maintenance of an efficient database system with GPS coordinates and maps to track the City's activities related to environmental programs.
 22. Develop accurately depicted maps to enhance reports or other documentation.
 23. The Consultant shall be on-site for any emergency responses within 45 minutes of being

notified.

24. The Consultant shall provide all inspection services.

25. The Consultant shall provide all follow-up inspection services as needed.

EXHIBIT B

Budget and Fee Schedule

See attached

Project		Annual Estimate and Billing Rates										Other Direct Costs												
City of La Palma NPDES and FOG Support Services ANNUAL FEE ESTIMATE* CASC Engineering and Consulting, Inc. 2024 Confidential Proposal		Position and Name >>>	Senior Project Manager	Project Manager	Sr. Engineer	Assistant Engineer	Lead Inspector	Field Inspector/ Program Support	GIS Specialist	Project Coordinator	Labor Subtotal			ODC-Printing Material	ODC - Reports/Educational Material/Etc.	Permits/Fees/Rental	Equipment & Supplies	Mileage	Other Direct Cost	Total by Task				
		Billing Rate >>>	\$150.00	\$135.00	\$165.00	\$150.00	\$119.00	\$112.00	\$115.00	\$99.00		Unit Rate >>>	\$	1.00	\$	1.00	\$	0.67						
		Est. Hours >>>		10								10	Est. Units >>>											
		Est. Amount >>>	\$	-	\$	-	\$	-	\$	-	\$	-	Est. Amount >>>	\$	-	\$	-	\$	-		\$	1,350.00		
		Est. Hours >>>		2				2	350			354	Est. Units >>>						330			\$	39,929.10	
	NPDES Inspection Services for commercial and industrial sites (Assumes 20% follow-up)	Est. Amount >>>	\$	270.00	\$	-	\$	238.00	\$	39,200.00	\$	-	\$	-	\$	-	\$	221.10	\$	221.10	\$	39,929.10		
	FOG + NPDES Inspection Services for FOG sites (Assumes 20% follow-up)	Est. Hours >>>	2				4	320			326	Est. Units >>>						792						
		Est. Amount >>>	\$	-	\$	270.00	\$	476.00	\$	35,840.00	\$	-	\$	-	\$	-	\$	530.64	\$	530.64	\$	37,116.64		
	Additional NPDES Inspections: Construction, ICID investigations	Est. Hours >>>					2	60			62	Est. Units >>>												
		Est. Amount >>>	\$	-	\$	-	\$	238.00	\$	6,720.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,958.00		
II	As Needed NPDES and FOG Administrative Support Services	Est. Hours >>>	24	15	15	10	15	10		20	109	Est. Units >>>						132						
		Est. Amount >>>	\$	3,600.00	\$	2,025.00	\$	1,500.00	\$	1,785.00	\$	1,120.00	\$	-	\$	1,980.00	\$	-	\$	88.44	\$	88.44	\$	14,573.44
		Est. Hours >>>											Est. Units >>>											
Annual Project Estimate Summary Totals		Est. Hours >>>	24.0	29.0	15.0	10.0	23.0	740.0	0.0	20.0	861.0	Est. Units >>>						1,254.0						
		Est. Amount >>>	\$3,600	\$3,915	\$2,475	\$1,500	\$2,737	\$82,880	\$0	\$1,980	\$99,087.00	Est. Amount >>>	\$	-	\$	-	\$	840.18	\$	840.18	\$	99,927.18		

OPTIONAL SERVICES																			
III (Not proposed as part of this scope.)																			
Development of GIS Web and Mobile Applications		Est. Hours >>>		20	0	0						75	Est. Units >>>						\$ 9,025.00
(Not proposed as part of this scope.)		Est. Amount >>>	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,325.00	\$ -	\$ 9,025.00	Est. Amount >>>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,025.00

REIMBURSABLE EXPENSES:

The following expenses will be billed at cost plus 5% unless otherwise noted:

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at \$50.00 per hour plus current IRS mileage reimbursement rates per mile round trip, with no additional markup.

NOTES:

Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the Prevailing Wage rate, plus a multiplier of approximately 3.4 for overhead and profit. The Prevailing Wage rate shall be based upon the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed. Please contact CASC for specific project prevailing wage rates.

Litigation Support and Expert Witness shall be at 2.0 times the above noted hourly rates.

Task estimates: Line items for task estimates may be adjusted as required by the City's need for support services. Requested support services must not exceed the total project budget.

City of La Palma

Agenda Item No. 12



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Director of Public Works & Community Services

AGENDA TITLE: Award of Contract for City Facilities Painting

RECOMMENDED ACTION:

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

1. Award a contract and authorize the City Manager or designee to execute all documents with Dulux Painting Inc., dba Depot Painting of Rancho Palos Verdes, California for the City Facilities Painting Project for the amount of \$37,500.00; and
2. Approve a 15% contingency and authorize the City Manager to approve necessary change orders.

BACKGROUND:

None.

SUMMARY:

City staff prepared plans and specifications for the painting of City Facilities that included the following areas:

Facility Area	Scope of Work
City Hall	All stucco surfaces, metal window frames, metal flashings
City Hall Railings	All metal railings
Police Department	All stucco surfaces, metal window frames, metal flashings
Fire Department	All stucco surfaces, metal window frames, metal flashings

Community Center / Central Park	All stucco surfaces, metal window frames, metal flashings
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The Scope of Work includes necessary cleaning, crack filling, spall repairs, scraping, and sanding as required per industry standards for a complete project. Colors will match the existing color for all stucco portions. Metal window frames will be black to match the existing areas with inset panels to match the stucco color. Metal flashing will also match what is existing.

On April 9, 2024, the City advertised and solicited bids on OpenGov, the City's public bidding platform for Project No. 24-BLDG-01. On April 23, 2024, a mandatory pre-bid meeting was held and fifteen (15) firms attended. The scheduled bid date was set for April 30, 2024, and ten (10) bids were received. Staff reviewed all bid documents and confirmed that Dulux Painting, Inc., dba Depot Painting submitted a bid and met all bidding requirements.

Staff reviewed all bid documents and confirmed that Dulux Painting, Inc., dba Depot Painting submitted a bid and met all bidding requirements. The table below reflects the bid results:

Contractor	Total Bid Amount
1. Dulux Painting Inc.	\$37,500
2. U.S. National Corp.	\$49,900
3. Piana Construction and Painting Inc.	\$69,900
4. Optimus Construction and Painting Inc.	\$84,000
5. Premo Construction Inc.	\$89,657
6. Perfection Painting Corp.	\$96,000
7. Color New Company	\$97,000
8. MEAR Construction Inc.	\$100,500
9. AM Painting Inc.	\$117,500
10. Mariscal Painting	\$150,000

Based on project costs, staff recommends completing the project. The bid costs are significantly lower than the original estimates.

The table below presents the total project cost, including a fifteen percent (15%) contingency:

Description	Base Bid
Construction Cost	\$37,500
Contingency 15%	\$5,625
Construction Management and Inspections (contract services, if needed)	\$7,500
Total Estimated Project Cost	\$50,625

Approval of the agenda item also authorizes the expenditure of all available contingencies in the project. The contingencies will be available for any necessary change orders associated with

unforeseen circumstances. Examples include termite damage, unforeseen conditions, or any other miscellaneous repairs necessary to complete the project. Said circumstances are typical for this type of project. The contingency amount is proposed at fifteen percent (15%) of the construction cost.

Dulux Painting Inc., has satisfactorily performed and completed similar work for the Buena Park School District this past summer and in various California agencies and jurisdictions. These include the City of Costa Mesa, Laguna Niguel, and the Glendale Unified School District (USD), Placentia-Yorba Linda Unified School District USD, and Westminster School District. References from these clients indicate that their work product was excellent.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Award of Contract is Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 exemption (Cal. Code Regs., Title 14, Section 15301). The Class 1 exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration to existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The City's Capital Improvement Program (CIP) consists of minor maintenance applications on existing City facilities involving negligible expansion of the existing use and therefore qualifies as a Class 1 exemption.

TENTATIVE SCHEDULE

Award of Contract	August 6, 2024
Commence Construction	September 2024
Complete Construction	October 2024
Project Closeout	November 2024

ANALYSIS:

None.

FISCAL IMPACT:

The FY 2024-25 Capital Improvement Plan Budget includes a total of \$160,000 from the Capital Outlay Reserve Fund (COR) for City Facilities painting: \$85,000 for the Civic Center (035-900-8868-00000) and \$75,000 for the Community Center (035-900-8868-00000).

ATTACHMENTS:

1. Agreement for Dulux Painting

AGREEMENT FOR CONSTRUCTION SERVICES**DULUX PAINTING INC., DBA DEPOT PAINTING**

This Agreement for Construction or Services (“Agreement”), made and entered into this day of August 6, 2024 between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the “City”, and Dulux Painting, Inc., dba Depot Painting hereinafter called and referred to as the “Contractor.” The Contractor and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

1. **RECITALS:** This Agreement is made and entered into with respect to the following facts:

(a) That City desires to obtain through the Contractor the services set forth and described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Contractor Services”).

(b) That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.

(c) That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

(d) That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

2. **SERVICES:**

(a) **Provision of Contractor Services:** During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit “A.” Time is of the essence for this Agreement.

(b) **Additional Services:** If the City desires to add additional services or service locations not specifically described in Exhibit A (“Additional Services”), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, 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 Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit “A” or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided

contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefor. Unless contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

(c) Standard of Performance: In performing the Contractor Services, the Contractor 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 Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

(d) Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor 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 Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

(e) Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

(f) Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

3. AUTHORITY OF THE CITY REPRESENTATIVE:

(a) City Representative: The "City Representative" shall be City Manager of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

(b) Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

4. TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either: Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

5. COMPENSATION:

(a) Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

(b) Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor 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 Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

(c) Record of Payment. The Contractor 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.

6. LICENSES, PERMITS, APPROVALS, FEES:

(a) The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

(b) The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors 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 Contractor Services. The Contractor 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 Contractor's performance of the Contractor 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.

7. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

(a) Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Contractor's Insurance General Requirements:

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain 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 Contractor, or contain any other limitation contrary to this Agreement.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

(d) Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, 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.

(e) Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event the Contractor has no employees requiring the Contractor to provide Workers’ Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City’s execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to workers’ compensation.

(f) Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, 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 Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

8. INDEMNIFICATION:

(a) The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(b) The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

(c) The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (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 Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, 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 Contractor's obligation to pay the City any sums the Contractor owes the City.

9. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

10. NON-DISCRIMINATION: The Contractor 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 Contractor shall incorporate the foregoing provisions in all subcontracts.

11. PATENTED AND COPYRIGHTED MATERIALS: The Contractor 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 Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and 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.

12. PREVAILING WAGE REQUIREMENTS:

(a) Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code

Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor's failure to pay prevailing wages.

(b) Labor Code of California: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City's principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

(c) Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

(d) DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. CONFLICTS OF INTEREST:

(a) 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 Contractor shall not employ any such person while this Agreement is in effect.

(b) Contractor. The Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor 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 Contractor 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.

14. NO UNDUE INFLUENCE: The Contractor 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 Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not

employed or retained any company or person other than a bona fide employee working for the Contractor, 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.

15. ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

16. PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. 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.

17. 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an 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.

18. NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor 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 Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

19. 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 Contractor Services to be performed under this Agreement.

20. PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:	City of La Palma 7822 Walker Street La Palma, CA 90623 Attn: Conal McNamara
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If to the Contractor:	Dulux Painting, Inc., dba Depot Painting 26 Rocking Horse Road Rancho Palos Verdes, CA 90275 Attn: John Mantikas
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21. WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year

period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

22. ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

23. SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. 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.

24. 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.

25. 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.

26. 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.

27. NON-LIABILITY OF CITY PERSONNEL: No City Personnel shall be personally liable to the Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

28. VENUE: 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 Contractor agrees to submit to the personal jurisdiction of such court.

29. 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.

30. 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.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings 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 thereby. 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. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

32. 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.

33. SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its City Manager and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
Conal McNamara
City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

By:  _____
John Mantikas
President

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
Ajit Thind
City Attorney

EXHIBIT A

Scope of Work

DESCRIPTION OF WORK:

The City of La Palma is requesting bids for the exterior painting of the City Hall Facility, Police Department Facility, Fire Department Facility, and the Park and Recreation Facility of existing building painted surfaces (vertical and horizontal), trims, newly installed City Hall concrete railing panels and posts, per the project specifications.

EXHIBIT B**Budget and Fee Schedule**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Stormwater and Erosion Control per the project plans and specifications.	1	Lump Sum	\$3,000.00	\$3,000.00
2	Prepare and paint City Hall per the project plans and specifications, all inclusive.	1	Lump Sum	\$8,000.00	\$8,000.00
3	Prepare and paint City Hall Facility Railing and Posts per the project specifications, all inclusive.	1	Lump Sum	\$2,000.00	\$2,000.00
4	Prepare and paint Police Dept Facility per project plans and specifications, all inclusive	1	Lump Sum	\$7,000.00	\$7,000.00
	Total				\$22,000.00
5	Prepare and paint Fire Dept Facility per project plans and specifications, all inclusive.	1	Lump Sum	\$5,000.00	\$5,000.00
6	Prepare and paint Parks and Recreation Office/Meeting Room Facility per project plans and specifications, all inclusive.	1	Lump Sum	\$12,500.00	\$12,500.00
	Total				\$17,500.00
	GRAND TOTAL ITEMS 1-6				\$37,500.00

Proposal Forms

See attached Proposal Forms

EXHIBIT C

Special Provisions

CITY OF LA PALMA

**Public Works & Community Services Department
7822 Walker Street
La Palma, California 90623-1771**

CITY COUNCIL

**Marshall Goodman, Mayor
Mark I. Waldman, Mayor Pro Tem
Debbie S. Baker, Councilmember
Janet Keo Conklin, Councilmember
Nitesh P. Patel, Councilmember**

CITY MANAGER

Conal McNamara

DIRECTOR OF PUBLIC WORKS & COMMUNITY SERVICES

Andy Ramirez



REQUEST FOR PROPOSALS

FOR

**CITY FACILITIES PAINTING PROJECT
(CITY PROJECT NO. 24-BLDG-01)**

APRIL 2024

EXHIBIT C

-1-

**CITY FACILITIES PAINTING PROJCT
(CITY PROJECT NO. 24-BLDG-01)**

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CITY OF LA PALMA
NOTICE INVITING BIDS
CITY FACILITIES PAINTING PROJECT
(CITY PROJECT NO. 24-BLDG-01)

NOTICE INVITING BIDS: Sealed proposals will be received at the office of the City Engineer, Community Services Office, La Palma, California, until **2:00 PM on Tuesday, APRIL 30, 2024** for furnishing of all labor, materials and equipment for **CITY FACILITIES PAINTING PROJECT, City Project No. 24-BLDG-01** (the "Project").

All prospective contractors are to register through OpenGov, complete the required documents, complete the pricing table and review all attachments through OpenGov for the bid submittal. HARD COPY BID SUBMITTALS WILL NOT BE ACCEPTED.

The Bids shall be submitted through the OpenGov Portal to the City Engineer, City of La Palma for the **CITY FACILITIES PAINTING PROJECT, City Project No. 24-BLDG-01, to be opened on Tuesday, April 30, 2024 at 2:00 PM.** The proposals will be opened through OpenGov and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The City of La Palma is requesting bids for the exterior painting of City Hall facility, Police Department Facility, Fire Department Facility and the Park and Recreation Facility of existing building painted surfaces (vertical and horizontal), trims, newly installed City Hall concrete railing panels and posts, per the project specifications.

MANDATORY PRE-BID MEEETING Attendance at a pre-bid meeting is **MANDATORY** and will be held on **TUESDAY, April 23, 2024 at 2:00 PM at the City of La Palma, Community Services Offices, 7821 Walker Street, La Palma, California 90623**. All contractors are required to have a representative attend and sign in at the pre-bid meeting. Failure to comply with this attendance and sign in requirements will result in the Contactor's proposal being found non-responsive to the required procedures.

SUBSTITUTIONS: Contractors requesting to offer substitutions shall provide all product substitutions by **4:00 PM, April 25, 2024**, approximately seven (7) days prior to bid for consideration by the City prior to Bid. Substitutions will not be considered by the City after the deadline noted above.

COMPLETION OF WORK: The City is scheduling the award of contract for June 4, 2024. On June 5, 2024, the City will issue the Notice to Contract Award requesting the contractor to submit contracts, bonds and insurance certificates and submitted to the City within ten (10) calendar days. The project shall be completed within "Forty-Five" (45) calendar days (Monday – Sunday), as stipulated in the written Notice to Proceed issued by the City Engineer. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in Section

39 of the General Provisions.

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download the new City platform OPEN GOV. and on the city's website, www.cityoflapalma.org. All prospective bidders are responsible for registering on OPEN GOV and checking the City's website for the issuance of any project addenda prior to the bid opening for inclusion as part of the bid proposal. Due to the posting of the documents on the city website, OPEN GOV will maintains a plan holder list. For project information, please contact the office of the City Engineer at (714) 690-3310.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price.

SUBSTITUTION OF SECURITIES: The Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

WAGE RATES: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which Work is scheduled to be performed. Copies of the wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

CONTRACTOR'S LICENSE: In accordance with the provisions of California Public Contract Code Section 3300, the City requires that the bidder possess the following classification of contractor's license at the time that the bid proposal is submitted: **Class B or Specialty**. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code Section 7059. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.

CONTRACTORS REGISTRATION: In accordance with the provisions of Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal or (b) engage in the performance of this Work, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

EQUAL OPPORTUNITY: The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any and all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

RESPONSIBLE BIDDER EVALUATION: As part of the City evaluation of the lowest responsible bidder, the is directing all contractors to submit the required 2-page maximum document addressing the following items.

1. Experience and history of the firm in providing the services identified in this RFP.
2. The character, integrity, reputation, judgment, experience, and efficiency of the proposing contractor and assigned staff members.
3. The equipment specifications that demonstrate adequate performance as required by the City.
4. The quality of performance on previous contracts or services.
5. The ability, capacity, skills, and financial resources to perform the work or provide the required service promptly or within the time specified, without delay or interference.
6. The degree of completeness of response to the specific requirements of this RFP.
7. Other evaluation criteria described or included by reference in the solicitation.

Provide a paragraph or two on each item on company letterhead.

Failure of the contractor to provide the required documentation requested and submitted with the Bid Submittal shall deem the bidder as non-responsive

DATED: April 9, 2024

CITY OF LA PALMA, CALIFORNIA

By: _____
Andy Ramirez
Director of Public Works &
Community Services

CITY OF LA PALMA

INSTRUCTIONS TO BIDDERS AND SPECIAL PROVISIONS

CITY FACILITIES PAINTING PROJECT (CITY PROJECT NO. 24-BLDG-01)

CONTRACT DOCUMENTS: The Contract Documents consist of the Request for Proposals; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Non-collusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; Plans and Specifications; and any Addenda issued prior to the submittal of the Bid. Also included shall be any and all Change Orders or supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

FORM OF PROPOSAL: All proposals shall be submitted on the blank forms provided within this Request for Proposal.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that their proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder as not accepted.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or their duly authorized representative and is filed with the Public Works & Community Services Director. No proposal may be withdrawn during the period of sixty (60) days after the opening of proposals.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if their proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one

hundred percent (100%) of the total bid price. The bidder whose proposal is accepted must enter into a contract within fifteen (15) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the Contract Documents therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of materials to be furnished; and as to the requirements of the Contract Documents, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice

of the withdrawal of their bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until they have secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by them or by any subcontractor under them who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, their construction experience and their organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled

"Information Required of Bidders" shall be used for this purpose.

STANDARD SPECIFICATIONS: All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the Public Works & Community Services Director or City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

WATER POLLUTION: The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct their operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system. Prior to commencement, the contractor shall provide, in detail, their method and procedure to assure that it will comply with the current NPDES requirements of "Stormwater Pollution Prevention Plan". (SWPPP) and/or "Water Quality Management Plan" (WQMP).

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SAFETY: In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, and "Manual on Uniform Traffic Control Devices". Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Public Works & Community Services Director may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at their expense. Should the Public Works & Community Services Director or point out the inadequacy of warning and protective measures, such action on the part of the Public Works & Community Services Director shall not relieve the Contractor from responsibility for public safety or abrogate their obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the Public Works & Community Services Director with emergency phone numbers where they or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Public Works & Community Services Director within 2 hours.

TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrians at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES: Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties 72 hours in advance of construction that will affect these properties. Door hangers or other means of notification shall be submitted to and approved in advance by the Public Works & Community Services Director.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the City of La Palma's Community Development Department, said permit being a "no-fee" permit.

In addition to the requirements above noted, the Contractor shall possess a valid City of La Palma Business License at the time of application for the Construction Permit and for the duration of the contract.

PAYMENT: The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the Public Works & Community Services Director.

PROPOSAL FORM

FIRM

NAME: _____

ADDRESS: _____

TELEPHONE: _____

FOR

**CITY FACILITIES PAINTING PROJECT
(CITY PROJECT NO. 24-BLDG-01)**

CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR
CITY FACILITIES PAINTING PROJECT
(CITY PROJECT NO. 24-BLDG-01)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as **CITY FACILITIES PAINTING PROJECT, City Project No. 24-BLDG-01**, which are on file in the office of the Public Works & Community Services Director of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Public Works & Community Services Director of the City of La Palma, duly appointed for said work in the matter of “**CITY FACILITIES PAINTING PROJECT, City Project No. 24-BLDG-01**” on file in the office of the Public Works & Community Services Director of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

DESCRIPTION	UNITS	QUANTITY/UNIT PRICE	TOTAL
1.Stormwater and Erosion Control per the project plans and specifications, all inclusive	Lump Sum	1/\$	\$
2. Prepare and Paint City Hall per the project specifications, all inclusive	Lump Sum	1/\$	\$
3. Prepare and Paint City Hall Facility Railing per the project specifications, all inclusive	Lump Sum	1/\$	\$
4. Prepare and Paint Police Dept. Facility per the project specifications, all inclusive	Lump Sum	1/\$	\$
5. Prepare and Paint Fire Dept. Facility per the project specifications, all inclusive	Lump Sum	1/\$	\$
6.Prepare and Paint the Parks and Recreation Facility per the project plans and specifications, all inclusive	Lump Sum	1/\$	\$
BID TOTAL			\$

TOTAL Bid Amount (Written):

_____DOLLARS AND CENTS

Note: The City reserves the right to award a contract based on any combination of the bid items within the specific option.

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for _____ Dollars (\$ _____), payable to the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____

 Signature of Authorized Officer

 Print Name

 Title

 Firm Name

 Firm Address

CITY OF LA PALMA
BID BOND

CITY FACILITIES PAINTING PROJECT
(CITY PROJECT NO. 24-BLDG-01)

KNOW ALL PERSONS BY THESE PRESENTS that we _____ as PRINCIPAL (hereinafter referred to as "Bidder"), and _____ as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA, (hereafter referred to as the "City") in the penal sum of _____ Dollars (\$_____) (which is ten percent (10%) of the total amount bid by Bidder to City for the above stated Project) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has submitted a bid to City to perform all work required under the Contract Documents for the above stated Project, if said Bidder is awarded a contract by said City and within the time and in the manner required under the heading "Instructions to Bidders," bound with said Contract Documents, enters into a written contract on the form of "Agreement," bound with said Contract Documents, and furnishes the required bonds, to guarantee faithful performance and payment of labor and material, and furnishes certificates as evidence of required insurance coverage, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect and shall be forfeited to the City. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

(seal)
BIDDER

(seal)
SURETY

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of BIDDER)

(Mailing address of SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF BIDDER)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1. Address _____
- 2. Telephone & Email Address _____
- 3. Type of Firm _____
(Individual, Partnership, or Corporation)
- 4. Corporation organized under the laws of the State of _____
- 5. Contractor's License No., Class & Expiration Date; DIR Registration No:

- 6. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

- 7. Number of years of experience as a contractor in construction work _____
- 8. List at least three projects completed as of recent date that includes municipal painting projects.

Contract Amount	Class of Work	Date Completed	Name, Contract, Phone Number and Email of Owner

9.

List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection _____
10.

If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of their current financial condition.
11.

List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor.

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that they is _____(title) of _____(firm), the party making the foregoing Bid (hereinafter, the "Bidder").

1. Bidder's Contractors License Number is as follows: _____.
2. Bidder's Contractors License Class is as follows: _____.
3. The expiration date of Bidder's Contractor's License is _____, 20____.
4. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____ (insert city and state where declaration signed).

Signature

Print Name

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

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

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

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

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

Name: _____

Title: _____

Signature: _____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction ("Agreement"), made and entered into this day of _____, by and between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the "City", and [**Contractor**], hereinafter called and referred to as the "Contractor." The Contractor and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

RECITALS: This Agreement is made and entered into with respect to the following facts:

That City desires to obtain through the Contractor the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Contractor Services").

That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor's training, expertise, experience, and background.

That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

SERVICES:

Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit "A." Time is of the essence for this Agreement.

Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A ("Additional Services"), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, 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 Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit "A" or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefor. Unless

contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

Standard of Performance: In performing the Contractor Services, the Contractor 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 Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor 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 Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

AUTHORITY OF THE CITY REPRESENTATIVE:

City Representative: The "City Representative" shall be [**CITY REPRESENTATIVE**] of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

COMPENSATION:

Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor 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 Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

Record of Payment. The Contractor 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.

LICENSES, PERMITS, APPROVALS, FEES:

The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors 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 Contractor Services. The Contractor 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 Contractor's performance of the Contractor 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.

INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

Workers' Compensation Insurance (Statutory Limits) and **Employer's Liability Insurance** (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Contractor's Insurance General Requirements:

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

All insurance policies shall be "occurrence" rather than "claims made" insurance.

All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

Insurance policies shall not contain 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 Contractor, or contain any other limitation contrary to this Agreement.

Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, 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.

Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event the Contractor has no employees requiring the Contractor to provide Workers' Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City's execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to workers' compensation.

Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, 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 Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

INDEMNIFICATION:

The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (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 Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, 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 Contractor's obligation to pay the City any sums the Contractor owes the City.

OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

NON-DISCRIMINATION: The Contractor 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 Contractor shall incorporate the foregoing provisions in all subcontracts.

PATENTED AND COPYRIGHTED MATERIALS: The Contractor 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 Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and 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.

PREVAILING WAGE REQUIREMENTS:

Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as

defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor's failure to pay prevailing wages.

Labor Code of California: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City's principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the

Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONFLICTS OF INTEREST:

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 Contractor shall not employ any such person while this Agreement is in effect.

Contractor. The Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor 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 Contractor 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.

NO UNDUE INFLUENCE: The Contractor 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 Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for the Contractor, 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.

ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. 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.

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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an 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.

NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor 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 Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

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 Contractor Services to be performed under this Agreement.

PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:

City of La Palma
7822WalkerStreet
La Palma, CA 90623
Attn: **[CITY REPRESENTATIVE NAME]**

If to the Contractor:

WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, the Contractor shall within

ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. 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.

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.

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.

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.

NON-LIABILITY OF CITY PERSONNEL: No City Personnel shall be personally liable to the Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

VENUE: 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 Contractor agrees to submit to the personal jurisdiction of such court.

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.

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.

INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings 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 thereby. 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. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

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.

SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.IN

WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
[Mayor or City Manager]

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

By: _____

[Title]

By: _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
City Attorney, City of La Palma

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ (hereinafter referred to as "Contractor") as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA, (hereinafter referred to as the "City") in the sum of _____ Dollars (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the City to the Contractor), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has been awarded and is about to enter into the annexed contract with said City for consideration of the work under the specification entitled "**CITY FACILITIES PAINTING PROJECT, City Project No. 24-BLDG-01**", and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, whenever Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and the City, and make available as work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modifications thereto, less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

If said Contractor shall well and truly do and perform all the covenants and obligations of

said contract on their part to be done and performed at the time and in the manner specified herein; then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

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

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

(seal)
Contractor

(seal)
Surety

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
 _____ (hereinafter referred to as "Contractor") as
 PRINCIPAL, and _____
 as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
 (hereinafter referred to as the "City") in the sum of _____
 _____ Dollars (\$_____) (this amount
 being not less than one hundred percent (100%) of the total bid price of the contract awarded
 by the City to the Contractor), lawful money of the United States of America, for the payment
 of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
 administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
 been awarded and is about to enter into the annexed contract with said City for construction
 of the work under the specification entitled, "**CITY FACILITIES PAINTING PROJECT, City
 Project No. 24-BLDG-01**" and is required by said City to give this bond in connection with
 the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any
 materials, provisions, provender or other supplies, or for the use of implements or
 machinery, used in, upon, for or about the performance of the work contracted to be done,
 or for any work or labor thereon of any kind, or for amounts due under the Unemployment
 Insurance Act with respect to such work or labor, said Surety will pay for the same, in an
 amount not exceeding the sum specified above, and also in case suit is brought upon this
 bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the
 benefit of the City and of any persons, companies, or corporations, or their respective
 assigns, entitled to file claims under applicable State law, including, but not limited to,
 California Civil Code Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
 modification, renewal, or termination of this bond.

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

In the event suit is brought upon this bond by said City and judgment is recovered, said
 Surety shall pay all costs incurred by said City in such suit, including reasonable attorney
 fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

_____(seal)
Contractor

_____(seal)
Surety

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to their employees.

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

Signed, this _____ day of _____, 20____.

Name: _____

Title: _____

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CITY OF LA PALMA

GENERAL PROVISIONS

SECTION 1. INTENT

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract and to provide a functionally complete Project. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Project. Materials or work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards. It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

SECTION 2. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, highest precedence shall be given to the Agreement and decreasing order as follows:

1. Specifications and Drawings
2. Special Provisions
3. Technical Provisions
4. General Provisions
5. Agreement
6. Instructions to Bidders
7. Notice Inviting Sealed Bids
8. Other Contract Documents
9. Standard Specifications (as hereinafter incorporated)

SECTION 3. STANDARD SPECIFICATIONS

The general provisions which shall apply to this contract include the provisions found in Part 1 – General Provisions of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time the Notice Inviting Sealed Bids is signed by the City Engineer, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). Part 1 – General Provisions of the Standard Specifications is incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

Wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:

- (a) "Agency" means and refers to the City of La Palma, California.
- (b) "Board" means and refers to the La Palma City Council.
- (c) "Engineer" means and refers to the La Palma City Engineer, acting either

- directly or through authorized agents.
- (d) Other terms appearing in Part 1 – General Provisions of the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

SECTION 4. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of deposit in a United States mail depository or of personal delivery to said address. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the City Engineer.

SECTION 5. PAYMENTS

Attention is directed to subsection 9-3 of the Standard Specifications for partial payment and final payment provisions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. PAYMENTS TERMINATING LIABILITY

Pursuant to Public Contract Code Section 7100, payment of undisputed contract amounts is contingent upon the Contractor furnishing the City with a written release of all claims against the City and its officials, officers, employees, agents, and volunteers (collectively "City Personnel") arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Notwithstanding the foregoing, the Contractor's acceptance of undisputed contract amounts shall act as a release of the City and City Personnel from all claims and liability to the Contractor for anything done or furnished for, or relating to, these amounts or for any act or neglect of the City or City Personnel relating to or affecting these amounts, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in subsection 9-3 of the Standard Specifications, unless the Contractor specifically provides written notice that it accepts said amounts under protest. If the Contractor accepts said amounts under protest, the Contractor shall not deposit said amounts for ten (10) days during which time the City may withdraw the funds.

SECTION 7. MONIES TO BE RETAINED

The Contractor's attention is called to subsection 9-3.2 of the Standard Specifications which sets the payment deduction and retention schedule applicable to the Project. Pursuant to Public Contract Code section 9203, the City shall withhold not less than five percent (5%) of the contract price until final completion and acceptance of the Project. Notwithstanding the foregoing, the City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the City Engineer, incurred by the City, for which the Contractor is liable under the Contract Documents.

SECTION 8. RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Contract Documents.

SECTION 9. PROGRESS PAYMENTS

Pursuant to Public Contract Code Section 20104.50, whenever the Contractor properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the City shall include interest at the legal rate set forth pursuant to Section 685.010 of the Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim.

SECTION 10. COMPLETION OF WORK

In the event that the City Engineer shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

SECTION 11. FINAL INVOICE AND PAYMENT

(a) Whenever in the discretion of the City Engineer the Contractor shall have completely performed the contract, the City Engineer shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Orange County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done.

(b) Pursuant to Public Contract Code section 7107, within sixty (60) days after the filing of the notice of completion of the work, the City shall pay to the Contractor the remaining retained amounts after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

(c) The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

SECTION 12. UNPAID CLAIMS

The Contractor's attention is drawn to Civil Code Division 3, Part 4, Title 15, Chapter 4 titled "Stop Notice for Public Work" (beginning with section 3179). The following provisions are to be read consistently with said Chapter 4 and to incorporate said Chapter 4 to the extent applicable. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall timely file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City in its discretion permits the Contractor to file an additional bond in a penal sum equal to one and one-fourth times (125%) the amount of said claim, said monies shall not thereafter be withheld on account of such claim. A claimant shall not be entitled to enforce a stop notice unless the claimant shall have given the preliminary twenty (20) day notice in accordance with Civil Code section 3098 if so required by that section. No stop notice will be effective unless it is served before the expiration of thirty (30) days after the recording of a notice of completion or notice of cessation, or if no notice is recorded, ninety (90) days after completion or cessation. The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

SECTION 13. ALLOWABLE VARIATIONS

When in the Contract Documents a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed hereby.

SECTION 14. CHANGES IN WORK

All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the General Provisions and subsection 3-3.2.3 of the Standard Specifications.

SECTION 15. MARK-UP

The following markups shall apply for all extra work requested by contract change order:

(a) Work by Contractor:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20%
Materials	15%
Equipment Rental	15%
Other items and Expenditures	15%
To the sum of the costs and markups provided for in this section, one percent (1%) shall be added as compensation for bonding.	

(b) Work by subcontractor:

When all or any part of the extra work is performed by a subcontractor, the markup established in section (a) above shall be applied to the subcontractor's actual costs of such work, to which a markup of ten percent (10%) on the first \$2,000.00 of the subcontracted portion of the extra work, and a markup of five percent (5%) on the work added in excess of \$2000.00 of the Subcontracted portion of the extra work may be added by the Contractor.

SECTION 16. INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of work varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the City Engineer's Estimate is less than \$1,500 at the applicable contract unit price, the City Engineer reserves the right to make no adjustment in said price if he or she so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

SECTION 17. PUBLIC UTILITIES

The provisions of Government Code section 4215 are incorporated herein. As required under Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding the foregoing, the City is not required to indicate the presence of existing service laterals or appurtenances

whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities.

SECTION 18. TRENCHING

- (a) To the extent that the Project requires trenching or excavations that extend deeper than four (4) feet below the surface, Public Contract Code section 7104 is hereby incorporated, and the following provisions shall apply:
 - (i) The Contractor shall promptly notify the City in writing before the following conditions are disturbed: (1) material the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117; (2) subsurface or latent physical conditions at the site differing from those indicated by the City prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the character of the work.
 - (ii) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract Documents.
 - (iii) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- (b) To the extent that the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and requires the excavation of any trench or trenches five (5) feet or more in depth, Labor Code section 6705 is hereby incorporated, and the following provisions shall apply:
 - (i) Submission by the Contractor and acceptance by the City or the City Engineer of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches is required in advance of excavation.
 - (ii) If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 19. UNDERGROUND SERVICE ALERT

Except in an emergency, the Contractor prior to conducting any excavation or resurfacing shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing. Underground Service Alert may be contacted by calling 1-800-227-2600. The Contractor shall also notify the City of La Palma Public Works Department at (714) 690-3310.

In addition to and notwithstanding the foregoing, the Contractor is required to comply with all relevant provisions of Government Code section 4216 *et seq.* and all other laws regarding the relocation or disturbance of utilities. The Contractor's attention is specifically called to Government Code sections 4216.2, 4216.4 and 4216.6.

SECTION 20. LABOR CODE

- (a) Pursuant to applicable provisions of the Labor Code of the State of California, including Labor Code section 1773.2, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the Contract Documents shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The City Engineer has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.
- (b) The provisions of Labor Code section 1776 are incorporated herein. As required under Section 1776, the Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct; and (2) the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (c) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.
- (d) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than \$50 (to be determined by the Labor Commissioner) for each calendar day, or portion

thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Project under the contract by Contractor or by any subcontractor under the Contractor. The Contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for the performance of work on the Project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

- (e) Pursuant to Labor Code section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- (f) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- (g) Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and each subcontractor is required to secure the payment of compensation to its employees.
- (h) In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently is specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount of type of subcontract, if required by the Special Provisions.

SECTION 21. INELIGIBLE SUBCONTRACTORS

Pursuant to Public Contract Code section 6109, the Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract between the Contractor and an ineligible subcontractor for work on the Project is void as a matter of law. Any public money paid to the ineligible subcontractor by the Contractor shall be returned to the City.

SECTION 22. NOTIFICATION OF THIRD-PARTY CLAIMS

The City and the Contractor shall each notify the other of the receipt of any third-party claims relating to the contract. This notification shall be made in writing within one (1) week from the receipt of the third-party claim.

SECTION 23. CLAIMS

This section shall apply to claims of \$375,000 or less arising between the City and the Contractor under this contract.

- (a) Pursuant to Public Contract Code Section 20104 *et seq.*, which is incorporated herein, the claim shall be in writing, include the documents necessary to substantiate the claim, and be filed with the City on or before the date of the final payment for the work. If the claim is less than \$50,000, the City shall respond in writing to the claim within 45 days of its receipt; or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the claim is over \$50,000, the City shall respond in writing to the claim within 60 days of its receipt, or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

- (b) If the Contractor disputes the City's written response, or if the City fails to respond within the prescribed time, to the claim, the Contractor may notify the City in writing within 15 days and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the City shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, *et seq.* For purposes of this paragraph, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the claim until the time such claim is denied, including any period of time utilized by the meet and confer conference.
- (c) The following procedures shall apply to any civil action filed pursuant to this section.
 - (i) Nonbinding Mediation - Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause

showing to the court.

- (ii) Judicial Arbitration - If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, *et seq.*, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedure of Code of Civil Procedure Section 2016.010, *et seq.*, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, *et seq.*, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.
- (iii) Interest on Award or Judgment - In any suit filed pursuant to this section, the City shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

All claims not subject to this section must be presented to the City pursuant to Government Code section 910 *et seq.* The City shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City shall be a prerequisite to the institution of any legal proceeding challenging the action(s) of the City.

SECTION 24. SUBSTITUTION OF SECURITIES

The provisions of Public Contract Code section 22300 are incorporated herein. At the request and expense of the Contractor, securities equivalent to any amount withheld by the City to ensure performance under the contract shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. The Contractor shall bear all of the expense of the City and the escrow agent in connection with the establishment of an escrow account, the deposit of qualified securities into the escrow account, all statements and accounting relating to the escrow account, and the maintenance of the escrow account.

Securities eligible for investment under this section include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall, upon written notification to the City that the Contractor intends to open an escrow account with an escrow agent to deposit qualified securities as a substitute for retention of Contractor earnings required to be withheld by the City, notify the Surety in writing of such intention, and furnish the City with the written consent of the Surety to the utilization of such escrow account in lieu of periodic retention.

SECTION 25. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the City Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the City Engineer within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

SECTION 26. LIABILITY AND INDEMNIFICATION

The City and its officers, employees, agents, representatives, and the Engineer shall not be answerable or accountable in any manner, either individually or collectively for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Project. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the active negligence, willful misconduct of City, its agents, servants or independent contractors who are directly responsible to the City.

Contractor shall indemnify the City, the Engineer, and the respective City Councils, officers, employees, agents and representatives, against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the Project, operation or activities of Contractor, its agents, employees, subcontractors or invitee, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, its officers, directors, employees, agents, representatives, or the Engineer, but not to the extent such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of the City or City Personnel or independent contractors who are directly responsible to City; and in connection therewith:

- (a) Contractor shall defend any action or actions filed in connection with any of such claims, damages, penalties, obligations or liabilities, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.
- (b) Contractor shall promptly pay any judgment rendered against Contractor or the City or City Personnel or independent contractors who are directly responsible to City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor shall save and hold the City harmless there from.
- (c) In the event the City is made a party to any action or proceeding filed or

prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of Contractor hereunder, Contractor shall pay to the City any and all costs and expenses incurred by the City in such action or proceeding, together with reasonable attorneys' fees. If the City is so named as a party to any such action, the City can elect to be represented by counsel of its choosing and Contractor shall be responsible to reimburse the City for all reasonable fees and costs associated with that representation.

- (d) So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION 27. PERSONAL LIABILITY

Neither the City, the City Engineer, nor City Personnel shall be personally responsible for any liability arising under the Contract.

SECTION 28. LEGAL ACTIONS AGAINST THE CITY

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable, the provisions of this section shall apply:

- (a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (b) If, pursuant to court order (other than an order to show cause), the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

SECTION 29. INSURANCE

The Contractor shall not commence work under the Contract Documents until it has secured all types and amounts of insurance required under the Contract Documents, nor shall it allow any subcontractor to commence work on its subcontract until any such subcontractor has obtained the same insurance required of the Contractor under the

Contract Documents. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of Project until a notice of completion is issued by the City Engineer, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City. The provisions of this Section 29 replace the provisions of Standard Specifications subsection 7-3.

(a) Insurance Coverage Required: Contractor shall provide the following types and amounts of insurance.

(i) Commercial General Liability Insurance. Contractor shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than Three Million Dollars (\$3,000,000.00) per occurrence for all covered losses and no less than Five Million Dollars (\$5,000,000.00) general aggregate.

(ii) Workers' Compensation. Contractor shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars (\$1,000,000.00) per accident for all covered losses.

(iii) Business Auto Coverage. Contractor shall use ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than One Million Dollars (\$1,000,000.00) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

(iv) Excess or Umbrella Liability Insurance (Over Primary). If excess or umbrella liability insurance is used to meet limit requirements, Contractor shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion

precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(b) Contractor's Insurance General Requirements:

(i) Shall be issued by an insurance company that is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher, unless otherwise approved by the City;

(ii) Commercial General Liability, Business Auto Coverage and Excess or Umbrella Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively "City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City or City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) Shall be "occurrence" rather than "claims made" insurance.

(v) Shall apply separately to each insured against whom a claim is made, or suit brought, except with respect to the limits of the insurer's liability.

(vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) Shall be written by good and solvent insurer(s) admitted doing business in the State of California and approved in writing by City.

(viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

- (d) Evidence of Coverage: The Contractor shall furnish the City with endorsed certificates of insurance demonstrating the coverage required by this Section which shall be received and approved by City not less than five (5) working days before work commences.

SECTION 30. INTEGRATION

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification. Contractor hereby acknowledges that no oral statement can be reasonably relied on and shall not be relied on for any equitable claim.

The Contract Documents represent the entire understanding of the City and the Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

SECTION 31. INDEPENDENT CONTRACTOR STATUS

The City hereby engages Contractor as an independent contractor for the sole purpose of performing the work related to the Project. Contractor shall perform the services on the terms and conditions set forth herein. Contractor is an independent contractor, and nothing in this Contract or in the relationship between the City and the Contractor shall constitute a partnership, joint venture, agency or any other similar relationship.

SECTION 32. SALES AND/OR USE TAXES

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder, shall be paid by the Contractor.

SECTION 33. RECOVERY OF ANTI-TRUST CLAIMS

In submitting a bid to the City, the Contractor offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

SECTION 34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and

with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever. In such event the contract may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any purported assignment of the contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the City. If the City consents to any assignment of the contract, or any part thereof, and the contract or part thereof is in fact assigned, all rights and obligations under the Contract Documents will be of full force and effect as to both the Contractor as Assignor and the Contractor's Assignee unless the City agrees otherwise in writing.

SECTION 35. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work, in conformance with the requirements in said California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

SECTION 36. PUBLIC SAFETY AND PUBLIC PROTECTION

The attention of the Contractor is directed to subsection 7-10.4 of the Standard Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.

The Contractor is required to make whatever the provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his or her operation warrant to protect the public from danger, loss of life or loss of property, which would result from interruption of or contamination to the public water supply, interruption of other public utility services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly to protection of work under this contract.

Whenever, in the opinion of the City Engineer, an emergency exists as a result of the Contractor's activity that threatens public safety, utilities and adjacent structures or property, immediate action shall be considered necessary in order to protect or property, the City Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act within a reasonable time, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as deemed reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor.

SECTION 37. TERMINATION

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the proceeding under the contract is prevented by law, an act of God, or an official action of a public authority. Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (a) The City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City Engineer, the Contractor shall:
 - (i) Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - (ii) Perform work the City Engineer deems necessary to secure the Project for termination.
 - (iii) Remove equipment from the site of the work.
 - (iv) Take such action as is necessary to protect materials from damage.
 - (v) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City Engineer.
 - (vi) Provide the City Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the City Engineer may request.
 - (vii) Dispose of materials not yet used in the work as directed by the City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

- (viii) Subject to the prior written approval of the City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the City Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - (ix) Furnish the City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - (x) Take such other actions as the City Engineer may direct.
- (b) The total compensation to be paid to the Contractor following termination shall be determined by the City Engineer on the basis of the following:
- (i) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the Project for termination. Reasonable cost will include a reasonable allowance for Project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.
- When in the opinion of the City Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.
- (ii) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the City Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
 - (iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the City Engineer.
 - (iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract. All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be

terminated and for a period of three years, and such records shall be retained for that period.

- (v) After acceptance of the work by the City Engineer, the City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.
- (c) Acceptance of the terminated contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - (i) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the City Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.
 - (ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
 - (iii) When the City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, he or she will recommend that the City Engineer formally accept the contract, and immediately upon and after such acceptance by the City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the Project by the City Engineer.
- (d) The provisions of this Section 37 shall be included in all subcontracts.

SECTION 38. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by him or her under the contract will meet fully all requirements of the Contract Documents and the Standard Specifications incorporated herein as to quality of workmanship and of materials furnished by him or her. The Contractor hereby agrees to make at his or her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him or her that become evident within one (1) year after the date of final payment, and to restore to full compliance with the requirements of

these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold the City and City Personnel harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his or her surety shall be liable to the City for the cost thereof.

- (b) The guarantees and agreements set forth in subsection (a) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work by the City Engineer, as provided in subsection 6-8 of the Standard Specifications. Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the contract. Said bond shall remain in force for a period of one (1) year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his or her option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 39. LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is hereby amended as follows:

- (a) Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of eight hundred dollars (\$800.00).

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that eight hundred dollars (\$800.00) per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

- (b) In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the Project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract Documents, which is not so inserted, shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 41. MISCELLANEOUS PROVISIONS

- (a) Governing Laws: The Contract Documents shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.
- (b) No Waiver: The waiver by any party of a breach of any provision of the Contract Documents shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.
- (c) Attorneys' Fees: If any legal action is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs, and necessary reimbursements in addition to any other relief to which said party may be entitled.
- (d) Authority to Execute: The persons executing the Contract Documents on behalf of each party warrant that he/she is duly authorized to execute and deliver the Contract Documents on behalf of the respective party for whom he/she signs, and that by so executing the Contract Documents, each party is bound by the provisions of the Contract Documents.
- (e) Severability: If any term, provision, covenant or condition of the Contract Documents is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the Contract Documents shall not be affected thereby, and each term, provision, covenant or condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.
- (f) No Third-Party Rights: Except for rights expressly set forth in the Contract Documents, execution and delivery of the Contract Documents shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to any person or entity other than each other and their respective affiliates.
- (g) Headings: The headings in the Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.

- (h) Modifications and Communications: Neither the Contract Documents nor any provision hereof may be changed, waived, discharged or terminated orally or in writing, except that any provision of the Contract Documents may be amended by a writing signed by the parties, and the observance of any provision of the Contract Documents may be waived (either generally or in a particular instance in either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted. Any action, including but not limited to any request, approval, change in work request, extension request, and any communication, called out for by the Contract Documents shall only be binding on the respective parties if made a writing signed by the parties consistent with the terms of the Contract Documents.

CITY OF LA PALMA
SPECIAL PROVISIONS
FOR
CITY FACILITIES PAINTING PROJECT
(CITY PROJECT NO. 24-BLDG-01)

I. GENERAL

- A. STANDARD SPECIFICATIONS: All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.
- B. DEFINITION OF TERMS: For purposes of the Special Provisions, wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:
1. "Agency" - The City of La Palma, California.
 2. "Board" - The La Palma City Council.
 3. "Engineer" - The La Palma City Engineer, acting either directly or through authorized agents.
 4. Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.
- C. PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings, schedules, and standard plans, bound herein accompanying and made a part of these provisions.
- D. WATER POLLUTION: The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.

Prior to commencement, the contractor shall provide, in detail, his or her method and

procedure to assure that it will comply with the current NPDES requirements of "Stormwater Pollution Prevention Plan". (SWPPP) and/or "Water Quality Management Plan" (WQMP).

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

- E. **SOUND CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

II. PUBLIC CONVENIENCE AND SAFETY

- A. **GENERAL:** In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual on Uniform Traffic Control Devices (MUTCD)".
- B. **SAFETY DEVICES:** Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense. Should the City Engineer point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the City Engineer with

emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the City Engineer within 2 hours.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$100 per call-out plus \$50 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

The Contractor shall remove any unnecessary traffic control devices from the work area in a timely manner. Should the Contractor fail to comply, upon notice from the City, within two (2) hours, City Staff will remove the devices and back-charge the Contractor at the rate of \$100.00 per instance requiring the City to complete a removal. These charges will be withheld from payments due the Contractor.

The Contractor shall, overnight and on weekends, monitor the condition of his or her traffic control devices for proper placement and safety. Should the City be notified of improper placement of these devices, the City Staff will make necessary corrections and back-charge the Contractor at the rate of \$100.00 per instance. These charges will be withheld from payments due the Contractor.

- C. TRAFFIC BARRICADE: The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the Project as specified in Subsection 7-10 of the Standard Specifications, or as directed by the City Engineer. On major streets, traffic maintenance shall conform to the provisions in Section 7-10.2, and these Special Provisions.

Traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual on Uniform Traffic Control Devices".

Cost for barricading, traffic control shall be included in the bid price under Contract Item "Mobilization and Traffic Control" or under individual items and no additional compensation shall be made, therefore.

- D. TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrian and vehicle traffic at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.
- E. REMOVAL OF OFFICIAL SIGNS: In accordance with the requirement of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control devices, guidepost or signpost placed or

erected as authorized or required by law. Therefore, any such existing traffic control device, guidepost, or signpost located within alignment of or interfering with the new construction work required herein, shall not be removed or relocated without first obtaining permission to do so from the City Engineer.

- F. **NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES:** Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties **72 hours in advance** of construction that will affect these properties. Door hangers or other means of notification shall be submitted to and approved in advance by the City Engineer.

III. **SITE CLEANING**

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

Contractor shall not permit the adjacent property, public or private, to become dirty and unsightly because of work under this contract. All equipment necessary to provide dust control shall be included in the unit contract prices bid for the project.

IV. **NOTIFICATION OF AGENCIES**

The following entities shall be notified at least **72 hours in advance** of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. City Engineer
2. Fire Department
3. Police Department
4. Disposal & Street Sweeping Companies
5. Post Office
6. Affected School Districts
7. Residents within Project area
8. Any others that are determined by the City Engineer, as necessary to be notified.

V. **CONSTRUCTION YARD**

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer.

When storage sites are located on private properties, the Contractor shall be required to submit to the City Engineer written approval from the record owner

authorizing the use of his or her property by the Contractor.

VI. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor.

VII. CONFERENCE

The Contractor shall arrange for a pre-construction conference with the City Engineer and City Staff, which shall be held a minimum of five (5) working days prior to commencement of any work. The Contractor shall have his or her equipment available for inspection by the City Engineer at the time of the pre-construction conference.

VIII. PAYMENT

The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the City Engineer.

IX. DAMAGE

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Engineer.

X. WAGE RATES

Contractors are obligated to pay prevailing wages to persons employed by them for work under this contract. The contractor is required to keep all necessary records and documentation and prepare any required reports to verify that prevailing wages are paid in accordance with the State laws.

XI. "AS-BUILT" PLANS

The Contractor is required to submit to the City Engineer "As-Built" mark-up plans prior to final acceptance of the work. The plan shall indicate in red all deviations from the contract plans.

CITY OF LA PALMA
TECHNICAL PROVISIONS
CITY FACILITIES PAINTING PROJECT
(CITY PROJECT NO. 24-BLDG-01)

See Attachment “C” for Supplemental Technical Provisions that shall be incorporated made part of the project specifications and contract documents.

Description of Work

The City of La Palma is requesting bids for the exterior painting of City Hall facility, Police Department Facility, Fire Department Facility and the Park and Recreation Facility of existing building painted surfaces, trims, newly installed City Hall concrete railing panels and posts, per the project specifications.

PREPARE SWPPP/EROSION CONTROL/BMP's:

Under this contract, the contractor agrees to prepare for approval from the City Engineer and implement an approved Storm Water Pollution Prevention Plan (SWPPP) to prevent the run-off of construction materials into the City's storm water system. These run-off control measures are defined by the currently applicable National Pollutant Discharge Elimination System (NPDES) Permit and are also governed by the City of La Palma Municipal Code. Contractor shall provide a SWPPP prepared, signed, and stamped by a California licensed Civil Engineer with a Qualified Stormwater Developer (QSD) license for City review and approval.

It is anticipated that storm and surface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. Where necessary to protect the work or materials from damage, the Contractor shall, at his expense, provide suitable roadway drainage and erect such temporary structures as are necessary to protect the work or materials. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct his operations in such a manner that storm, or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

Methods to handle and dispose of all storms, surface or other waters shall be the sole

responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), the Federal clean Water Act and any City and County regulations.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, dirt, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

The Contractor shall implement all necessary Best Management Practices (BMPs) in order to comply with the following construction/erosion control requirements.

- Sediment from areas disturbed by construction shall be retained on-site using structural controls to the maximum extent practicable.
- Stockpiles of soil/debris shall be properly contained to minimize sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
- Appropriate BMPs for construction related materials, wastes, spills or residues shall be implemented to minimize transport from the site to streets, drainage facilities, or adjoining property by wind or runoff.
- Runoff from equipment and vehicle washing shall be contained at construction sites at all times.
- All Construction Contractor and Subcontractor personnel are to be made aware of the required Best Management Practices and good housekeeping measures for the project site and any associated construction staging areas.
- At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of.
- Construction sites shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off the site.
- Potential pollutants include but are not limited to: solid or liquid chemical spills, wastes from paints, stains, sealants, glues, lime, pesticides, herbicides, wood preservatives and solvents, asbestos fibers, paint flakes or stucco fragments, fuels, oils, lubricants, and hydraulic, radiator or battery fluids, concrete, detergent or floatable wastes, wastes from any engine/equipment steam cleaning or chemical degreasing, and super chlorinated potable water line flushing.
- During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.
- Dewatering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited. Dewatering of non-contaminated groundwater requires a National Pollutant Discharge Elimination System (NPDES) permit from the State Regional Water Quality Control Board.

MEASUREMENT AND PAYMENT:

Payment for this Bid Item shall be at the contract lump sum bid price for Storm Water Pollution Plan (SWPPP), and shall include full compensation for preparing SWPPP and furnishing labor; tools, equipment and incidentals required for, in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

SPECIFICATIONS FOR CITY FACILITY PAINTING

CITY FACILITIES PAINTING PROJECT (CITY PROJECT NO. 24-BLDG-0X)

DESCRIPTION OF WORK:

The City of La Palma is requesting bids for the exterior painting of City Hall facility, Police Department Facility, Fire Department Facility and the Park and Recreation Facility of existing building painted surfaces (horizontal and vertical), trims, newly installed City Hall concrete railing panels and posts per the project specifications.

MATERIALS DELIVERY, STORAGE, AND HANDLING: The contractor shall:

1. Deliver materials to site in manufacturer's original, unopened containers and packaging with labels clearly identifying the product name and manufacturer.
2. Store and handle materials in accordance with manufacturer's instructions.
3. Keep materials in manufacturer's original, unopened containers and packaging until application.
4. Store materials in clean, dry areas, out of direct sunlight and prevent from freezing.
5. Protect materials during storage, handling, and application to prevent contamination or damage. Close containers when not in use.

SURFACE PREPARATION SPECIFICATIONS:

The City prepared the following specifications for this project as described further below. The City will consider any product/service that meets or exceeds the minimum requirements. The Contractor will provide all the necessary services and materials for the courts listed and located in La Palma, CA per the following specifications.

- a. Cleaning: All surfaces shall be thoroughly cleaned with pressure; loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges, and valleys. Vacuum recovery is required for the use of hydro-blasting/pressure washing. All solids and water shall be collected and disposed of properly and cannot enter the storm drain system.
- b. Repairs: Prior to applying material, level any depressions 1/8" or deeper with crack filler/caulking material in accordance with manufacturer's instructions. Cracks shall be cleaned, dried, filled, and sealed, such that there are no ridges. All repairs shall be made prior to the application.

PAINING SPECIFICATIONS:

Paint shall be Dunn-Edwards or equal and applied per the manufacture specifications. Final exterior colors shall be determined by the City. Flat finish paint shall be used for surfaces. All trims shall be satin finish. Application by air or roller shall be two (2) coats. All metal, block, and any other surface not painted shall be protected with plastic sheeting/tape or similar method to protect the existing surfaces.

ADDITIONAL REQUIREMENTS: Proof of legal disposal of debris must be available upon request at any time. Bidders must have five years of continuous experience completing similar work. Contractor will warranty the work to be free from defect for one year after completion. This warranty excludes normal wear-and-tear from use.

CITY OF LA PALMA GUARANTY

In accordance with the terms of the contract for the modification of CITY FACILITIES PAINTING PROJECT in the City of La Palma between the City of La Palma (hereinafter referred to as the City) and the undersigned, which contract provides for the installation of miscellaneous items, or parts thereof, and under which contract the undersigned has installed such systems, the following guaranty of said system is hereby made.

Should any of the equipment installed pursuant to said contract, prove defective; or should the system as a whole prove defective, due to faulty workmanship, material furnished or methods of installation; or should the said systems or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one year after date on which systems stated in said contract are accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within twenty (20) days after the receipt of demand from the City. In the event repairs are not made within twenty (20) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment as determined by the Public Works & Community Services Director or City Engineer.

Said systems will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

Dated: _____

Contractor

City of La Palma

Agenda Item No. 13



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Director of Public Works & Community Services

AGENDA TITLE: Award of Contract for Zone 7 Slurry Seal Improvements

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Approve an Award of Contract in the amount of \$134,046.00 to Doug Martin Contracting Company, Inc. for Zone 7, ST-373 Slurry Seal Improvements;
2. Authorize the City Manager or designee to execute the agreement and all necessary documents; and
3. Authorize a 15% contingency for unforeseen change orders.

BACKGROUND:

None.

SUMMARY:

On June 27, 2024 the City advertised and solicited bids via OpenGov for City Project No. ST-373. On July 9th, the City conducted a pre-bid meeting to review the project conditions, schedule, and work sites. A total of five (5) contractors attended the pre-bid meeting. The scheduled bid date was set for July 16, 2024.

On July 16, 2024, six (6) bids were received along with the signed addendum. Staff reviewed the bid documents and confirmed that Doug Martin Contracting Company, Inc. submitted all the required documents with their bids. The Contractors' bid amounts are outlined below:

Bidding Contractor	Total Bid
1. Doug Martin Contracting Co., Inc. - La Habra	\$134,046.00

2. All American Asphalt - Corona	\$143,908.00
3. Pavement Coatings Co. - Jurupa Valley	\$160,236.00
4. Roy Allan Slurry Seal, Inc. - Santa Fe Springs	\$175,708.00
5. American Asphalt South, Inc. - Riverside	\$192,759.00
6. Native Builders, Inc. - Riverside	\$299,600.00

A fiscal analysis verified that the original budget of \$200,000 for this project is sufficient to complete all the work.

The table below presents the total project cost, including a fifteen percent contingency.

Description	Base Bid
Construction cost	\$134,046.00
Contingency 15%	\$20,106.90
Construction Engineering, Construction Management, Inspections (contract services)	\$25,000
Total Estimated Project Construction Cost:	\$179,152.90

Staff recommends that the City Council award the contract in the amount of \$134,046. Approval of the agenda item also authorizes the expenditure of all available contract construction inspection services and contingencies in the project. The contingencies will be available for any necessary change orders associated with unforeseen circumstances. Examples include concrete removal and replacement not identified in the scope of work for the project, or any other miscellaneous repairs necessary to complete the project. Said circumstances are typical for this type of project. The contingency amount is proposed at fifteen percent (15%) of the construction cost. The contract may be increased a maximum of twenty-five percent (25%) per the Standard Specifications for Public Works Construction, otherwise known as the "Greenbook."

Doug Martin Contracting Company, Inc. has performed similar work for surrounding agencies over the years. They also have performed work for the cities/agencies of City of La Palma, Bell Gardens, Dana Point, Oceanside, San Clemente and Ventura County. References from these other clients indicate that their work product was excellent.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The award of contract is Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 exemption (Cal. Code Regs., Title 14, Section 15301). The Class 1 exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration to existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The City's Capital Improvement Program consists of minor maintenance applications on existing residential streets involving negligible expansion of the existing use and therefore qualifies as a Class 1 exemption.

TENTATIVE SCHEDULE

Award contract	August 6, 2024
Execute agreement	August 21, 2024
Commence construction	September 2024
Complete construction	October 2024
Project closeout	November 2024

ANALYSIS:

None.

FISCAL IMPACT:

The FY 2024-25 Capital Improvement Plan Budget includes \$200,000 for residential street rehabilitation for Zone 7 (012-900-8130-00000).

ATTACHMENTS:

1. City Slurry Seal 7 Agreement

AGREEMENT FOR CONSTRUCTION SERVICES

DOUG MARTIN CONTRACTING COMPANY INC.

This Agreement for Construction or Services (“Agreement”), made and entered into this day of August 6, 2024 between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the “City”, and **Doug Martin Contracting Company Inc.** hereinafter called and referred to as the “Contractor.” The Contractor and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

1. RECITALS: This Agreement is made and entered into with respect to the following facts:

(a) That City desires to obtain through the Contractor the services set forth and described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Contractor Services”).

(b) That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.

(c) That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

(d) That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

2. SERVICES:

(a) Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit “A.” Time is of the essence for this Agreement.

(b) Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A (“Additional Services”), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, 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 Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit “A” or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided

contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefor. Unless contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

(c) Standard of Performance: In performing the Contractor Services, the Contractor 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 Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

(d) Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor 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 Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

(e) Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

(f) Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

3. AUTHORITY OF THE CITY REPRESENTATIVE:

(a) City Representative: The "City Representative" shall be City Manager of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

(b) Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

4. TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either: Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

5. COMPENSATION:

(a) Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

(b) Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor 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 Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

(c) Record of Payment. The Contractor 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.

6. LICENSES, PERMITS, APPROVALS, FEES:

(a) The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

(b) The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors 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 Contractor Services. The Contractor 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 Contractor's performance of the Contractor 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.

7. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

(a) Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Contractor's Insurance General Requirements:

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain 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 Contractor, or contain any other limitation contrary to this Agreement.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

(d) Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, 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.

(e) Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event the Contractor has no employees requiring the Contractor to provide Workers’ Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City’s execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to workers’ compensation.

(f) Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, 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 Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

8. INDEMNIFICATION:

(a) The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(b) The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

(c) The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (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 Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, 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 Contractor's obligation to pay the City any sums the Contractor owes the City.

9. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

10. NON-DISCRIMINATION: The Contractor 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 Contractor shall incorporate the foregoing provisions in all subcontracts.

11. PATENTED AND COPYRIGHTED MATERIALS: The Contractor 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 Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and 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.

12. PREVAILING WAGE REQUIREMENTS:

(a) Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code

Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor's failure to pay prevailing wages.

(b) Labor Code of California: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City's principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

(c) Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

(d) DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. CONFLICTS OF INTEREST:

(a) 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 Contractor shall not employ any such person while this Agreement is in effect.

(b) Contractor. The Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor 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 Contractor 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.

14. NO UNDUE INFLUENCE: The Contractor 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 Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not

employed or retained any company or person other than a bona fide employee working for the Contractor, 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.

15. ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

16. PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. 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.

17. 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an 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.

18. NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor 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 Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

19. 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 Contractor Services to be performed under this Agreement.

20. PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:	City of La Palma 7822 Walker Street La Palma, CA 90623 Attn: Conal McNamara
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If to the Contractor:	Doug Martin Contracting Company, Inc. 220 E. Foundation Avenue La Habra, CA 90631 Attn: Doug Martin, President
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21. WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's

obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

22. ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

23. SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. 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.

24. 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.

25. 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.

26. 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.

27. NON-LIABILITY OF CITY PERSONNEL: No City Personnel shall be personally liable to the Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

28. VENUE: 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 Contractor agrees to submit to the personal jurisdiction of such court.

29. 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.

30. 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.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings 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 thereby. 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. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

32. 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.

33. SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its City Manager and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
Conal McNamara
City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

By:  _____
Doug Martin
President

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
Ajit Thind
City Attorney

EXHIBIT A

Scope of Work

DESCRIPTION OF WORK:

The work includes the placement of Slurry Seal Type II in residential zone 7 with weed abatement, crack sealing and replacing all striping, legends and markings.

EXHIBIT B

Budget and Fee Schedule

See attached

EXHIBIT C

Request for Proposals (see attached)

Zone 7 Slurry Seal			Doug Martin Contracting Company, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Mobilization		1 Lump Sum	\$9,000.00
2	Storm Water Pollution Prevention Plan		1 Lump Sum	\$2,500.00
3	Crack Seal and Weed Sterilant		1 Lump Sum	\$17,750.00
4	Install Type 2 Slurry Seal	416400	Square Feet	\$205
5	Thermo Plastic Striping		1 Lump Sum	\$16,934.00
6	Street Sweeping, 30 Calendar Days After		1 Lump Sum	\$2,500.00
Total				\$134,046.00

CITY OF LA PALMA
Community Services Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Marshall Goodman, Mayor
Mark I. Waldman, Mayor Pro Tem
Debbie S. Baker, Council Member
Janet Keo Conklin, Council Member
Natish P. Patel, Council Member

CITY MANAGER
Conal McNamara

PUBLIC WORKS AND COMMUNITY SERVICES DIRECTOR
Andy Ramirez



BID DOCUMENTS AND SPECIFICATIONS

FOR

ZONE 7 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-373

KEY RFP DATES:

Issue Date:	July 27, 2024
Mandatory Pre-Bid Meeting:	July 9, 2024
Deadline for Questions:	July 11, 2024
Proposal Due Date:	July 16, 2024
Award of Contract:	August 6, 2024

June 2024

CITY OF LA PALMA

**Community Services Department
7821 Walker Street
La Palma, California 90623-1771**

BID DOCUMENTS AND SPECIFICATIONS

FOR

ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373

Approved By:

Douglas Benash, City Engineer
R.C.E. No. C 53935
Expires 12/31/2023

Date

CITY OF LA PALMA
ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373

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Attachment "A" – Residential Zone 7, Vicinity Map

CITY OF LA PALMA

NOTICE INVITING BIDS

ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373

NOTICE INVITING BIDS: Sealed proposals will be received at the office of the City Engineer, La Palma, California, until **1:00 PM on Tuesday, July 16, 2024** for furnishing of all labor, materials and equipment for **ZONE 7 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-373** (the "Project").

All prospective contractors are to register through OpenGov, complete the required documents, complete the pricing table and review all attachments through OpenGov for the bid submittal. HARD COPY BID SUBMITTALS WILL NOT BE ACCEPTED.

The Bids shall be submitted through the OpenGov Portal to the City Engineer, City of La Palma for the **ZONE 7 SLURRY SEAL PROEJCT, CITY PROJECT NO. ST-373 to be opened on Tuesday, June 16, 2024 at 1:00 PM.** The proposals will be opened through OpenGov and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The work includes the placement of Slurry Seal Type II in residential zone 7 with weed abatement, crack sealing and replacing all striping, legends and markings.

SUBSTITUTIONS: Contractors requesting to offer substitutions shall provide all product substitutions five (5) days prior to bid for consideration by the City prior to Bid. Substitutions will not be considered by the City after bids have been received.

COMPLETION OF WORK: The project shall be completed within **"FORTY-FIVE (45)"** consecutive working days (Monday – Friday), beginning on the date stipulated in the written Notice-to-Proceed issued by the City Engineer. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders.

MANDATORY BIDDERS CONFERENCE: All bidders must attend a bidder's conference on **July 9, 2024 at 9:00 a.m.**, to be held at La Palma Community Center Fan Palm Room at 7821 Walker Street, La Palma, CA 90623. **All proposals received from Bidders not in attendance at the Bidders Conference shall be deemed non-responsive and shall be rejected. Deadline for all RFI's/Questions is July 11, 2024 by 4:00 pm.**

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download on the city's website, www.cityoflapalma.org. All prospective bidders are responsible for checking the City's website for the issuance of any

project addenda prior to the bid opening for inclusion as part of the bid proposal. Due to the posting of the documents on the city website, the City no longer maintains a plan holder list. For project information, please contact the office of the City Engineer at (714) 690-3310.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price.

SUBSTITUTION OF SECURITIES: The Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

WAGE RATES: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which Work is scheduled to be performed. Copies of the wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

CONTRACTOR'S LICENSE: In accordance with the provisions of California Public Contract Code Section 3300, the City requires that the bidder possess the following classification of contractor's license at the time that the bid proposal is submitted: Class **A**. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code Section 7059. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.

CONTRACTORS REGISTRATION: In accordance with the provisions of Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal or (b) engage in the performance of this Work, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

EQUAL OPPORTUNITY: The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any and all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

DATED: June 27, 2024

CITY OF LA PALMA, CALIFORNIA

By:

Andy Ramirez
Public Works and Community Services
Director

CITY OF LA PALMA
INSTRUCTIONS TO BIDDERS
ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373

CONTRACT DOCUMENTS: The Contract Documents consist of the Notice Inviting Sealed Bid; Information for Bidders, Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; the Faithful Performance Bond, the Labor and Material Bond, Escrow Agreement for Security Deposits in Lieu of Retention; the Workers' Compensation Certificate, the General Provisions, Special Provisions and the Technical Provisions; the Specifications and the Drawings mentioned therein, and any Addenda issued by the City with respect to the foregoing prior to the opening of bids. Also included shall be any and all Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

PROJECT LOCATION DESCRIPTION: The project consists of:

1. Residential Maintenance Zone 7 (See Attachment "A")

The Engineer's Estimate to complete the project area is \$200,000.

PREPARATION OF BIDS: All proposals under these Contract Documents shall be submitted on the blank forms, which may be obtained at the office of the City Engineer of the City of La Palma, 7821 Walker Street, La Palma, California 90623. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand. Prices, working and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder. In the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership.

FORM AND DELIVERY OF BIDS:

All prospective contractors are to register through OpenGov, complete the required documents, complete the pricing table and review all attachments through OpenGov for the bid submittal. HARD COPY BID SUBMITTALS WILL NOT BE ACCEPTED.

The Bids shall be submitted through the OpenGov Portal to the City Engineer, City of La Palma for the **ZONE 7 SLURRY SEAL PROEJCT, CITY PROJECT NO. ST-373 to be**

opened on Tuesday, July 16, 2024 at 1:00 PM. The proposals will be opened through OpenGov and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

The bid must be received on or before the time set forth in the Notice Inviting Bids for the opening of bids. The envelope shall be plainly marked in the lower left had corner with the bidder's name and contractor's license number, the Contract designation and the date and time for the opening of bids. It is the Bidder's sole responsibility to ensure that its Bid is received prior to the scheduled closing time for receipt of Bids. In accordance with Government Code Section 53068, any Bid received after the scheduled closing time for receipt of Bids shall be returned to the Bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids the sealed Bids will be opened and read aloud at the City Office.

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal on or after March 1, 2015, or (b) engage in the performance of this Work after April 1, 2015, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered. The City reserves the right to reject any and all Bids.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the Bidder or his or her duly authorized representative and is filed with the City Engineer prior to the scheduled closing time for receipt of Bids. No proposal may be withdrawn during the period of sixty (60) days after the opening of proposals. Pursuant to Section 5100, et seq., of the California Public Contract Code, the Bidder shall notify the City within five (5) calendar days after the opening of bids of the mistake, specifying in the notice how the mistake occurred, in case of a mistake in the bid submitted by the Bidder.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price. The bidder whose proposal is accepted must enter into a contract within fifteen (15) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter

provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

INTERPRETATION AND ADDENDA: Each Bidder shall promptly and in writing, notify the City of any conflicts, errors, omissions, ambiguities or discrepancies found in the bidding documents. Addenda may be issued to modify the Contract Documents as deemed advisable by the City. Addenda will be posed or delivered to all parties recorded by the City as having received the contract Documents. No addenda will be issued later than seven (7) calendar days prior to the date for receipt of bids, except an Addendum, if necessary, postponing the date and time for receipt of bids or withdrawing the request for bids. Full consideration shall be given to all Addenda in preparation of Proposals, as Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the Contract Documents therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of materials to be furnished; and as to the requirements of the Contract Documents, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid. The City reserves the right, after opening bids, to reject any and all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until he or she has secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by him or her or by any subcontractor under him or her who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be

made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.630.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his or her construction experience and his or her organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled "Information Required of Bidders" shall be used for this purpose.

WAGE RATES: The Contractor and/or subcontractor shall pay wages at rates not less than those adopted pursuant to the Labor Code of the State of California as indicated in the "Notice Inviting Sealed Bids."

SAFETY PERMIT: The City will not perform safety inspections for this Project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time of execution of these Contract Documents, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereafter referred to as the "Standard Specifications") which is incorporated herein by this reference. The Contractor shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders (if applicable to the Project), and General Industry Safety Orders issued by the State Division of Industrial Safety.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the City of La Palma's Engineering Department, said permit being a "no-fee" permit.

In addition to the requirements above noted, the Contractor and all subcontractors shall possess a valid **City of La Palma Business License** at the time of application for the Construction Permit and for the duration of the contract.

PROPOSAL FORM

FIRM

NAME: _____

ADDRESS: _____

TELEPHONE: _____

FOR

ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373

FOR

CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR

ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as **ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373** which are on file in the office of the City Engineer of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City Engineer of the City of La Palma, duly appointed for said work in the matter of **“ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373”** on file in the office of the City Engineer of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

BID ITEM – RESIDENTIAL ZONE 7

BID ITEM NO.	UNIT QTY	ITEMS UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
1.	LS 1	Mobilization and Traffic Control _____	\$ _____	\$ _____
2.	LS 1	Storm Water Pollution Prevention Plan (SWPPP/BMP) _____	\$ _____	\$ _____
3.	LS 1	Crack Seal and Weed Sterilant – Residential Zone 7 _____	\$ _____	\$ _____
4.	SF 416,400	Install Slurry Seal [Type II] – Residential Zone 7 _____	\$ _____	\$ _____

BID ITEM NO.	UNIT QTY	ITEMS UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
5.	LS 1	Thermo Plastic Traffic Striping, Markings & Signage; Pavement Markers – Residential Zone 7 _____	\$ _____	\$ _____
6.	LS 1	Street sweeper services 30 calendar days after final completion – Residential Zone 7 _____	\$ _____	\$ _____
TOTAL FOR ALL ITEMS IN WORDS: _____			TOTAL FOR ALL ITEMS IN NUMBERS: _____	

<u>TOTAL FOR ALL ITEMS IN WORDS:</u> Residential Zone 7	GRAND TOTAL FOR ALL ITEMS IN NUMBERS:
--	---

It is understood and agreed that:

The contract will be awarded on the total bid price to the lowest responsible bidder. The City reserves the right to award a contract based on any combination of ALL or DELETED bid items.

1. The Bidder has carefully examined all the Contract Documents which will form a part of the contract; namely, documents consist of Notice Inviting Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Affidavit to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; and any Addenda issued prior to the submittal of this Proposal. Also included shall be any and all supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

2. The Bidder has satisfied itself as to the nature and location of the Work and fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.

3. The Bidder fully understands the scope of Work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of La Palma will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The Bidder has given the City Engineer written notice of all omissions, conflicts, errors or discrepancies that the Bidder has discovered in the Contract

Documents, and the written resolution thereof is acceptable to the Bidder.

5. The Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Bidder will comply with such provisions of that Code before commencing the performance of this contract if it is awarded to the Bidder.

6. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

7. The Bidder will execute the Agreement and furnish the required bonds, together with the certification of insurance required, within fifteen (15) calendar days after the award of the Contract.

8. The Bidder will not begin work unless and until all requirements in regard to bonds and insurance have been satisfied, and the Bidder will complete said Work within the period of time specified in the Notice Inviting Bids.

9. If requested by the City, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

10. Prior to and as a condition of entering into an Agreement for the Work scheduled herein on which it submits a bid, the Bidder shall provide the City with proof of the Bidder's and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for _____ Dollars (\$ _____), payable to the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____	_____ Signature of Authorized Officer
_____ Firm Name	_____ Print Name
_____	_____ Title
_____ Firm Address	_____ Email Address

CITY OF LA PALMA
BID BOND
FOR
ZONE 7 SLURRY SEAL PROJECT , CITY PROJECT NO. ST-373

KNOW ALL PERSONS BY THESE PRESENTS that we _____ as PRINCIPAL (hereinafter referred to as "Bidder"), and _____ as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA, (hereafter referred to as the "City") in the penal sum of _____ Dollars (\$_____) (which is ten percent (10%) of the total amount bid by Bidder to City for the above stated Project) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has submitted a bid to City to perform all work required under the Contract Documents for the above stated Project, if said Bidder is awarded a contract by said City and within the time and in the manner required under the heading "Instructions to Bidders," bound with said Contract Documents, enters into a written contract on the form of "Agreement," bound with said Contract Documents, and furnishes the required bonds, to guarantee faithful performance and payment of labor and material, and furnishes certificates as evidence of required insurance coverage, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect and shall be forfeited to the City. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 20__.

(seal)
BIDDER

By:_____
(Name and Title)

(Mailing address of BIDDER)

(NOTARIAL ACKNOWLEDGMENT
OF BIDDER)

(seal)
SURETY

By:_____
(Name and Title)

(Mailing address of SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1. Address _____
- 2. Telephone & Email Address _____
- 3. Type of Firm _____
(Individual, Partnership, or Corporation)
- 4. Corporation organized under the laws of the State of _____
- 5. Contractor's License No., Class & Expiration Date: _____
- 6. Contractor's DIR Registration Number: _____
- 7. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

- 8. Number of years experience as a contractor in construction work _____
- 9. List at least three projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Contract, Phone Number and Email of Owner

10. List the name of the person who inspected the site of the proposed work for your firm: _____

Date of Inspection _____

11. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his or her current financial condition.

12. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor. ***The Bidder shall provide proof of each listed Subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code of the State of California.***

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that he or she is _____(title)
of _____(firm), the party making the foregoing
Bid (hereinafter, the "Bidder").

1. Bidder's Contractors License No., Class & Expiration Date:

License #'s

2. Bidder acknowledges that Section 7028.15€ of the Business and Professions Code provides as follows:

"Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapters shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____ (insert city and state where declaration signed).

Signature

Print Name

BIDDERS CONFERENCE DECLARATION

The undersigned declares that he or she is _____ (Title) of _____ (Firm), the Party making the foregoing bid. Bidder declares that he or she or his or her duly appointed representative attended the Mandatory Pre-Bidders Conference on July 9, 2024 at La Palma Community Center Fan Palm Room at 7821 Walker Street, La Palma, CA 90623.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2024 at _____
(insert City and State where Declaration is signed).

Signature

Printed Name

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

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

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

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

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

Name: _____

Title: _____

Signature: _____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction ("Agreement"), made and entered into this day of _____, by and between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the "City", and [**Contractor**], hereinafter called and referred to as the "Contractor." The Contractor and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

RECITALS: This Agreement is made and entered into with respect to the following facts:

That City desires to obtain through the Contractor the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Contractor Services").

That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor's training, expertise, experience, and background.

That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

SERVICES:

Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit "A." Time is of the essence for this Agreement.

Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A ("Additional Services"), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, 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 Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit "A" or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation

therefor. Unless contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

Standard of Performance: In performing the Contractor Services, the Contractor 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 Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor 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 Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

AUTHORITY OF THE CITY REPRESENTATIVE:

City Representative: The "City Representative" shall be **[CITY REPRESENTATIVE]** of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

COMPENSATION:

Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor 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 Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

Record of Payment. The Contractor 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.

LICENSES, PERMITS, APPROVALS, FEES:

The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors 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 Contractor Services. The Contractor 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 Contractor's performance of the Contractor 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.

INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

Workers' Compensation Insurance (Statutory Limits) and **Employer's Liability Insurance** (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial

general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Contractor's Insurance General Requirements:

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

All insurance policies shall be "occurrence" rather than "claims made" insurance.

All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

Insurance policies shall not contain 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 Contractor, or contain any other limitation contrary to this Agreement.

Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, 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.

Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event the Contractor has no employees requiring the Contractor to provide Workers' Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City's execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by

failure of the Contractor to comply with this section or with the provisions of law relating to workers' compensation.

Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, 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 Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

INDEMNIFICATION:

The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (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 Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, 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 Contractor's obligation to pay the City any sums the Contractor owes the City.

OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

NON-DISCRIMINATION: The Contractor 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 Contractor shall incorporate the foregoing provisions in all subcontracts..

PATENTED AND COPYRIGHTED MATERIALS: The Contractor 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 Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and 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.

PREVAILING WAGE REQUIREMENTS:

Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this

Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor’s failure to pay prevailing wages.

Labor Code of California: The Contractor’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City’s principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONFLICTS OF INTEREST:

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 Contractor shall not employ any such person while this Agreement is in effect.

Contractor. The Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor 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 Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor 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 Contractor 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.

NO UNDUE INFLUENCE: The Contractor 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 Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for the Contractor, 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.

ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. 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.

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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an 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.

NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor 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 Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

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 Contractor Services to be performed under this Agreement.

PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:

City of La Palma
7822WalkerStreet
La Palma, CA 90623
Attn: **[CITY REPRESENTATIVE NAME]**

If to the Contractor:

WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final

acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. 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.

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.

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.

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.

NON-LIABILITY OF CITY PERSONNEL: No City Personnel shall be personally liable to the Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

VENUE: 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 Contractor agrees to submit to the personal jurisdiction of such court.

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.

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.

INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings 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 thereby. 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. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

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.

SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
[Mayor or City Manager]

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

By: _____

[Title]

By: _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
City Attorney, City of La Palma

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
 _____ (hereinafter referred to as "Contractor") as
 PRINCIPAL, and _____
 as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
 (hereinafter referred to as the "City") in the sum of _____
 _____ Dollars (\$_____) (this amount
 being not less than one hundred percent (100%) of the total bid price of the contract
 awarded by the City to the Contractor), lawful money of the United States of America, for
 the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
 executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
 been awarded and is about to enter into the annexed contract with said City for
 consideration of the work under the specification entitled "**ZONE 7 SLURRY SEAL
 PROJECT ,CITY PROJECT NO. ST-373**", and is required by said City to give this bond in
 connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the
 covenants and obligations of said contract on his or her part to be done and performed at
 the time and in the manner specified herein, including but not limited to the provisions
 regarding contract duration and liquidated damages, then this obligation shall be null and
 void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above
 obligation shall hold good for a period of one (1) year after the acceptance of the Work by
 the City, during which time if the Contractor shall fail to make full, complete, and
 satisfactory repair and replacements and totally protect the City from loss or damage made
 evident during the period of one (1) year from the date of acceptance of the Work, and
 resulting from or caused by defective materials or faulty workmanship, the above obligation
 in penal sum thereof shall remain in full force and effect. However, nothing in this
 paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall
 continue so long as any obligation of the Contractor remains.

Whenever Contractor shall be, and is declared by the City to be, in default under the
 Contract, the City having performed the City's obligations thereunder, the Surety shall
 promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
 conditions, and upon determination by Surety of the lowest responsible Bidder,
 arrange for a contract between such Bidder and the City, and make available as
 work progresses (even though there should be a default or succession of defaults
 under the Contract or Contracts of completion arranged under this Paragraph)
 sufficient funds to pay the cost of completion less the balance of the contract price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modifications thereto, less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor. The Surety shall not use the Contractor herein in completing the Contract nor shall the Surety accept a Bid from that Contractor for the completion of the Work if the City, when declaring the Contractor in default, notifies the Surety of the City's objection that that Contractor's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

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

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 2024.

(seal)
Contractor

(seal)
Surety

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
 _____ (hereinafter referred to as "Contractor") as
 PRINCIPAL, and _____
 as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
 (hereinafter referred to as the "City") in the sum of _____
 _____ Dollars (\$_____) (this amount
 being not less than one hundred percent (100%) of the total bid price of the contract
 awarded by the City to the Contractor), lawful money of the United States of America, for
 the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
 executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
 been awarded and is about to enter into the annexed contract with said City for
 construction of the work under the specification entitled, "**ZONE 7 SLURRY SEAL
 PROJECT ,CITY PROJECT NO. ST-373**" and is required by said City to give this bond in
 connection with the execution of said contract.

NOW, THEREFORE, if said Contractor, or any subcontractor of said Contractor, fails to
 pay for any materials, equipment, or other supplies, or for rental of same, used in
 connection with the performance of work contracted to be done, or for amounts due under
 applicable State law for any work or labor thereon, or for amounts due under the
 Unemployment Insurance Code with respect to work or labor performed under the
 contract, or for any amounts required to be deducted, withheld, and paid over to the State
 of California Employment Development Department, said Surety will pay the same in the
 amount not exceeding the sum specified above, and, in the event suit is brought upon this
 bond, reasonable attorney fees to be fixed by the court. This bond shall inure to the
 benefit of the City and of any persons, companies, or corporations, or their respective
 assigns, entitled to file claims under applicable State law, including, but not limited to,
 California Civil Code Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
 modification, renewal, or termination of this bond.

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

In the event suit is brought upon this bond by said City and judgment is recovered, said
 Surety shall pay all costs incurred by said City in such suit, including reasonable attorney
 fees to be fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 2024.

_____(seal)
Contractor

_____(seal)
Surety

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

Signed, this _____ day of _____, 2024.

Name: _____

Title: _____

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CITY OF LA PALMA
GENERAL PROVISIONS

SECTION 1. INTENT

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract and to provide a functionally complete Project. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Project. Materials or work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards. It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

SECTION 2. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, highest precedence shall be given to the Agreement and decreasing order as follows:

1. Specifications and Drawings
2. Special Provisions
3. Technical Provisions
4. General Provisions
5. Agreement
6. Instructions to Bidders
7. Notice Inviting Sealed Bids
8. Other Contract Documents
9. Standard Specifications (as hereinafter incorporated)

SECTION 3. STANDARD SPECIFICATIONS

The general provisions which shall apply to this contract include the provisions found in Part 1 – General Provisions of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time the Notice Inviting Sealed Bids is signed by the City Engineer, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). Part 1 – General Provisions of the Standard Specifications is incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

Wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:

- (a) "Agency" means and refers to the City of La Palma, California.
- (b) "Board" means and refers to the La Palma City Council.
- (c) "Engineer" means and refers to the La Palma City Engineer, acting either directly or through authorized agents.
- (d) Other terms appearing in Part 1 – General Provisions of the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

SECTION 4. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of deposit in a United States mail depository or of personal delivery to said address. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the City Engineer.

SECTION 5. PAYMENTS

Attention is directed to subsection 9-3 of the Standard Specifications for partial payment and final payment provisions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. PAYMENTS TERMINATING LIABILITY

Pursuant to Public Contract Code Section 7100, payment of undisputed contract amounts is contingent upon the Contractor furnishing the City with a written release of all claims against the City and its officials, officers, employees, agents, and volunteers (collectively "City Personnel") arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Notwithstanding the foregoing, the Contractor's acceptance of undisputed contract amounts shall act as a release of the City and City Personnel from all claims and liability to the Contractor for anything done or furnished for, or relating to, these amounts or for any act or neglect of the City or City Personnel relating to or affecting these amounts, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in subsection 9-3 of the Standard Specifications, unless the Contractor specifically provides written notice that it accepts said amounts under protest. If the Contractor accepts said amounts under protest, the Contractor shall not deposit said amounts for ten (10) days during which time the City may withdraw the funds.

SECTION 7. MONIES TO BE RETAINED

The Contractor's attention is called to subsection 9-3.2 of the Standard Specifications which sets the payment deduction and retention schedule applicable to the Project. Pursuant to Public Contract Code section 9203, the City shall withhold not less than five percent (5%) of the contract price until final completion and acceptance of the Project.

Notwithstanding the foregoing, the City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the City Engineer, incurred by the City, for which the Contractor is liable under the Contract Documents.

SECTION 8. RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Contract Documents.

SECTION 9. PROGRESS PAYMENTS

Pursuant to Public Contract Code Section 20104.50, whenever the Contractor properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the City shall include interest at the legal rate set forth pursuant to Section 685.010 of the Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim.

SECTION 10. COMPLETION OF WORK

In the event that the City Engineer shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

SECTION 11. FINAL INVOICE AND PAYMENT

(a) Whenever in the discretion of the City Engineer the Contractor shall have completely performed the contract, the City Engineer shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Orange County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done.

(b) Pursuant to Public Contract Code section 7107, within sixty (60) days after the filing of the notice of completion of the work, the City shall pay to the Contractor the remaining retained amounts after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

(c) The Contractor may substitute securities for any monies withheld under this section in

compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

SECTION 12. UNPAID CLAIMS

The Contractor's attention is drawn to Civil Code Division 3, Part 4, Title 15, Chapter 4 titled "Stop Notice for Public Work" (beginning with section 3179). The following provisions are to be read consistently with said Chapter 4 and to incorporate said Chapter 4 to the extent applicable. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall timely file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City in its discretion permits the Contractor to file an additional bond in a penal sum equal to one and one-fourth times (125%) the amount of said claim, said monies shall not thereafter be withheld on account of such claim. A claimant shall not be entitled to enforce a stop notice unless the claimant shall have given the preliminary twenty (20) day notice in accordance with Civil Code section 3098 if so required by that section. No stop notice will be effective unless it is served before the expiration of thirty (30) days after the recording of a notice of completion or notice of cessation, or if no notice is recorded, ninety (90) days after completion or cessation. The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

SECTION 13. ALLOWABLE VARIATIONS

When in the Contract Documents a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed hereby.

SECTION 14. CHANGES IN WORK

All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the General Provisions and subsection 3-3.2.3 of the Standard Specifications.

SECTION 15. MARK-UP

The following markups shall apply for all extra work requested by contract change order:

(a) Work by Contractor:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20%
Materials	15%
Equipment Rental	15%
Other items and Expenditures	15%
To the sum of the costs and markups provided for in this section, one percent (1%) shall be added as compensation for bonding.	

(b) Work by subcontractor:

When all or any part of the extra work is performed by a subcontractor, the markup established in section (a) above shall be applied to the subcontractor's actual costs of such work, to which a markup of ten percent (10%) on the first \$2,000.00 of the subcontracted portion of the extra work, and a markup of five percent (5%) on the work added in excess of \$2000.00 of the Subcontracted portion of the extra work may be added by the Contractor.

SECTION 16. INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of work varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the City Engineer's Estimate is less than \$1,500 at the applicable contract unit price, the City Engineer reserves the right to make no adjustment in said price if he or she so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

SECTION 17. PUBLIC UTILITIES

The provisions of Government Code section 4215 are incorporated herein. As required under Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding the foregoing, the City is not required to indicate the presence of existing service laterals or

appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities.

SECTION 18. TRENCHING

- (a) To the extent that the Project requires trenching or excavations that extend deeper than four (4) feet below the surface, Public Contract Code section 7104 is hereby incorporated and the following provisions shall apply:
 - (i) The Contractor shall promptly notify the City in writing before the following conditions are disturbed: (1) material the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117; (2) subsurface or latent physical conditions at the site differing from those indicated by the City prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the character of the work.
 - (ii) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract Documents.
 - (iii) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- (b) To the extent that the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and requires the excavation of any trench or trenches five (5) feet or more in depth, Labor Code section 6705 is hereby incorporated and the following provisions shall apply:
 - (i) Submission by the Contractor and acceptance by the City or the City Engineer of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches is required in advance of excavation.
 - (ii) If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 19. UNDERGROUND SERVICE ALERT

Except in an emergency, the Contractor prior to conducting any excavation or resurfacing shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing. Underground Service Alert may be contacted by calling 1-800-227-2600. The Contractor shall also notify the City of La Palma Public Works Department at (714) 690-3310.

In addition to and notwithstanding the foregoing, the Contractor is required to comply with all relevant provisions of Government Code section 4216 *et seq.* and all other laws regarding the relocation or disturbance of utilities. The Contractor's attention is specifically called to Government Code sections 4216.2, 4216.4 and 4216.6.

SECTION 20. LABOR CODE

- (a) Pursuant to applicable provisions of the Labor Code of the State of California, including Labor Code section 1773.2, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the Contract Documents shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The City Engineer has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.
- (b) The provisions of Labor Code section 1776 are incorporated herein. As required under Section 1776, the Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct; and (2) the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (c) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.
- (d) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than \$50 (to be determined by the Labor Commissioner) for each calendar day, or portion

thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Project under the contract by Contractor or by any subcontractor under the Contractor. The Contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for the performance of work on the Project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

- (e) Pursuant to Labor Code section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- (f) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- (g) Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and each subcontractor is required to secure the payment of compensation to its employees.
- (h) In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently is specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount of type of subcontract, if required by the Special Provisions.

SECTION 21. INELIGIBLE SUBCONTRACTORS

Pursuant to Public Contract Code section 6109, the Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract between the Contractor and an ineligible subcontractor for work on the Project is void as a matter of law. Any public money paid to the ineligible subcontractor by the Contractor shall be returned to the City.

SECTION 22. NOTIFICATION OF THIRD PARTY CLAIMS

The City and the Contractor shall each notify the other of the receipt of any third-party claims relating to the contract. This notification shall be made in writing within one (1) week from the receipt of the third-party claim.

SECTION 23. CLAIMS

This section shall apply to claims of \$375,000 or less arising between the City and the Contractor under this contract.

- (a) Pursuant to Public Contract Code Section 20104 *et seq.*, which is incorporated herein, the claim shall be in writing, include the documents necessary to substantiate the claim, and be filed with the City on or before the date of the final payment for the work. If the claim is less than \$50,000, the City shall respond in writing to the claim within 45 days of its receipt; or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the claim is over \$50,000, the City shall respond in writing to the claim within 60 days of its receipt, or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

- (b) If the Contractor disputes the City's written response, or if the City fails to respond within the prescribed time, to the claim, the Contractor may notify the City in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the City shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, *et seq.* For purposes of this paragraph, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the claim until the time such claim is denied, including any period of time utilized by the meet and confer conference.
- (c) The following procedures shall apply to any civil action filed pursuant to this section.
 - (i) Nonbinding Mediation - Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the

mediation unless a time requirement is extended upon a good cause showing to the court.

- (ii) Judicial Arbitration - If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, *et seq.*, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedure of Code of Civil Procedure Section 2016.010, *et seq.*, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, *et seq.*, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.
- (iii) Interest on Award or Judgment - In any suit filed pursuant to this section, the City shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

All claims not subject to this section must be presented to the City pursuant to Government Code section 910 *et seq.* The City shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City shall be a prerequisite to the institution of any legal proceeding challenging the action(s) of the City.

SECTION 24. SUBSTITUTION OF SECURITIES

The provisions of Public Contract Code section 22300 are incorporated herein. At the request and expense of the Contractor, securities equivalent to any amount withheld by the City to ensure performance under the contract shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. The Contractor shall bear all of the expense of the City and the escrow agent in connection with the establishment of an escrow account, the deposit of qualified securities into the escrow account, all statements and accounting relating to the escrow account, and the maintenance of the escrow account.

Securities eligible for investment under this section include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall, upon written notification to the City that the Contractor intends to open an escrow account with an escrow agent to deposit qualified securities as a substitute for retention of Contractor earnings required to be withheld by the City, notify the Surety in writing of such intention, and furnish the City with the written consent of the Surety to the utilization of such escrow account in lieu of periodic retention.

SECTION 25. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the City Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the City Engineer within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

SECTION 26. LIABILITY AND INDEMNIFICATION

The City and its officers, employees, agents, representatives, and the Engineer shall not be answerable or accountable in any manner, either individually or collectively for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Project. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the active negligence, willful misconduct of City, its agents, servants or independent contractors who are directly responsible to the City.

Contractor shall indemnify the City, the Engineer, and the respective City Councils, officers, employees, agents and representatives, against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the Project, operation or activities of Contractor, its agents, employees, subcontractors or invitee, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, its officers, directors, employees, agents, representatives, or the Engineer, but not to the extent such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of the City or City Personnel or independent contractors who are directly responsible to City; and in connection therewith:

- (a) Contractor shall defend any action or actions filed in connection with any of such claims, damages, penalties, obligations or liabilities, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.
- (b) Contractor shall promptly pay any judgment rendered against Contractor or the City or City Personnel or independent contractors who are directly responsible to City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor shall save and hold the City harmless there from.

- (c) In the event the City is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of Contractor hereunder, Contractor shall pay to the City any and all costs and expenses incurred by the City in such action or proceeding, together with reasonable attorneys' fees. If the City is so named as a party to any such action, the City can elect to be represented by counsel of its choosing and Contractor shall be responsible to reimburse the City for all reasonable fees and costs associated with that representation.
- (d) So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION 27. PERSONAL LIABILITY

Neither the City, the City Engineer, nor City Personnel shall be personally responsible for any liability arising under the Contract.

SECTION 28. LEGAL ACTIONS AGAINST THE CITY

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable, the provisions of this section shall apply:

- (a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (b) If, pursuant to court order (other than an order to show cause), the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

SECTION 29. INSURANCE

The Contractor shall not commence work under the Contract Documents until it has secured all types and amounts of insurance required under the Contract Documents, nor shall it allow any subcontractor to commence work on its subcontract until any such

subcontractor has obtained the same insurance required of the Contractor under the Contract Documents. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of Project until a notice of completion is issued by the City Engineer, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City. The provisions of this Section 29 replace the provisions of Standard Specifications subsection 7-3.

- (a) Insurance Coverage Required: Contractor shall provide the following types and amounts of insurance.
 - (i) Commercial General Liability Insurance. Contractor shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than Three Million Dollars (\$3,000,000.00) per occurrence for all covered losses and no less than Five Million Dollars (\$5,000,000.00) general aggregate.
 - (ii) Workers' Compensation. Contractor shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars (\$1,000,000.00) per accident for all covered losses.
 - (iii) Business Auto Coverage. Contractor shall use ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than One Million Dollars (\$1,000,000.00) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
 - (iv) Excess or Umbrella Liability Insurance (Over Primary). If excess or umbrella liability insurance is used to meet limit requirements, Contractor shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs

payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(b) Contractor's Insurance General Requirements:

- (i) Shall be issued by an insurance company that is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;
- (ii) Commercial General Liability, Business Auto Coverage and Excess or Umbrella Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively "City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City or City Personnel. All insurance provided hereunder shall include the appropriate endorsements.
- (iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.
- (iv) Shall be "occurrence" rather than "claims made" insurance.
- (v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.
- (vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.
- (vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.
- (viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

(d) Evidence of Coverage: The Contractor shall furnish the City with endorsed certificates of insurance demonstrating the coverage required by this

Section which shall be received and approved by City not less than five (5) working days before work commences.

SECTION 30. INTEGRATION

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification. Contractor hereby acknowledges that no oral statement can be reasonably relied on and shall not be relied on for any equitable claim.

The Contract Documents represent the entire understanding of the City and the Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

SECTION 31. INDEPENDENT CONTRACTOR STATUS

The City hereby engages Contractor as an independent contractor for the sole purpose of performing the work related to the Project. Contractor shall perform the services on the terms and conditions set forth herein. Contractor is an independent contractor, and nothing in this Contract or in the relationship between the City and the Contractor shall constitute a partnership, joint venture, agency or any other similar relationship.

SECTION 32. SALES AND/OR USE TAXES

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder, shall be paid by the Contractor.

SECTION 33. RECOVERY OF ANTI-TRUST CLAIMS

In submitting a bid to the City, the Contractor offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

SECTION 34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the

contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever. In such event the contract may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any purported assignment of the contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the City. If the City consents to any assignment of the contract, or any part thereof, and the contract or part thereof is in fact assigned, all rights and obligations under the Contract Documents will be of full force and effect as to both the Contractor as Assignor and the Contractor's Assignee unless the City agrees otherwise in writing.

SECTION 35. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work, in conformance with the requirements in said California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

SECTION 36. PUBLIC SAFETY AND PUBLIC PROTECTION

The attention of the Contractor is directed to subsection 7-10.4 of the Standard Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.

The Contractor is required to make whatever the provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his or her operation warrant to protect the public from danger, loss of life or loss of property, which would result from interruption of or contamination to the public water supply, interruption of other public utility services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly to protection of work under this contract.

Whenever, in the opinion of the City Engineer, an emergency exists as a result of the Contractor's activity that threatens public safety, utilities and adjacent structures or property, immediate action shall be considered necessary in order to protect or property, the City Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act within a reasonable time, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as deemed reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor.

SECTION 37. TERMINATION

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the proceeding under the contract is prevented by law, an act of God, or an official action of a public authority. Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (a) The City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City Engineer, the Contractor shall:
 - (i) Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - (ii) Perform work the City Engineer deems necessary to secure the Project for termination.
 - (iii) Remove equipment from the site of the work.
 - (iv) Take such action as is necessary to protect materials from damage.
 - (v) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City Engineer.
 - (vi) Provide the City Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the City Engineer may request.
 - (vii) Dispose of materials not yet used in the work as directed by the City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

- (viii) Subject to the prior written approval of the City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the City Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- (ix) Furnish the City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
- (x) Take such other actions as the City Engineer may direct.
- (b) The total compensation to be paid to the Contractor following termination shall be determined by the City Engineer on the basis of the following:
 - (i) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the Project for termination. Reasonable cost will include a reasonable allowance for Project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the City Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

- (ii) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the City Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
- (iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the City Engineer.
- (iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract. All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the

City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

- (v) After acceptance of the work by the City Engineer, the City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.
- (c) Acceptance of the terminated contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - (i) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the City Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.
 - (ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
 - (iii) When the City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, he or she will recommend that the City Engineer formally accept the contract, and immediately upon and after such acceptance by the City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the Project by the City Engineer.
- (d) The provisions of this Section 37 shall be included in all subcontracts.

SECTION 38. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by him or her under the contract will meet fully all requirements of the Contract Documents and the Standard Specifications incorporated herein as to quality of workmanship and of materials furnished by him or her. The Contractor hereby agrees to make at his or her own expense any repairs or

replacements made necessary by defects in materials or workmanship supplied to him or her that become evident within one (1) year after the date of final payment, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold the City and City Personnel harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his or her surety shall be liable to the City for the cost thereof.

- (b) The guarantees and agreements set forth in subsection (a) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work by the City Engineer, as provided in subsection 6-8 of the Standard Specifications. Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the contract. Said bond shall remain in force for a period of one (1) year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his or her option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 39. LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is hereby amended as follows:

- (a) Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of eight hundred dollars (\$800.00).

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that eight hundred dollars (\$800.00) per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

- (b) In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly

chargeable to the Project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract Documents, which is not so inserted, shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 41. MISCELLANEOUS PROVISIONS

- (a) Governing Laws: The Contract Documents shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.
- (b) No Waiver: The waiver by any party of a breach of any provision of the Contract Documents shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.
- (c) Attorneys' Fees: If any legal action is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs, and necessary reimbursements in addition to any other relief to which said party may be entitled.
- (d) Authority to Execute: The persons executing the Contract Documents on behalf of each party warrant that he/she is duly authorized to execute and deliver the Contract Documents on behalf of the respective party for whom he/she signs, and that by so executing the Contract Documents, each party is bound by the provisions of the Contract Documents.
- (e) Severability: If any term, provision, covenant or condition of the Contract Documents is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the Contract Documents shall not be affected thereby, and each term, provision, covenant or condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.
- (f) No Third-Party Rights: Except for rights expressly set forth in the Contract Documents, execution and delivery of the Contract Documents shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to any person or entity other than each other and their respective affiliates.

- (g) Headings: The headings in the Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.
- (h) Modifications and Communications: Neither the Contract Documents nor any provision hereof may be changed, waived, discharged or terminated orally or in writing, except that any provision of the Contract Documents may be amended by a writing signed by the parties, and the observance of any provision of the Contract Documents may be waived (either generally or in a particular instance in either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted. Any action, including but not limited to any request, approval, change in work request, extension request, and any communication, called out for by the Contract Documents shall only be binding on the respective parties if made a writing signed by the parties consistent with the terms of the Contract Documents.

CITY OF LA PALMA
SPECIAL PROVISIONS
FOR

ZONE 7 SLURRY SEAL PROJECT ,CITY PROJECT NO. ST-373

I. GENERAL

- A. **STANDARD SPECIFICATIONS:** All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNI Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.
- B. **DEFINITION OF TERMS:** For purposes of the Special Provisions, wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:
1. "Agency" - The City of La Palma, California.
 2. "Board" - The La Palma City Council.
 3. "Engineer" - The La Palma City Engineer, acting either directly or through authorized agents.
 4. Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.
- C. **PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings, schedules, and standard plans, bound herein accompanying and made a part of these provisions.
- D. **WATER POLLUTION:** The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.

Prior to commencement, the contractor shall provide, in detail, his or her method and

procedure to assure that it will comply with the current NPDES requirements of "Stormwater Pollution Prevention Plan". (SWPPP) and/or "Water Quality Management Plan" (WQMP).

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

- E. **SOUND CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

II. PUBLIC CONVENIENCE AND SAFETY

- A. **GENERAL:** In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual on Uniform Traffic Control Devices".
- B. **SAFETY DEVICES:** Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense. Should the City Engineer point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the City Engineer with emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the City Engineer within 2 hours.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$100 per call-out plus \$50 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

The Contractor shall remove any unnecessary traffic control devices from the work area in a timely manner. Should the Contractor fail to comply, upon notice from the City, within two (2) hours, City Staff will remove the devices and back-charge the Contractor at the rate of \$100.00 per instance requiring the City to complete a removal. These charges will be withheld from payments due the Contractor.

The Contractor shall, overnight and on weekends, monitor the condition of his or her traffic control devices for proper placement and safety. Should the City be notified of improper placement of these devices, the City Staff will make necessary corrections and back-charge the Contractor at the rate of \$100.00 per instance. These charges will be withheld from payments due the Contractor.

- C. TRAFFIC BARRICADE: The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the Project as specified in Subsection 7-10 of the Standard Specifications, or as directed by the City Engineer. On major streets, traffic maintenance shall conform to the provisions in Section 7-10.2, and these Special Provisions.

The Contractor shall prepare traffic control plans (TMPs) for approval from the City Engineer.

Cost for barricading, traffic control, TMPs shall be included in the bid price under Contract Item "Mobilization and Traffic Control" or under individual items and no additional compensation shall be made therefore.

- D. TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrian and vehicle traffic at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers, and any other equipment as set forth in the Work Area Traffic Control Handbook (W.A.T.C.H.) prepared by the Southern California Chapter of the American Public Works Association, latest edition, or the State of California

Department of Transportation “Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways”, latest edition; or as required by the City Engineer to insure safe passage of traffic.

The minimum taper allowed for transitional traffic from one lane to another shall be as follows:

<u>TRAFFIC SPEED (mph)</u>	<u>TAPER LENGTH (ft.)</u>
25	150
30	200
35	250
40	350
45	550
50	600

- E. LANE CLOSURES: Lane closures will not be permitted before 8:30 a.m. or after 4:30 p.m. in the arterial and secondary streets, and before 7:30 a.m. or after 4:30 p.m. in the local/residential streets, unless a request, in writing, has been received and approved by the City Engineer at least 72 hours in advance of the work.

No work shall commence prior to, or after the aforementioned hours.

The Contractor shall pay the Agency the sum of \$100 for every 15 minute interval, or portion thereof, whenever traffic lanes are closed or work commence and/ or continue other than as specified above, which the parties agree is a reasonable estimate of the cost the Agency shall incur because of any interference in traffic flows caused by the Contractor. No overnight lane closure shall be permitted without prior approval of the Agency.

The Contractor shall use flashing arrow signs for lane closures unless otherwise authorized by the City Engineer in advance of the work. Trench plates shall be of the non-skid type and shall be pinned to prevent movement. The plates shall be ramped with temporary AC.

- F. REMOVAL OF OFFICIAL SIGNS: In accordance with the requirement of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control devices, guidepost or signpost placed or erected as authorized or required by law. Therefore, any such existing traffic control device, guidepost, or signpost located within alignment of or interfering with the new construction work required herein, shall not be removed or relocated without first obtaining permission to do so from the City Engineer.
- G. NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES: Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties 72 hours in advance of construction that will affect these properties. Door hangers or other means of notification shall be submitted to and approved in advance by the City Engineer.

III. SITE CLEANING

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

Contractor shall not permit the adjacent property, public or private, to become dirty and unsightly because of work under this contract. All equipment necessary to provide dust control shall be included in the unit contract prices bid for the project.

IV. NOTIFICATION OF AGENCIES

The following entities shall be notified at least **72 hours in advance** of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. City Engineer
2. Fire Department
3. Police Department
4. Disposal & Street Sweeping Companies
5. Post Office
6. Affected School Districts
7. Residents within Project area
8. Any others that are determined by the City Engineer, as necessary to be notified.

V. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer.

When storage sites are located on private properties, the Contractor shall be required to submit to the City Engineer written approval from the record owner authorizing the use of his or her property by the Contractor.

VI. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor.

VII. CONFERENCE

The Contractor shall arrange for a pre-construction conference with the City Engineer and City Staff, which shall be held a minimum of five (5) working days prior to commencement of any work. The Contractor shall have his or her equipment available for inspection by the City Engineer at the time of the pre-construction conference.

VIII. PAYMENT

The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the City Engineer.

IX. DAMAGE

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Engineer.

X. WAGE RATES

Contractors are obligated to pay prevailing wages to persons employed by them for work under this contract. The contractor is required to keep all necessary records and documentation and prepare any required reports to verify that prevailing wages are paid in accordance with the State laws.

XI. "AS-BUILT" PLANS

The Contractor is required to submit to the City Engineer "As-Built" mark-up plans prior to final acceptance of the work. The plan shall indicate in red all deviations from the contract plans.

CITY OF LA PALMA
TECHNICAL PROVISIONS
ZONE 7 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-373

Description of Work

The scope of work in general consists of the following in Residential Maintenance Zone 7; as shown on the map in Attachment "A" in the City of La Palma as shown in these specifications and project plans.

- Apply weed sterilant
- Seal-fill pavement cracks
- Slurry Seal Pavement with Type II Slurry Mix
- Thermo Plastic Traffic Striping, Signage and Pavement Markings; Pavement Markers
- Street sweeper services 30 calendar days after final completion

UNCLASSIFIED EXCAVATION

Unclassified excavation shall conform to the provisions in Section 300 of the Standard Specifications and these Special Provisions. Work shall include excavation and backfill.

A. Excavation:

Excavation shall consist of removal of vegetation, dirt, roots, existing base material and AC as required and backfilling, grading and compaction necessary to complete the project as shown on the plans and described in the specifications, also includes removal and disposal of excess unsuitable material. The use of stompers and rock wheels will not be allowed for any portion of the work on this project.

Contractor shall remove all stumps, roots and other obstructions under the new concrete and pavement work to a depth of 12" below the finished grade and 24" laterally. All root pruning of trees that are to remain, shall be done with a machine designated for this purpose, e.g. a root pruner or a stump grinder. In lieu of this, roots maybe exposed and individually cut with a sharp hand or chainsaw only. Under no circumstances should roots be torn, ripped out, or otherwise damaged with a backhoe or other equipment. Trees and plants that are not to be removed shall be fully protected from injury by the Contractor at its expense.

All excavated materials shall become the property of the contractor and shall be disposed of outside the roadway right of way at the end of each day.

B. Backfill

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed sub-grade and backfill materials shall be compacted to 95% relative compaction. Finished sub-grade shall not deviate more than 0.05 foot from the theoretical grading plane and must be firm and unyielding.

Backfill shall consist of placement of selected material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks, drive approaches, etc. Backfill material shall be considered select material acquired from project excavations. No backfill material shall be placed until approved by the Engineer.

All rocks, stones, debris and roots within 12 inches of the finished surface shall be removed and disposed of outside the roadway right of way.

C. Tests

The laboratory maximum density test shall be per Subsection 211-2.1 of the Standard Specifications. Compaction tests will be considered necessary in all pavement reconstruction areas whether the sub-grade is disturbed or not by the Contractor's operations. Compaction tests shall be made at locations selected by the Engineer.

The City at no cost to the Contractor will make any required material and compaction tests. Should first compaction test fail, Contractor shall bear the cost incurred to perform all the following necessary tests to meet compaction requirements.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Full compensation for this item shall be considered as included in the various related items of work and shall include saw-cutting, excavation, asphalt removal, concrete removal and earth hauling disposing and furnishing of all labor, tools, equipment and doing all work necessary in accordance with the plans and specifications.

The cost of excavation and backfill shall be considered as being included in the various related items of work and shall include stockpiling of material, labor, tools, equipment, compaction, leveling and removal of rock, stones and debris, disposal of unsuitable materials and finishing the areas to a clean, neat appearance with no additional compensation being considered.

CONSTRUCTION METHODS:

Access to all private properties shall be maintained at all times during construction. The slurry created by the saw cutting shall be removed by vacuum during saw cutting operations. Residue from roadway pavement, sidewalk and subgrade removal operations, if any, shall not be permitted to flow or travel into gutters, onto adjacent street surfaces and parkways. All residues shall be completely removed by sweeping and disposed. No washing of residue into gutters and/or drainage structures will be allowed. The grinding or cleaning residue shall become the property of the Contractor and shall be removed from the site.

During construction and excavation, soft and unstable sub grade is expected to be encountered. The City engineer shall determine the method of stabilizing these

areas.

Removals shall consist of the removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not limited to: roadway pavement, concrete sidewalk, aggregate base, sub base, vegetation, trees, roots, rocks, markers, shrubs and earth.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed three (3) calendar days at any one location unless approved otherwise by the Engineer or necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

Under no circumstances, shall the Contractor place concrete forms and leave the forms in place for more than 24 hours, aside from curing freshly poured concrete. Access to all residences and businesses shall be maintained to an acceptable condition unless approved otherwise by the Engineer or necessary to facilitate or protect work.

In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer. Trees shall be protected in place, unless otherwise specified.

The Contractor shall dispose of all material from the job site at the end of each day and shall bear all expenses of hauling and disposal of materials.

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in this section as specified herein, shall be considered as included in the price paid for the related items of work as listed in the bid sheet.

Best Management Practices (BMPs)

Per the Federal Clean Water Act, the contractor is required to eliminate pollution to waters of the United States in regards to this project. This project requires the Contractor to implement "Best Management Practices". The contractor shall implement BMPs for Construction Projects and comply with all applicable requirements of the "Orange County Storm Water Program - Construction Runoff Guidance Manual" dated September 2006.

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished

appearance.

All existing landscaping, ground cover, grass, plants, shrubs, and/or trees, which are damaged during construction, shall be replaced with the same type or approved variety.

The contract unit price paid for various contract items shall include full compensation for complete and operational items, including cleaning the street and impacted areas, all labor, tools, equipment and incidentals and for doing all the work involved in constructing the proposed improvements, complete in place as shown on the project plans and these specifications.

CONCRETE CONSTRUCTION

All concrete work shall conform to the provisions in Section 201, "Concrete Mortar and Related Materials" of the Standard Specifications, and Section 303.5, "Concrete Curb, walk, Gutters, Cross Gutter, Alley Intersections, Access Ramps, and Driveways".

All concrete shall be cured by the curing compound and shall conform to the provisions in Section 303-5.6 of the Standard Specifications.

The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface (provide minimum 1 gallon of curing compound for 200 S.F. of concrete surface). Portland Cement Concrete for miscellaneous concrete construction shall be produced from commercial quality aggregate and shall contain not less than 520 pounds of cement per cubic yard. Said concrete classes shall conform to the provisions in Section 210-1.1.2 of the Standard Specifications.

All concrete finishing shall conform to the requirements of Section 303-1.9 of the Standard Specifications.

All concrete for curb, gutter, driveways and sidewalk etc. shall be poured WITHIN 24 HOURS OF REMOVAL. Residents will be notified 48 hours in advance before removal of concrete approach. No area shall remain un-poured over a weekend without prior approval of the Engineer. All debris resultant from the contractor's excavation or construction operation shall be removed from each site the same day at the contractor's expense. No excess materials shall be dumped or drained into the storm drains or sewer.

All materials removed shall be disposed outside of the right-of-way, which shall be left with a clean and finished appearance. Any irrigation lines and sprinkler heads damaged during excavation shall be repaired and water tested with the City's inspector present, **PRIOR** to concrete pouring. All existing landscaping, ground cover, grass, plants, shrubs, and/or trees, which are damaged during construction, shall be replaced with the same type or approved variety within 48 hours of concrete pouring.

The contract unit price paid for concrete items shall include full compensation for complete and operational items, including furnishing Portland cement mixes, admixtures where are

required, water (including water for dampening the base materials), removal and disposal of concrete, asphalt concrete, turfs and weeds, leveling the base materials, removal of tree roots under sidewalk and back fill, compaction, cleaning the street and effective areas, all labor, tools, equipment and incidentals and for doing all the work involved in constructing the concrete curb & gutter, asphalt and sidewalk, complete in place as shown on the specifications.

BID ITEM NO. (1), MOBILIZATION and TRAFFIC CONTROL:

Mobilization and Traffic Control shall conform to the Standard Specifications, Work area traffic control handbook, and these Special Provisions. The traffic control plan shall be prepared, stamped, and signed by a licensed Traffic Engineer or Civil Engineer and submitted to the City Engineer for approval. Traffic control measures shall be implemented as per approved traffic control plans and these specifications for the proposed improvements. Also, the Contractor shall obtain permits from the Cities of La Palma and Buena Park for prosecution of the work per project plans and these specifications.

This bid item also includes the Contractor's preparation of notices to the public for the scheduled work, 2 weeks before work begins, 48 hours posting of no parking signs, 48 and 24 hour "door" hangers/handouts resident notices with coordination with street sweeping and trash pickup operations.

The price of this item shall be at the contract unit price per the lump sum price bid for Mobilization and Traffic Control, and shall include full compensation for mobilization, demobilization, preparing traffic control plans and furnishing labor, tools, equipment and incidentals required for implementation of traffic control measures for the proposed improvements in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (2), PREPARE SWPPP/EROSION CONTROL/BMP's:

Under this contract, the contractor agrees to prepare for approval from the City Engineer and implement an approved Storm Water Pollution Prevention Plan (SWPPP) to prevent the run-off of construction materials into the City's storm water system. These run-off control measures are defined by the currently applicable National Pollutant Discharge Elimination System (NPDES) Permit and are also governed by the City of La Palma Municipal Code. Contractor shall provide a SWPPP prepared, signed, and stamped by a California licensed Civil Engineer with a Qualified Stormwater Developer (QSD) license for City review and approval.

It is anticipated that storm and surface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his operations, and private and/or public property by flooding,

lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. Where necessary to protect the work or materials from damage, the Contractor shall, at his expense, provide suitable roadway drainage and erect such temporary structures as are necessary to protect the work or materials. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

Methods to handle and dispose of all storms, surface or other waters shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), the Federal clean Water Act and any City and County regulations.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, dirt, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

The Contractor shall implement all necessary Best Management Practices (BMPs) in order to comply with the following construction/erosion control requirements.

- Sediment from areas disturbed by construction shall be retained on-site using structural controls to the maximum extent practicable.
- Stockpiles of soil/debris shall be properly contained to minimize sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
- Appropriate BMPs for construction related materials, wastes, spills or residues shall be implemented to minimize transport from the site to streets, drainage facilities, or adjoining property by wind or runoff.
- Runoff from equipment and vehicle washing shall be contained at construction sites at all times.
- All Construction Contractor and Subcontractor personnel are to be made aware of the required Best Management Practices and good housekeeping measures for the project site and any associated construction staging areas.
- At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of.
- Construction sites shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off the site.

- Potential pollutants include but are not limited to: solid or liquid chemical spills, wastes from paints, stains, sealants, glues, lime, pesticides, herbicides, wood preservatives and solvents, asbestos fibers, paint flakes or stucco fragments, fuels, oils, lubricants, and hydraulic, radiator or battery fluids, concrete, detergent or floatable wastes, wastes from any engine/equipment steam cleaning or chemical degreasing, and super chlorinated potable water line flushing.
- During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.
- Dewatering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited. Dewatering of non-contaminated groundwater requires a National Pollutant Discharge Elimination System (NPDES) permit from the State Regional Water Quality Control Board.

MEASUREMENT AND PAYMENT:

Payment for this Bid Item shall be at the contract unit price per the lump sum price bid for Storm Water Pollution Plan (SWPPP), and shall include full compensation for preparing SWPPP and furnishing labor; tools, equipment and incidentals required for, in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (3), CRACK SEAL:

Pavement cracks greater than 1/8" shall be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks, 7 days prior to or per manufacturer's recommendations shall be sprayed with a weed sterilant prior to placing all crack seal materials. Weed sterilant shall comply with State and Federal regulations and placed by individuals certified to place such projects. The Contractor shall provide documentation of worker certifications prior to commencing weed sterilant work.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

The Contractor shall submit the manufacturer's material certification for the asphalt sealant to the City Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work. Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for cleaning, preparing pavement cracks, applying crack sealer and furnishing labor, tools, equipment and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (4) SLURRY TYPE II:

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide the Slurry Seal. Slurry Seal shall consist of a mixture of approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

MATERIALS

Emulsified Asphalt Material – The liquid emulsion shall be water-based emulsified asphalt comprised of straight-run vacuum tower bottoms, synthetic SBR latex polymer, and emulsification agents. The SBR polymer shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a Slurry Seal machine.

The emulsified asphalt shall conform to the requirements of the ASTM specification for quick set CQS with revisions as indicated in the table below. In addition, the emulsion shall contain 1%, 3% minimum SBR latex solids based on weight of asphalt cement. The slurry seal mixture shall contain an emulsion content of 10 – 20% by weight of dry aggregate, which shall be determined in the laboratory by an approved mix design process. The residual asphalt content shall be 5 – 15% based on weight of dry aggregate.

Tests on CQS Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 25°C, sec, (a)	20	100	ASTM D 244
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Residue, %	60		AASHTO T 59
Polymer:			
Polymer Solids Based on Weight of Asphalt, %	1, 3		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
Tests on Residue (b)			AASHTO T 59
Penetration, 25°C, 100g, 5s	40		ASTM D 5
Ductility, 25°C, 5 cm/min, cm	40		ASTM D 113
Solubility in Trichloroethylene, %	97.5		ASTM D 2042
Elastic Recover, 77 F, 10cm, 1h, %	40		ASTM D 5976

The specification for Slurry Emulsion is in accordance with the material properties and test methods as specified by ISSA, ASTM, and AASHTO.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer-modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

AGGREGATE - The aggregate shall consist of manufactured granite crusher fines. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be gray in color with 100% fractured faces, clean and free from organic matter or other deleterious substances and clay balls. Oversized granular material and/or presence of clay balls will require the project to be stopped and shall meet the following requirements:

Gradation Table – Aggregate (percent passing) ^{(a) (b)}

Sieve Size	Type II	Type III	Tolerance
3/8"	100	100	+ or -5%
No.4	90-100	70-90	+ or -5%
No. 8	65-90	45-70	+ or -5%
No. 16	45-70	28-50	+ or -5%
No. 30	30-50	19-34	+ or -5%
No. 50	18-30	12-25	+ or -4%
No. 100	10-21	7-18	+ or -3%
No. 200	5-15	5-15	+ or -2%

(a) Meets ISSA gradation.

(b) If oversize material is present, screening through a ¼" screen will be required prior to delivery to the slurry machine. If clay balls are present, the aggregate may not be used.

- Resistance to Degradation (ASTM C131grading D) 20% maximum loss
- Soundness of Aggregate (ASTM C88) 15% maximum loss
- Sand Equivalent (ASTM D 2419) 55% maximum
- LA Abrasion (AASHTO T96) 20% maximum loss

Mineral Filler: Hydrated lime, limestone dust, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Water: All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product.

Additives: Additives may be used to accelerate or retard the break-set of the Slurry Seal or to improve the resulting finished surface. The use of additives in the Slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the City Engineer/Project Manager.

Slurry Seal Mix Design Specifications: Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The mix design shall identify the job mix formula and present test results for the required specifications verifying the compatibility of the aggregate and the modified CQS-1HL. The mix design shall follow the standards and guidelines as set forth by ISSA. The

Slurry mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-100	Wet-Track Abrasion Loss, six (6) day Soak	75 g/ft ² (807 g/m ²)
ISSA TB-109	Sand Adhesion by wheel tester	50 g/ft ² Maximum
ISSA TB-105	Asphalt Content (based on dry aggregate)	5 – 15%
Trial Mix Characteristics		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-113/3.5	Mix Characteristics	No excess free liquids in mix No excessively dry or stiff mix
ISSA TB-113/3.6	Mix Time at 77°F	180 seconds minimum
ISSA TB-113/3.6	Mix Time at 100°F	120 seconds minimum
ISSA TB-113/3.7	Set Time at 77°F Displacement	30 minutes maximum
ISSA TB-113/3.8	Clear blot	30 minutes maximum
Cured Trial Mix Evaluation (24hr-77°F cured mix from ISSA T113/3.6 -30 second mix)		
ISSA T113/4.1	Surface Examination	No tackiness No Shininess
ISSA T113/4.2	Fines Flotation	No fines flotation
ISSA T113/4.3	Internal Adhesion	95% minimum coating, all size particles securely held in mix, no asphalt/aggregate segregation
Wet Stripping Test -modified to a 10 minute boiling period (24hr 77°F cured mix from ISSA T113/3.6 -30 second mix)		
ISSA T114	Coated aggregate integrity	95% minimum coating report solid, broken, crumbly, etc.
ISSA T139	Cohesion Value at 77°F	30 min 12 kg-cm min 60 min report 2 hr report 4hr report 24hr solid spin (26 in-lb)

Composition of mixture: The owner shall approve the design mix and all Slurry Seal materials and methods prior to use and shall designate the proportions to be used within the following limits:

Residual Asphalt: 5% – 15% by dry weight of aggregate.

Emulsion Content: 10% - 20% by dry weight if aggregate.

Mineral Filler:	0.5% to 2% by dry weight of aggregate.
Polymer Content:	1%, 3% minimum based on weight of asphalt cement.
Water (Potable):	As required to provide proper consistency.
Application Rate (average):	16-20 lbs. per square yard (Type II) 18-22 lbs. per square yard (Type III)

Equipment: The material shall be mixed by either a truck mounted or self-propelled micro-surfacing mixing machine. The machine shall employ continuous flow mixing and be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time. The emulsion pump shall be a heated positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

Spreading Equipment: The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles and/or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. No "burlap" will be permitted to be drug behind the squeegee box except along the seams where a 2' to 3' wide burlap "blanket" will be permitted to be drug to the extent necessary to achieve an acceptable finish at the seams as determined by the owner. Rut filling equipment will require adjustable steel strike-off plates. The seam where two spreads join shall be neat appearing and uniform. All excess material shall be removed from ends of each job site immediately.

Calibration: Each mixing unit to be used during performance of the work shall be

calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the same calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to each machine's metering devices. No machine will be allowed to work on the project until all calibrations have been completed and/or accepted by the Project Manager.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

Handwork: Approved hand squeegees, with burlap drags, shall be used to spread Slurry in areas not accessible to the Slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

Curing: Areas receiving Slurry Seal will be allowed to cure from three to five hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas damaged within 24 hours of application of Slurry, or prior to moving to new work locations, shall be repaired by the Contractor at their expense.

Surface Preparation: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

Weather Limitations: The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Notification: All homeowners and businesses affected by the paving shall be notified 24 hours in advance of the surfacing. Refer the Mobilization Bid Item for additional information. Suitable tow-away signs may be posted prior to the surfacing with the necessary Vehicle/Municipal Code Section to allow for towing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in a form of written posting, stating the time and date that the surfacing will take place.

Traffic Control: Suitable methods shall be used by the contractor to protect the Slurry Seal from damage from all types of vehicular traffic. Opening to traffic does not constitute acceptance of the work. The Project Manager shall be notified of the methods to be used. In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the Slurry Seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will

diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a Slurry Seal.

Clean Up: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

Measurement and Payment: The Slurry Seal shall be measured and paid for by the square feet on the slurry seal work completed and accepted by the City. **Acceptance by the City shall be verified by the acceptance of the City's material testing Wet Abrasion Testing conducted at the City's cost.** The price shall be full compensation for furnishing all materials; for preparation, mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein.

BID ITEM NO. (5), THERMO PLASTIC TRAFFIC STRIPING, SIGNAGE & PAVEMENT MARKINGS; RAISED PAVEMENT MARKERS AND CURB PAINT:

This work shall consist of the installation of traffic thermo plastic stripes, pavement markings, curb paint, markings and legends, and raised pavement markers shall be of the type as noted in project plans and these specifications and at the same locations as they existed prior to implementation of improvements and reconstruction on this project (additional legends shall be at locations as shown on project plans). In addition, all bike lane lines and symbols shall be painted with a non-thermoplastic material, the Contractor shall submit the specific materials to be used on the bike lane lines and symbols.

All existing thermo plastic striping and bike lane lines and symbols shall be ground off the existing pavement prior to placement of any slurry product. This cost shall be included as part of the striping costs accordingly. No additional compensation will be allowed.

It shall be the Contractor's responsibility to locate and identify all existing pavement markings prior to commencing work, for replacement after work has been completed. Striping, cross-walks, limit lines, and pavement legends shall be thermo plastic.

MATERIALS:

The pavement striping and markings (cross-walks, limit lines, legends etc.) material shall be Thermoplastic as follows: Thermoplastic shall be composed of ALKYD/MALEIC THERMOPLASTIC PAVEMENT material that is applied to a road surface in a molten state by extrusion means with a surface application of glass spheres. When applied properly and at the designated thickness and width, the stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic. Thermoplastic material shall conform to Section 84 of the Standard Specifications of the

State of California except as follows: **The Thermoplastic material shall be homogeneously composed of pigment, filler, resins, and glass reflectorizing spheres.**

The material manufacturer shall have the option of formulating the material according to his own specifications, however, the solid resin shall comprise a minimum of 8% by weight of the entire material formulation which shall only consist of 100 percent maleic-modified glycerol ester of wood resin with no tall oil derivatives. The physical and chemical properties contained in these specifications shall apply regardless of the type of formulation used. The material upon heating to application temperature shall not exude fumes which are toxic or injurious to persons and property. The specific gravity of the thermoplastic traffic line material shall not be less than 1.95 nor more than 2.15. The pigments, beads and filler shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt and foreign objects and shall be composed by weight of at least 18% binder, 25% glass beads, and 8% titanium dioxide. The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be the solid maleic-modified glycerol ester wood resin and shall be no less than 8% by weight of the entire material formulation. The binder shall not contain petroleum-based hydrocarbon resins, tall oil resins, blends of tall oil resin and wood resin or similar derivatives.

Paint for curbs, cat tracks and dribble lines shall be furnished by the Contractor. Paint shall be either the Fast Dry or Rapid Dry type at the option of the Contractor. The paint to be furnished shall conform to the State of California Department of Transportation's current specifications for such materials. Copies of said specifications are available for inspection at the Department's Transportation Laboratory, Sacramento, California.

Guarantee: The pavement marking material furnished and installed under this contract shall be guaranteed for one year by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity and damage from traffic and wear.

CONSTRUCTION METHODS:

Mechanical means shall be used to install traffic stripes, pavement markings, and bike lane lines. Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be no more than 3 inches in width and not more than 5 feet apart on curves and 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment. Paint for cat tracks and dribble lines shall be the same color as the thermo plastic traffic stripe for which they are placed.

All work and material shall conform to the requirements of the State of California, Caltrans Standard Specifications, Latest edition, and the latest edition of the State of California Traffic Manual and these specifications.

All permanent restriping and placement of pavement markers on streets shall be done by the Contractor. Permanent restriping shall be in accordance with the requirements of the City of La Palma and as required per Caltrans Standards. It is the City's intent to upgrade the existing striping channelization from paint only, as is presently the case, to a combination of thermo plastic and raised pavement markers as called for on the referenced Caltrans Standards. The striping, crosswalk and legend symbols shall be thermo plastic.

The Contractor shall paint "cat track" striping for approval by the Engineer prior to opening newly paved areas for traffic. The Contractor shall furnish and install raised pavement markers and thermoplastic striping and markings no sooner than seven (7) days nor later than ten (10) days following restriping.

The Contractor shall furnish and install one (1) reflective BLUE raised marker on the new pavement for each existing fire hydrant. Its location shall match existing or as directed by the Engineer.

Newly installed thermo plastic traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until thoroughly dry.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for removal of stripes and markings, cat tracking, placement of raised pavement markers, thermoplastic traffic stripes and pavement markings consisting of legends and crosswalks, and curb paint, and traffic gate loops.

BID ITEM NO. (6) STREET SWEEPING SERVICES:

The Contractor shall provide street sweeping services thirty (30) calendar days after final completion of arterial and residential streets. Contractor shall furnish proper mechanical equipment to remove loose asphalt debris and skid/slurry residue from man-ways, gutters, and intersections, one day per week for a four (4) week period or thirty (30) calendar days, whichever gives four (4) consecutive weekly sweepings. All sweepings shall be completed one (1) day prior to city scheduled street sweepings.

CONSTRUCTION METHODS:

Construction of concrete improvements within the project site shall be as required by City of La Palma Standard requirements and SSPWC standards. Existing roadway and concrete improvements to be replaced shall be saw-cut and removed and excess dirt shall be removed and disposed.

MEASUREMENT AND PAYMENT:

Payment for these Bid Items shall be per applicable contract unit price per square foot and shall include full compensation for material, labor, tools, equipment for saw-cut, removal and disposal of removed material and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

Appendix “A”

Standard Plans

CITY OF LA PALMA

STANDARD PLANS

CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS:

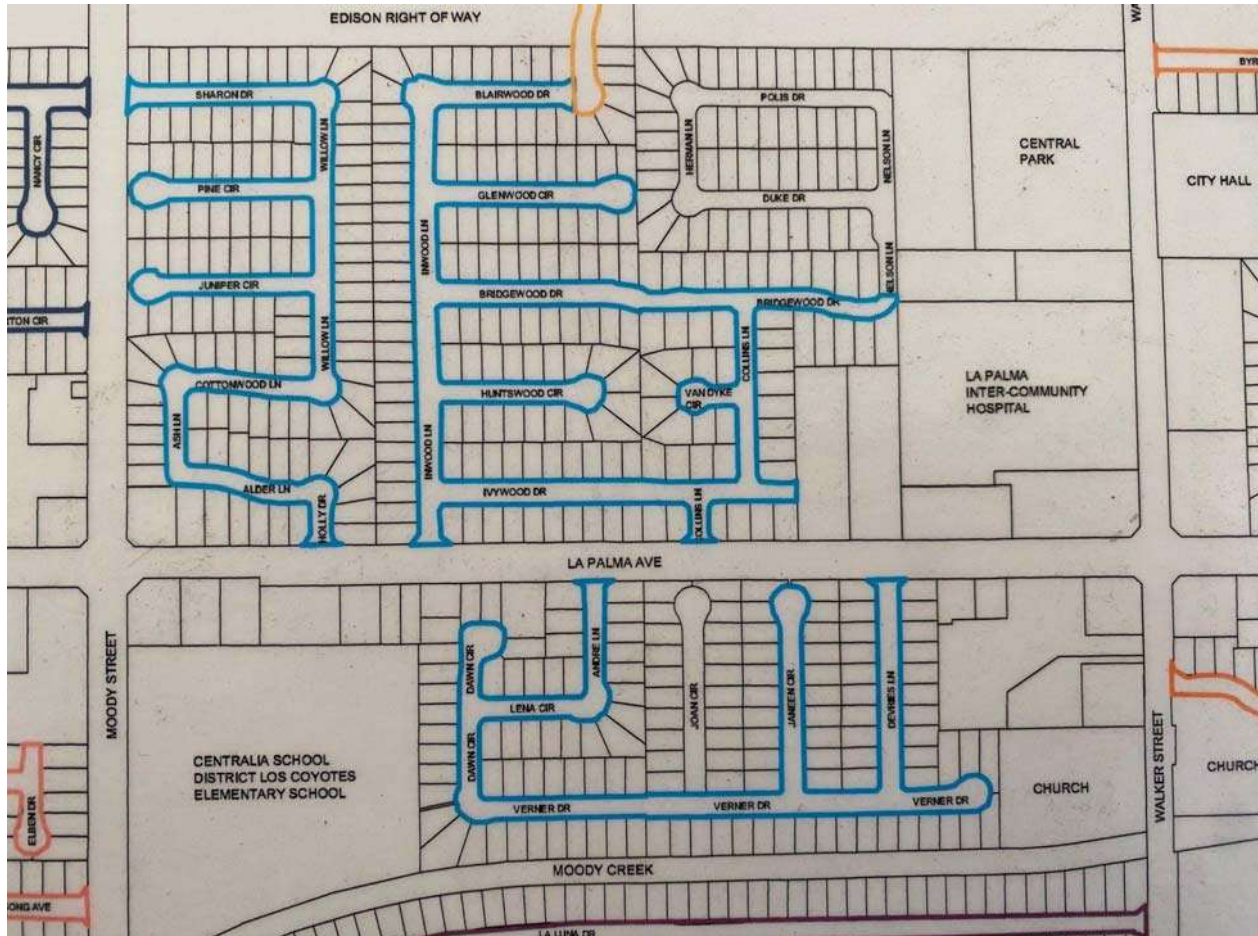
- STD PLAN A20A -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
- STD PLAN A20B -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
- STD PLAN A20C -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
- STD PLAN A20D -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS

CITY OF LA PALMA STANDARD PLANS:

STD PLAN 510	MANHOLE FRAME AND COVER
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Attachment "A"

RESIDENTIAL ZONE 7 VICINITY MAP



Zone 7 are "blue" colored streets

City of La Palma

Agenda Item No. 14



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ron Wilkerson, Police Chief
Ryan Hallett, Assistant City Manager

AGENDA TITLE: Accept Grant Funding from the California Highway Patrol (CHP)
Cannabis Tax Fund Grant Program

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Adopt a Resolution to accept a \$88,000 grant award from the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program; and
2. Authorize the City Manager or designee to sign grant-related documents.

BACKGROUND:

In February 2024, staff collaborated with the City's grant writing consultant to submit a grant application for \$88,000 from the California Highway Patrol's Cannabis Tax Fund Grant Program. This grant covered multiple areas, including law enforcement training, public education and prevention, and enforcement efforts.

SUMMARY:

The City has been awarded \$88,000 from the California Highway Patrol's Cannabis Tax Fund Grant Program. This funding will significantly bolster the Police Department's capacity to adopt a proactive stance on public safety. By supporting enhanced enforcement measures, public education efforts, and advanced officer training, the Police Department will make substantial progress towards creating safer roadways and reducing impaired driving incidents.

ANALYSIS:

This grant funding will enable the Police Department to shift from a reactive approach to a proactive strategy in mitigating impaired driving incidents and enhancing public awareness regarding the dangers associated with impaired driving.

Proactive Enforcement and Public Education:

1. Saturation Patrols:

- The funding will facilitate the implementation of saturation patrols, significantly increasing law enforcement presence and deterrence on the roads.
- This proactive measure aims to prevent impaired driving incidents before they occur, rather than responding post-incident.

2. Public Education:

- The use of message boards funded by the grant will serve as effective tools to educate the public about the risks of impaired driving.
- These educational efforts will target a broad audience, promoting voluntary compliance with traffic laws and fostering safer driving behaviors.

Advanced Training for Officers:

1. Enhanced Training Opportunities:

- The grant will provide resources for several officers to attend advanced training programs that were previously inaccessible.
- These training programs will equip officers with specialized knowledge and skills, enhancing their effectiveness in the field and their ability to address impaired driving more competently.

2. Resource Allocation:

- The funding will grant the Police Department access to essential resources currently unavailable, enabling officers to undertake initiatives aimed at improving road safety.
- By investing in officer training and public education, the department will be better positioned to ensure safer roads and reduce the incidence of impaired driving crashes.

FISCAL IMPACT:

The \$88,000 grant from the California Highway Patrol's Cannabis Tax Fund will support law enforcement training, public education, and enforcement efforts without requiring matching or leveraging of other funds. This funding allows the Police Department to implement saturation patrols, use message boards for public education, and provide advanced training for officers, thereby enhancing public safety and reducing impaired driving incidents, all without additional City funds.

ATTACHMENTS:

1. Letter of Intent
2. Resolution

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 6, 2024

File No.: 060.15426.17369

Ryan Hallett
La Palma Police Department
7822 Walker Street
La Palma, CA 90623

Dear Mr. Hallett:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the La Palma Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of \$88,000.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

A handwritten signature in blue ink that reads "K. M. Davis".

K. M. DAVIS, Chief
Enforcement and Planning Division



RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, STATE OF CALIFORNIA, APPROVING
ACCEPTANCE OF GRANT FUNDS AND THE EXECUTION
OF A GRANT AGREEMENT AND ANY AMENDMENTS
FROM THE FY 2024-25 STATE OF CALIFORNIA
DEPARTMENT OF HIGHWAY PATROL'S CANNABIS TAX
FUND GRANT PROGRAM**

WHEREAS, the State of California, Department of California Highway Patrol (CHP) has awarded grant funding from its Cannabis Tax Fund Grant Program for Fiscal Year 2024-25; and

WHEREAS, the CHP Cannabis Tax Grant Program has awarded grant funding in the amount of \$88,000 to the City of La Palma; and

WHEREAS, the City Council of the City of La Palma desires to accept the grant funds for education, prevention, and the enforcement of laws related to driving under the influence of alcohol and drugs, including cannabis; and

WHEREAS, the City Council finds and determines that acceptance of the grant funds could provide a benefit to the safety of the residents of the City of La Palma; and

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

SECTION 1. The City Council of the City of La Palma hereby approves the acceptance of the grant funds from the State of California, CHP Cannabis Tax Grant Program for Fiscal Year 2024-25 in the amount of \$88,000.

SECTION 2. The City Council of the City of La Palma authorizes the City Manager, or designee, to enter into, execute, and deliver the grant agreement and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

SECTION 4. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council of La Palma at a regular meeting on the 6th day of August, 2024.

Marshall Goodman
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 August, 2024, 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. 15



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Agreement for Financial Consulting Services

RECOMMENDED ACTION:

It is recommended that the City Council approve and authorize the City Manager to execute an agreement with Governmental Financial Services ("GFS") for financial consulting services.

BACKGROUND:

GFS has been providing financial services to La Palma for over twenty years. The company is owned by Michael Matsumoto and Julie Matsumoto, both Certified Public Accountants. Julie joined GFS in 2007 and has provided accounting and consulting services to several cities, including La Palma, since that time. GFS has been preparing the City's annual State Controller report and monthly bank reconciliations, as well as assisting with monthly and quarterly financial reporting and the year-end closing and annual audit. Much of the accounting work that GFS provides is ongoing and helps safeguard the City's fiscal resources by guaranteeing that proper accounting principles are adhered to, including ensuring adequate internal controls. In addition, GFS has been helpful with several projects, including calculating labor negotiation requests from the various employee groups, analyzing the proposal for the cell tower lease modification, and preparing the Last and Final ROPS.

SUMMARY:

The agreement with GFS would be effective August 8, 2024, through January 31, 2027. As in the past, GFS will assist with budget development, fiscal impact assessments, financial reporting, bank reconciliations, quarterly reports, year-end closing, and state financial submissions. Compensation includes an hourly rate of \$165 and fixed fees for certain reports, not exceeding \$190,000 annually.

ANALYSIS:

None.

FISCAL IMPACT:

The contract shall not exceed \$190,000 per year. Funding is already allocated for this purpose in the FY 2024-25 Budget and will be included into future budgets.

ATTACHMENTS:

1. Professional Services Agreement

**PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN CITY OF LA PALMA
AND GOVERNMENTAL FINANCIAL SERVICES FOR CONSULTING SERVICES RELATED
TO THE EFFECTIVENESS AND EFFICIENCY OF THE CITY'S FINANCIAL ACTIVITIES**

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("AGREEMENT") is made and entered into on August 8, 2024 ("Effective Date"), by the CITY of LA PALMA, a municipal corporation, (hereinafter referred to as "CITY") and Governmental Financial Services (hereinafter referred to as "CONTRACTOR"), with the principal place of business at 3972 Barranca Parkway, Suite J411, Irvine, CA 92606 with said CONTRACTOR's business license issued in Irvine, California. The CITY and the CONTRACTOR may each be referred to individually as a "PARTY" or collectively as the "PARTIES."

RECITALS

- A. **WHEREAS**, on July 5, 2022, the CITY entered into that certain Professional Consulting Services Agreement with the CONTRACTOR for consulting services related to the effectiveness and efficiency of the CITY's financial activities ("Original Agreement");
- B. **WHEREAS**, the Original Agreement terminated by its own terms on June 30, 2024;
- C. **WHEREAS**, the PARTIES hereby desire to enter into this AGREEMENT for Professional Consulting Services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the PARTIES agree as follows:

**ARTICLE 1
TERM AND EFFECTIVE DATE OF AGREEMENT**

1.0 All PARTIES agree the CITY is under no obligation to use the services of the CONTRACTOR during the term of this AGREEMENT. The CITY does not guarantee CONTRACTOR will work a certain number of hours or be offered a certain number of work projects.

1.1 The term of the AGREEMENT shall be from August 8, 2024, through January 31, 2027, unless cancelled by either party under Article 2.0 of this AGREEMENT.

**ARTICLE 2
RIGHT TO CANCEL**

2.0 Either PARTY may cancel this AGREEMENT with or without cause, by giving the other PARTY a thirty (30) day written notice. Upon cancellation, the CITY will pay the CONTRACTOR for services performed to the date of termination. The PARTIES acknowledge and agree that the right to cancel is a negotiated term of this AGREEMENT and not intended, in any way, to affect the status of CONTRACTOR as an independent CONTRACTOR.

ARTICLE 3 INDEPENDENT CONTRACTOR

3.0 The CONTRACTOR and the CITY agree that any and all members of the CONTRACTOR'S business are independent contractor(s) and no employee-employer, partnership, joint venture, or agency relationship exists between the CONTRACTOR and the CITY. The CONTRACTOR enters into this AGREEMENT and will remain throughout the term of the AGREEMENT as an independent contractor. The CONTRACTOR agrees that it, its partners, officers, employees, agents, and subcontractors, are not and will not become an employee, partner, agent or principal of the CITY while this AGREEMENT is in effect solely because of the existence of this AGREEMENT. The CONTRACTOR agrees that it, its partners, officers, employees, agents, and subcontractors, are not entitled to the rights and benefits of CITY employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit including benefits under California Public Employees' Retirement System. The CONTRACTOR is responsible for providing, at its own expense, disability or unemployment and other insurance, workers' compensation, training, permits and licenses for CONTRACTOR and for CONTRACTOR's employees and subcontractors.

ARTICLE 4 FINANCIAL CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE CITY'S FINANCIAL ACTIVITIES

4.0 SPECIFIC SERVICES – The CONTRACTOR agrees to provide a variety of finance and accounting services to the City Manager and senior management and to assist the CITY as indicated in the Scope of Services in Article 4.1.

4.1 SCOPE OF SERVICES – The CONTRACTOR agrees to provide the following services:

- (a) Assist staff with budget development of the annual budget.
- (b) Assist in assessing the fiscal impacts for agenda reports as requested.
- (c) Be available to provide guidance to CITY staff as requested.
- (d) Preparation of bank reconciliations.
- (e) Assist with preparation of quarterly financial and treasurer's reports.
- (f) When requested, will review journal entries and/or provide assistance with preparation of such; in no instance will our review be construed as approval of transactions as such approval is necessarily provided by responsible CITY staff.
- (g) Assist staff with the year-end closing and annual audit.
- (h) Prepare a reconciliation of the annual financial statements to the CITY's general ledger (after financial statement preparation by the auditors) and look over the financial statement notes for overall consistency with year-end closing schedules.
- (i) Assist in preparing a draft Management Discussion and Analysis (MD&A) for the annual financial statements (after financial statement preparation by the auditors). CITY staff will need to provide explanations and determine what are appropriate to include.
- (j) Prepare and electronically transmit the CITY's State Controller's Report of Financial Transactions (after completion of the annual financial statements by the auditors).
- (k) And other tasks as requested by the CITY and agreed to by the CONTRACTOR.

NO INVESTMENT ADVICE OR INVESTMENT SERVICES WILL BE PROVIDED BY THE CONTRACTOR. NO CITY DECISIONS OR POLICY DIRECTIONS WILL BE MADE BY THE CONTRACTOR. NO CITY APPROVALS WILL BE MADE BY THE CONTRACTOR.

4.2 STANDARD OF PERFORMANCE – The CONTRACTOR represents that each individual who the CONTRACTOR utilizes will be a Certified Public Accountant, licensed in the State of California and has the qualifications and skills necessary to perform the services under this AGREEMENT in a competent and professional manner, without the advice or direction of the CITY. That individuals providing services be licensed Certified Public Accountants is a requirement of this AGREEMENT.

4.3 CERTIFICATION OR REGISTRATION – The CONTRACTOR agrees that all individuals who provide services to the CITY will maintain certifications as a Certified Public Accountants. The CITY may request the CONTRACTOR to submit proof of the CONTRACTOR’s current certifications at any time during the term of the AGREEMENT.

4.4 EXPENSES AND TAXES – The CONTRACTOR agrees to pay all fees, fines, taxes, or other costs of doing business related to the CONTRACTOR’s services. The CITY will not withhold any taxes for the CONTRACTOR. If the Internal Revenue Service or any other Federal or State governmental agency should inquire about the CONTRACTOR’s status as an independent contractor, each PARTY agrees to inform the other party and allow the other PARTY to participate in any discussion or negotiation with the agency.

4.5 AVAILABILITY – The CONTRACTOR, at the CONTRACTOR’s sole discretion, will determine whether or not the CONTRACTOR is available to accept or willing to accept a CITY project.

4.6 NON-EXCLUSIVITY – The CONTRACTOR is not required to perform services exclusively for the CITY, and, subject to any applicable conflict of interest laws, rules, or procedures of the CITY, may perform services for any other person or entity, provided other services do not interfere with the services the CONTRACTOR has agreed to provide under this AGREEMENT.

4.7 TOOLS, MATERIALS AND EQUIPMENT – The CONTRACTOR agrees to supply all tools, materials and equipment required to perform the services under this AGREEMENT.

4.8 MEANS, DETAILS AND MANNER OF PERFORMANCE – The CONTRACTOR has complete and sole discretion for the manner in which the work under this AGREEMENT will be performed. The CONTRACTOR has complete and sole discretion regarding who will perform the services under this AGREEMENT.

ARTICLE 5 CONTRACTOR’S COORDINATORS

5.0 The CONTRACTOR’S assistants are not authorized to make changes to this AGREEMENT.

ARTICLE 6 PAYMENT FOR SERVICES

6.0 COMPENSATION – The CONTRACTOR shall provide the services described in this AGREEMENT and shall be compensated at an hourly rate of \$165 per hour, except for the State Controller’s Report of Financial Transactions, which is done at a fixed fee of \$3,300 for Fiscal Year 23/24, \$3,400 for Fiscal Year 24/25, and \$3,500 for Fiscal Year 25/26. The total compensation amount, including the hourly rate and fixed fees shall not exceed \$190,000 per year during the term of the AGREEMENT.

ARTICLE 7 SUBMISSION OF INVOICES

7.0 Unless otherwise stated, the CONTRACTOR shall submit invoices no later than thirty (30) days from the end of each month.

7.1 The CONTRACTOR shall submit written invoices.

7.2 The CONTRACTOR’s invoice must include the project descriptions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.0 WORK PRODUCT – The CONTRACTOR hereby agrees that all work products produced pursuant to this AGREEMENT, and provided to the CITY during and upon completion of this AGREEMENT, shall be the property of the CITY and ownership of said work product shall be retained by the CITY. The CONTRACTOR may retain copies and files used in the preparation of any work product; however, the CONTRACTOR shall not distribute the information to anyone unless directed by the CITY.

8.1 REPRESENTATIONS AND WARRANTIES – The CONTRACTOR represents and warrants the following statements are true:

- (a) NO GRATUITIES. The CONTRACTOR has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise,) to any CITY personnel to secure this AGREEMENT or to secure favorable treatment with respect to any determinations concerning the performance of this AGREEMENT.
- (b) NO CONFLICT OF INTEREST. The CONTRACTOR has no interest that would constitute a conflict of interest; both parties agree that the CONTRACTOR will not prepare a Statement of Economic Interests Form 700.
- (c) NO INTERFERENCE WITH OTHER AGREEMENTS. This AGREEMENT does not constitute a conflict of interest or default under any other CITY agreement.
- (d) COMPLIANCE WITH LAWS. The CONTRACTOR is in compliance with all laws, rules and regulations applicable to the CONTRACTOR’s business and the CONTRACTOR pays all its undisputed debts when they come due.

(f) **NON-DISCRIMINATION/NO HARASSMENT.** The CONTRACTOR does not unlawfully discriminate against any employee or applicant for employment because of age, ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition, national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation. The CONTRACTOR does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the CONTRACTOR may interact with in the performance of this AGREEMENT. The CONTRACTOR takes all reasonable steps to prevent harassment from occurring.

8.2 CHANGES IN WORK - All changes, additions, deletions, or modifications to the services provided under this AGREEMENT shall be written, and agreed upon by the CONTRACTOR, in writing.

8.3 LIMITATIONS OF LIABILITY – The CITY will not be liable to the CONTRACTOR for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this AGREEMENT, regardless if the CITY was advised of the possibility of such loss or damage. In no event will the CITY’s liability for direct damages arising from or related to this AGREEMENT, for any cause whatsoever, and regardless of the form of action, whether in contract or tort, exceed the amounts paid to the CONTRACTOR by the CITY under this AGREEMENT.

8.4 INDEMNIFICATION - The CONTRACTOR agrees to obtain insurance (see 8.5 below) by which to defend, indemnify, protect, and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them arising out of the CONTRACTOR’S negligence, wrongful act, or omission in performance of the services set forth in this AGREEMENT, only up to the amount of the insurance coverage set forth in paragraph 8.5 herein below.

8.5 INSURANCE COVERAGE – The CONTRACTOR shall obtain and maintain during the life of this AGREEMENT all of the following insurance coverage:

- (a) Automobile liability for owned, hired and non-owned vehicles utilized by the CONTRACTOR, its employees or subcontractors in the amount of \$100,000 per occurrence; and
- (b) The CONTRACTOR shall obtain and maintain during the life of this AGREEMENT Workers Compensation Insurance for its employees and subcontractors (if any).
- (c) Professional liability insurance in the amount of \$1,000,000.

The CITY understands that the CONTRACTOR's insurance will not permit the CITY to be a named additional insured party.

8.6 ASSIGNMENT - Neither PARTY may assign its rights or duties under this AGREEMENT. This AGREEMENT binds the PARTIES as well as their heirs, successors, and assignees.

8.7 CONFIDENTIAL INFORMATION; PUBLICITY - All information disclosed to the CONTRACTOR and all information gained while providing services under this AGREEMENT should be considered confidential. The CITY owns the confidential information and the CITY authorizes the CONTRACTOR to use it only for purposes of performing this AGREEMENT, unless the CITY notifies the CONTRACTOR, in writing, of any other use.

8.8 ENTIRE AGREEMENT - This AGREEMENT contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this AGREEMENT shall be effective only if in writing and signed by each PARTY. If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding. The PARTIES expressly agree that the July 2022 Agreement shall terminate and be of no further force or effect as of the Effective Date.

8.9. WAIVER - Waiver by any party hereto of any term, condition or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition or covenant hereof.

8.10 GOVERNING LAW - This AGREEMENT shall be interpreted and construed according to the laws of the State of California.

8.11 ATTORNEY'S FEES & COSTS - If litigation is reasonably required to enforce or interpret the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs.

8.12 NOTICES

All notices shall be personally delivered or mailed to the addresses listed below:

Governmental Financial Services
3972 Barranca Parkway, #J411
Irvine, CA 92606

City of La Palma
Attn: City Manager
7822 Walker Street
La Palma, CA 90623

8.13 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.

8.14 RECITALS. The recitals set forth above are incorporated by this reference as though fully set forth in this AGREEMENT.

The PARTIES hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF LA PALMA

By _____
Conal McNamara
City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

GOVERNMENTAL FINANCIAL SERVICES

DocuSigned by:
By Julie Matsumoto
Julie Matsumoto
Principal

City of La Palma

Agenda Item No. 16



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Jesse Amend, Captain

AGENDA TITLE: Renewal of Agreement with Motorola Solutions for GIS Managed Services.

RECOMMENDED ACTION:

It is recommended that the City Council authorize the City Manager to execute the five-year quote and purchase addendum with Motorola Solutions for continued GIS Managed Services and related mapping software upgrades.

BACKGROUND:

None.

SUMMARY:

The Police Department utilizes Motorola Solutions for use of their Computer Aided Dispatch & Records Management System (CAD/RMS) needs; as well as Motorola Solutions GIS (Geographic Information System) Managed Services for the maintenance of the Police Department's GIS infrastructure. Motorola's professionals are highly versed in CAD/RMS being that they are interacting with their own products, giving them a high level of expertise in the integration of ESRI GIS software with the CAD/RMS systems. This direct, all-service approach by Motorola has allowed the Police Department to improve efficiencies and expedite map updates.

There are few GIS professionals that understand the uniqueness of ESRI GIS software and the needed integration with our Motorola CAD/RMS systems. Motorola staffs their own in-house personnel to handle the ESRI GIS map updates for their client agencies, making them ideal for the La Palma Police Department. Because of Motorola's responsive all-service approach, Staff recommends a 5-year renewal agreement with Motorola GIS Managed Services. As part of this agreement, Motorola would facilitate migrating our current ESRI GIS software to the latest version, ESRI ArcGIS pro.

The attached quote and purchase addendum for GIS Managed Services and ArcGIS Pro Migration is valid for five years, with an approximate annual cost of \$16,000 and a total five-year cost of approximately \$79,400.

ANALYSIS:

None.

FISCAL IMPACT:

The FY 2024-25 Budget includes funding for the first-year payment of \$16,000 (001-270-6000). The annual payment for years two through five will be incorporated into future budgets.

ATTACHMENTS:

1. Quote and Purchase Addendum



Quote and Purchase Addendum

Quoted Date: April 11, 2024 Quote Number: 1378657
Quote Expiration: August 15, 2024 Prepared By: Tally Gochis

Services Include

- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert staff as needed to ensure a smooth upgrade transition.

Included in Quote

- **Custom GIS Managed Services – 5 Year Renewal**
- **ArcGIS Pro Migration**

Package Quote
\$15,869.06

*Sales Tax Not Included

Custom GIS Managed Services Years 2-5

- Years 2-5 is listed below for your planning purposes and is not included in the first year purchase amount.
- 2nd-year payment will begin 12 months from production implementation.

Year 2 Payment Total (Due 12 months after implementation)	\$15,869.06
Year 3 Payment Total (Due 24 months after implementation)	\$15,869.06
Year 4 Payment Total (Due 36 months after implementation)	\$15,869.06
Year 5 Payment Total (Due 48 months after implementation)	\$15,869.06
Total Years 2-5	\$63,476.24

5 Year Total: \$79,345.30

Payment Terms

- \$15,869.06 First year payment amount due net 30 upon receiving invoice after project completion
- Customer agrees to pay all invoices within thirty (30) business days of invoice date

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

La Palma Police Department

Customer Name

Authorized Signature

Date

Print Name and Title

Bill To Address

Ship To Address

Section 1

GIS Managed Services Custom Statement of Work

1.1 Overview

This Statement of Work (SOW) describes the activities to be completed by both Motorola Solutions, Inc. ("Motorola") and "Customer" in order to enable the delivery of the GIS managed services solution. The offer presented to Customer is for Custom GIS Managed Services. Custom GIS Managed Services provides geodata management and geoprocessing of Customer provided input data. Geodata management is a collection of activities including organizing and editing GIS spatial and or attribute data (location and attributes of features, including their shapes and representation) to maintain current and accurate location information. Geoprocessing performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

This GIS Managed Services solution does not include the creation or maintenance of data into the NENA NG911 schema and any NG911 work is out of the scope of this contract. Service delivery is limited to that presented in this Statement of Work. While Motorola is responsible for executing data updates in accordance with direct Customer requests, Motorola is not responsible for data errors stemming from the Customers source data. Requests for service outside of this Statement of Work will be considered by Motorola in accordance with Motorola's contract change process. The duration of the service is in accordance with the Term noted in the Agreement and commences on the Effective date.

GIS Managed Services Custom provides a quarterly service delivery cadence, as noted on the quote page.

Data Types and Frequency Table

The Data Types and Frequency Table presents the layer types and update cadence provided by Motorola that will be processed as described in this SOW.

Layer classifications defined as:

- External – layers that are supplied to Motorola that are used for processing/publishing or visual map display.
- Agency – layers that are either managed by Motorola on behalf of the Customer or hosted by Motorola for the Customer to manage.
- Routing – layer(s) that is used specifically for quickest routing and managed by either Motorola on behalf of the Customer or by the customer as an external source.

	Defined Layers	Updated Frequency
External Layer(s)	None	N/A
Agency Layer(s)	Limited to zones/beats polygons, address points, street centerlines, common place points, points of interest, and city polygon	Quarterly
Routing Layer(s)	None	N/A

1.1.1 Service Delivery Environment

Customer will provide the following environment required to support the delivery of the service:

- Dedicated GIS server with unattended access by Motorola exclusively used to support the Flex solution that meets or exceeds current Esri ArcGIS Server system requirements.
- Installation of Flex full client on GIS Server.
- ArcGIS Desktop/Pro Basic license. Customer will supply authorization files to Motorola Solutions.
 - If Customer is unable to provide authorization numbers, Customer will work directly with an Esri account representative to acquire license authorization numbers.
 - If the Flex Quickest Route module is purchased, an Esri ArcGIS Desktop/Pro Network Analyst Extension license will be provided by the Customer.
 - Customer is responsible for staying current with Esri ArcGIS Desktop/Pro + Extensions annual software maintenance.
- A local user account with local administrator permissions on GIS Server.
- Request necessary patches required to support the GIS Managed Service delivery.

Motorola will provide to the following environment items required to deliver the service:

- A practice database refresh if not previously completed within three months of the term Effective date.
- Validate Flex patching levels are current for the applicable products. If patches are required, patches may be obtained by the Customer via the Flex patching process using the Flex Patch Request form.
- Validate Esri software version(s) and authorizations inclusive of ArcGIS Server, ArcGIS Desktop/Pro and Network Analyst Extension license (for use with Flex Quickest Route module) on the GIS Server.
- Remote Access appliance (example: Bomgar) installation file used for unattended remote access.
- An ArcGIS Enterprise account used by Customer to maintain identified agency layers via the Motorola provided local data web application.

Customer acknowledges that change in the access method will cause Motorola delays or inability to complete delivery of service. In such instances service delivery will resume at such time that remote access is restored. Delays resulting from a change in access method will not result in a change in the service term.

Service Interruption Disclaimer: In the event of an interruption of access to the Local Data WebApp, Motorola will work with Customer to accommodate the delivery of an impacted regularly scheduled managed service update and or an immediate need for GIS data transfer.

1.1.2 GIS Managed Services Welcome Call

The objective of the GIS Managed Services Welcome Call is to review the processes and procedures involved in delivering the service, the delivery cadence and engagement process and the scope of the service.

Motorola Responsibilities

- Initiate the welcome teleconference.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review unattended GIS data access method to the GIS Server with the Customer.
- Review the Service Delivery Environment requirements.
- Review Motorola and Customer responsibilities, expectations, scope and terms of the service.
- Review existing visual maps.
- Discuss Customers access to and knowledge of the Motorola provided local data web application.
- Discuss and agree upon recurring dates that Motorola will deliver GIS updates. Delivery date could be plus or minus five business days from the agreed upon date.
- Request and receive the most up to date copy of existing GIS Data (as determined by Motorola) in an Esri supported format.

Customer Responsibilities

- Acknowledge the need for Customer data edit requests to be clearly defined, communicated and delivered to Motorola in accordance with the agreed upon schedule.
- Name a GIS knowledgeable person who will serve as the single point of contact and be responsible for communication of data edits and clarification of data edit requests.
- Acknowledge the unattended GIS data access method to the GIS Server.
- Confirm network access of GIS Server for use by the Flex system.
- Review the layers included in the updates noted in the Data Types and Frequency Table.
- Provide the recurring dates that Motorola will deliver the GIS updates.
- Provide requested GIS data within ten business days of the conclusion of the GIS Services Welcome Call.

■ 1.1.3 Data Update and Publishing

GIS layers include location verification, zone, and routing data represented in point, line, and polygon feature classes. GIS data and map updates are completed with the update frequency presented in the Data Type and Frequency table.

For each update, the ArcGIS Server services used by the Flex system will be refreshed with the updated data and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Request and process external GIS data updates from the Customer's source GIS data contact. Models used for processing updates shall be updated if the source schema changes. Publish data updates represented in the location validation and locator services to Customers location validation environment.
- Acknowledge receipt of request and understanding of the specifics of the requested change within 3 business days of receipt.
- Process agency GIS data updates from Motorola-provided local data web application.
- Process agency GIS data retained in Motorola data repository that is not available in Motorola-provided local data web application.
- Motorola will rebuild and republish the network dataset for routing service.
- Update and publish Esri map service(s) to support Flex Mapping.
- Perform symbology and labeling updates to map services as requested by Customer and published per the update frequency.
- Create mobile map packages (MMPK) for offline use of the Flex Mobile Map. All associated locators and, if present, network dataset will be included in MMPK package.
- Update Customers practice database and transmit email correspondence to Customer confirming delivery of an update.
- Prior to updating Customers live database, email Customer informing them of the time the live database will be switched to the updated services.
- Email Customer upon completion of live database and map services updates confirming completion of the delivery cadence.

Customer Responsibilities

- Provide Motorola with consistent GIS data upon request at least 5 business days before the scheduled update.
- Use Motorola-provided local data web application to update agency GIS data layers.
- Provide Motorola with clear and specific agency data layer update changes that are not available in Motorola provided local data web application.
- Within 3 business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.
- Distribute MMPK's to Customer devices that have Flex Mobile Map installed.

if Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

■ 1.1.4 Annual Address Maintenance

Motorola will execute address maintenance on an annual basis to keep historic addresses in sync with the current GIS data. The maintenance is facilitated by a batch utility in the Administration Manager of the Flex client.

The system may experience some level of system slowness while the annual batch utility is running. The duration of time to complete the batch utility run is dependent upon data volume, system activity and user activity. It is highly recommended that the Customer coordinate its execution at a mutually agreeable time with the Motorola GIS resource.

Motorola Responsibilities

- Coordinate with Customer on the execution of the address maintenance utility.
- Execute address maintenance to keep GIS data and historic data in sync.

Customer Responsibilities

- Coordinate with Motorola on the execution of the address maintenance utility.
- Correct identified erroneous address maintenance errors.

■ 1.1.5 Aerial Imagery

The Motorola Flex product possesses the capability of including orthophotographic imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service.

Motorola is not responsible for acquiring, processing, ortho-correcting or distributing the imagery or the data contained therein. It is the sole responsibility of the Customer to maintain this data and to work with the air photo vendor to make any changes or corrections. Customers may obtain Esri guidance on map service uses and functionality on the Esri website (Go to <https://enterprise.arcgis.com>, search ArcGIS Server, go to current release version and reference “What is a map service?” for service explanation and publishing guidance).

Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If Customer chooses to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by Customer*. Motorola does not provide for deployment or support assistance of map services using tile caching including imagery, customer may provide Motorola the map service URL and Motorola will add the URL in the Flex mapping configuration page.

*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. License(s) for ArcGIS applications are the sole responsibility of the Customer. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola and Esri licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

■ 1.1.6 Esri and Flex GIS Service Environment Updates

Maintaining the Esri and Flex GIS Service environment is a collaborative set of tasks to be fulfilled by each party.

In the event an Esri version update to ArcGIS Server is required for ongoing support of the Flex system, Motorola will perform the update and authorization of ArcGIS Server OEM.

Motorola will update Flex SOE and Flex address locators as needed to support the Flex solution.

The Customer will update the Esri ArcGIS Desktop/Pro software as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Desktop/Pro software, the Customer will provide the Esri authorization information to Motorola. Motorola will perform and authorize the update.

The Customer will update the Esri ArcGIS Server software (if not purchased through Motorola) as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Server software, the Customer will provide the Esri authorization information and installation media to Motorola. Motorola will perform and authorize the update. Motorola will only update and authorize installations of the ArcGIS Server stand-alone application. Motorola will not update or authorize ArcGIS Enterprise or any of its modules beyond the ArcGIS server module.

Section 2

GIS Managed Services ArcGIS Pro Migration For FLEX

Statement of Work

2.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) services as presented in this offer to the Customer (hereinafter referred to as "Customer"). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's ArcGIS Pro migration services are limited to migrating the Customers existing Esri ArcGIS Desktop environment to Esri's ArcGIS Pro environment to support the continued use of Customers existing GIS data in the Motorola system. The services are limited to those contained in this SOW and exclude procurement, installation, initiation and or configuration of any additional hardware, software or service.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

2.2 Required Resources

In order to enable a successful migration from ArcGIS Desktop to ArcGIS Pro, both Motorola and the Customer will assign sufficiently skilled resources to fulfill the responsibilities outlined in this Statement of Work.

Motorola GIS Analyst

The Motorola GIS Analyst specializes in geographical information technology and possesses expert level experience with ESRI toolsets. The Motorola GIS Analyst fulfills the Motorola responsibilities outlined in this SOW and provides the following:

- Customer guidance with adherence to GIS data requirements of the Motorola GIS system.
- Consult on the conversion of Customer GIS source data for Motorola use.

Key Dispatch Resource

The key dispatch resource plays an integral part in testing the migrated GIS system and is the conduit between the GIS Administrator and dispatchers. Active participation in testing is critical to the successful completion of the ArcGIS Pro migration activities.

2.3 Completion Criteria

Motorola Services are considered complete upon Motorola performing the last task listed in a series of responsibilities. Customer task completion will occur per a mutually agreed upon schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer.

2.4 Migration Services

2.4.1 Planning Session

A clear understanding of the expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect required for a successful migration to ArcGIS Pro. A Planning teleconference will be scheduled after the Agreement has been executed to review the scope and involvements in completing the migration. Timely interaction is critical to the successful completion of the migration. The agenda will include the following:

- Review project delivery requirements as described in this SOW.
- A review of the hardware and software prerequisites.
- Discuss Customer involvement in data gathering, data clean up and provisioning to confirm understanding of the scope and required time commitments.
- Discuss Motorola remote access requirements (access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of upgrade activities).

Motorola Responsibilities

- Schedule the remote Planning Session.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review the Flex patching level.
- Provide Customer a link to the Flex Hardware and System Requirements documents contained in the Motorola Solutions Learning Site (LXP).
- Review the GIS data requirements.
- Review GIS layers used in existing purchased Flex modules.
- Review Motorola's delivery approach, schedule, and its reliance on Customer-provided remote access.
- Schedule migration check session.

Customer Responsibilities

- Update and/or confirm Flex patching is at or above patch level 2023.3.
- Provide confirmation that the Practice environment Database is functioning and accessible.
- Verify the Customer provided Windows GIS server is running an ArcGIS Server version that supports the ArcGIS Pro environment as per the most current Flex Hardware and System requirements found in Motorola LXP.
- Provide an ArcGIS Pro license that coordinates with the ArcGIS Server version that is present on the Windows server dedicated for use as the Flex GIS server.
- If an SSL certificate is a configured component of the Customer's GIS Server verify certificate is configured for use with ArcGIS Server.
- Review current system, module requirements and GIS Data Requirements documents located in Motorola LXP.

- Provide the current ArcGIS Desktop based folder and data structure to Motorola.

2.4.2 Migration Build

Over a mutually agreed upon period of time Motorola will develop a functional dataset to be delivered to the Customer in the format necessary for the ArcGIS Pro migration.

Motorola Responsibilities

- Build the ArcGIS Pro folder and data structure that will be delivered to the Customer during the Conversion Execution activities.
- Upon completion of the Migration Build, deliver the dataset to the Customer and load the delivered dataset on the Flex GIS Server.

Customer Responsibilities

- Perform data clean up, as may be required to ensure data conforms to Flex GIS Data requirements.

2.5 Conversion Processing

Conversion processing consists of two primary activities: building the migration dataset and setting up the dataset on the Flex GIS Server.

2.5.1 Conversion Execution

Motorola will complete the conversion via remote access to the Flex GIS server. After the conversion work activities have been completed, the practice database will be linked to the new ArcGIS Pro published services.

Motorola Responsibilities

- Build the migration dataset.
- Upon completion of the migration build, deliver the migration build dataset.
- The following items will be completed:
 - Provide FlexEnterpriseSOE.soe, FlexProToolboxTools scripts, and locator build requirements.
 - Execute each of the following on the Customers GIS environment:
 - Import Customers GIS data into the migrated file structure to create a staging area on the Customer Practice environment.
 - Model setup and Flex toolset
 - Create ArcGIS Pro supported files to support contracted Flex modules.
 - Update map configuration in the Administration Manager (adminutil) on the Flex system.
- Test address validation within the Flex client to confirm that GeoValidation is functioning.
- Test visual map display and routing capability if Mapping modules and or quickest route are components of Customers system.

2.5.2 Validation Burn in Period

The validation burn in period provides the Customer an opportunity to exercise the migrated GIS system prior to commencing production use. The validation burn in period starts upon conclusion of the migration execution for the practice environment and extends for ten business days.

Motorola Responsibilities

- Provide remote assistance in support of Customer testing activities of contracted Flex modules within the Practice database.
- Assist Customer in determining GIS data issues affecting expected outcomes.
- Respond to Customer reported anomalies manifesting in the Flex software.

Customer Responsibilities

- Exercise testing of the contracted Flex modules in the Practice environment, validating Customer generated use cases.
- Use the Motorola resource to triage anomalies so as to identify GIS data issues versus Flex application issues.
- Correct any identified GIS data issues.
- Upon conclusion of the validation burn in period, place a freeze on the Practice database in preparation for activation in production.
- Coordinate a day and time for Motorola to apply migrated services to the production environment.

2.5.3 Migration Build to Production

Applying migrated services to the Production environment completes the upgrade process. Motorola and Customer will agree upon the day and time to apply the migrated services to the production environment. Both parties will participate via a teleconference in order to respond to any negative impacts that may arise in the production environment.

Motorola Responsibilities

- Establish a teleconference prior to initiating the implementation of migrated services in the Production environment.
- Apply migrated services to the production environment.
- Verify functionality of the contracted Flex modules within the Flex client to confirm that they are operational in the Production environment.

Customer Responsibilities

- Ensure availability of the Key Dispatch and SAA representatives.
- Provide Motorola written documentation of any anomalies in the production environment, directly attributed to the ArcGIS Pro migration, within five calendar days of commencing use in the Production environment.
- If not included in the current GIS Managed Services service agreement, perform routine Address Maintenance to ensure database location integrity.

City of La Palma

Agenda Item No. 17



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Jesse Amend, Captain

AGENDA TITLE: Replacement of Public Safety Audio Log Recorder/Server

RECOMMENDED ACTION:

It is recommended that the City Council approve and authorize the City Manager to execute an agreement with AT&T for the replacement and maintenance of the Police Department's Public Safety Audio Log Recorder/Server.

BACKGROUND:

None.

SUMMARY:

The Police Department currently utilizes a Public Safety Audio Log server that was installed by and is maintained by AT&T. The server records the police department's radio traffic and inbound 911 calls at the dispatch center. The recordings are time-stamped and the system has retrieval functions that allow authorized personnel to quickly locate and replay specific recordings. This is done for a variety of reasons, such as incident documentation, liability protection, and transparency. The recordings are often used as evidence in criminal and civil cases. The current server was installed in 2015, and staff was told by AT&T that the recommended time for replacement of this type of server is approximately 5 years. Due to the age of the server, there is concern it may malfunction, which could result in loss of data.

AT&T is the primary telecommunications provider for the City of La Palma, and they specifically maintain all regular phone lines and 911 lines connected with the police department; these same lines are interwoven with the Audio Log Server. Due to the intricacy AT&T has with the Audio Log Server, coupled with AT&T being reliable and responsive to all our emergency telecommunications needs, staff recommends the continued use of AT&T as the service provider for the Public Safety Audio Log server. If approved, AT&T would be responsible for the removal of the old server and installation of the new replacement server, including migration of existing recordings from the old server to the new one/ AT&T would also provide five years of support with the installation of the new server.

ANALYSIS:

None.

FISCAL IMPACT:

The FY 2024-25 Budget includes \$50,000 for the Audio Log Recorder/Server replacement in the IT Fund (064-650-8030-00000).

ATTACHMENTS:

1. Public Safety Audio Log Recorder/Server Quote



Date: May 9, 2024
Rev: 3

Prepared For:
La Palma PD

Account Exec: Jeff Reeve
Phone: (714) 237-1269
E-Mail: jeff.reeve@att.com

Lead Sr. Engineer: Shelby Lewis
Phone: (951) 312-3416
E-Mail: sl2387@att.com

Attachment 1

La Palma PD Verint Recorder

Qty.		Description	Unit Price	U/M	Total
		Verint 15.2 - 16-Channel Analog Server (Positions, Radio, Trunks, Ani/Ali Integration - 2-wire analog feeds), 4TB NAS			
1		Custom server, OS, HW, DB, or other component	\$17,053.00	EA	\$17,053.00
2		(PCI-e) LD Card - 8 analog port card	\$1,153.00	EA	\$2,306.00
16		Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat) to Verint Public Safety Call Recording (Channel-based) 18805	\$133.00	EA	\$2,128.00
1		Upgrade from AL5.x - Verint Recording Public Safety Integration Package	\$642.00	EA	\$642.00
5		Public Safety Annual Maintenance (Software only)	\$333.00	EA	\$1,665.00
1		System disaster recovery kit forSVR6KH1-CON-L0 and SVR6KH2-CON-L0): 2 model-matched spare SSD drives, 1 SATA 1TB HDD in ext. USB for offline backup, and Casper Server edition, configured and installed	\$3,034.00	EA	\$3,034.00
1		Rackmount 4TB NAS, 1U w/ 4x2TB (RAID 5 + Hot Spare)	\$2,173.00	EA	\$2,173.00
4		Agent Tracking and or Screen Recording (per 911 position)	\$96.00	EA	\$384.00
1		Custom additional services - Audiolog Migration	\$1,602.00	EA	\$1,602.00
4		Additional Years Goserco Audiolog Tier 2, Remote Support Only, (Verint Warrantees Parts Year 1, AT&T Warrantees Parts Ongoing Years)	\$2,044.00	EA	\$8,176.00
		CA Sales Tax (Orange County) Est.	8.75%		\$3,426.76
Subtotal					\$42,589.76

Professional Services

Qty.	Part No.	Description	Unit Price	U/M	Total
1		Labor / Installation	\$6,868.00	EA	\$6,868.00
Professional Services Subtotal					\$6,868.00

Quote Summary

PRODUCT	TOTAL
Verint 15.2 - 16-Channel Analog Server	\$42,589.76
Professional Services	\$6,868.00
TOTAL QUOTE	\$49,457.76
GRAND TOTAL	\$49,457.76

Notes: Price valid for 120 days. Includes 5 years of support.

City of La Palma

Agenda Item No. 18



MEETING DATE: August 6, 2024

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 Council's Regular Meeting Schedule for November 2024.

BACKGROUND:

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. 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. Since that time, the City Council has authorized the rescheduling of several City Council meetings by Resolution.

SUMMARY:

The City Council adopted Resolution 2024-15 on June 4, 2024, resulting in the cancelation of the July City Council meeting and modifying the November and December City Council Meeting schedule. Council Members Baker and Patel have requested to reverse the November meeting back to its regularly scheduled meeting date on the first Tuesday of the month - November 5, 2024. This request requires the City Council to adopt a Resolution to reschedule the November City Council meeting from November 12, 2024, as approved by Resolution 2024-15, to Tuesday, November 5, 2024, on Election Day.

ANALYSIS:

None.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. City Council Resolution 2024-15
2. Proposed Resolution Changing the November 2024 City Council Meeting Date

RESOLUTION NO. 2024-15**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,
NOVEMBER, AND DECEMBER, 2024**

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

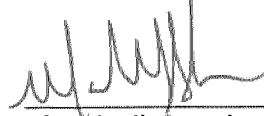
WHEREAS, the July, 2024, regular meeting date as calendared will need to be cancelled due to the lack of Agenda items; and

WHEREAS, the November, regular meeting date as calendared is in direct conflict with the date for the 2024 General Election and will need to be rescheduled to November 12, 2024; and

WHEREAS, the December, 2024, regular meeting date as calendared will need to be rescheduled to December 10, 2024, due to the General Election certification requirements by the Orange County Registrar of Voters.

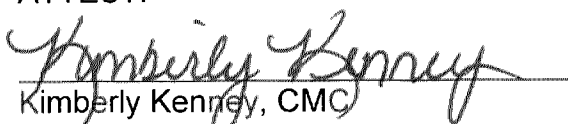
NOW, THEREFORE, the City Council of the City of La Palma does hereby adopt a Resolution cancelling the July City Council meeting date and changing the November and December City Council meeting dates to November 12, 2024, and December 10, 2024, as permitted by Ordinance 2020-02.

APPROVED AND ADOPTED by the City Council of La Palma at a regular meeting on the 4th day of June, 2024.



Marshall Goodman
Mayor

ATTEST:

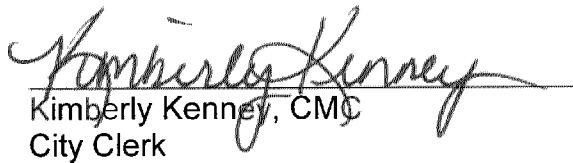

Kimberly Kenney, CMC
City Clerk

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 4th day of June 2024, and that it was so adopted by called vote as follows:

AYES: Baker, Conklin, Goodman, Patel, and Waldman

NOES: None


Kimberly Kenney, CMC
City Clerk

RESOLUTION NO. 2024-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, CALIFORNIA AMENDING THE DATE OF CITY
COUNCIL MEETING FOR THE MONTH OF NOVEMBER,
2024**

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 City Council adopted Resolution 2024-15 at the June 4, 2024, Regular Meeting that cancelled the July meeting and rescheduled the November and December meetings to November 12, and December 10, 2024, respectively; and

WHEREAS, the City Council wishes to reschedule that November Regular Meeting date back to the first Tuesday in November, on the date of the 2024 General Election – November 5, 2024; and

NOW, THEREFORE, the City Council of the City of La Palma does hereby adopt a Resolution rescheduling the November City Council meeting date to November 5, 2024, 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 August, 2024.

Marshall Goodman
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 August 2024, 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. 19



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

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

RECOMMENDED ACTION:

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

1. Open the Public Hearing
2. Receive Staff Report
3. City Council Member Comments and Questions
4. Receive Public Input
5. Close the Public Hearing
6. Adopt a Resolution of the City Council Approving Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01
7. Adopt a Resolution to enter into a Lease Agreement between the City of La Palma and New Cingular Wireless PCS, LLC for the lease of a portion of City-owned property located at 8415 Meadowlark Lane

BACKGROUND:

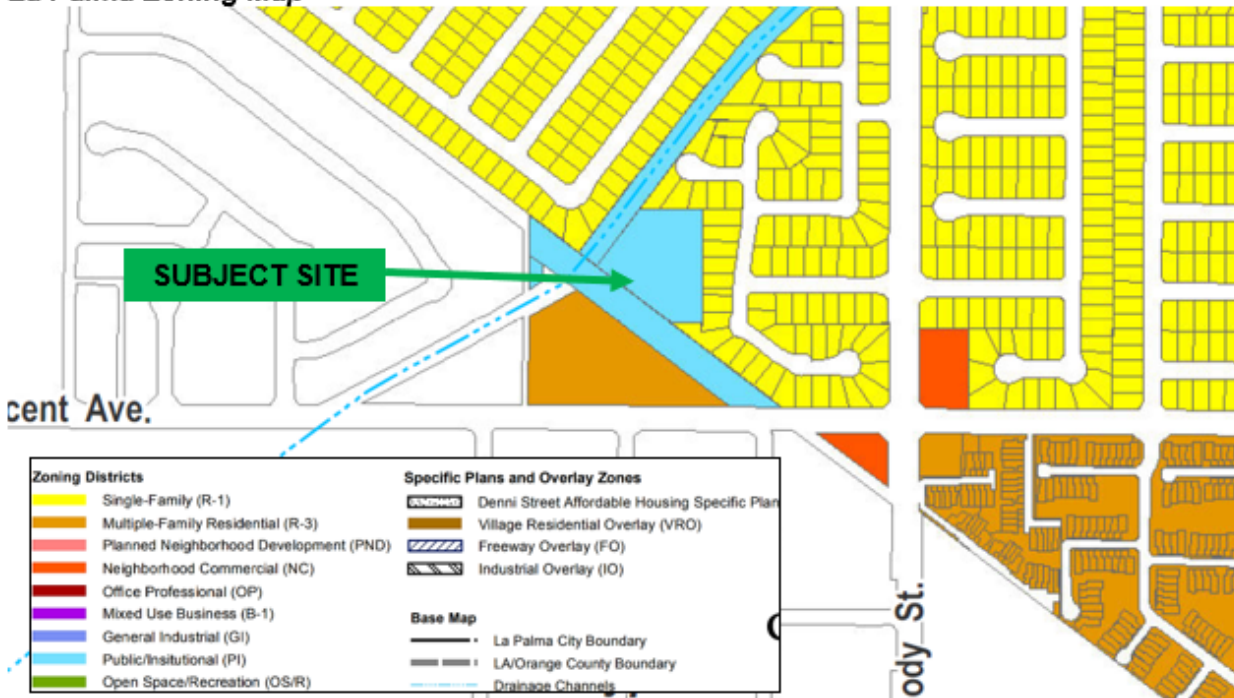
The subject site is identified on the City's Land Use and Zoning Map with the designation of Public/Institutional (PI) Zoning District, which is intended for public utilities and facilities. The property is a flag lot with access gained from a driveway along the west side of Meadowlark Lane at the intersection of Malaga Drive. Currently, the site is occupied by the City of La Palma Public Works Maintenance Yard, which consists of various buildings, offices, and the City's south water well. The property is bounded by residential homes to the north and east,

Moody Creek to the west, and the Dairyland Storm Channel and Orange County Transportation Authority easement to the former Pacific Electric Red Car Trolley to the south.

The surrounding zoning and land uses are as follows:

North: Single-Family Residential (R-1)
South: Public/Institutional (PI)
East: Single-Family Residential (R-1)
West: Public/Institutional (PI)

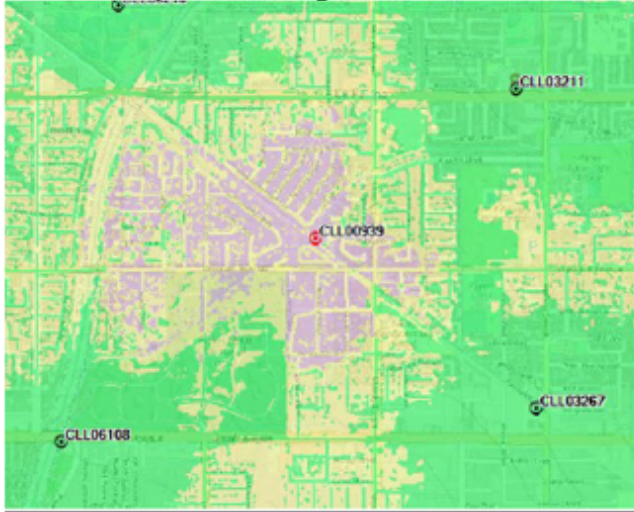
La Palma Zoning Map



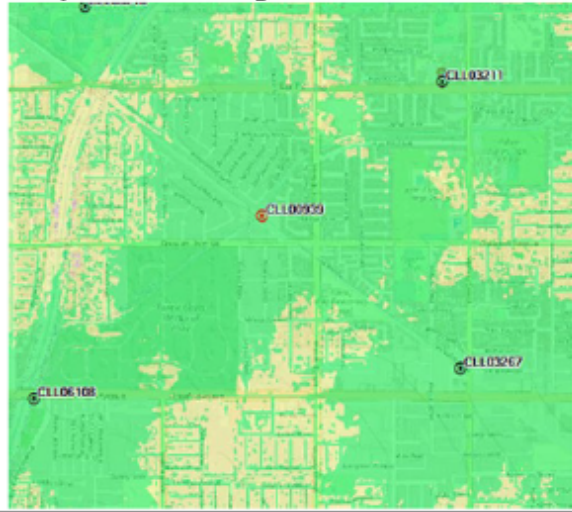
AT&T is seeking installation of a cell site within a specified area and identified the need to close a significant gap in coverage in the vicinity of Crescent Avenue, Moody Street, and La Palma Avenue. A site analysis of gap in coverage was evaluated relative to alternative sites. The area consists of predominantly residential homes within the City of La Palma. The applicant exhausted potential sites at commercial and institutional properties in La Palma and Cypress which were found to be non-viable.

The following images show radio-signal propagation maps:

Current Gap in Coverage:



Proposed Coverage:



On June 10, 2024, the Development and Circulation Committee adopted, with a 4-3 vote, Resolution 2024-02 recommending that the City Council approve Precise Plan 287 and Variance 2022-01. Three members of the public spoke gave verbal testimony expressing questions and concerns regarding the proposed project.

SUMMARY:

SmartLink Group on behalf of AT&T Mobility requests approval of a 75' freestanding wireless communications tower (monopine) and associated equipment at 8415 Meadowlark Lane (APNs: 263-233-01, -07). The proposed scope of work requires City Council approval of a Precise Plan, Conditional Use Permit, Variance, and a Lease Agreement. AT&T proposes to build an unmanned wireless telecommunications facility consisting of a three (3) sector array with five (5) panel antennas per sector that is disguised within branches of a 75' tall faux pine tree, designed to blend in with and complement the surrounding vicinity. All associated equipment will be located within an enclosed area. The proposed facility will be a state-of-the-art stealth structure that will improve communication services for the residents and visitors in La Palma, and the proposed Lease Agreement regarding the land lease on City-owned property will provide additional revenues to the City.

ANALYSIS:

La Palma Municipal Code (LPMC) Section 44-392 defines "communication facilities" as a public or private structure that supports antennas and other related equipment (e.g. ground cabinets and structures) that send and/or receives radio frequency signals.

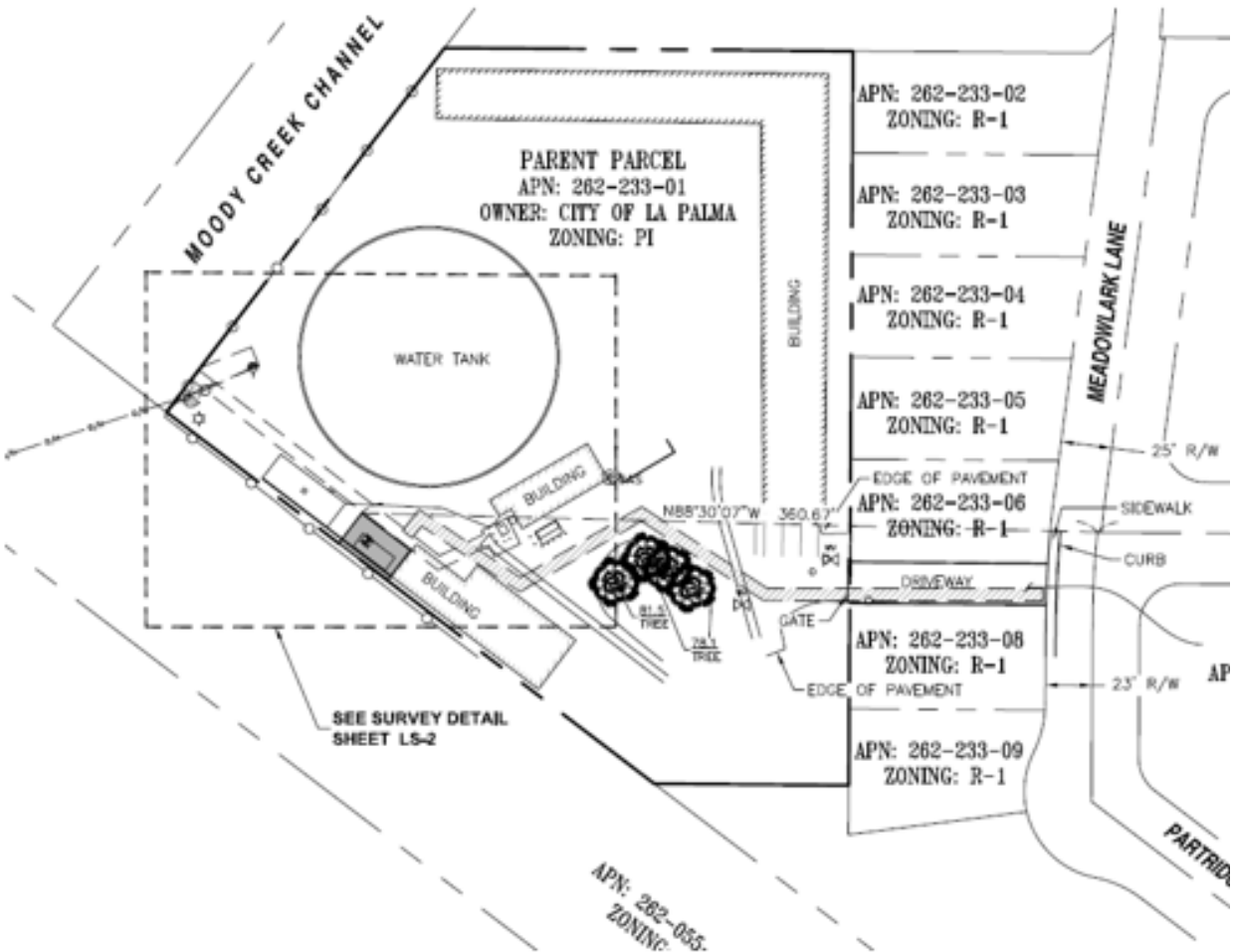
The primary use of the property as government offices, water tank, and pump station will remain as the City's maintenance yard. Therefore, the proposed communication tower and equipment is considered an accessory use and structure to the primary use. Pursuant to LPMC Section 44-139, the communication tower use in the PI Zoning District is subject to City Council approval of a Conditional Use Permit. A draft Lease Agreement has been

negotiated between AT&T and the City of La Palma regarding the lease area, which is also subject to City Council approval. The City's north water well property at 6800 Walker Street, also located in the PI Zoning District, maintains an existing freestanding communications tower.

The proposed wireless communication tower is a freestanding structure that is considered a "monopine" in that the structure consists of a single pole that is camouflaged to resemble a pine tree and blend into the surrounding landscape. Originally, the applicant considered the location of the monopine in the center landscape island upon entry into the yard. Public Works staff stated that the original location would have been problematic for City operations and potential improvements at the yard. City staff noted that the revised location along the south property line requires demolition of an existing storage shed but has the least impact to existing driveway access, structures, and Public Works' maintenance operations. Furthermore, the tower is sited approximately 140' from the nearest residential property across the Dairyland Storm Channel/OCTA right-of-way at Embassy Circle, 200' from residential homes across Moody Creek on Suffield Street, and 240' from residential properties immediately adjacent to the City Yard driveway on Meadowlark Lane.

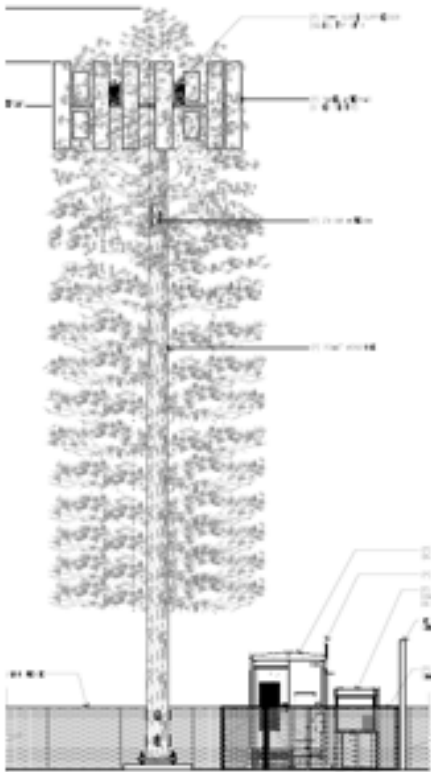
Pursuant to LPMC Section 44-141, a freestanding communication tower in the PI Zoning District is required to maintain a minimum perimeter 20' building setback and 10' landscaping setback. While the monopine encroaches into the 20' building setback, the intent for the structure to be disguised as landscaping meets the intent of the Code to provide perimeter landscaping adjacent to other existing Public/Institutional uses. The faux pine branches at its widest diameter are proposed up to the south property line.

Site Plan



Initially, the monopine was proposed at 70' by the applicant. However, the PI Zoning District allows for a maximum height of 75' and City staff recommended that the applicant extend the height by 5' for a more natural, conical appearance rather than cut off at the top of the antennas. Surrounding trees on the property and in the immediate vicinity consists of several rows of Junipers, King palms, and Eucalyptus. At present, there is no landscaping along the southwest perimeter of the property.

Initial Design of 70' Monopine:



Revised Design of 75' Mo

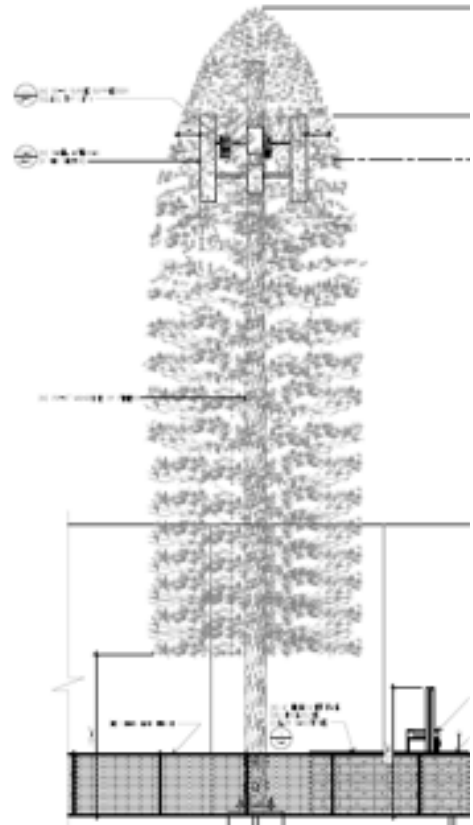


Photo Simulation View from Crescent Avenue

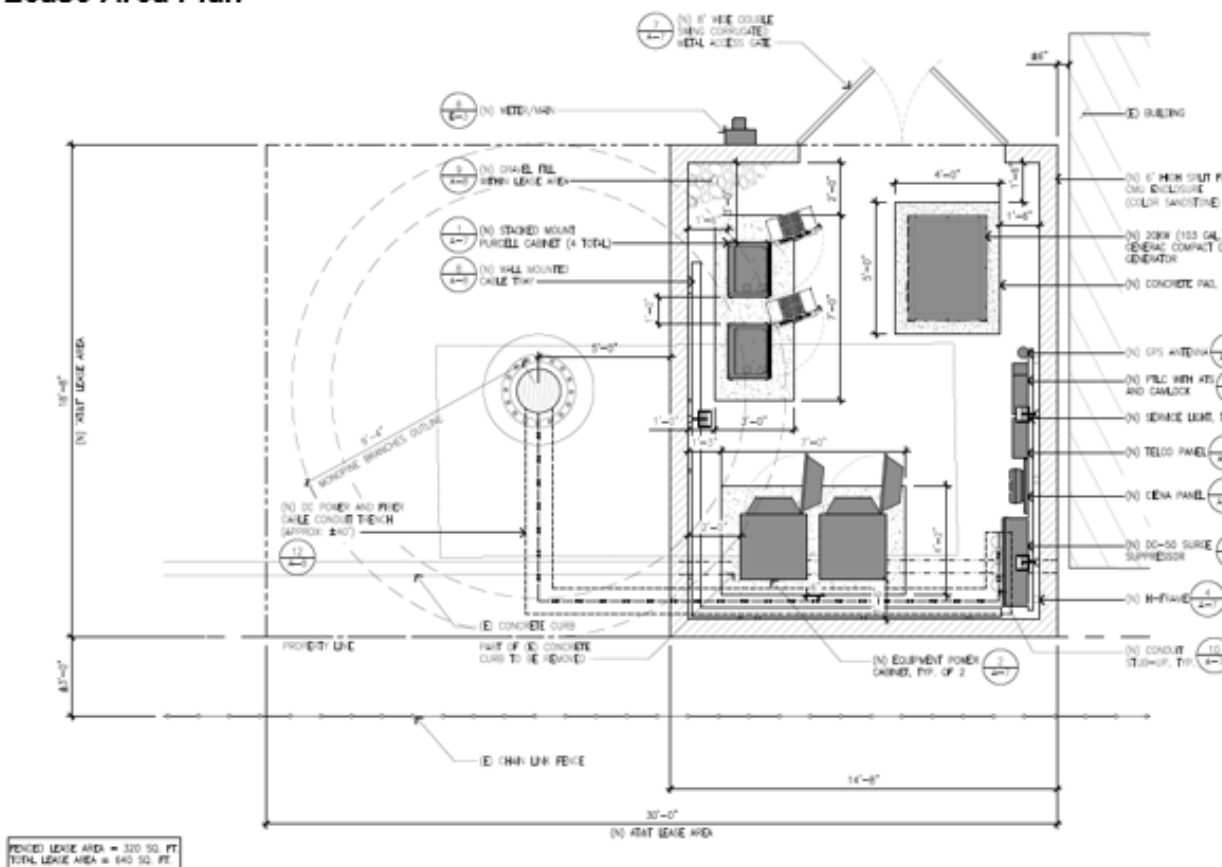


Photo Simulation View from Moody Creek



Associated Equipment: The AT&T equipment lease area is limited to 560 square feet (30' by 18'-8") along the south property line and adjacent to the existing building. An existing storage container will be relocated out of the proposed lease area. The monopine faux branches extend at a diameter of 9'-4" from the pole, which is proposed at its widest extent up to the property line. The equipment is

Lease Area Plan



Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01

Approval of Conditional Use Permit 389 requires the following findings pursuant to LPMC Section 44-851:

1. The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this chapter.
2. The proposed use is consistent with the goals, policies, general land uses, and programs of the general plan, and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
3. The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
4. The site is suitable for the type and intensity of use or development that is proposed.
5. The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.
6. The proposed use will not be adverse to the public health, safety, or general welfare.

Approval of Precise Plan 287 requires the following findings pursuant to LPMC Section 44-787:

1. The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
2. The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
3. The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
4. The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.
5. The subject site is physically suitable for the type and density/intensity of the use being proposed.
6. The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Approval of Variance 2022-01 requires the following findings pursuant to LPMC Section 44-1041:

1. There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
2. Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
3. Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Justification in support with findings of fact are attached as “**EXHIBIT C**” to the draft Resolution provided as *Attachment 1* to this report.

Lease Agreement

This project requires approval of a Lease Agreement, which may be granted by a City Council Resolution for any lease less than a 55-year term per California Government Code Section 37380. The Lease Agreement proposes an initial term of five (5) years, with the option to extend the term for five (5) additional five (5) year periods, for a total effective period up to 30 years. The La Palma Municipal Code does not specify any particular findings that must be made for approval of a lease agreement. However, State law requires a finding that the Lease Agreement is consistent with the City's General Plan and any applicable specific plans. Staff believes that the proposed freestanding wireless communications tower meets this requirement. The Lease Agreement establishes the lease terms to construct, maintain, and provide access for the proposed improvements on city-owned property. The Applicant proposes to pay \$42,000 for the first year with 2% annual rent increases after the first year.

General Plan Consistency: The City of La Palma wishes to protect and preserve the quality of the residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning. The proposed freestanding wireless communications tower is consistent with the following goals and policies of the POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6.

Environmental Review: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment.

Conditions of Approval: Conditions of Approval have been drafted specific to Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01, which are contained as “**EXHIBIT B**” to the draft Resolution provided as *Attachment 1* to this report.

FISCAL IMPACT:

The cost of processing the Conditional Use Permit, Precise Plan, Variance, and Lease Agreement is borne by the Applicant. Should the City Council approve Conditional Use Permit 389, Precise Plan 287, Variance 2022-01, and a Lease Agreement, this proposed monopine would bring in additional direct revenues to the City. The Applicant proposes to pay \$42,000 for the first year, with an annual escalator of 2% rent increase from the prior year.

ATTACHMENTS:

1. Draft Resolution for CUP, PP, and VAR
2. Draft Resolution - Exhibit A - Project Plans
3. Draft Resolution for Lease Agreement
4. Draft Resolution for Lease Agreement - Exhibit A - Agreement
5. DCC Resolution No. 2024-02
6. Photo Simulations

RESOLUTION NO. CC 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA, CALIFORNIA, TO APPROVE CONDITIONAL USE PERMIT 389, PRECISE PLAN 287, AND VARIANCE 2022-01 TO INSTALL A 75' FREESTANDING WIRELESS COMMUNICATIONS TOWER (MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS MAINTENANCE YARD AT 8415 MEADOWLARK LANE

WHEREAS, SmartLink Group on behalf of AT&T Mobility (hereinafter, the “Applicant”), has initiated a request for Conditional Use Permit (CUP) 389, Precise Plan (PP) 287, and Variance 2022-01 for approval to install a 75' freestanding wireless communications tower (monopine) and associated equipment on the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter the “Project”); and,

WHEREAS, the subject property is located within the Public/Institutional (PI) Zoning District, which allows a freestanding communication tower as an accessory use; and,

WHEREAS, the City of La Palma wishes to protect and preserve the quality of the commercial and residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and,

WHEREAS, Chapter 44 – Zoning, Article II – Division 4 (Nonresidential Zoning Districts) of the La Palma Municipal Code identify the land use requirement of a Conditional Use Permit, development standards, and Precise Plan permit requirement for a freestanding communications tower; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 5 (Conditional Use Permits and Amendments) of the La Palma Municipal Code states that the purpose of the Conditional Use Permit is to provide a process for allowing the establishment of uses that are deemed to have special impact, uniqueness, or affect on the properties or neighborhood surrounding the subject site; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 3 (Precise Plans and Amendments) of the La Palma Municipal Code states that the purpose of the Precise Plan is to provide a process for reviewing architectural applications for all new construction, and that process allows for the review of the design of the development, an identification of potential impacts on the surrounding properties, and an assurance that the proposed Project complies with the provisions of the Zoning Code and the General Plan; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 11 (Variances and Minor Exceptions) of the La Palma Municipal Code states that the purpose of the Variance is to allow for adjustment in the development standards only when the strict application of the Zoning Code denies the property owner privileges enjoyed by other property owners in the vicinity and within identical zoning districts. Special circumstances that justify the granting of a variance include the location, shape, size, surroundings, or topography of a site; and,

WHEREAS, the proposed Project shall adhere to the requirements of the La Palma Municipal Code, the PI Zoning District, and the comprehensive architectural design package included as “**EXHIBIT A**” attached hereto; and,

WHEREAS, draft Conditions of Approval have been prepared and attached as “**EXHIBIT B**” for Conditional Use Permit 389, Precise Plan 287 and Variance 2022-01, to ensure the orderly development of the Project and to maintain the quality of life in La Palma; and,

WHEREAS, on June 10, 2024, the City of La Palma Development and Circulation Committee conducted a duly noticed Public Hearing on Precise Plan 287 and Variance 2022-01, and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto; and,

WHEREAS, the City of La Palma Notice of Public Hearing was published in the Wednesday, July 24, 2024, edition of the *Event-News Enterprise*, sent to all owners of property within 300 feet of the proposed project, and posted at La Palma City Hall, La Palma Community Center, OC Public Library – La Palma Branch, and the subject property at least ten (10) days prior to the Public Hearing; and,

WHEREAS, on August 6, 2024, the City of La Palma City Council conducted a duly noticed Public Hearing on Conditional Use Permit 389, Precise Plan 287, Variance 2022-01, and a Development Agreement and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto.

NOW, THEREFORE, the City Council of the City of La Palma resolves as follows:

SECTION 1. The forgoing recitals are incorporated herein and made a part hereof.

SECTION 2. The findings for Conditional Use Permit 389, pursuant to Chapter 44 – Zoning, Article V – Division 5, Section 44-851 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this chapter.
- 2) The proposed use is consistent with the goals, policies, general land uses, and programs of the general plan, and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The site is suitable for the type and intensity of use or development that is proposed.
- 5) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.
- 6) The proposed use will not be adverse to the public health, safety, or general welfare.

SECTION 3. The findings for Precise Plan 287, pursuant to Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
- 2) The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.
- 5) The subject site is physically suitable for the type and density/intensity of the use being proposed.
- 6) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

The factual findings for which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 4. The findings for Variance 2022-01, pursuant to Chapter 44 – Zoning, Article V – Division 11, Section 44-1041 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
- 2) Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
- 3) Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

SECTION 5. The City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment.

SECTION 6. Based on the foregoing, the City Council of the City of La Palma hereby approves Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01, as depicted on the comprehensive architectural design package included as “**EXHIBIT A**” of this Resolution; subject to the Conditions of Approval, which are attached as “**EXHIBIT B**” to this Resolution, and

incorporated herein by this reference; and, subject to the factual findings, which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 7. This project approval shall become effective following the expiration of a fifteen (15) day appeal period without the filing of an appeal application from the date of the City Council approval.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney
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 August 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

EXHIBIT A

PROJECT PLANS FOR
PRECISE PLAN 287 AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

EXHIBIT B

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 389, PRECISE PLAN 287, AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

GENERAL:

1. This Conditional Use Permit, Precise Plan, and Variance are solely for the construction, operation, and maintenance of a 75' freestanding wireless communications tower (monopine) with associated equipment at the subject property, 8415 Meadowlark Lane.
2. In compliance with Chapter 44 -Zoning, Article IV – Division (Revocation and Modification), of the La Palma Municipal Code, this approval may be revoked or modified at any time by a vote of the City Council, if any one of the following findings of fact can be made:
 - a) The use for which the approval was granted has been exercised so as to be detrimental to the public health or safety, and/or to constitute a nuisance.
 - b) The approval was obtained by fraud.
 - c) The use for which such approval is granted is not being exercised within the time specified.
 - d) The use for which approval was granted has ceased to exist or has been suspended for at least one year.
 - e) The permit as granted is being or recently has been exercised contrary to the terms and conditions of approval or in violation of a statute, ordinance, law, or regulation.
3. The proposed project is required to be constructed in substantial conformance with the comprehensive architectural design package provided as “**EXHIBIT A**” of this Resolution for Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01; and, shall be inspected during construction by a qualified inspector for conformance with the California Building Code. The Applicant/Developer shall obtain a building permit from the City of La Palma Building and Safety Division and provide payment of permit fees prior to commencement of construction activity.
4. If at the time of application for building permit there is a project job account balance due to the City for recovery of planning review and entitlement fees, the outstanding balance shall be paid in full prior to building permit issuance.
5. The Applicant/Developer shall provide to the City a letter identifying a single point of contact for the management and operations of the communications tower (including: name, phone number, fax number, and e-mail address) and a 24-hour phone number in case of emergencies.

6. The Applicant/Developer shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the Project of their responsibilities to comply with all pertinent requirements herein in the City of La Palma Municipal; Code, including the requirement that a Business License be obtained by all entities doing business in the City as well as noise limitations and hours of operation requirements within the City.
7. Minor and incidental changes in design, placement, materials and color of materials to the Project requested by the Applicant/Developer may be approved administratively through the Community Development Department's Administrative Approval process. Details of any approved changes shall be provided on the working plans to the satisfaction of the Community Development Department prior to the issuance of permits.
8. Applicant/Developer shall indemnify, defend, and hold harmless the City of La Palma and its elected city council, appointed boards, commissions, committees, officials, employees, volunteers, contractors, consultants, and agents from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either the City's approval of the Project or actions related to the Property or the acts, omissions, or operations of the Applicant/Developer and its directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Applicant/Developer with respect to the ownership, planning, design, construction, and maintenance of the Project and the Property for which the Project is being approved. In addition to the above, within sixty (60) days of this approval, the Applicant/Developer shall enter into an indemnification agreement with the City. The indemnification agreement shall be substantially the same as the form agreement currently on file with the City.
9. An Agreement to the Conditions of Approval shall be executed by the Applicant/Developer and filed with the Community Development Department of the City of La Palma, within fifteen (15) days of the City of La Palma City Council approval of Conditional Use Permit 389, Precise Plan 287 and Variance 2022-01. The Agreement to the Conditions of Approval shall run with the land and be binding in any subsequent owners, heirs or assigns.
10. The proposed entitlements shall expire and be of no further force or effect if the permit is not established within twelve (12) months of the permits' effective date. Time extensions are subject to La Palma Municipal Code Section 44-580.

CONSTRUCTION:

12. The Applicant/Developer shall ensure that all construction contractors and subcontractor personnel are made aware of the required best management practices (BMP's) and good housekeeping measures for the project site and any associated construction lay-down areas.
13. Pursuant to Water Quality regulations the discharge of any sediment and construction materials or wastes into a receiving water or storm drain shall be prohibited. Any drilling, grading, and construction activity, shall incorporate Best Management Practices (BMPs) for managing and implementing urban runoff and storm water pollution control measures.

14. A copy of the accepted Conditions of Approval shall be placed on the final construction plans. Final construction plans shall be placed at the job site until final of Building Permit. The Applicant/Developer and the Applicant/Developer's successors in interest shall be fully responsible for knowing and complying with all Conditions of Approval, including making known the Conditions to the City for future governmental permits or actions at 8415 Meadowlark Lane. These approved Conditions of Approval shall be incorporated on all sets of construction plans and be present at the site during construction.
15. All trash and refuse shall be disposed of in dumpsters pursuant to applicable City Municipal Code and removed from the premises on an as needed basis. At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of in trash or recycle bins. General Contractor shall sweep the Project site at the end of the day during construction activities.
16. All construction activities shall comply with date and time restrictions established in the Municipal Code. "Construction activities" shall only include those activities that generate any noise at the property line during site preparation and construction of the site. "Construction activity" also includes the transport, import, and export of debris and materials. Construction activity shall be limited to the following hours listed below:

Day	Time
Monday-Friday	8:00am-5:00pm
Saturday	9:00am-5:00pm
Sunday & Holidays	No construction permitted

Holidays are specifically defined herein as: Martin Luther King Jr. Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day, July 4th, and Labor Day.

17. The Applicant or Applicant's Agent shall be responsible for obtaining approval of all wide load and haul route permits from the Public Works Department for heavy equipment or building materials to necessary to complete the project.
18. All utilities shall be underground to the nearest power pole and/or points of connection, subject to approval by the Public Works Director prior to permit issuance. The final location of the pull boxes and trench conduit shall be determined through a "potholing" process to identify the City's water distribution main, existing electrical service, gas service, and general water service. The proposed trench shall be no wider than 12 inches unless otherwise approved by the Public Works Director. All trench backfill shall be one sack sand/cement slurry, and native backfill shall not be permitted. Any asphalt, concrete, or landscape areas shall be replaced in-kind.
19. The City reserves the right for the City to install additional conduit during construction of the proposed project in order to provide electrical connection to the existing metal building adjacent to the lease area.

20. The Applicant or Applicant's Agent shall be responsible for paving from the edge of existing asphalt to the lease area and wash rack.
21. Full execution of the Right-of-Entry Agreement shall be completed prior the final inspection of the site, providing approved survey plats/easement descriptions to be incorporated into the Agreement as exhibits utilizing the "as-built" site conditions for the plats/easement descriptions.

MAINTENANCE AND OPERATIONS:

22. The lease area shall be secured at all times while authorized personnel are not physically present at the site. Barbed wire or razor ribbon shall be prohibited.
23. The Applicant/Developer shall provide signage with phone numbers of the utility provider for use in case of an emergency. The sign shall be posted at the communications equipment gate and/or block wall.
24. The Applicant/Developer shall be responsible for regular maintenance and upkeep of the communications tower and associated equipment consistent with the adopted plans, drawings and photo simulations as conditioned, including but not limited to:
 - a) Re-finishing any painted and textured surfaces to retain the original color and condition for the duration of the life of this use;
 - b) Maintaining all improvements in good repair, free from trash, debris, litter, and other forms of vandalism. Any damage from any cause shall be repaired as soon as reasonably possible to minimize occurrences of dangerous conditions or visual blight;
 - c) Replacing any damaged element such as faux pine branches, block walls and fencing, removal of graffiti; and,
 - d) Ensuring all equipment complies with the City Code standards.

EXHIBIT C

Conditional Use Permit, Precise Plan and Variance Findings of Approval

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-851 (Findings) of the La Palma Municipal Code, approval of Conditional Use Permit 389 is based on the following findings:

1. **Finding:** The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this Development Code.

Facts in Support of Finding: A communications tower and facilities use as accessory uses and structures is conditionally permitted within the Public/Institutional (PI) Zoning District. Conditions of Approval have been incorporated into CUP 389 to ensure that the integrity and character of the district is not impaired by the proposed wireless monopine. Conditions of Approval require adequate aesthetic improvements, construction mitigation, and ongoing maintenance.

2. **Finding:** The proposed use is consistent with the goals, policies, general land uses, and programs of the General Plan, and any applicable specific plan and is in compliance with all City, State, and Federal Laws and Regulations

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The site is suitable for the type and intensity of use or development that is proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75’ and 70’ is the minimum

height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

5. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6' high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

6. **Finding:** The proposed use will not be adverse to the public health, safety, or general welfare.

Facts in Support of Finding: The proposed project will not be adverse to the public health, safety, or general welfare in that the monopine is sited more than 140' from the nearest residential uses. The monopine does not emit any noise, and any noise associated with the emergency diesel generator is concealed within the solid enclosure and is only activated temporarily when there is a loss of electricity. The proposed project enhances emergency response services within the immediate area where there is a lack of adequate coverage in that the City of La Palma's Police Department, Public Works Department, and all City-issued cellular devices utilize the AT&T network.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, approval of Precise Plan 287 is based on the following findings:

1. **Finding:** The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.

Facts in Support of Finding: Municipal Code permits a freestanding communication tower use in the Public/Institutional (PI) Zoning District. The Municipal Code requires any new development obtain approval of a Precise Plan (Section 44-138). A Conditional Use Permit (Section 44-848) is required to allow a freestanding communications tower as an accessory use. A Development Agreement is proposed related to the lease agreement for use of City property. The project shall be consistent with Chapter 44 Sections 398 through 401 of the Municipal Code. The proposed communication tower is designed to be compliant with the Municipal Code requirements, with the exception of the Variance request to encroach into the required minimum perimeter building/landscaping setback.

2. **Finding:** The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 /

POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.

Facts in Support of Finding: The proposed 75’ wireless communications tower is proposed adjacent to the City’s water tank, which is currently not screened with any landscaping along the southwest perimeter of the property. The proposed facility does not require permanent on-site personnel and vehicular and pedestrian traffic will be limited to occasional visits by personnel for repairs and service. Therefore, the proposed communications facility is compatible with existing public utilities and facilities on the subject property and immediately adjacent to the subject site.

5. **Finding:** The subject site is physically suitable for the type and density/intensity of the use being proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75’ and 70’ is the minimum height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

6. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6’ high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the

surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-1041 (Findings) of the La Palma Municipal Code, approval of Variance 2022-01 is based on the following findings:

1. **Finding:** There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.

Facts in Support of Finding: The Applicant's radio-frequency engineers have identified a significant coverage gap in the area, which causes lack of service issues for La Palma customers. The proposed site was specifically selected because all other potential sites at commercial and institutional properties in La Palma and Cypress were found to be non-viable. The City of La Palma Public Works Maintenance Yard's primary uses as a government office, storage yard, and water tank provide La Palma citizens with essential utilities and services. The proposed siting of the tower along the south property line would be the least impactful to existing operations and driveway access. The encroachment into the required minimum perimeter building/landscaping setback is mitigated by the proposed design as faux pine tree as the intent of the Zoning Code provision is to provide landscaping within the perimeter of 10' from the property line. Therefore, granting of the variance to allow the adjustment in the development standard for perimeter setback would not constitute a grant of special privilege given the site's unique shape as a flag lot, the surrounding limitations associated with the existing City Yard facility and public utilities, and practical difficulty of relocating other City resources to accommodate a necessary use.

2. **Finding:** Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

Facts in Support of Finding: The City's north water well property at 6800 Walker Street, also located in the PI Zoning District, maintains an existing freestanding communications tower that is not camouflaged as a monopine and also encroaches into the required perimeter setback. The placement of the communications tower other than the proposed location would not allow the Applicant to provide adequate wireless service for the surrounding area. The proposed project will eliminate the gap in wireless communication service to La Palma residents, businesses, and emergency services, which is an important element of the City's infrastructure. Therefore, the granting of the variance is consistent with development patterns on other properties classified in the same zoning district.

3. **Finding:** Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Facts in Support of Finding: The subject site is located in the Public/Institutional Zoning District and is consistent with the intent and purpose to provide public and private utilities and facilities. The City's General Plan Technology Element Goal T-6 specifically states to "accommodate the reasonable use of public rights-of-way for communications infrastructure while protecting the ability of the City to provide services in said rights-of-way." The proposed variance for the communications tower to be sited in the ideal location

that has the least impact to the City Yard is in keeping with the City's regulations to establish balanced and fair policies that preserve the City's ability to provide effective utility operations and infrastructure maintenance along with opportunities for the placement and maintenance of communications service.

FIRE DEPARTMENT NOTES

GENERAL

- 1.0 ADDRESS NUMBERS:
- A. APPROVED ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PLACED IN A POSITION THAT PLAINLY LEGIBLE AND VISIBLE FROM THE STREET, ROAD, ALLEY, AND WALKWAYS GIVING ACCESS TO AND WITHIN THE PROPERTY.
- 2.0 FIRE EXTINGUISHERS:
- A. PROVIDE A FIRE EXTINGUISHER (MINIMUM 2A-10BC) WITHIN A RECESSED OR SEMI-RECESSED CABINET WITHIN 75 FEET TRAVEL DISTANCE FROM ALL POINTS IN THE OCCUPANCY; THE EXTINGUISHER SHALL BE MOUNTED ON A HOOK WITHIN THE CABINET (ELEVATED OFF CABINET FLOOR); THE TOP OF THE EXTINGUISHER SHALL BE NO HIGHER THAN 48 INCHES (1219 mm) ABOVE THE FLOOR; EXTINGUISHER SHALL BE PLACED IN A EASILY ACCESSIBLE LOCATIONS WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE FOR USE.
- 3.0 DOOR OPERATIONS:
- A. ALL EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT KEY, SPECIAL KNOWLEDGE, OR EFFORT. THE UNLATCHING OF ANY EXIT DOOR SHALL NOT REQUIRE MORE THAN ONE OPERATION.
- 4.0 ADDITIONAL PERMIT:
- A. PRIOR TO THE FINAL INSPECTION, OBTAIN A HAZARDOUS MATERIALS PERMIT FROM THE FIRE DEPARTMENT. CONTACT THE ENVIROMENTAL MANAGEMENT CENTER AT (916) 455-8200
- 5.0 REQUIRED INSPECTIONS:
- A. THE FIRE DEPARTMENT INSPECTION FOR THIS PROJECT INCLUDE THE FOLLOWING:
- HAZARDOUS MATERIALS FINAL INSPECTION.
 - FIRE PREVENTION BUREAU FINAL INSPECTION – CONTRACTOR MUST REQUEST A SEPERATE INSPECTION. INSPECTION INCLUDES, BUT IS NOT LIMITED TO: FIRE EXTINGUISHERS; SIGNAGE; DOOR HARDWARE AND MEANS OF EGRESS; EMERGENCY/EXIT LIGHTING; ETC.

NOTE: TO SCHEDULE INSPECTIONS; CALL OFFICE OF STATE FIRE MARSHALL AT LEAST 48 HOURS IN ADVANCE.

FIRE DEPARTMENT

2

GENERAL

1. PER CFC SECTION 1206.2 "STATIONARY STORAGE BATTERY SYSTEMS. STATIONARY STORAGE BATTERY SYSTEMS HAVING CAPACITIES EXCEEDING THE VALUES SHOWN IN TABLE 1206.2 SHALL COMPLY WITH SECTION 1206.2.1 THROUGH 1206.2.12.6, AS APPLICABLE.
2. PER CFC SECTION 1206 AND PER CBC 2022 SECTION 307.2 THE DEFINITIONS:

VALVE-REGULATED LEAD ACID (VRLA) BATTERY (CBC 2022-CFC 2022-SECTION 202 GENERAL DEFINITIONS):
A LEAD-ACID BATTERY CONSISTING OF SEALED CELLS FURNISHED WITH A VALVE THAT OPENS TO VENT THE BATTERY WHENEVER THE INTERNAL PRESSURE OF THE BATTERY EXCEEDS THE AMBIENT PRESSURE BY A SET AMOUNT. IN VRLA BATTERIES, THE LIQUID ELECTROLYTES IN THE CELLS IS IMMOBILIZED IN A ABSORPTIVE GLASS MAT (AGM CELLS OR BATTERIES) OR BY THE ADDITION OF A GELLING AGENT (GEL CELL OR GELLED BATTERIES).

CORROSIVE (CBC 2022-CFC 2022-SECTION 202 GENERAL DEFINITIONS):
A CHEMICAL THAT CAUSES VISIBLE DESTRUCTION OF, OR IRREVERSIBLE ALTERATIONS IN, LIVING TISSUE BY CHEMICAL ACTION AT THE POINT OF CONTACT. A CHEMICAL SHALL BE CONSIDERED CORROSIVE IF, WHEN TESTED ON THE INTACT SKIN OF ALBINO RABBITS BY THE METHOD DESCRIBED IN DOTN 49 CFR, PART 17.137, SUCH A CHEMICAL DESTROYS OR CHANGES IRREVERSIBLY THE STRUCTURE OF THE TISSUE AT THE POINT OF CONTACT FOLLOWING AN EXPOSURE PERIOD OF 4 HOURS. THIS TERM DOES NOT REFER TO ACTION ON INANIMATE SURFACES.

HAZARDOUS MATERIALS (CBC 2022-CFC 2022-SECTION 202 GENERAL DEFINITIONS):
THOSE CHEMICALS OR SUBSTANCES THAT ARE PHYSICAL HAZARDS OR HEALTH HAZARDS AS DEFINED AND CLASSIFIED IN THIS SECTION AND THE CALIFORNIA FIRE CODE, WHETHER THE MATERIALS ARE IN USABLE OR WASTE CONDITION.

HEATH HAZARD (CBC 2022-CFC 2022-SECTION 202 GENERAL DEFINITIONS):
A CLASSIFICATION OF A CHEMICAL FOR WHICH THERE IS STATISTICALLY SIGNIFICANT EVIDENCE THAT ACUTE OR CHRONIC HEALTH EFFECTS ARE CAPABLE OF OCCURRING IN EXPOSED PERSONS. THE TERM "HEALTH HAZARD" INCLUDES CHEMICALS THAT ARE TOXIC OR HIGHLY TOXIC, AND CORROSIVE.

PHYSICAL HAZARD (CBC 2022-CFC 2022-SECTION 202 GENERAL DEFINITIONS):
A CHEMICAL FOR WHICH THERE IS EVIDENCE THAT IS A COMBUSTIBLE LIQUID, CRYOGENIC FLUID, EXPLOSIVE, FLAMMABLE (SOLID, LIQUID, OR GAS), ORGANIC PEROXIDE (SOLID OR LIQUID), OXIDIZER (SOLID OR LIQUID), OXIDIZING GAS, PYROPHORIC (SOLID, LIQUID, OR GAS), UNSTABLE (REACTIVE) MATERIAL (SOLID, LIQUID, OR GAS), OR WATER REACTIVE MATERIAL (SOLID OR LIQUID).

NOTES

3

NOTE:
THE EQUIPMENT WITHIN THE LICENSE AREA WILL NOT STORE MORE THAN THE MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF, PER FIRE CODE 5003.1.1 OR BUILDING CODE 307.1

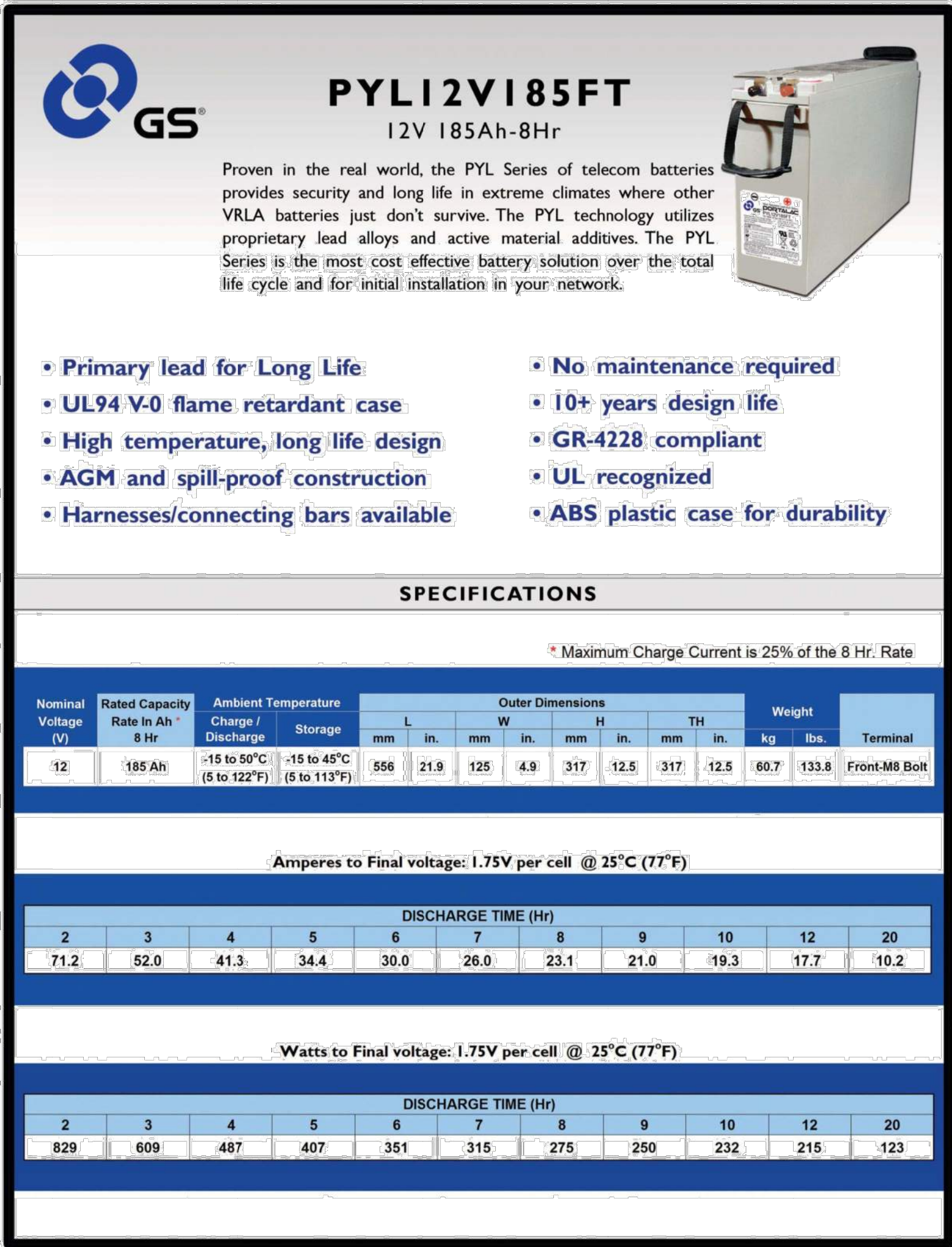
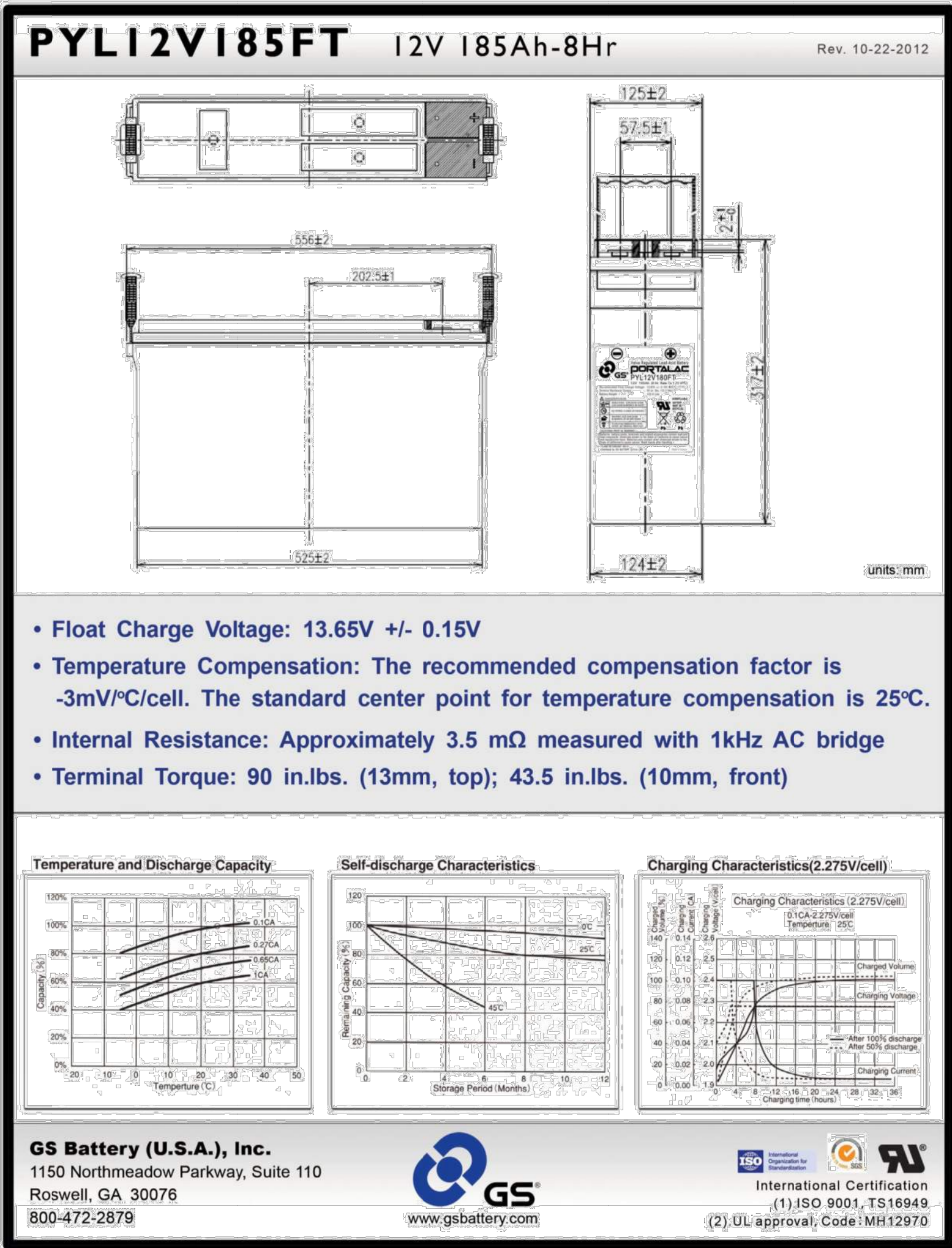
BATTERY SYSTEM ANALYSIS

*NEW EMERSON

BATTERY TYPE	AMP HOUR RATING/STRING	DIMENSIONS (WxDxH)	WEIGHT	TOTAL # OF BATTERIES
GS "PYL12V185FT"	185AH	4.9"x21.9"x12.5"	133.8 lbs	8

BATTERY ELECTROLYTE CONTENT:

NUMBER OF STRINGS:	2
BATTERIES PER STRINGS:	4
TOTAL BATTERIES:	8
LEAD (65% BY WT.)	86.97 LBS
ELECTROLYTE (14% BY WT.):	18.73 LBS
ELECTROLYTE VOLUME (.07 GAL/LB):	1.32 GAL
TOTAL ELECTROLYTE	10.56 GAL



BATTERY SPECIFICATIONS



THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED



10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
TEL: (849) 387-1265
FAX: (849) 387-1275



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
1	03/05/24	100% CD - REVISED W/ 75' MONOPINE
0	01/11/24	100% CONSTRUCTION DRAWINGS
B	11/01/23	90% CONSTRUCTION DRAWINGS

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:

JEM

CHECKED BY:

JS

SHEET TITLE:

FIRE DEPARTMENT NOTES

SHEET NUMBER:

FD-1

1

ABBREVIATIONS <table><tr><td>AB</td><td>ANCHOR BOLT</td><td>LAM</td><td>LAMINATED</td></tr><tr><td>AC</td><td>ASPHALTIC CONCRETE</td><td>LBS</td><td>POUNDS</td></tr><tr><td>A/C</td><td>AIR CONDITIONING</td><td>LT</td><td>LIGHT</td></tr><tr><td>ADJ</td><td>ADJUSTABLE</td><td>LA</td><td>LIGHTNING ARRESTOR</td></tr><tr><td>A.F.F.</td><td>ABOVE FINISH FLOOR</td><td>LNA</td><td>LOW NOISE AMPLIFIER</td></tr><tr><td>ARCH</td><td>ARCHITECTURAL</td><td>MFR</td><td>MANUFACTURER</td></tr><tr><td>APPROX</td><td>APPROXIMATELY</td><td>MAT</td><td>MATERIAL</td></tr><tr><td>A.G.L.</td><td>ABOVE GRADE LEVEL</td><td>MAX</td><td>MAXIMUM</td></tr><tr><td>A.M.S.L.</td><td>ABOVE MEAN SEA LEVEL</td><td>MECH</td><td>MECHANICAL</td></tr><tr><td>BD</td><td>BOARD</td><td>MIN</td><td>MINIMUM</td></tr><tr><td>BLDG</td><td>BUILDING</td><td>MISC</td><td>MISCELLANEOUS</td></tr><tr><td>BLKG</td><td>BLOCKING</td><td>ML</td><td>METAL LATH</td></tr><tr><td>BOT</td><td>BOTTOM</td><td>MO</td><td>MASONRY OPENING</td></tr><tr><td>BSMT</td><td>BASEMENT</td><td>MS</td><td>MACHINE SCREW</td></tr><tr><td>BTS</td><td>BASE TRANSCEIVER STATION</td><td>MTD</td><td>MOUNTED</td></tr><tr><td></td><td></td><td>MTL</td><td>METAL</td></tr><tr><td>C</td><td>COURSE(S)</td><td>(N)</td><td>NEW</td></tr><tr><td>CEM</td><td>CEMENT</td><td>NIC</td><td>NOT IN CONTRACT</td></tr><tr><td>CL</td><td>CHAIN LINK</td><td>NO</td><td>NUMBER</td></tr><tr><td>CLG</td><td>CEILING</td><td>NTE</td><td>NOT TO EXTEND</td></tr><tr><td>CLR</td><td>CLEAR</td><td>NTS</td><td>NOT TO SCALE</td></tr><tr><td>COL</td><td>COLUMN</td><td></td><td></td></tr><tr><td>CONC</td><td>CONCRETE</td><td>OA</td><td>OVERALL</td></tr><tr><td>CONST</td><td>CONSTRUCTION</td><td>O.C.</td><td>ON CENTER</td></tr><tr><td>CONT</td><td>CONTINUOUS</td><td>OPNG</td><td>OPENING</td></tr><tr><td>CORR</td><td>CORRIDOR</td><td>OPP</td><td>OPPOSITE</td></tr><tr><td>CO</td><td>CONDUIT ONLY</td><td></td><td></td></tr><tr><td></td><td></td><td>PARTN</td><td>PARTITION</td></tr><tr><td>DIA</td><td>DIAMETER</td><td>PL</td><td>PLATE</td></tr><tr><td>DBL</td><td>DOUBLE</td><td>PLAS</td><td>PLASTER</td></tr><tr><td>DEPT</td><td>DEPARTMENT</td><td>PLYWD</td><td>PLYWOOD</td></tr><tr><td>DEMO</td><td>DEMOLITION</td><td>POC</td><td>POINT OF CONNECTION</td></tr><tr><td>DIM</td><td>DIMENSION</td><td>PROP</td><td>PROPERTY</td></tr><tr><td>DN</td><td>DOWN</td><td>PT</td><td>PRESSURE TREATED</td></tr><tr><td>DR</td><td>DOOR</td><td></td><td></td></tr><tr><td>DTL</td><td>DETAIL</td><td>REQD</td><td>REQUIRED</td></tr><tr><td>DWG</td><td>DRAWING</td><td>RD</td><td>ROOF DRAIN</td></tr><tr><td></td><td></td><td>RM</td><td>ROOM</td></tr><tr><td>(E)</td><td>EXISTING</td><td>RMS</td><td>ROOMS</td></tr><tr><td>EA</td><td>EACH</td><td>RO</td><td>ROUGH OPENING</td></tr><tr><td>ELEC</td><td>ELECTRIC</td><td></td><td></td></tr><tr><td>ELEV</td><td>ELEVATION</td><td>SC</td><td>SOLID CORE</td></tr><tr><td>EQUIP</td><td>EQUIPMENT</td><td>SCHED</td><td>SCHEDULE</td></tr><tr><td>EXP</td><td>EXPANSION</td><td>SECT</td><td>SECTION</td></tr><tr><td>EXT</td><td>EXTERIOR</td><td>SH</td><td>SHEET</td></tr><tr><td></td><td></td><td>SIM</td><td>SIMILAR</td></tr><tr><td>FA</td><td>FIRE ALARM</td><td>SPECS</td><td>SPECIFICATIONS</td></tr><tr><td>FB</td><td>FLAT BAR</td><td>SS</td><td>STAINLESS STEEL</td></tr><tr><td>FF</td><td>FINISH FLOOR</td><td>STL</td><td>STEEL</td></tr><tr><td>FH</td><td>FLAT HEAD</td><td>STOR</td><td>STORAGE</td></tr><tr><td>FIN</td><td>FINISH(ED)</td><td>STRUCT</td><td>STRUCTURAL</td></tr><tr><td>FLR</td><td>FLOOR</td><td>SUSP</td><td>SUSPENDED</td></tr><tr><td>FOS</td><td>FACE OF STUDS</td><td>SW</td><td>SWITCH</td></tr><tr><td>FS</td><td>FINISH SURFACE</td><td>SWBO</td><td>SWITCHBOARD</td></tr><tr><td>FT</td><td>FOOT, FEET</td><td></td><td></td></tr><tr><td>FTG</td><td>FOOTING</td><td>THK</td><td>THICK</td></tr><tr><td>FW</td><td>FINISH WALL</td><td>TI</td><td>TENANT IMPROVEMENT</td></tr><tr><td>F.G.</td><td>FINISH GRADE</td><td>TMA</td><td>TOWER MOUNTED AMPLIFIER</td></tr><tr><td>FUT</td><td>FUTURE</td><td>TOS</td><td>TOP OF SURFACE</td></tr><tr><td></td><td></td><td>TS</td><td>TUBE STEEL</td></tr><tr><td></td><td></td><td>TYP</td><td>TYPICAL</td></tr><tr><td>GA</td><td>GAUGE</td><td></td><td></td></tr><tr><td>GALV</td><td>GALVANIZED</td><td>UNO</td><td>UNLESS NOTED OTHERWISE</td></tr><tr><td>GL</td><td>GLASS</td><td></td><td></td></tr><tr><td>CR</td><td>GRADE</td><td>VCT</td><td>VINYL COMPOSITION</td></tr><tr><td>GYP</td><td>GYPSUM</td><td></td><td>TILE</td></tr><tr><td>GFCI</td><td>GROUND FAULT CIRCUIT INTERRUPT</td><td></td><td></td></tr><tr><td>GND</td><td>GROUND</td><td>VERT</td><td>VERTICAL</td></tr><tr><td></td><td></td><td>V.I.F.</td><td>VERIFY IN FIELD</td></tr><tr><td></td><td></td><td>VG</td><td>VERTICAL GRAIN</td></tr><tr><td>HC</td><td>HOLLOW CORE</td><td></td><td></td></tr><tr><td>HDW</td><td>HARDWARE</td><td>W/</td><td>WITH</td></tr><tr><td>HTR</td><td>HEATER</td><td>WD</td><td>WOOD</td></tr><tr><td>HM</td><td>HOLLOW METAL</td><td>WR</td><td>WATER RESISTANT</td></tr><tr><td>HORIZ</td><td>HORIZONTAL</td><td>WT</td><td>WEIGHT</td></tr><tr><td>HR</td><td>HOUR</td><td></td><td></td></tr><tr><td>HT</td><td>HEIGHT</td><td>XFMR</td><td>TRANSFORMER</td></tr><tr><td>HV</td><td>HIGH VOLTAGE</td><td></td><td></td></tr><tr><td></td><td></td><td>@</td><td>AT</td></tr><tr><td>ID</td><td>INSIDE DIMENSION</td><td></td><td></td></tr><tr><td>INS</td><td>INSULATION</td><td>└</td><td>CHANNEL</td></tr><tr><td>INT</td><td>INTERIOR</td><td>└└</td><td>CENTERLINE</td></tr><tr><td></td><td></td><td>└└└</td><td>ANGLE</td></tr><tr><td>JT</td><td>JOINT</td><td>└└└└</td><td>PROPERTY LINE</td></tr></table> SYMBOLS: SECTION NUMBER SHEET NUMBER BUILDING SECTION REFERENCE DETAIL NUMBER SHEET NUMBER DETAIL REFERENCE SECTION NUMBER SHEET NUMBER DETAIL SECTION REFERENCE DETAIL NUMBER SHEET NUMBER EXTERIOR ELEVATION REFERENCE 1 KEY NOTE REFERENCE --- PROPERTY LINE X DOOR NUMBER —X—X—X— FENCING XX AREA AND/OR ROOM NUMBER —E—E—E—E— ELECTRICAL SERVICE X X MECHANICAL UNIT —T—T—T—T— TELCO SERVICE —E/T—E/T—E/T— ELECTRICAL & TELCO SERVICE	AB	ANCHOR BOLT	LAM	LAMINATED	AC	ASPHALTIC CONCRETE	LBS	POUNDS	A/C	AIR CONDITIONING	LT	LIGHT	ADJ	ADJUSTABLE	LA	LIGHTNING ARRESTOR	A.F.F.	ABOVE FINISH FLOOR	LNA	LOW NOISE AMPLIFIER	ARCH	ARCHITECTURAL	MFR	MANUFACTURER	APPROX	APPROXIMATELY	MAT	MATERIAL	A.G.L.	ABOVE GRADE LEVEL	MAX	MAXIMUM	A.M.S.L.	ABOVE MEAN SEA LEVEL	MECH	MECHANICAL	BD	BOARD	MIN	MINIMUM	BLDG	BUILDING	MISC	MISCELLANEOUS	BLKG	BLOCKING	ML	METAL LATH	BOT	BOTTOM	MO	MASONRY OPENING	BSMT	BASEMENT	MS	MACHINE SCREW	BTS	BASE TRANSCEIVER STATION	MTD	MOUNTED			MTL	METAL	C	COURSE(S)	(N)	NEW	CEM	CEMENT	NIC	NOT IN CONTRACT	CL	CHAIN LINK	NO	NUMBER	CLG	CEILING	NTE	NOT TO EXTEND	CLR	CLEAR	NTS	NOT TO SCALE	COL	COLUMN			CONC	CONCRETE	OA	OVERALL	CONST	CONSTRUCTION	O.C.	ON CENTER	CONT	CONTINUOUS	OPNG	OPENING	CORR	CORRIDOR	OPP	OPPOSITE	CO	CONDUIT ONLY					PARTN	PARTITION	DIA	DIAMETER	PL	PLATE	DBL	DOUBLE	PLAS	PLASTER	DEPT	DEPARTMENT	PLYWD	PLYWOOD	DEMO	DEMOLITION	POC	POINT OF CONNECTION	DIM	DIMENSION	PROP	PROPERTY	DN	DOWN	PT	PRESSURE TREATED	DR	DOOR			DTL	DETAIL	REQD	REQUIRED	DWG	DRAWING	RD	ROOF DRAIN			RM	ROOM	(E)	EXISTING	RMS	ROOMS	EA	EACH	RO	ROUGH OPENING	ELEC	ELECTRIC			ELEV	ELEVATION	SC	SOLID CORE	EQUIP	EQUIPMENT	SCHED	SCHEDULE	EXP	EXPANSION	SECT	SECTION	EXT	EXTERIOR	SH	SHEET			SIM	SIMILAR	FA	FIRE ALARM	SPECS	SPECIFICATIONS	FB	FLAT BAR	SS	STAINLESS STEEL	FF	FINISH FLOOR	STL	STEEL	FH	FLAT HEAD	STOR	STORAGE	FIN	FINISH(ED)	STRUCT	STRUCTURAL	FLR	FLOOR	SUSP	SUSPENDED	FOS	FACE OF STUDS	SW	SWITCH	FS	FINISH SURFACE	SWBO	SWITCHBOARD	FT	FOOT, FEET			FTG	FOOTING	THK	THICK	FW	FINISH WALL	TI	TENANT IMPROVEMENT	F.G.	FINISH GRADE	TMA	TOWER MOUNTED AMPLIFIER	FUT	FUTURE	TOS	TOP OF SURFACE			TS	TUBE STEEL			TYP	TYPICAL	GA	GAUGE			GALV	GALVANIZED	UNO	UNLESS NOTED OTHERWISE	GL	GLASS			CR	GRADE	VCT	VINYL COMPOSITION	GYP	GYPSUM		TILE	GFCI	GROUND FAULT CIRCUIT INTERRUPT			GND	GROUND	VERT	VERTICAL			V.I.F.	VERIFY IN FIELD			VG	VERTICAL GRAIN	HC	HOLLOW CORE			HDW	HARDWARE	W/	WITH	HTR	HEATER	WD	WOOD	HM	HOLLOW METAL	WR	WATER RESISTANT	HORIZ	HORIZONTAL	WT	WEIGHT	HR	HOUR			HT	HEIGHT	XFMR	TRANSFORMER	HV	HIGH VOLTAGE					@	AT	ID	INSIDE DIMENSION			INS	INSULATION	└	CHANNEL	INT	INTERIOR	└└	CENTERLINE			└└└	ANGLE	JT	JOINT	└└└└	PROPERTY LINE	2	GENERAL: 1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS. 2. THE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES AS THEY MAY BE DISCOVERED IN THE PLANS, SPECIFICATIONS, AND NOTES PRIOR TO STARTING CONSTRUCTION. INCLUDING BUT NOT LIMITED BY DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ERRORS, OMISSION, OR INCONSISTENCY AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER AND SHALL INCUR ANY EXPENSES TO RECTIFY THE SITUATION. THE METHOD OF CORRECTION SHALL BE APPROVED BY THE ARCHITECT/ENGINEER. 3. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR HAS THE RESPONSIBILITY TO LOCATE ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR OR SUBCONTRACTOR SHALL BEAR THE EXPENSE OF REPAIRING OR REPLACING ANY DAMAGE TO THE UTILITIES CAUSED DURING THE EXECUTION OF THE WORK. 4. A COPY OF THE APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY, AND BY LAW SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL CONSTRUCTION SETS REFLECT THE SAME INFORMATION AS THE APPROVED PLANS. THE CONTRACTOR SHALL ALSO MAINTAIN ONE SET OF PLANS AT THE SITE FOR THE PURPOSE OF DOCUMENTING ALL AS-BUILT CHANGES, REVISIONS, ADDENDUM'S, OR CHANGE ORDERS. THE CONTRACTOR SHALL FORWARD THE AS-BUILT DRAWINGS TO THE ARCHITECT/ENGINEER AT THE CONCLUSION OF THE PROJECT. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE FROM START OF PROJECT TO COMPLETION OF PROJECT. 6. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY POWER, WATER, AND TOILET FACILITIES. 7. ALL CONSTRUCTION THROUGH THE PROJECT SHALL CONFORM TO THE 2022 C.B.C. AND ALL THE OTHER LATEST GOVERNING CODES. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS AND REGULATIONS DURING THE WORK. THE ENGINEER WILL NOT ADVISE ON NOR PROVIDE DIRECTION AS TO SAFETY PRECAUTIONS AND PROGRAMS. 9. THE CONTRACTOR SHALL SUPERVISE AND COORDINATE ALL WORK, USING HIS PROFESSIONAL KNOWLEDGE AND SKILLS. HE IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCING AND COORDINATING ALL PORTIONS OF THE WORK. 10. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL PERMITS, LICENSES AND INSPECTIONS WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN THE PERMIT AND MAKE FINAL PAYMENT OF SAID DOCUMENT. 11. ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE UNLESS NOTED OTHERWISE. 12. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR SUPPORTS FOR INSTALLATION OF ITEMS INDICATED ON THE DRAWINGS. 13. THE CONTRACTOR SHALL PROVIDE THE FIRE MARSHALL APPROVED MATERIALS TO FILL/SEAL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES. 14. NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, TEXTURE, MATERIAL AND PAINT COLOR UNLESS NOTED OTHERWISE IN THE PLANS. 15. WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AVAILABLE AS REQUIRED BY THE LOCAL GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS. 16. ALL GENERAL NOTES AND STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE USED IN CONDITIONS WHICH ARE NOT SPECIFICALLY SHOWN OTHERWISE. 17. ALL DEBRIS AND REFUGE IS TO BE REMOVED FROM THE PROJECT DAILY. PREMISES SHALL BE LEFT IN A CLEAN BROOM FINISHED CONDITION AT ALL TIMES. 18. ALL SYMBOLS AND ABBREVIATIONS ARE CONSIDERED CONSTRUCTION INDUSTRY STANDARDS. IF A CONTRACTOR HAS A QUESTION REGARDING THEIR EXACT MEANING THE ARCHITECT/ENGINEER SHALL BE NOTIFIED FOR CLARIFICATIONS. 19. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE METHODS, TECHNIQUES AND SEQUENCES OF PROCEDURES TO PERFORM THE WORK. THE SUPERVISION OF THE WORK IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. 20. CONTRACTORS SHALL VISIT THE SITE PRIOR TO BID TO ASCERTAIN CONDITIONS WHICH MAY ADVERSELY AFFECT THE WORK OR COST THEREOF. 21. THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSION, ELEVATION, ETC. NECESSARY FOR THE PROPER CONSTRUCTION AND ALIGNMENT OF THE NEW PORTION OF THE WORK TO THE EXISTING WORK. THE CONTRACTOR SHALL MAKE ALL MEASUREMENTS NECESSARY FOR FABRICATION AND ERECTION OF STRUCTURAL MEMBERS. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. 22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. 23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND SHALL BE CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER. 24. NO CHANGES ARE TO BE MADE TO THESE PLANS WITHOUT THE KNOWLEDGE AND WRITTEN CONSENT OF THE ARCHITECT/ENGINEER. UNAUTHORIZED CHANGES RENDER THESE DRAWINGS VOID. 25. ANY REFERENCE TO THE WORDS APPROVED, OR APPROVAL IN THESE DOCUMENTS SHALL BE HERE DEFINED TO MEAN GENERAL ACCEPTANCE OR REVIEW AND SHALL NOT RELIEVE THE CONTRACTOR AND/OR HIS SUB-CONTRACTORS OF ANY LIABILITY IN FURNISHING THE REQUIRED MATERIALS OR LABOR SPECIFIED. 26. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK. GENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER AND ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES FOUND WITHIN THE CONTRACT DOCUMENTS, PRIOR TO STARTING WORK.	1
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AT&T

1452 EDINGER AVE.
TUSTIN, CALIFORNIA 92780

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10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
TEL: (949) 387-1265
FAX: (949) 387-1275



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

1	03/05/24	100% CD – REVISED W/ 75' MONOPINE
0	01/11/24	100% CONSTRUCTION DRAWINGS
B	11/01/23	90% CONSTRUCTION DRAWINGS
REV	DATE	DESCRIPTION

NOT TO BE USED
FOR CONSTRUCTION

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CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

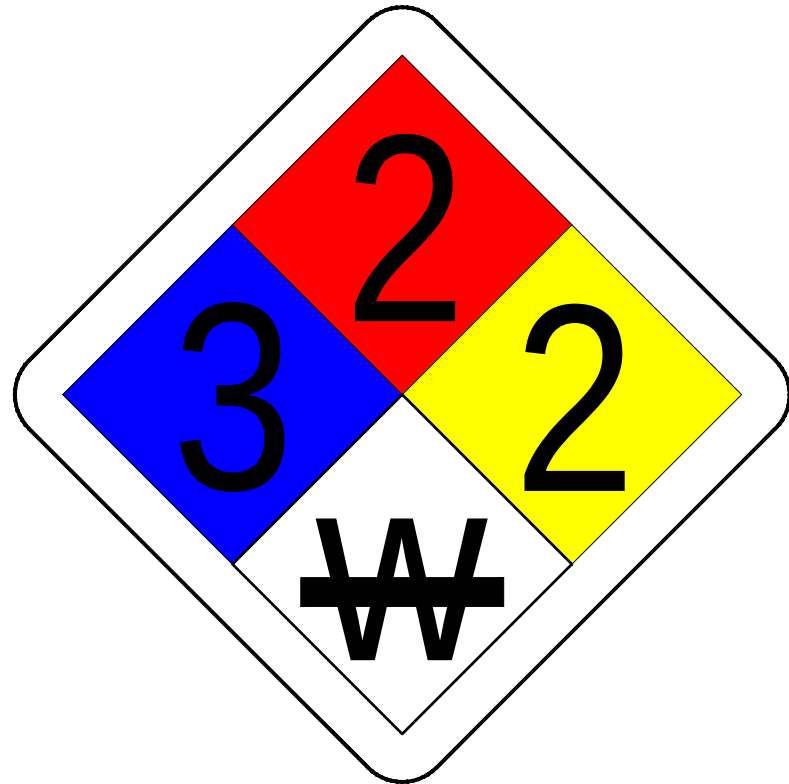
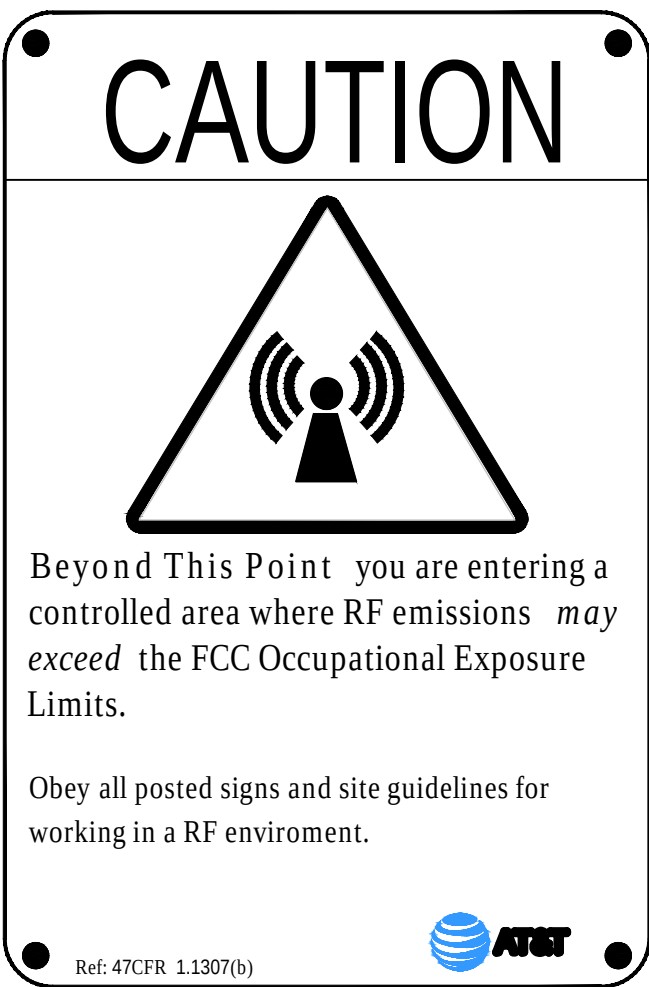
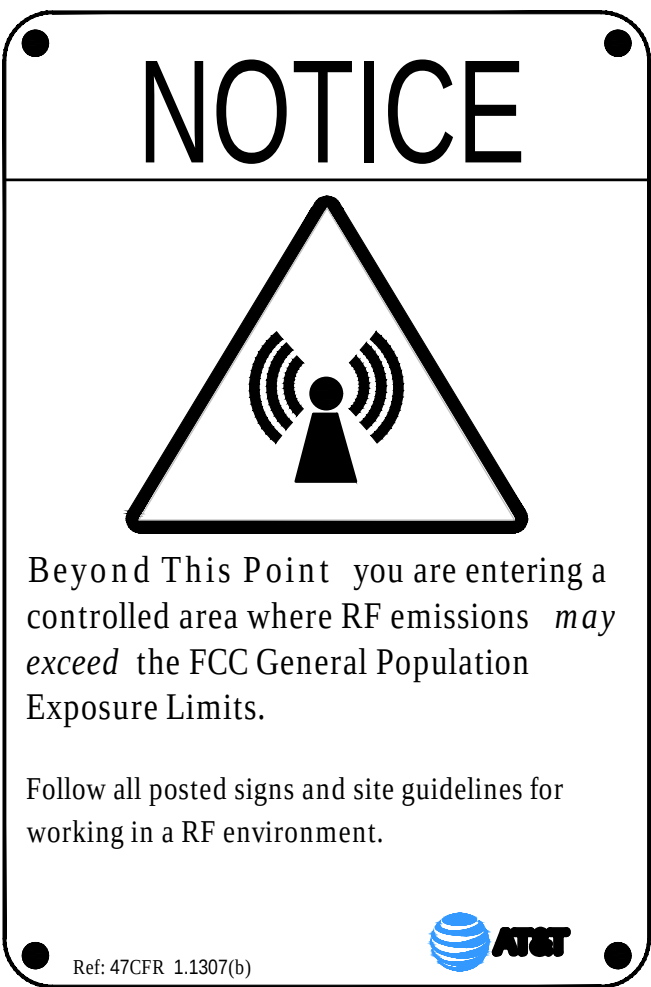
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JEM	JS

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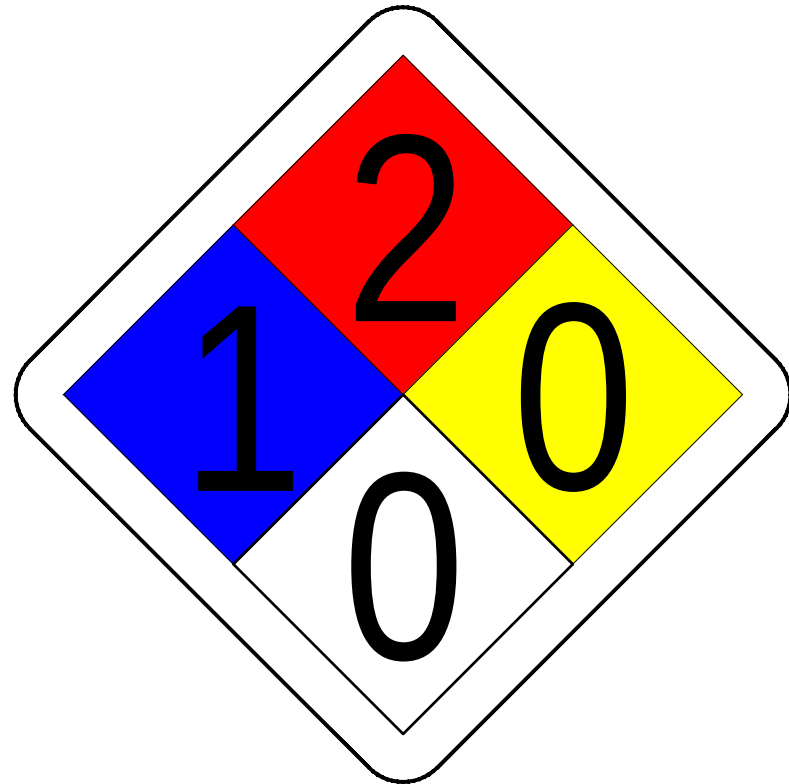
GENERAL NOTES

SHEET NUMBER:

GN-1

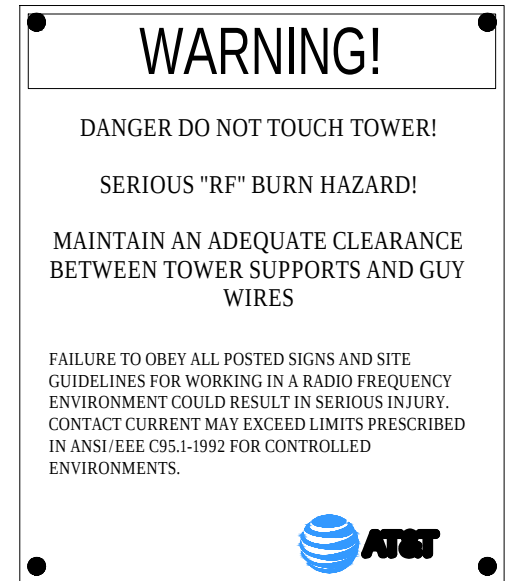


NFPA SIGN
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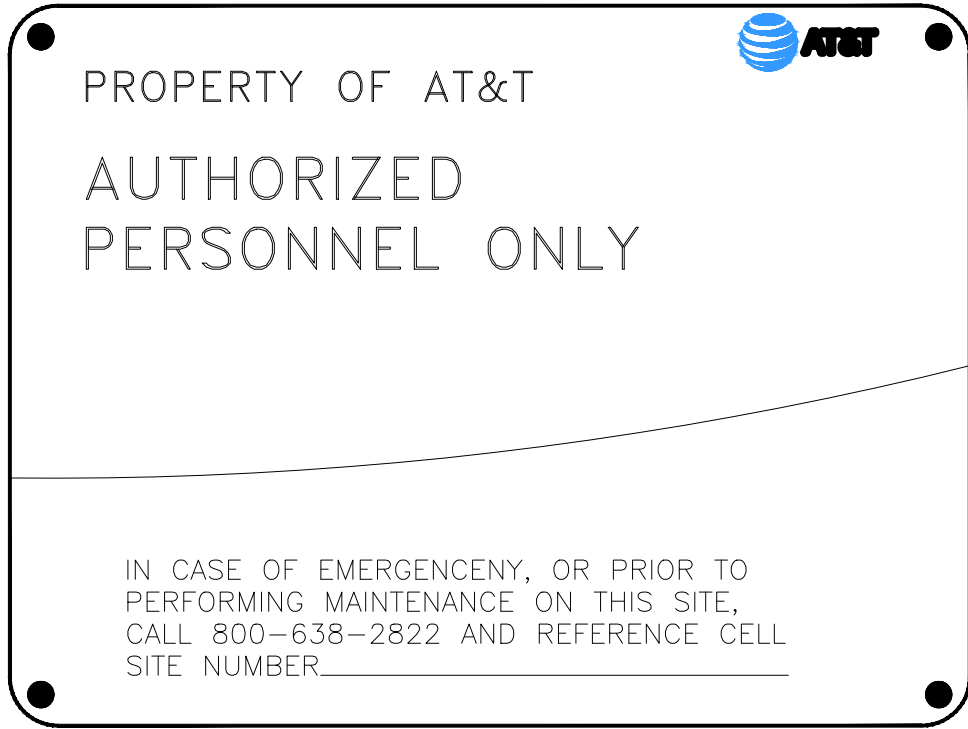


ALERTING SIGN
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ALERTING SIGNS
NO SCALE



ALERTING SIGN
NO SCALE



INFO SIGN #5
NO SCALE

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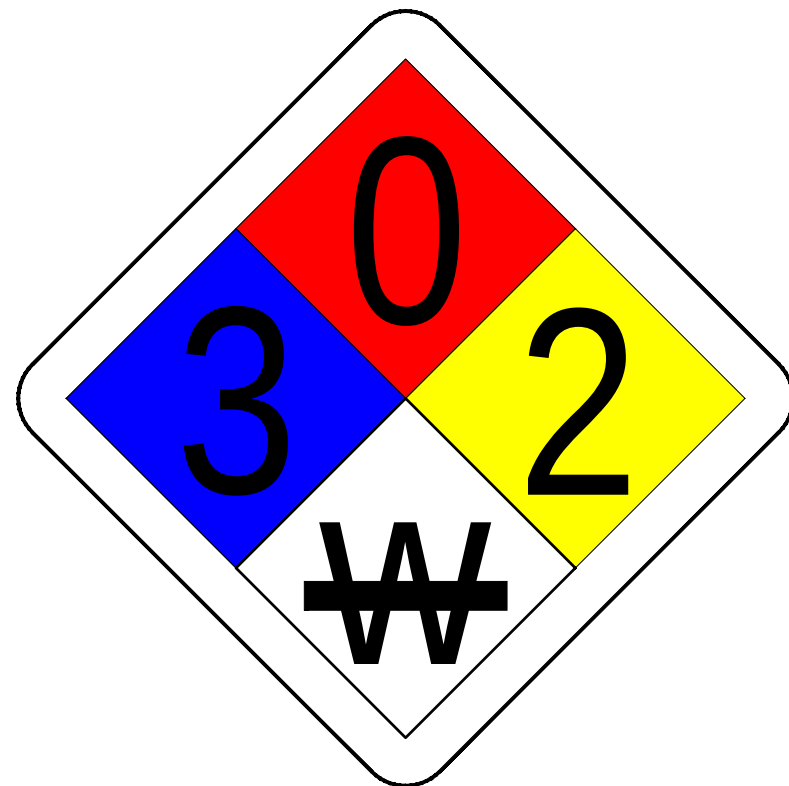
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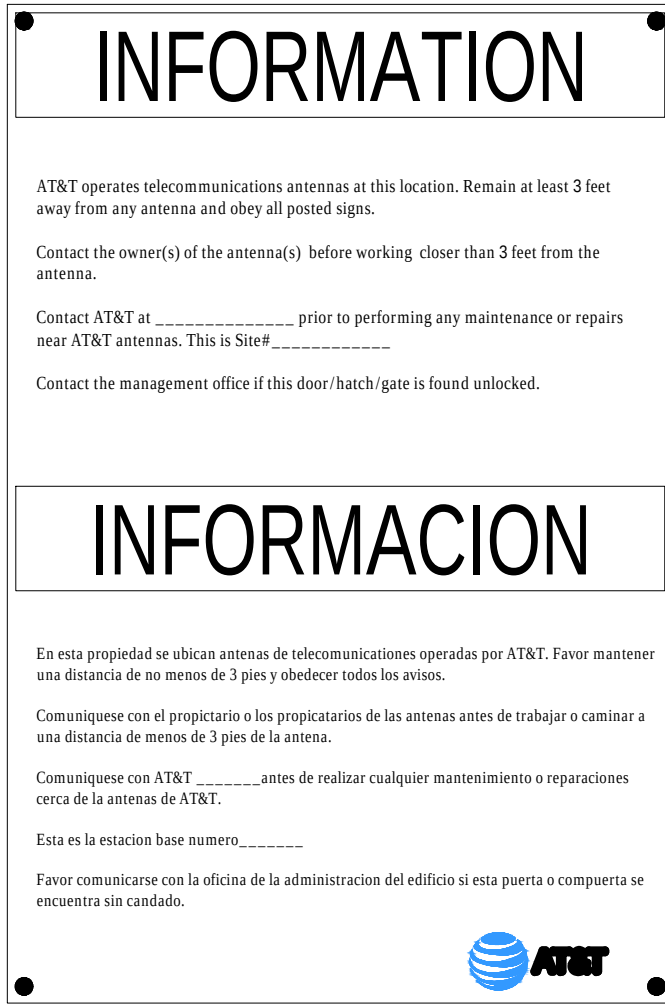
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THIS ROOM CONTAINS
LEAD ACID BATTERY SYSTEMS
AND
ENERGIZED CIRCUITS
Electrolyte Solutions Are Corrosive

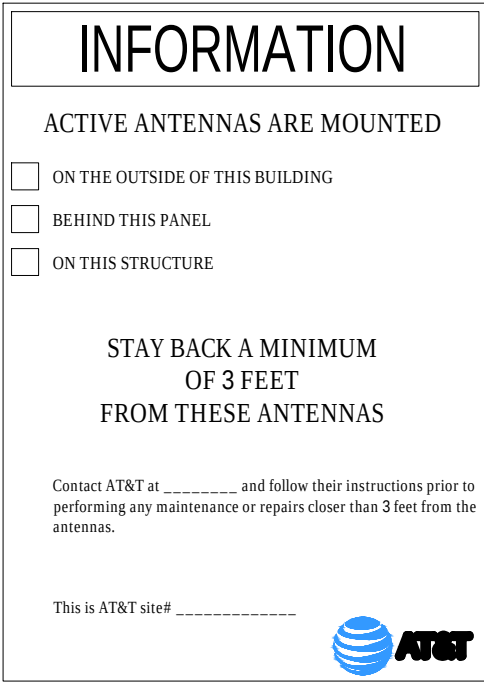
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INFO SIGN #1
NO SCALE



INFO SIGN #3
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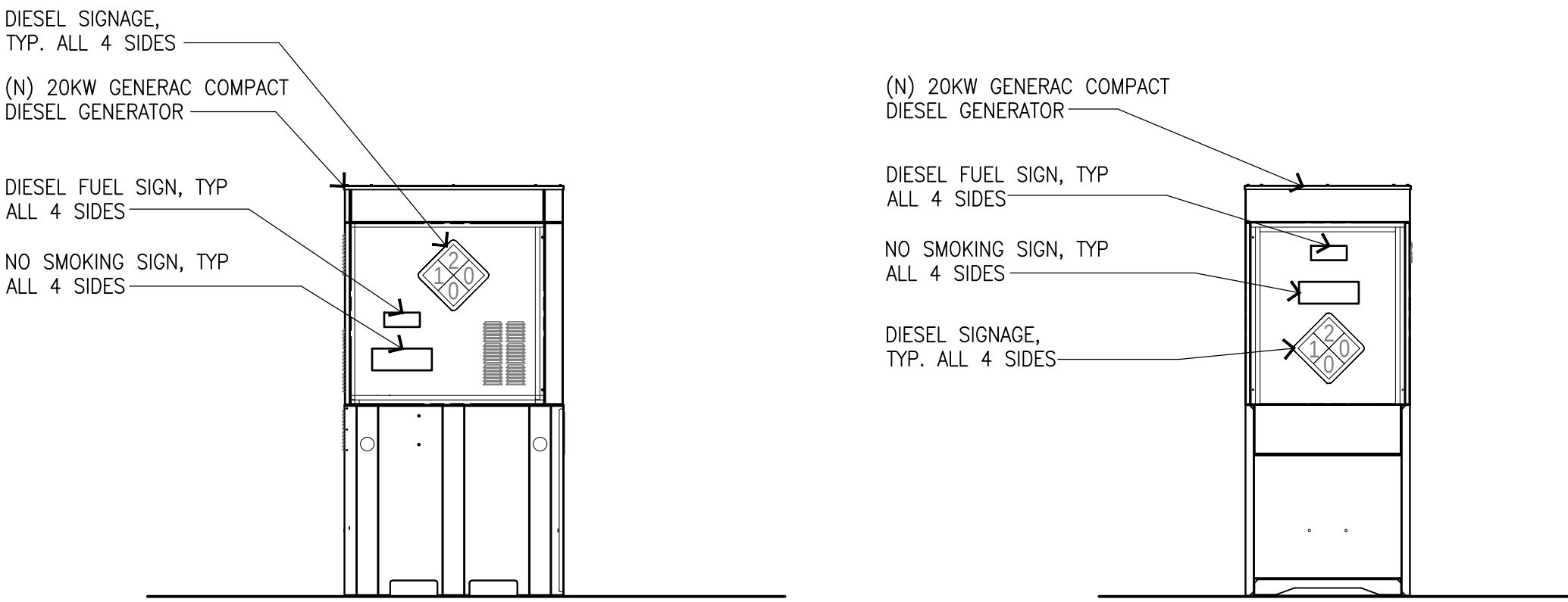


INFO SIGN #2
NO SCALE

GENERAL SIGNAGE GUIDELINES								
Structure Type	INFO SIGN #1	INFO SIGN #2	INFO SIGN #3	INFO SIGN #4	INFO SIGN #5	STRIPING	NOTICE SIGN	CAUTION SIGN
Towers	Monopole/Monopine/Monopalm	entrance gates, shelter doors OR on the outdoor cabinets	climbing side of the Tower	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		At the height of the first climbing step, min. 9ft above ground
	SCE Towers/ Towers with high voltage	entrance gates, shelter doors OR on the outdoor cabinets	climbing side of the Tower	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		At the height of the first climbing step, min. 9ft above ground
	Light Poles / Flag Poles	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		
	Utility Wood Poles (JPA)	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		If GP max value of MPE at antenna level is: 0-99%: Notice sign; over 99%: Caution sign at no less than 3ft below antenna and 9ft above ground
Rooftops	Microcells mounted on non-JPA poles	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	On the side of Antennas	On the shelter door or On one outdoor equipment cabinet		Notice or Caution sign at no less than 9ft above ground; only if the exposure exceeds 90% of the General Public exposure at 9ft above ground or at outside surface of adjacent buildings
	At all access points to the roof	X						
	On Antennas	X		X				
	Concealed Antennas	X	X					
Church Steeples	antennas mounted facing outside the building	X	X					
	antennas on support structure	X	X					
	Rooftop Graph: Radiation area is within 3ft from antenna	X	adjacent to each antenna			diagonal, yellow striping as to Rooftop graph		either Notice or Caution sign (based on Rooftop results) at antennas/barrier
	Radiation area is beyond 3ft from antenna	X	adjacent to each antenna					
Water Stations	Access to steeple	adjacent to antennas if antennas are concealed	On backside of Antennas	On the side of Antennas	On the shelter door or On one outdoor equipment cabinet			Caution sign at the antennas
	Access to ladder	adjacent to antennas if antennas are concealed	On backside of Antennas	On the side of Antennas	On the shelter door or On one outdoor equipment cabinet			Caution sign beside Info sign #1, min. 9ft above ground

Notes for Rooftop sites:
1. Either NOTICE or CAUTION signs need to be posted at each sector as close as possible to: the outer edge of the striped off area or the outer antennas of the sector.
2. If Rooftop shows: only blue = Notice Sign, blue and yellow = Caution Sign, only yellow = Caution Sign to be installed.
3. Should the required striping area interfere with any structures or equipment (AVC, vents, roof hatch, doors, other antennas, dishes, etc.), please notify AT&T to modify the striping area, prior to starting the work

SIGNAGE GUIDELINES CHART
NO SCALE



GENERATOR SIGNAGE DETAIL



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4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
1	03/05/24	100% CD - REVISED W/ 75' MONOPINE
0	01/11/24	100% CONSTRUCTION DRAWINGS
B	11/01/23	90% CONSTRUCTION DRAWINGS

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MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY: JEM
CHECKED BY: JS

SHEET TITLE:
GENERAL SIGNAGE

SHEET NUMBER:
GS-1

03/10/2022

BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA ZONE SIX STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983(2011) (EPOCH 2019.25). DETERMINED BY GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE SMARTNET REFERENCE NETWORK.

PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12B' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'SMARTNET' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #06059C0106J, DATED 12/03/2009.

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

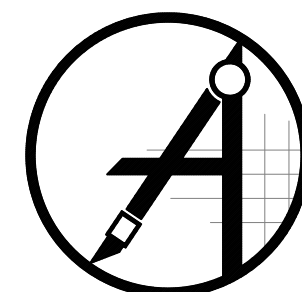
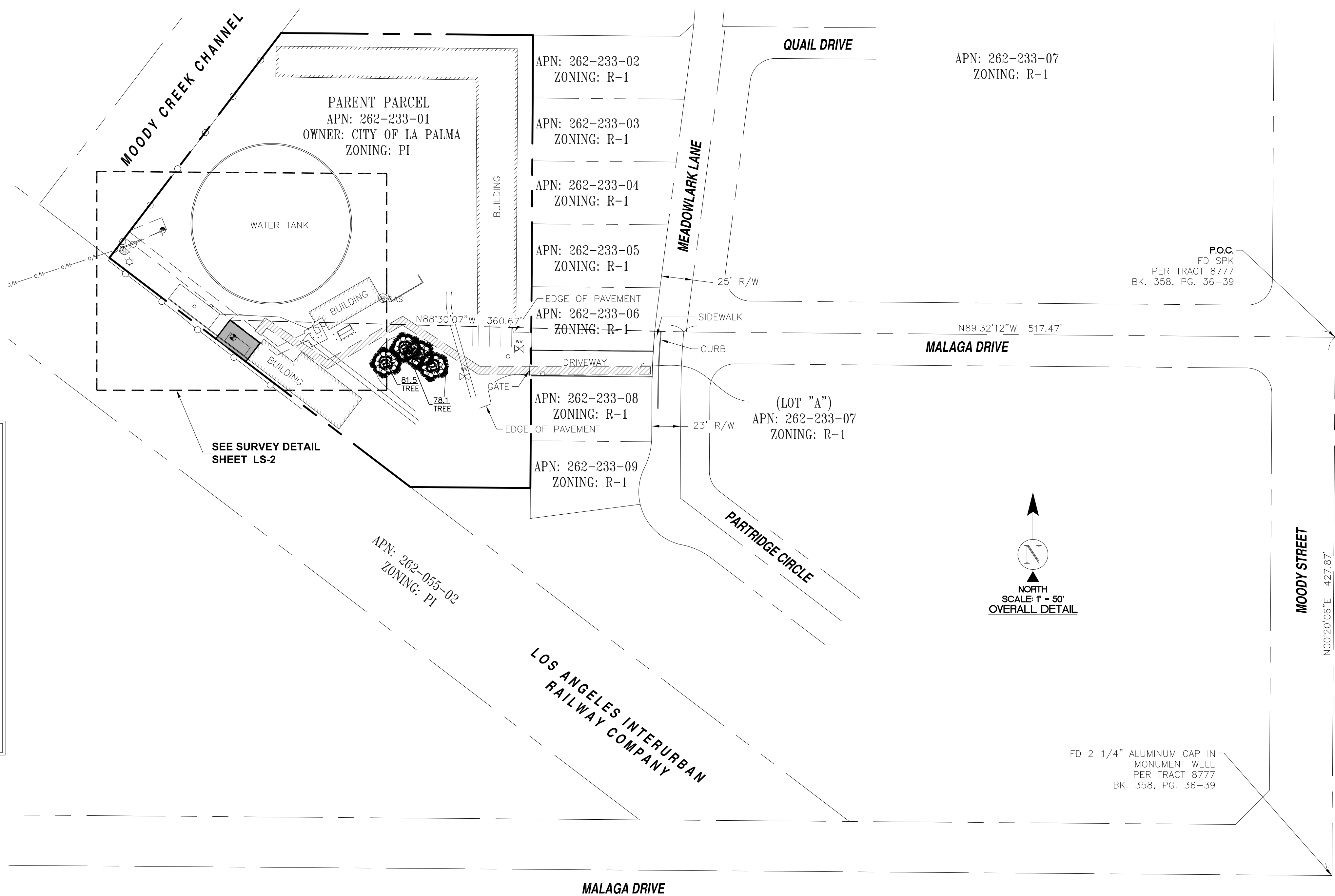
THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD
INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY
OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

SEE SHEET LS-2



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3	11/01/23	NEW DESIGN (C)	(SB)
2	8/01/22	UPDATE (C)	
1	4/20/22	DESIGN (C)	
0	3/30/22	TITLE WORK (C)	
A	3/15/22	PRELIMINARY	
REV	DATE	DESCRIPTION	



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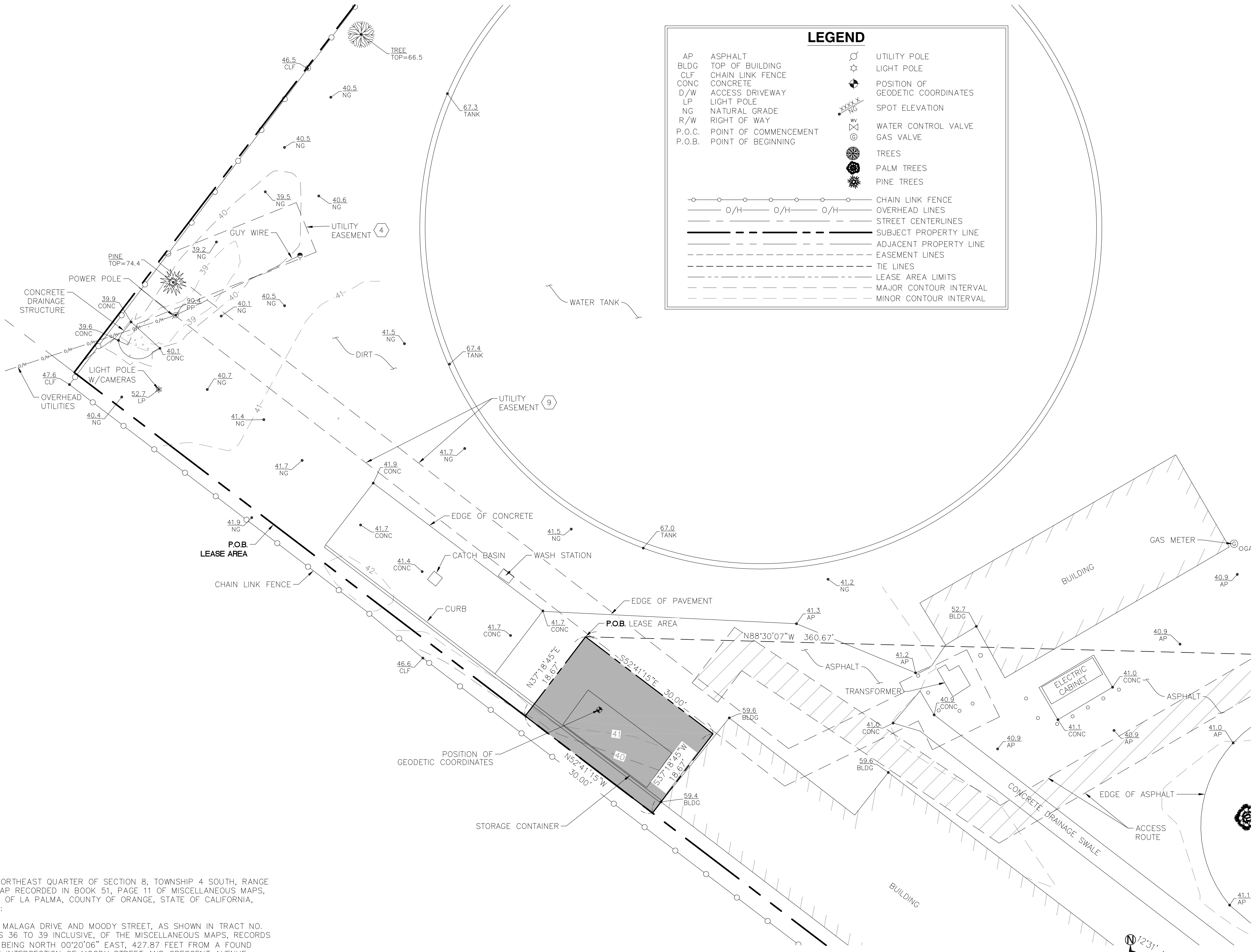
CLL00939

8415 MEADOWLARK LANE
LA PALMA, CA 90623

SHEET TITLE
SITE SURVEY

SHEET NUMBER

LS-1



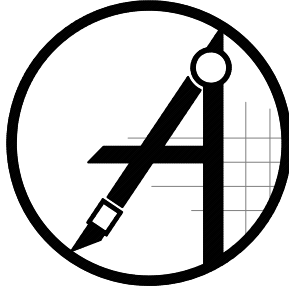
LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF THE COUNTY OF ORANGE, IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SPIKE AT THE INTERSECTION OF MALAGA DRIVE AND MOODY STREET, AS SHOWN IN TRACT NO. 8777, AS PER MAP RECORDED IN BOOK 358, PAGES 36 TO 39 INCLUSIVE, OF THE MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA, SAID POINT BEING NORTH 00°20'06" EAST, 427.87 FEET FROM A FOUND ALUMINUM CAP IN A MONUMENT WELL MARKING THE INTERSECTION OF MOODY STREET AND CRESCENT AVENUE; THENCE ALONG THE CENTERLINE OF MALAGA DRIVE, NORTH 89°32'12" WEST, 517.47 FEET TO THE INTERSECTION OF SAID MALAGA DRIVE AND PARTRIDGE CIRCLE; THENCE LEAVING SAID INTERSECTION, NORTH 88°30'07" WEST, 360.67 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 52°41'15" EAST, 30.00 FEET; THENCE SOUTH 37°18'45" WEST, 18.67 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE LOS ANGELES INTERURBAN RAILWAY CO.; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 52°41'15" WEST, 30.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 37°18'45" EAST, 18.67 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 560 SQUARE FEET (0.013 ACRES) OF LAND, MORE OR LESS.



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3	11/01/23	NEW DESIGN (C)	(SB)
2	8/01/22	UPDATE (C)	
1	4/20/22	DESIGN (C)	
0	3/30/22	TITLE WORK (C)	
A	3/15/22	PRELIMINARY	
REV	DATE	DESCRIPTION	



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8415 MEADOWLARK LANE
LA PALMA, CA 90623

SHEET TITLE
SURVEY DETAIL

SHEET NUMBER
LS-2

PARENT PARCEL LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH 360.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE NORTH 20 ACRES OF THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, WHICH IS NORTHEASTERLY OF THE LOS ANGELES INTER-URBAN RAILWAY COMPANY RIGHT OF WAY RECORDED NOVEMBER 14, 1905 IN BOOK 122, PAGE 262 OF DEEDS.

EXCEPT THE EAST 638.60 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED NOVEMBER 21, 1961 IN BOOK 5919, PAGE 512 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, AS MORE PARTICULARLY SET FORTH AND PROVIDED IN VARIOUS INSTRUMENTS OF RECORD.

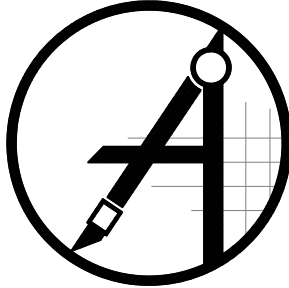
APN: 262-233-01

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER NUMBER 92016882-920-CMM-CM8 ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED JANUARY 25, 2022. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
2. USE AND CONTROL OF CIENEGAS AND NATURAL STREAMS OF WATER, IF ANY, NATURALLY UPON, FLOWING ACROSS, INTO OR BY SAID TRACT, AND THE RIGHT OF WAY FOR AND TO CONSTRUCT IRRIGATION OR DRAINAGE DITCHES THROUGH SAID LAND TO IRRIGATE OR DRAIN THE ADJACENT LAND, AS RESERVED IN A DEED
RECORDING DATE: SEPTEMBER 3, 1892
RECORDING NO.: BOOK 77, PAGE 35 OF DEEDS
(BLANKET IN NATURE)
3. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS SHOWN ON
MAP: RECORD OF SURVEY
RECORDING NO: BOOK 26, PAGE 32 OF RECORD OF SURVEY
(NOTHING TO PLOT)
4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: MARCH 20, 1967
RECORDING NO: BOOK 8202, PAGE 826 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
(AS SHOWN ON SURVEY - DOES NOT AFFECT LEASE AREA)
7. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS SHOWN ON
MAP: RECORD OF SURVEY
RECORDING NO: BOOK 99, PAGE 1 OF RECORD OF SURVEY
(NOTHING TO PLOT)
8. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: ORANGE COUNTY WATER DISTRICT
PURPOSE: EXCAVATING A WATER WELL AND FOR INGRESS AND EGRESS FOR SAMPLING AND MONITORING OF THE WATER WELL
RECORDING DATE: JANUARY 11, 1984
RECORDING NO: 14436 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.
(BLANKET IN NATURE)
9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: MARCH 5, 1986
RECORDING NO: 88086 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
(AS SHOWN ON SURVEY - AFFECTS LEASE AREA AND ACCESS ROUTE)
10. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.
(THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
11. ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
THE COMPANY WILL REQUIRE, FOR REVIEW, A FULL AND COMPLETE COPY OF ANY UNRECORDED AGREEMENT, CONTRACT, LICENSE AND/OR LEASE, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS THERETO, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE WITHOUT EXCEPTING THIS ITEM FROM COVERAGE.
THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID DOCUMENTS.
(THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)



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11/02/2023

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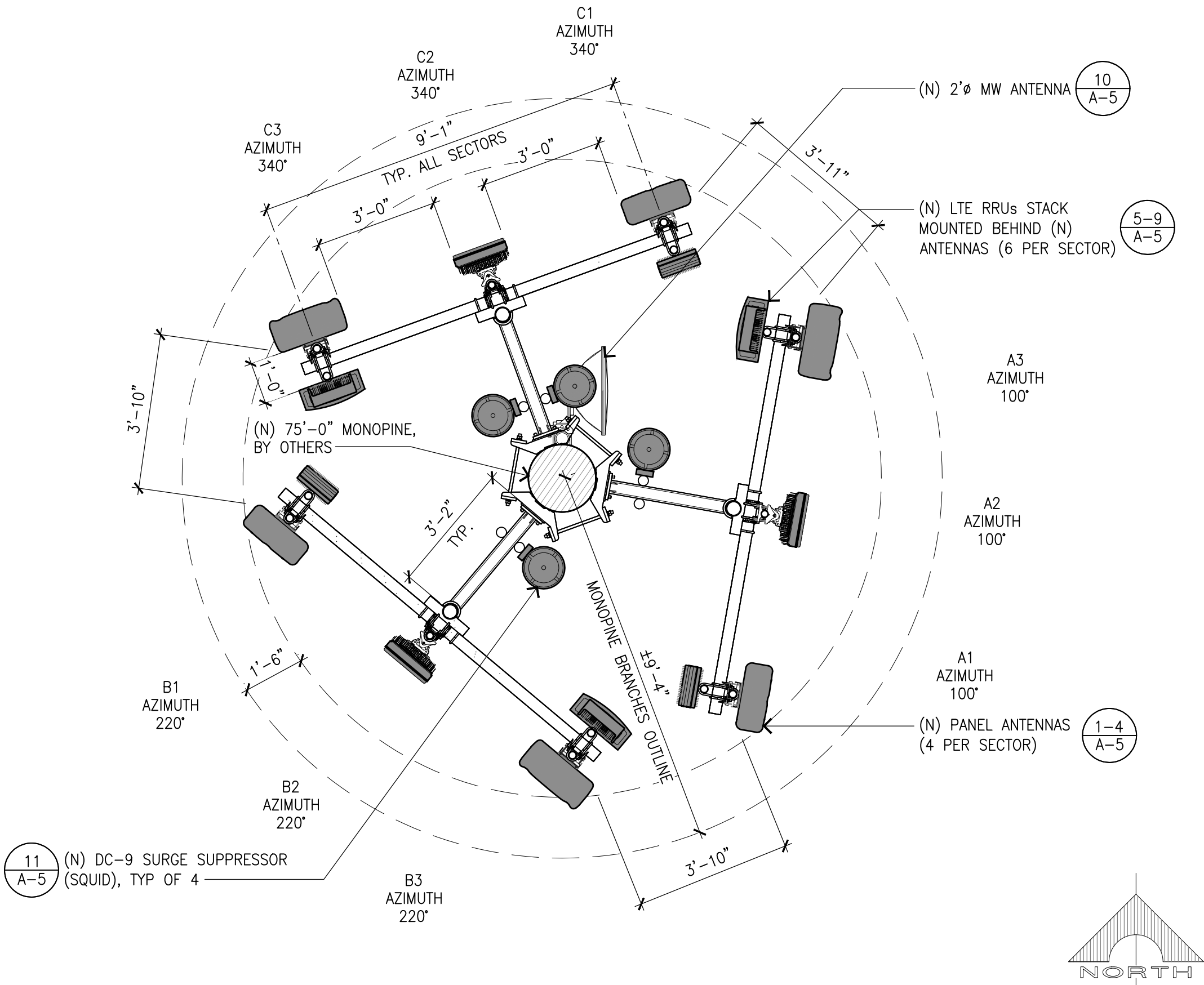
8415 MEADOWLARK LANE
LA PALMA, CA 90623

SHEET TITLE
NOTES

SHEET NUMBER

LS-3

NOTES:
- NO EXPOSED PIPES ABSENT ANTENNAS SHALL BE INSTALLED ANYTIME.
- PAINTING OF BRACKETS, PIPE, MOUNTS, ETC. SHOULD MATCH THE COLOR OF MONOPINE FOLIAGE.
- ALL ANTENNAS TO HAVE PINE SOCKS



ANTENNA PLAN

SCALE:
3/8"=1'-0" **3**

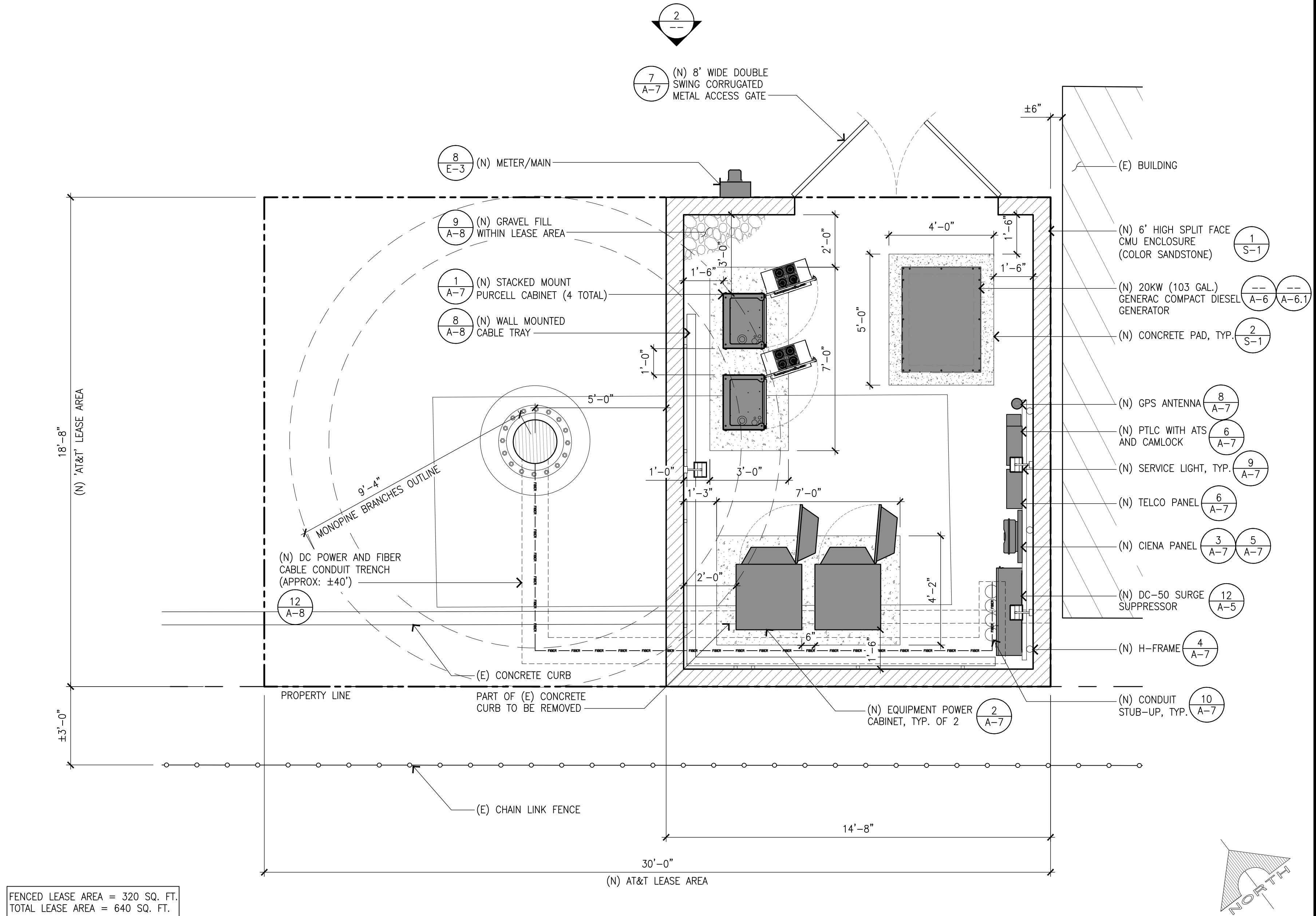
PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS						
SECTOR	PROPOSED TECHNOLOGY	ANTENNA		ANTENNA AZIMUTH	RAD CENTER	TRANSMISSION LINES (LENGTH FT +/-)
		AIR/HEX/8-PORT	SIZE (4'; 6'; 8')			
ALPHA SECTOR	A1	LTE	COMMSCOPE NNH4-65C-R6-V3	8'	100'	61'-0" <12' +/- 70'
	A2	LTE	ERICSSON AIR6449 N77D + AIR6419 N77G	2'-7" + 2'-4"	100'	<12' +/- 70'
	A3	LTE	QUINTEL QD8616-7 COMMSCOPE	8'	100'	61'-0" <12' +/- 70'
BETA SECTOR	B1	LTE	COMMSCOPE NNH4-65C-R6-V3	8'	220'	61'-0" <12' +/- 70'
	B2	LTE	ERICSSON AIR6449 N77D + AIR6419 N77G	2'-7" + 2'-4"	220'	<12' +/- 70'
	B3	LTE	QUINTEL QD8616-7 COMMSCOPE	8'	220'	61'-0" <12' +/- 70'
GAMMA SECTOR	C1	LTE	COMMSCOPE NNH4-65C-R6-V3	8'	340'	61'-0" <12' +/- 70'
	C2	LTE	ERICSSON AIR6449 N77D + AIR6419 N77G	2'-7" + 2'-4"	340'	<12' +/- 70'
	C3	LTE	QUINTEL QD8616-7	8'	340'	61'-0" <12' +/- 70'

REMOTE RADIO UNITS (RRU'S)						
SECTOR	RRU UP OR DOWN	RRU COUNT	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES		
				ABOVE	BELOW	SIDES
ALPHA SECTOR	A1	UP	3	<12'	18"	8" 8"
	A2	UP	-	<12'	18"	8" 8"
	A3	UP	3	<12'	18"	8" 8"
BETA SECTOR	B1	UP	3	<12'	18"	8" 8"
	B2	UP	-	<12'	18"	8" 8"
	B3	UP	3	<12'	18"	8" 8"
GAMMA SECTOR	C1	UP	3	<12'	18"	8" 8"
	C2	UP	-	<12'	18"	8" 8"
	C3	UP	3	<12'	18"	8" 8"

ANTENNA AND RRU SCHEDULE (PENDING RFDS)

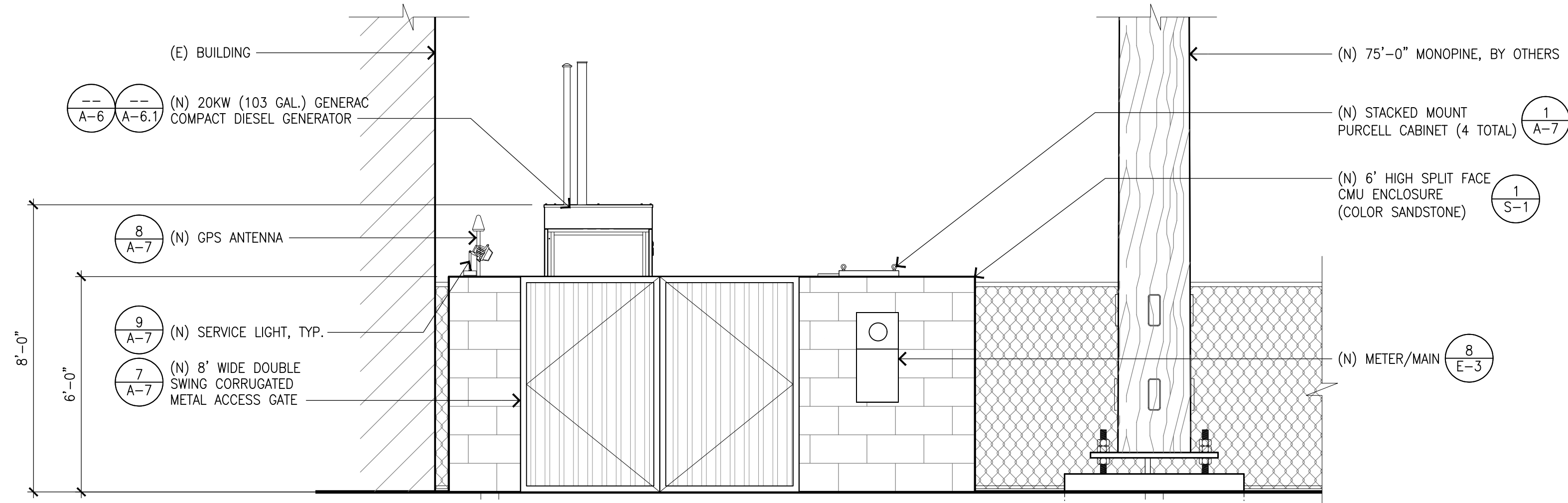
4

EQUIPMENT ELEVATION



LEASE AREA PLAN

SCALE:
3/8"=1'-0" **1**



SCALE:
3/8"=1'-0" **2**



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REV	DATE	DESCRIPTION
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0	01/11/24	100% CONSTRUCTION DRAWINGS
B	11/01/23	90% CONSTRUCTION DRAWINGS

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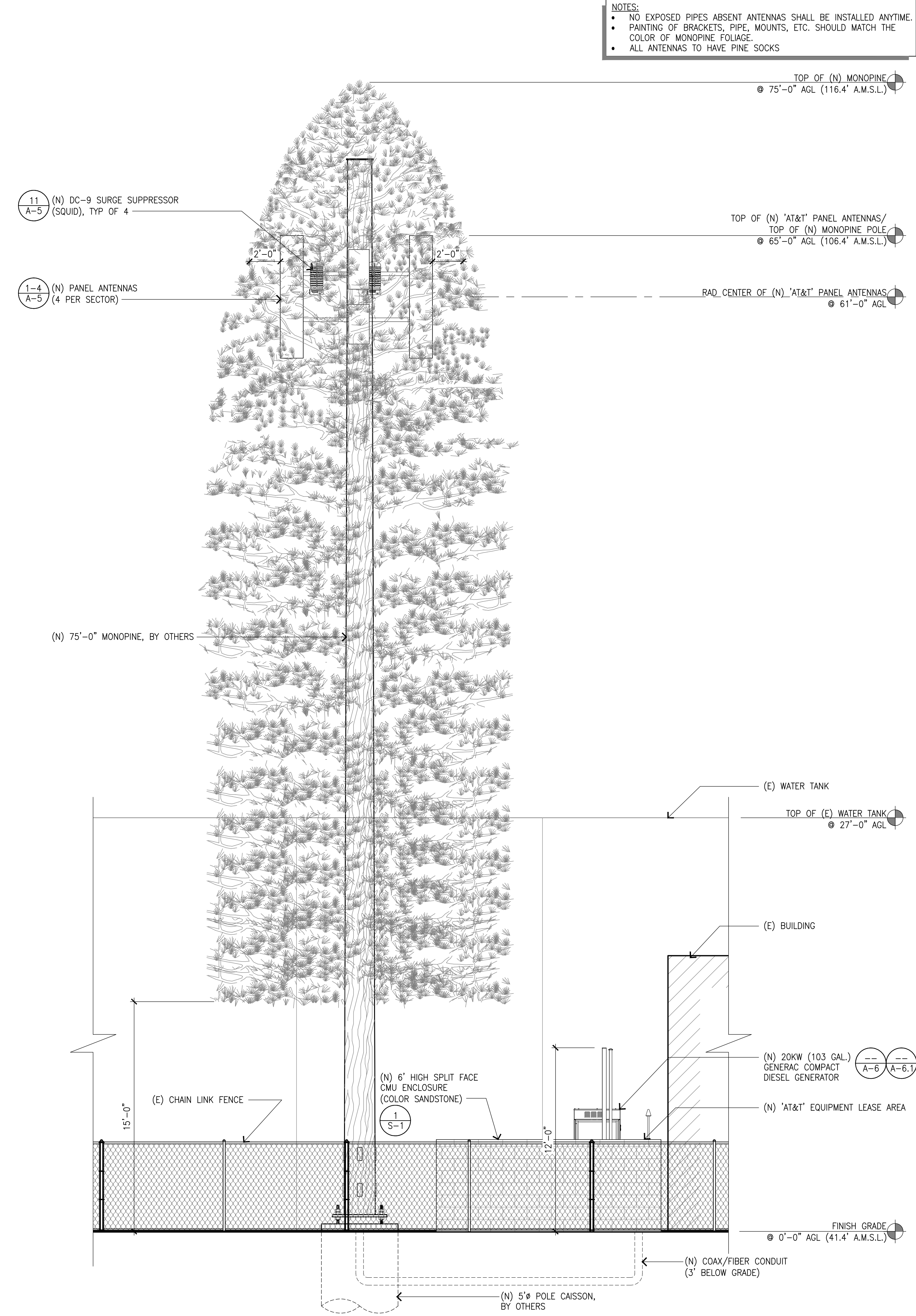
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MOODY
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MONOPINE (OUTDOOR)

DRAWN BY: JEM
CHECKED BY: JS

SHEET TITLE:
LEASE AREA/ANTENNA PLAN
AND ANTENNA/RRU SCHEDULE

SHEET NUMBER:
A-2

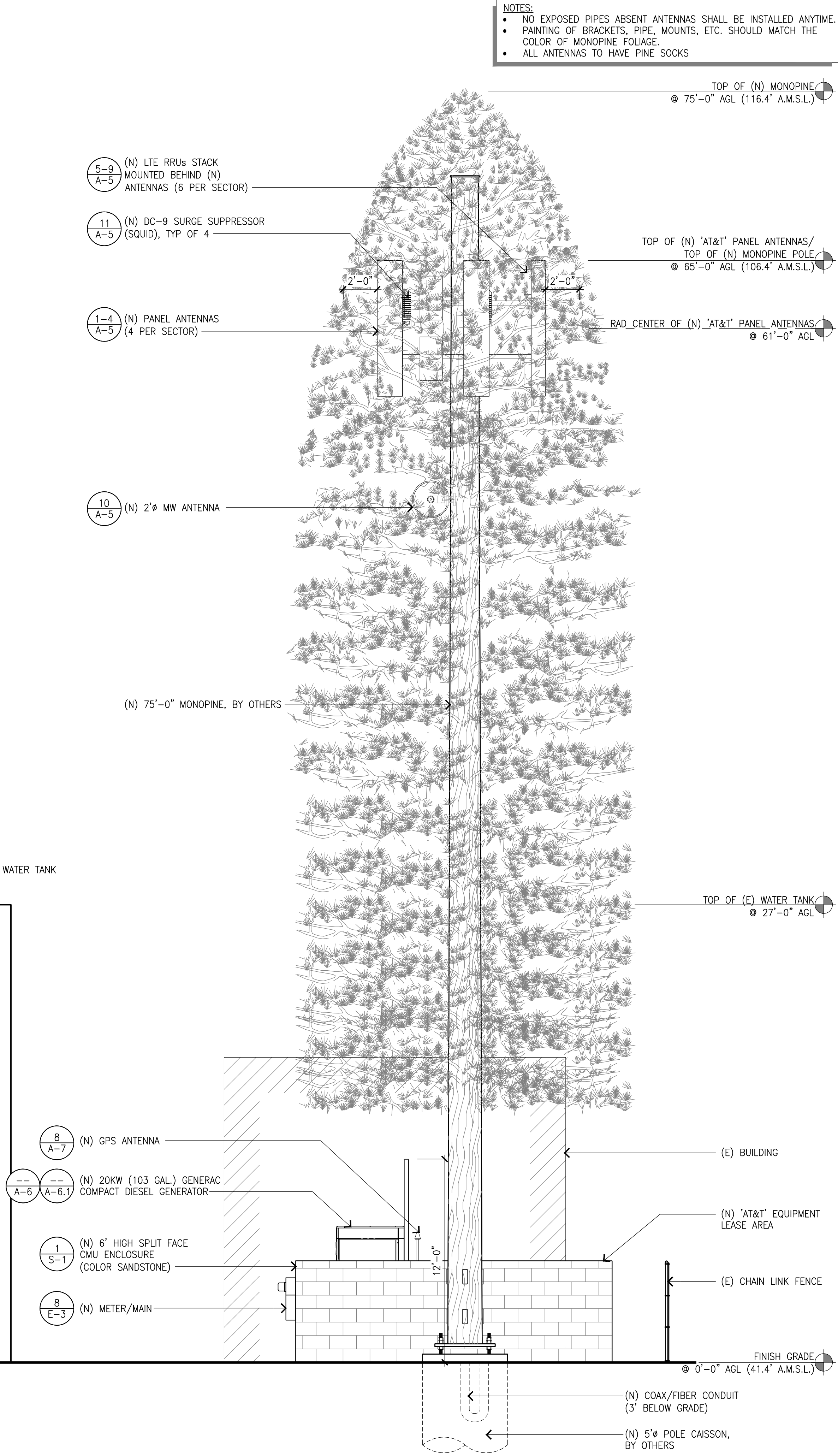


SOUTHWEST ELEVATION

SCALE:
1/4"=1'-0"

2

NORTHWEST ELEVATION



SCALE:
1/4"=1'-0"

1



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TEL: (949) 387-1265
FAX: (949) 387-1275



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
1	03/05/24	100% CD - REVISED W/ 75' MONOPINE
0	01/11/24	100% CONSTRUCTION DRAWINGS
B	11/01/23	90% CONSTRUCTION DRAWINGS

NOT TO BE USED
FOR CONSTRUCTION

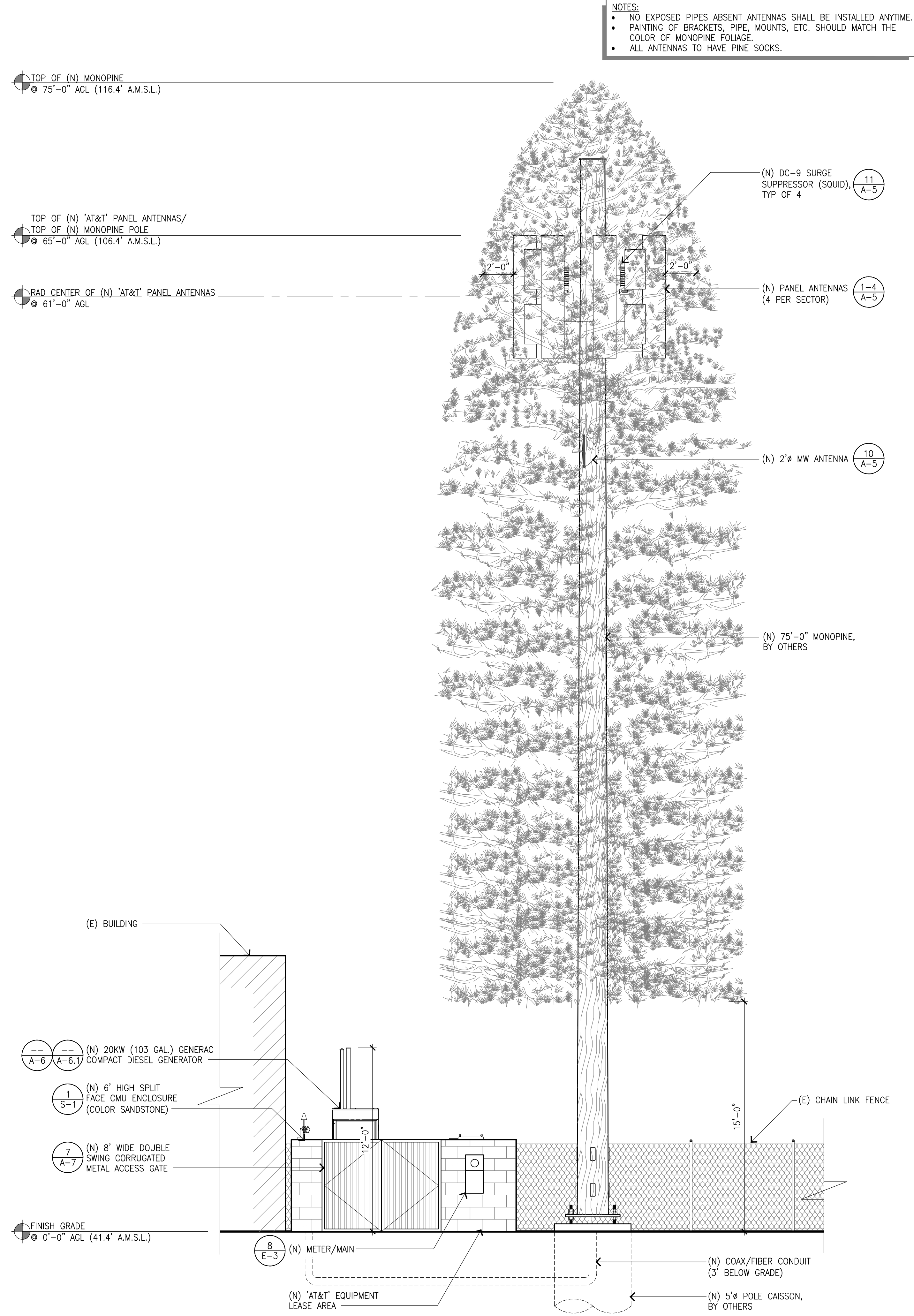
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CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY: JEM
CHECKED BY: JS

SHEET TITLE:
ELEVATIONS

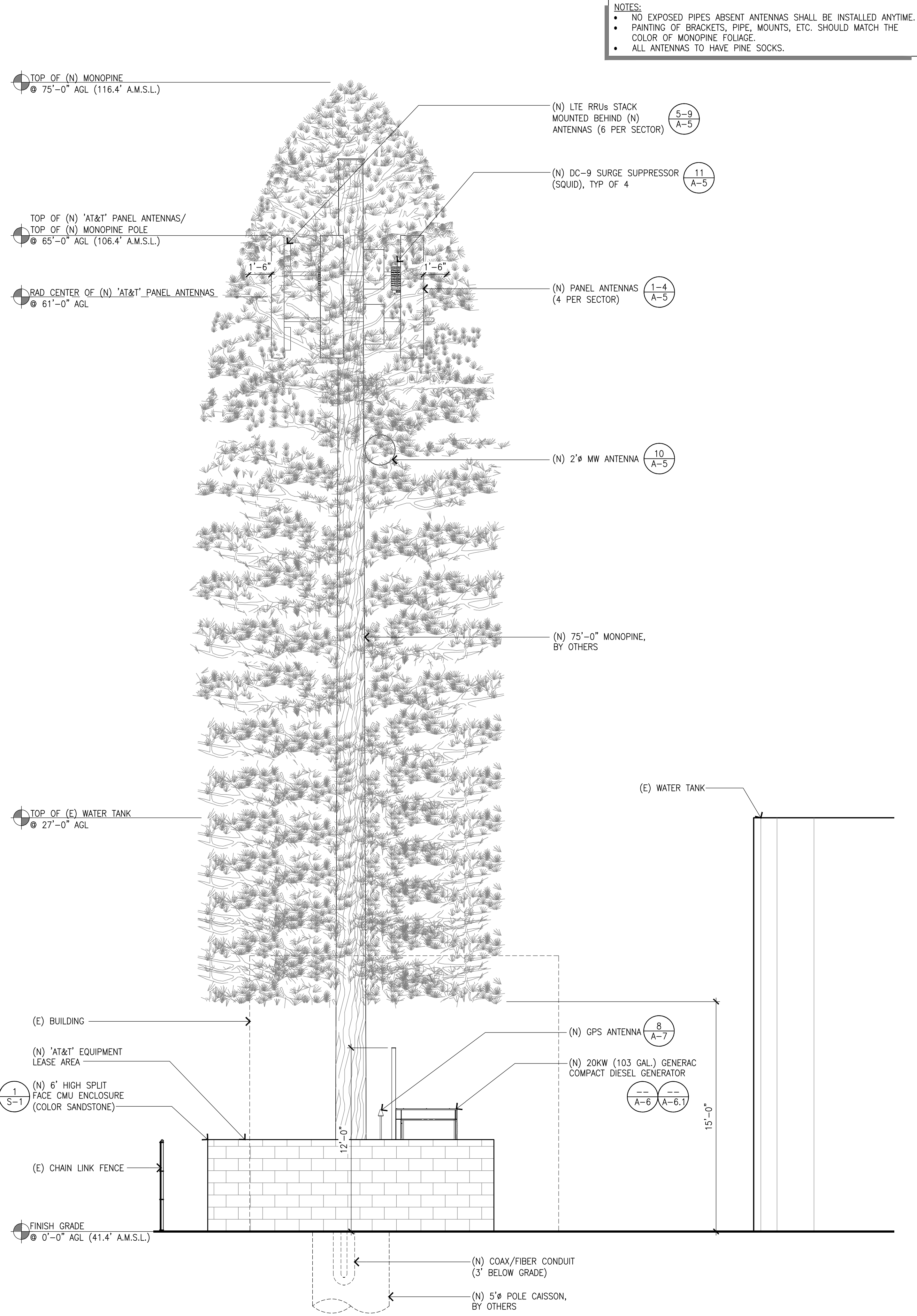
SHEET NUMBER:
A-3



NORTHEAST ELEVATION

SCALE:
1/4"=1'-0"

2



SOUTHEAST ELEVATION

SCALE:
1/4"=1'-0"

1



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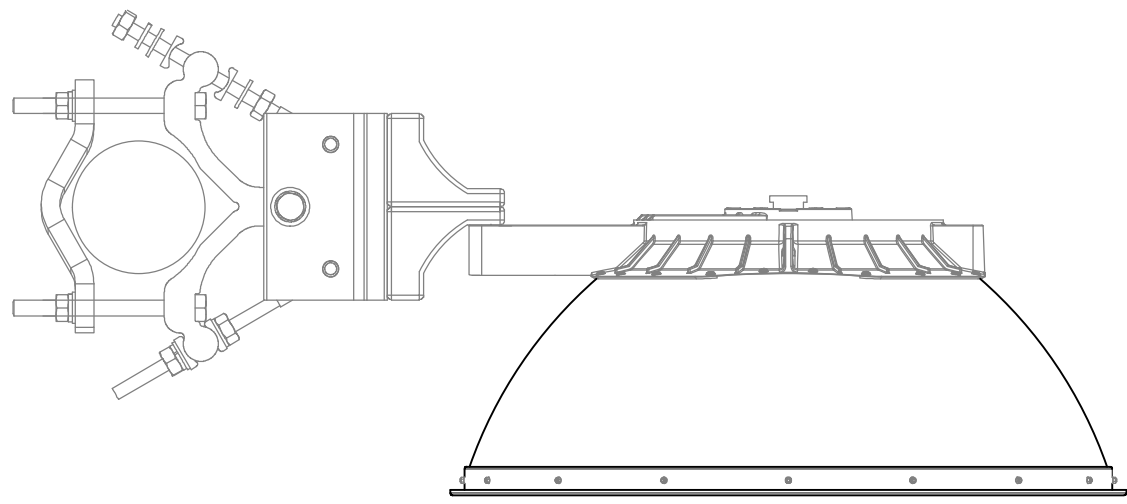
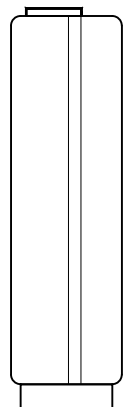
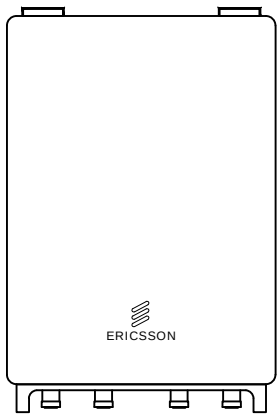
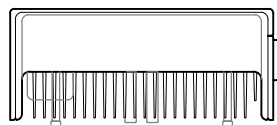
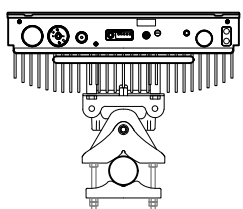
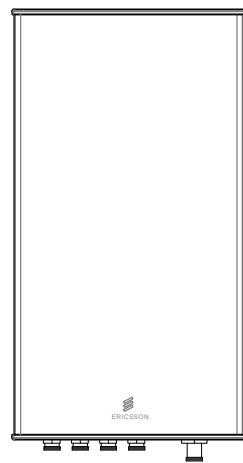
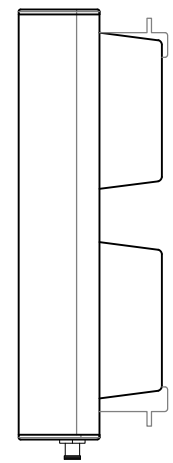
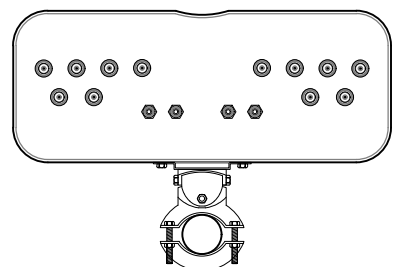
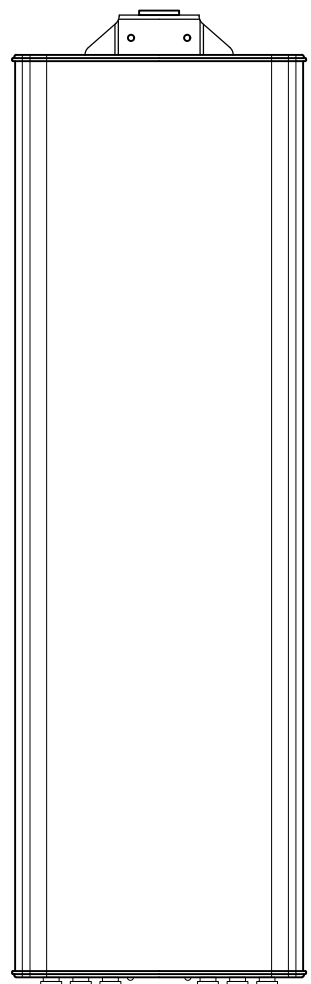
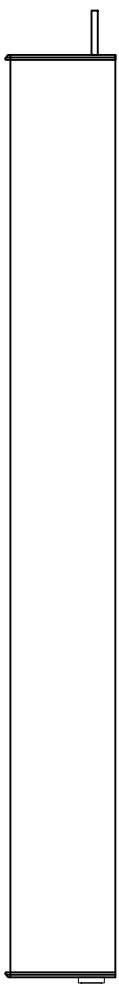
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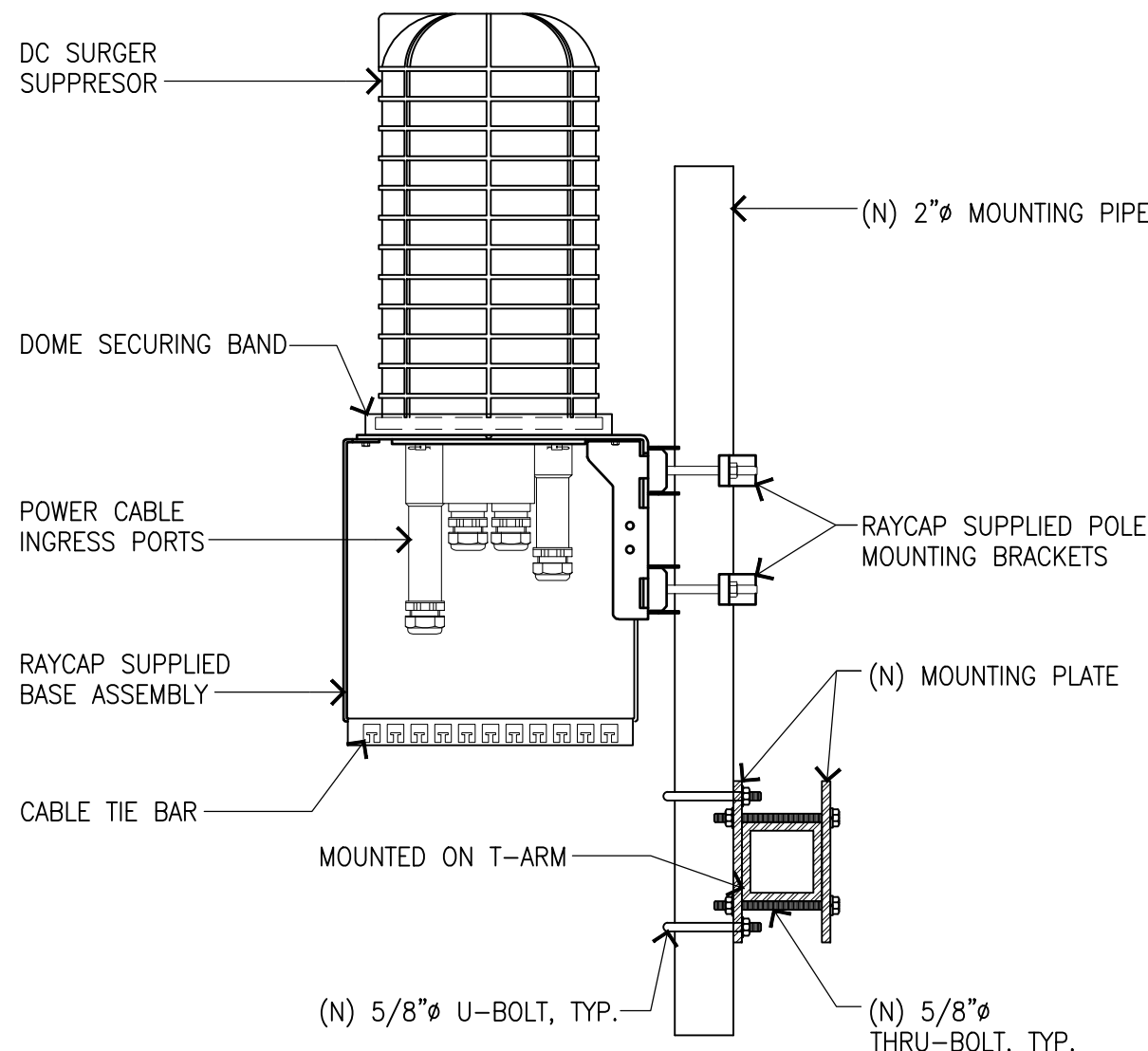
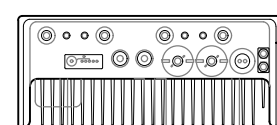
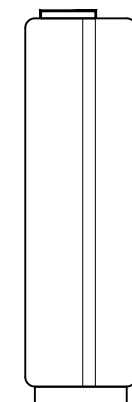
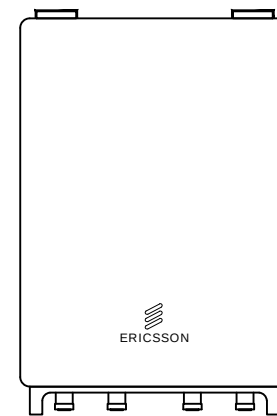
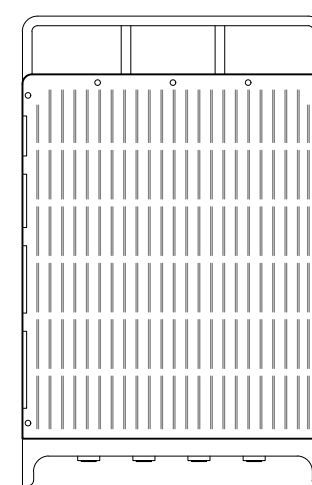
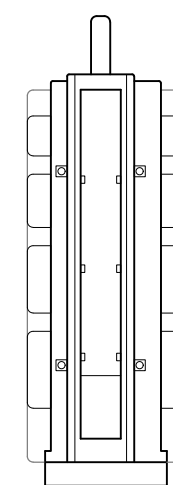
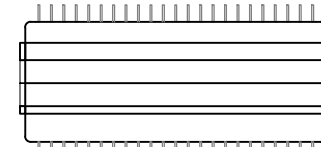
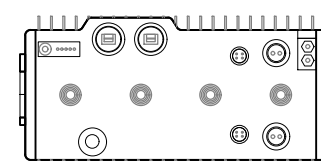
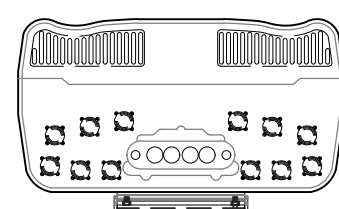
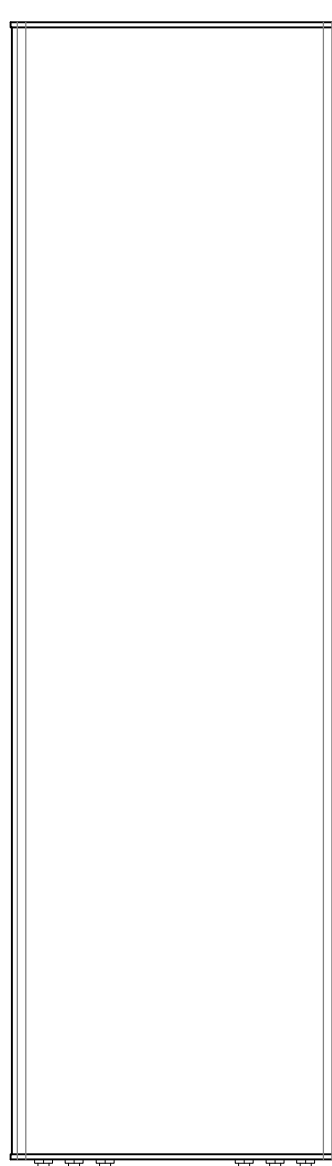
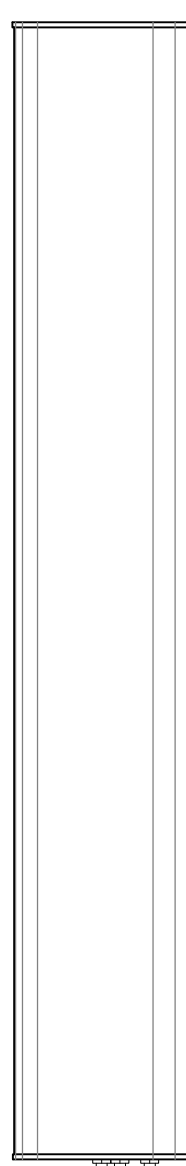
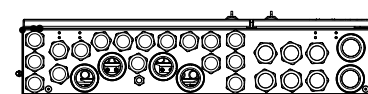
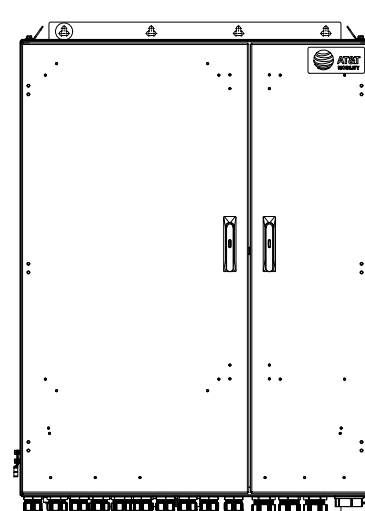
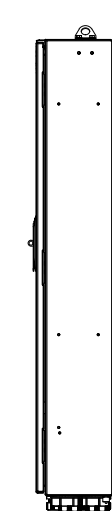
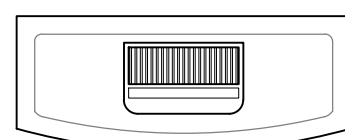
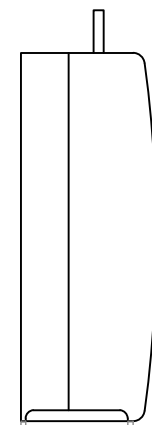
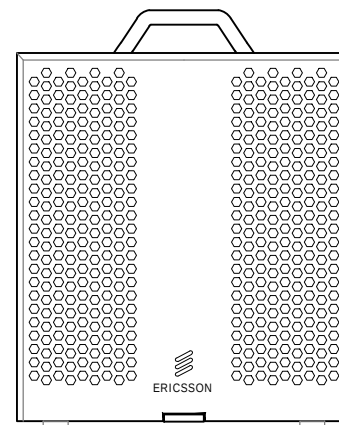
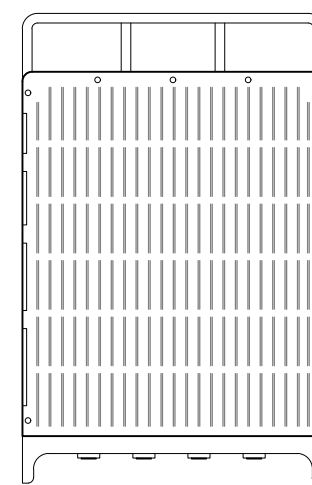
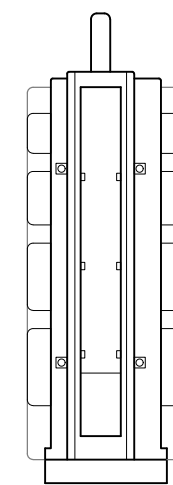
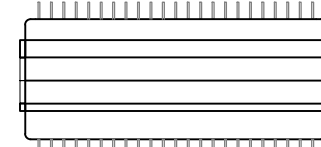
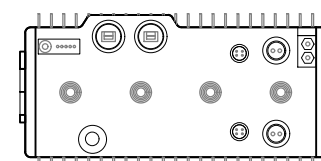
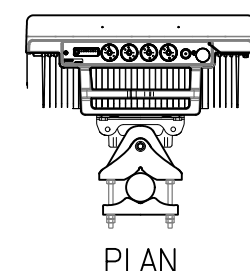
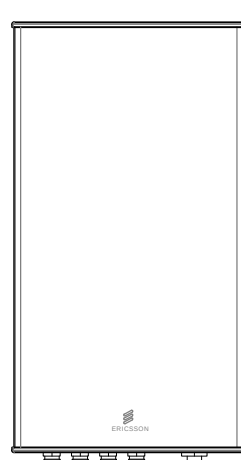
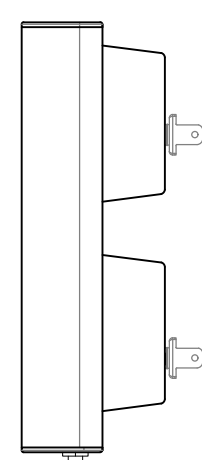
CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY: JEM
CHECKED BY: JS

SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A-4

MANUFACTURER: COMMSCOPE MODEL NO.: VHLP2-18 DIMENSIONS, Ø: 2.0" WEIGHT: 27 lbs. 	MANUFACTURER: ERICSSON MODEL NO.: RRUS 4478 B14 DIMENSIONS, HxDxW: 15"x7.3"x13.2" WEIGHT: 59.4 lbs  SIDE VIEW  FRONT VIEW  TOP VIEW	MANUFACTURER: ERICSSON MODEL: AIR6419 B77G DIMENSIONS, HxWxD: 28.3" X 16.1" X 7.9" WEIGHT (W MOUNTING HARDWARE): 55.4 lbs.  PLAN  FRONT VIEW  SIDE VIEW	MANUFACTURER: COMMSCOPE MODEL NO.: NNH4-65C-R6-V3 DIMENSIONS, HxWxD: 96"x19.6"x7.8" WEIGHT: 102.1 lbs  BOTTOM VIEW  FRONT VIEW  SIDE VIEW
--	--	--	--

MW SPECIFICATIONS	10	RRUS SPECIFICATIONS	7	ANTENNA SPECIFICATIONS	4	ANTENNA SPECIFICATIONS	1
MANUFACTURER: RAYCAP MODEL: DC9-48-60-24-8C-EV DIMENSIONS, HxWxD: 10.24"Ø x31.4" WEIGHT, WITH PRE-MOUNTED BRACKETS: 26.2 lbs 	MANUFACTURER: ERICSSON MODEL NO.: RRUS 4415 B30 DIMENSIONS, HxDxW: 16.5"x13.4"x5.9" WEIGHT: 46 lbs  TOP VIEW  SIDE VIEW  FRONT VIEW	MANUFACTURER: ERICSSON MODEL: RRUS 4449 B5/B12 DIMENSIONS, WxDxH: 13.1"x9.3"x14.9" WEIGHT (W/O MOUNTING HARDWARE): 33.6 Kg/74 lbs  FRONT VIEW  SIDE VIEW  TOP VIEW  BOTTOM VIEW	MANUFACTURER: QUNTEL MODEL NO.: QD8616-7 DIMENSIONS, HxWxD: 96"x22"x9.6" WEIGHT: 150 lbs  BOTTOM VIEW  FRONT VIEW  SIDE VIEW				
DC-09 (SQUID) SURGE SUPPRESSOR	11	RRUS SPECIFICATIONS	8	RRUS SPECIFICATIONS	5	ANTENNA SPECIFICATIONS	2
MANUFACTURER: RAYCAP MODEL: DC50-48-60-96-50F DIMENSIONS, WxDxH: 40.0" x 8.91" x 58.50"  BOTTOM VIEW  FRONT VIEW  SIDE VIEW	MANUFACTURER: ERICSSON MODEL NO.: RRUS E2 B29 DIMENSIONS, HxDxW: 20.4"x7.5"x18.5" WEIGHT: 60 lbs  TOP VIEW  SIDE VIEW  FRONT VIEW	MANUFACTURER: ERICSSON MODEL: RRUS 8843 B25/B66A DIMENSIONS, WxDxH: 13.1"x11.0"x14.96" WEIGHT (W/O MOUNTING HARDWARE): 32.6 Kg/71.87 lbs  FRONT VIEW  SIDE VIEW  TOP VIEW  BOTTOM VIEW	MANUFACTURER: ERICSSON MODEL: AIR6449 N77D DIMENSIONS, HxWxD: 31" X 15.9" X 8.7" WEIGHT (W MOUNTING HARDWARE): 104 lbs.  PLAN  FRONT VIEW  SIDE VIEW				
DC-50 (OUTDOOR UNIT) SPECS	12	RRUS SPECIFICATIONS	9	RRUS SPECIFICATIONS	6	ANTENNA SPECIFICATIONS	3



AT&T

1452 EDINGER AVE.
TUSTIN, CALIFORNIA 92780

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4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

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REV	DATE	DESCRIPTION

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MONOPINE (OUTDOOR)

DRAWN BY:
JEM

CHECKED BY:
JS

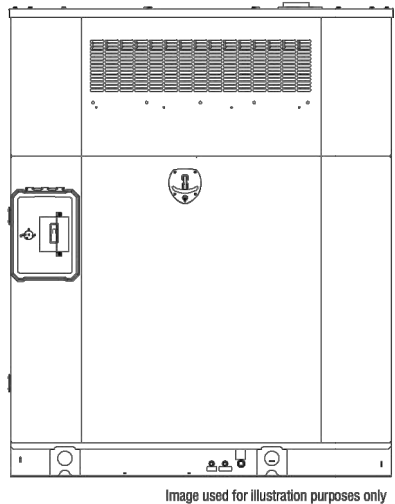
SHEET TITLE:
EQUIPMENT SPECIFICATIONS

SHEET NUMBER:
A-5

SDC020 | 2.2L | 20 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency



Standby Power Rating
20 kW, 25 kVA, 60 Hz



*EPA Certified Prime ratings are not available in the US or its Territories

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

- UL2000, UL6200, UL1236, UL489, UL142
- CSA C22-2, ULC S601
- BS5514 and DIN 6271
- SAE J1349
- NFPA 37, 70, 99, 110
- NEC700, 701, 702, 708
- ISO 3046, 7637, 8526, 9001
- NEMA ICS10, MG1, 250, ICS6, AB1
- ANSI C62.41

Powering Ahead

For over 60 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac gensets globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SDC020 | 2.2L | 20 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency



OPERATING DATA

POWER RATINGS

Standby			
Single-Phase 120/240 VAC @1.0pf	20 kW, 20 kVA	Amps: 83	
Three-Phase 120/208 VAC @0.8pf	20 kW, 25 kVA	Amps: 70	
Three-Phase 120/240 VAC @0.8pf	20 kW, 25 kVA	Amps: 60	
Three-Phase 277/480 VAC @0.8pf	20 kW, 25 kVA	Amps: 30	

MOTOR STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip			
120/240 VAC 1Ø	30%	277/480 VAC 3Ø	30%
A0035044N26	50	K0035124Y26	68
		K0035124Y26	50

FUEL CONSUMPTION RATES*

Fuel Pump L/R- ft (m)		Diesel - gph (Lph)	
3 (1)		Percent Load	Standby
		25%	0.6 (2.1)
		50%	0.9 (3.5)
		75%	1.3 (4.9)
		100%	1.6 (6.2)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

Standby	
Air Flow (Fan Air Flow Across Radiator) - Compact	cfm (m³/min)
Coolant Flow	gpm (L/min)
Coolant System Capacity	gal (L)
Heat Rejection to Coolant	BTU/hr (kW)
Inter Air	cfm (m³/min)
Maximum Operating Ambient Temperature	°F (°C)
Maximum Operating Ambient Temperature (Before Derate)	See Bulletin No. 0199280SSD
Maximum Additional Radiator Backpressure	In H ₂ O (kPa)

COMBUSTION AIR REQUIREMENTS

Standby	
Flow at Rated Power - cfm (m³/min)	61.4 (1.7)

ENGINE		EXHAUST	
Rated Engine Speed	RPM	Exhaust Flow (Rated Output)	cfm (m³/min)
Horsepower at Rated kW**	hp	Maximum Allowable Backpressure	InHg (kPa)
Piston Speed	ft/min (m/min)	Exhaust Temperature (Rated Output)	°F (°C)
BMEP	psi (kPa)		

** Refer to "Emissions Data Sheet" for maximum bhp for EPA and SCAQMD permitting purposes.

Deration - Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards. Standby - See Bulletin 018750SSB Prime - See Bulletin 018751OSSB

SDC020 | 2.2L | 20 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency



STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Engine Coolant Heater

FUEL SYSTEM

- Fuel Lockoff Solenoid
- Primary Fuel Filter

COOLING SYSTEM

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze

ELECTRICAL SYSTEM

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Permanent Magnet Excitation
- Level 2 Sound Attenuated
- Torque Lock Handle
- RhinoCoat™ - Textured Polyester Powder Coat Paint

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood

ENCLOSURE

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material
- Gasketed Doors
- Aluminum Enclosure
- Level 2 Sound Attenuated
- Torque Lock Handle
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS (If Selected)

- UL 142/ULC S601
- Double Wall
- Normal and Emergency Vents
- Factory Pressure Tested
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Power Zone® 410 Controller

- Features
 - Programmable Auto Crank
 - Selectable Low Speed Exercise
 - RS-232 v2
 - 3-Phase Sensing Digital Voltage Regulator
 - Time
 - On/Off Manual Switch
 - Not In Auto Flashing Light
 - Emergency Stop
 - Modbus™ RTU

- Remote Ports
- CANbus
- Full Range Standby Operation
- 3-Phase AC Volts
- 3-Phase Amps
- kW
- Power Factor
- Ruptured Tank Detection
- Auxiliary Shutdown Switch
- Remote Communications
- Compatible with NFPA 110, Level 1 or 2 (When Optional Modules Selected)
- Line Power/Gen Power
- PT Function for Full Generator Protection

Full System Status Display

- Multilingual 128x64 Graphical Display with Heater
- Easy Status View LED Screen
- Full System Status
- Run Hours
- Service Reminders
- Fault History (Alarm Log)
- Oil Pressure
- Oil Temperature (Optional/When Equipped)
- Oil Level (Optional/When Equipped)
- Output for Fuel Level High/Low Warning
- Water Temperature
- Water Level
- Fuel Pressure/Level
- Engine Speed
- Battery Voltage
- Alternator Frequency

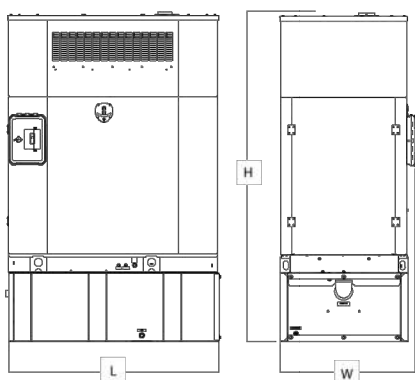
Alarms and Warnings

- Common Alarm Output

SDC020 | 2.2L | 20 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency



DIMENSIONS AND WEIGHTS*



COMPACT VARIANT

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	-	56.0 (1,422) x 34.5 (876) x 68.9 (1,749)	1,465 (664)
31.9	51 (193)	56.0 (1,422) x 34.5 (876) x 87.3 (2,215)	1,914 (868)
64.4	103 (390)	56.0 (1,422) x 34.5 (876) x 99.1 (2,515)	2,690 (948)

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

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Part No. A0001367037
Rev. A 04/21/2021

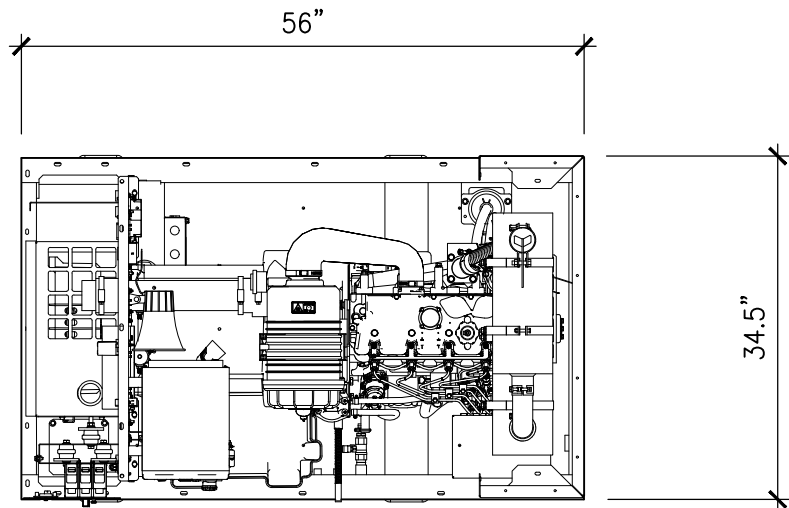
GENERAL

MANUFACTURER: GENERAC
MODEL: SDC020 20 kW
CYLINDER #: 4
TYPE: IN-LINE
DISPLACEMENT (L): 2.22 (135)
COMPRESSION RATIO: 23.3:1
BORE-MM (IN): 84 (3.3)
STROKE-MM (IN): 100 (3.9)
INTAKE AIR METHOD: NATURALLY ASPIRATED

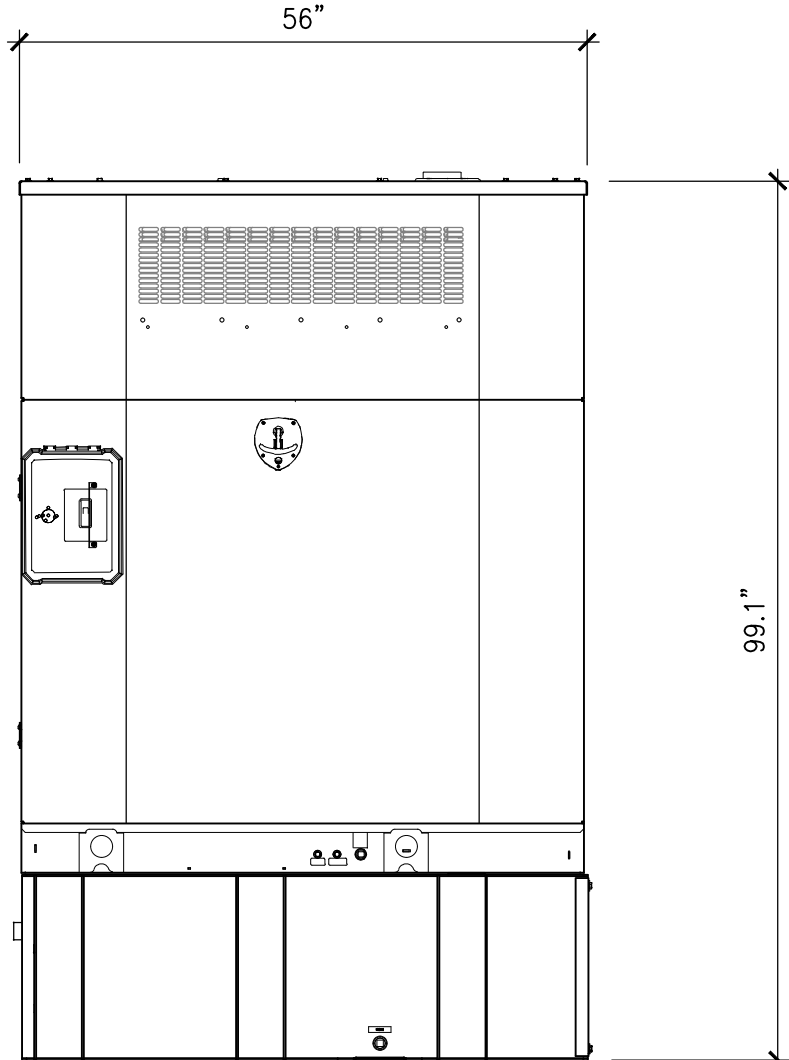
FUEL SYSTEM

FUEL TYPE: ULTRA LOW SULFUR DIESEL FUEL
FUEL SPECIFICATIONS: ASTM
FUEL FILTERING: 5
FUEL INJECT PUMP: DISTRIBUTION INJECTION PUMP
INJECTOR TYPE: INDIRECT, PINTLE NOZZLE
ENGINE TYPE: DIESEL
FUEL SUPPLY LINE MM (IN): 7.94 (0.31)

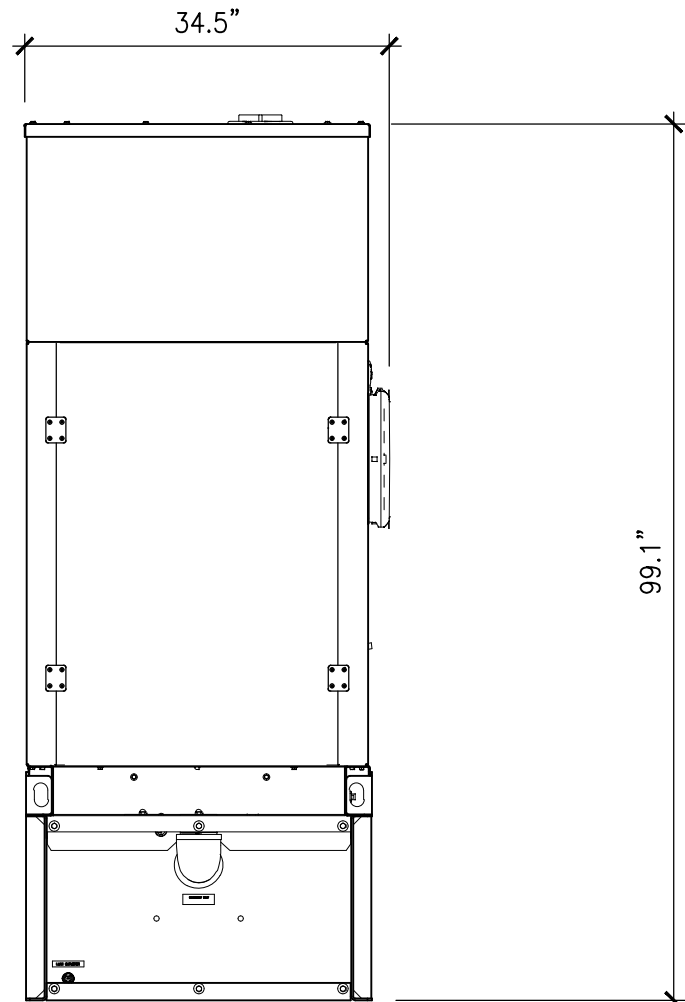
RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H	WEIGHT
64.4	103 (390)	56" x 34.5" x 99.1"	2090 lbs (948 kg)



TOP VIEW



LEFT SIDE VIEW



FRONT VIEW



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REV	DATE	DESCRIPTION
1	03/05/24	100% CD - REVISED W/ 75' MONOPINE
0	01/11/24	100% CONSTRUCTION DRAWINGS
B	11/01/23	90% CONSTRUCTION DRAWINGS

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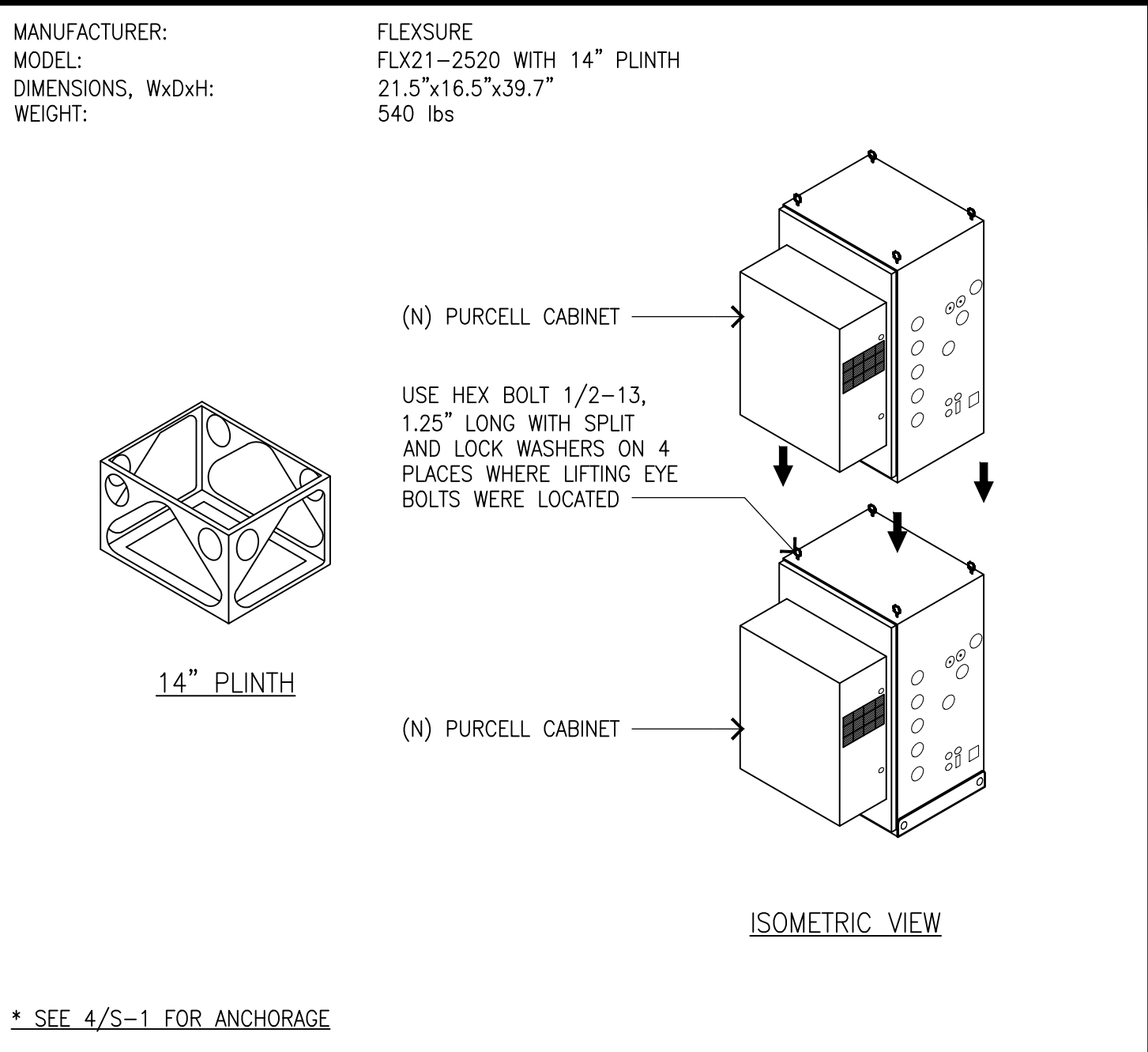
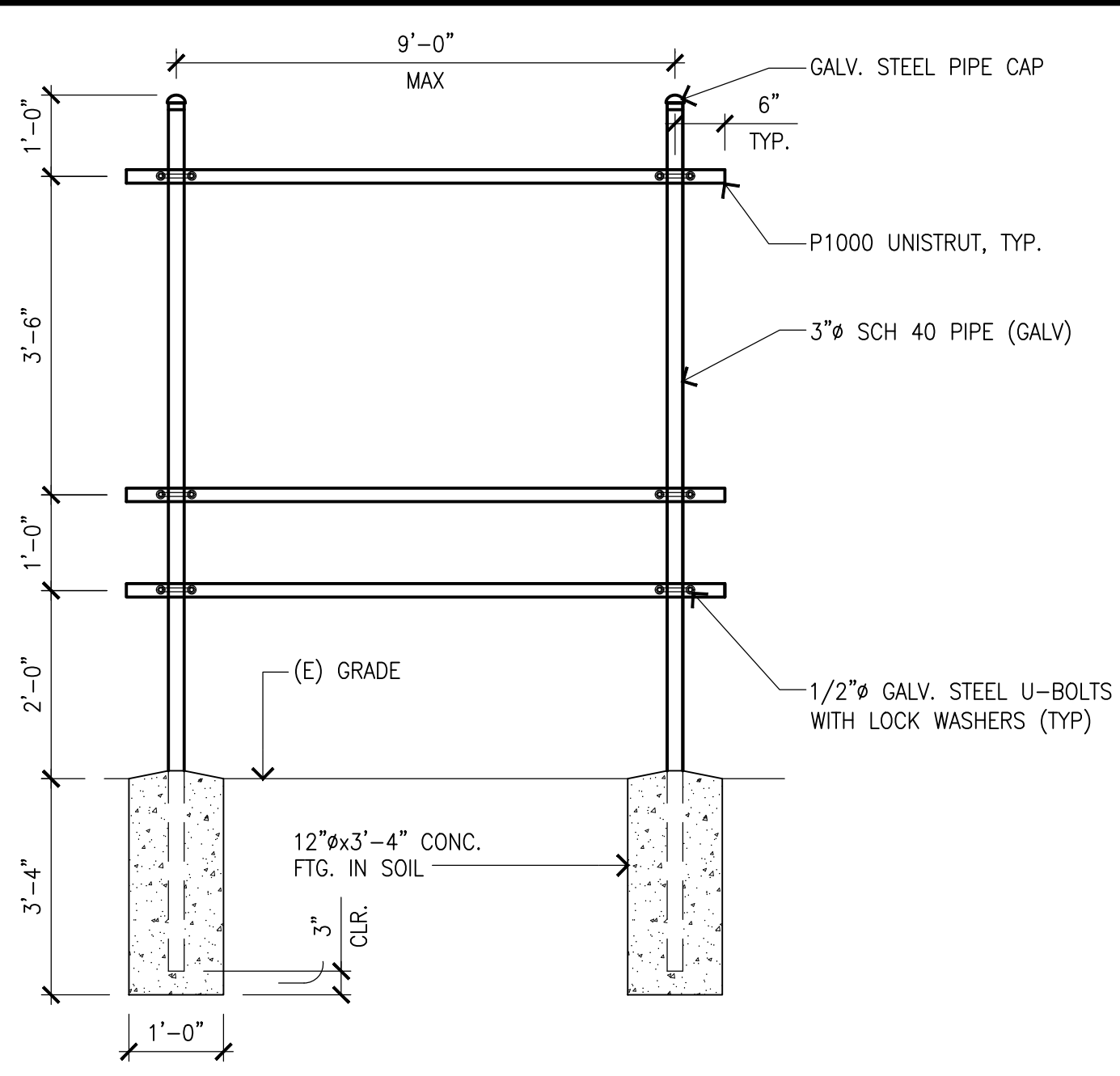
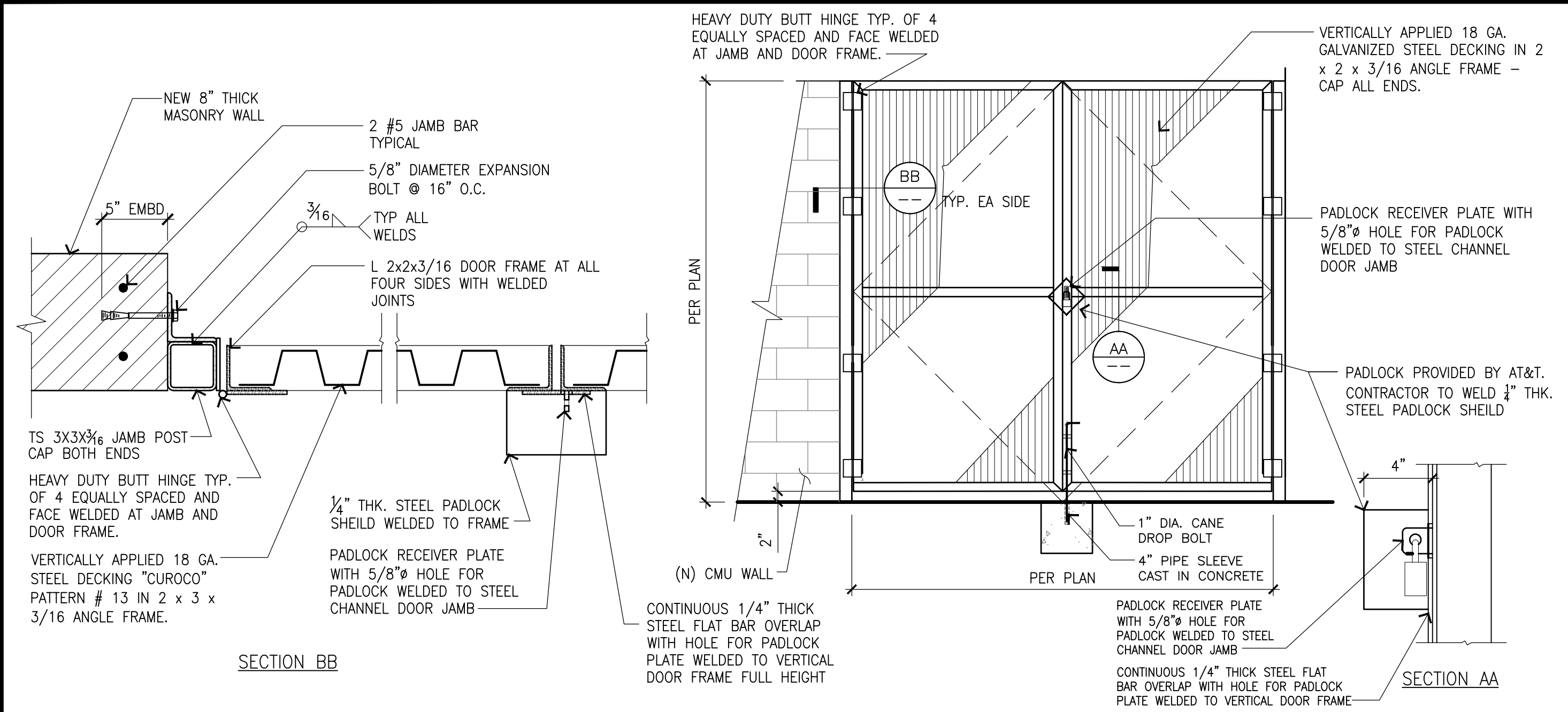
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MONOPINE (OUTDOOR)

DRAWN BY: JEM
CHECKED BY: JS

SHEET TITLE:
EQUIPMENT SPECIFICATIONS

SHEET NUMBER:
A-6



METAL GATE DETAILS

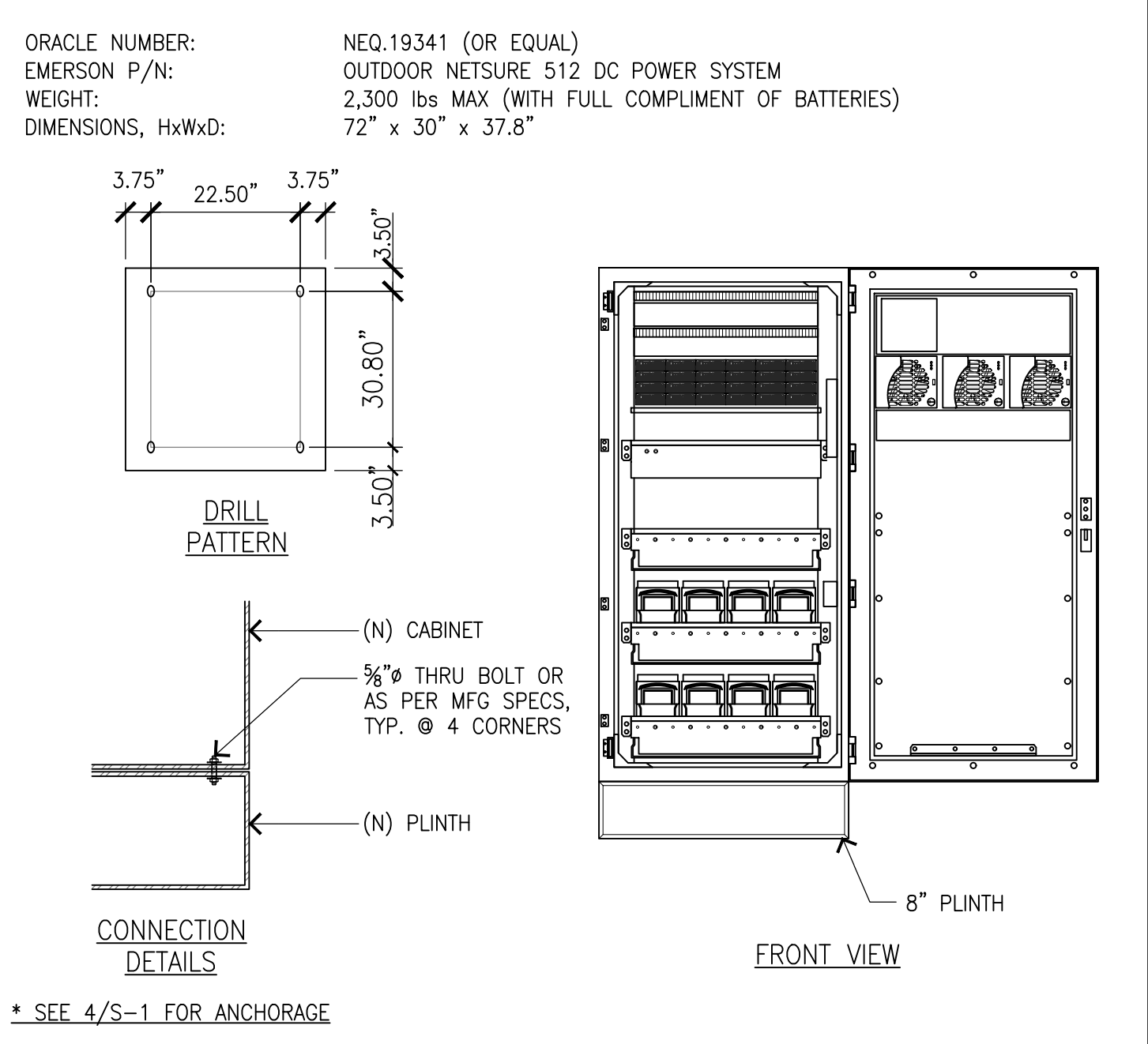
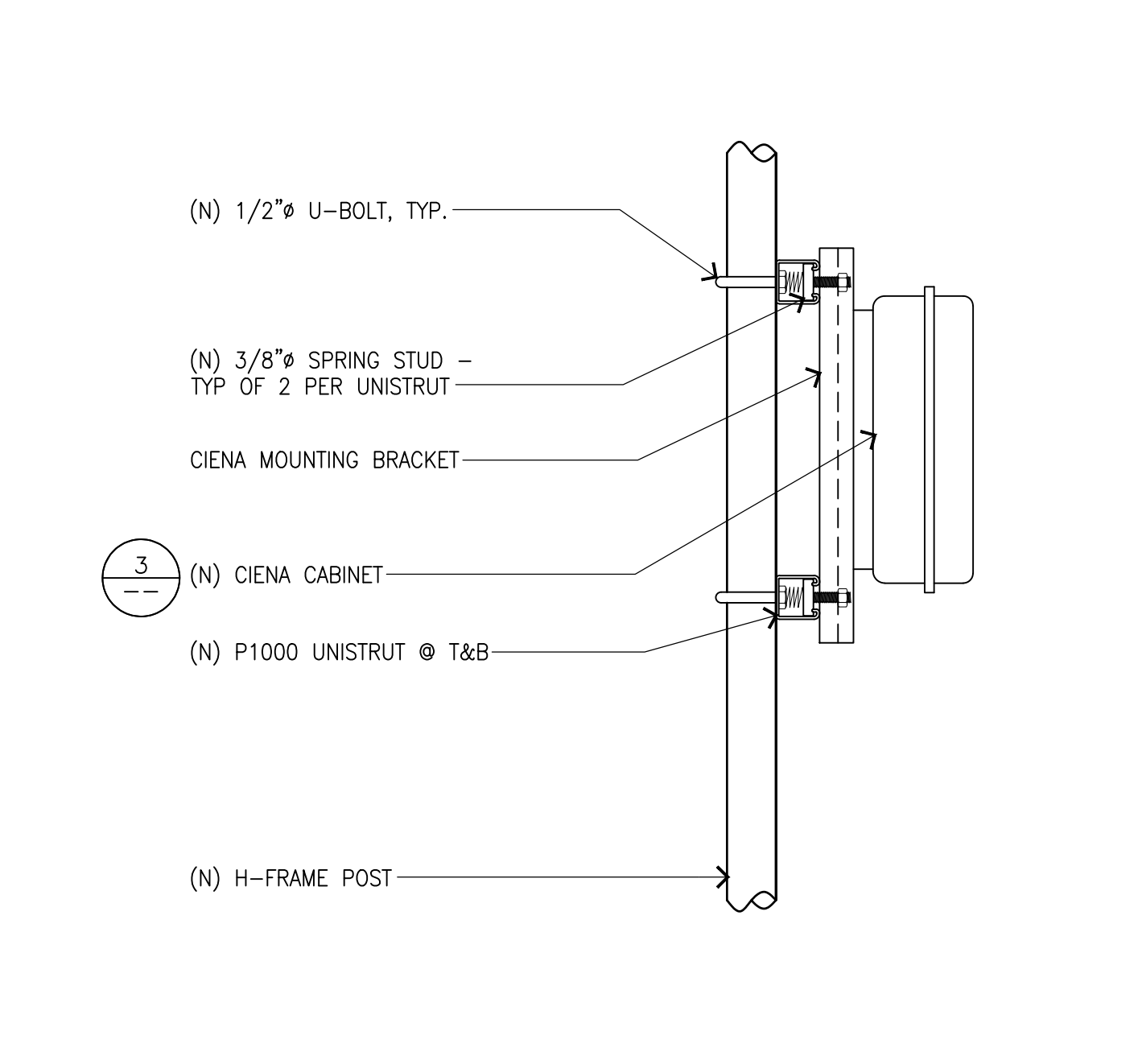
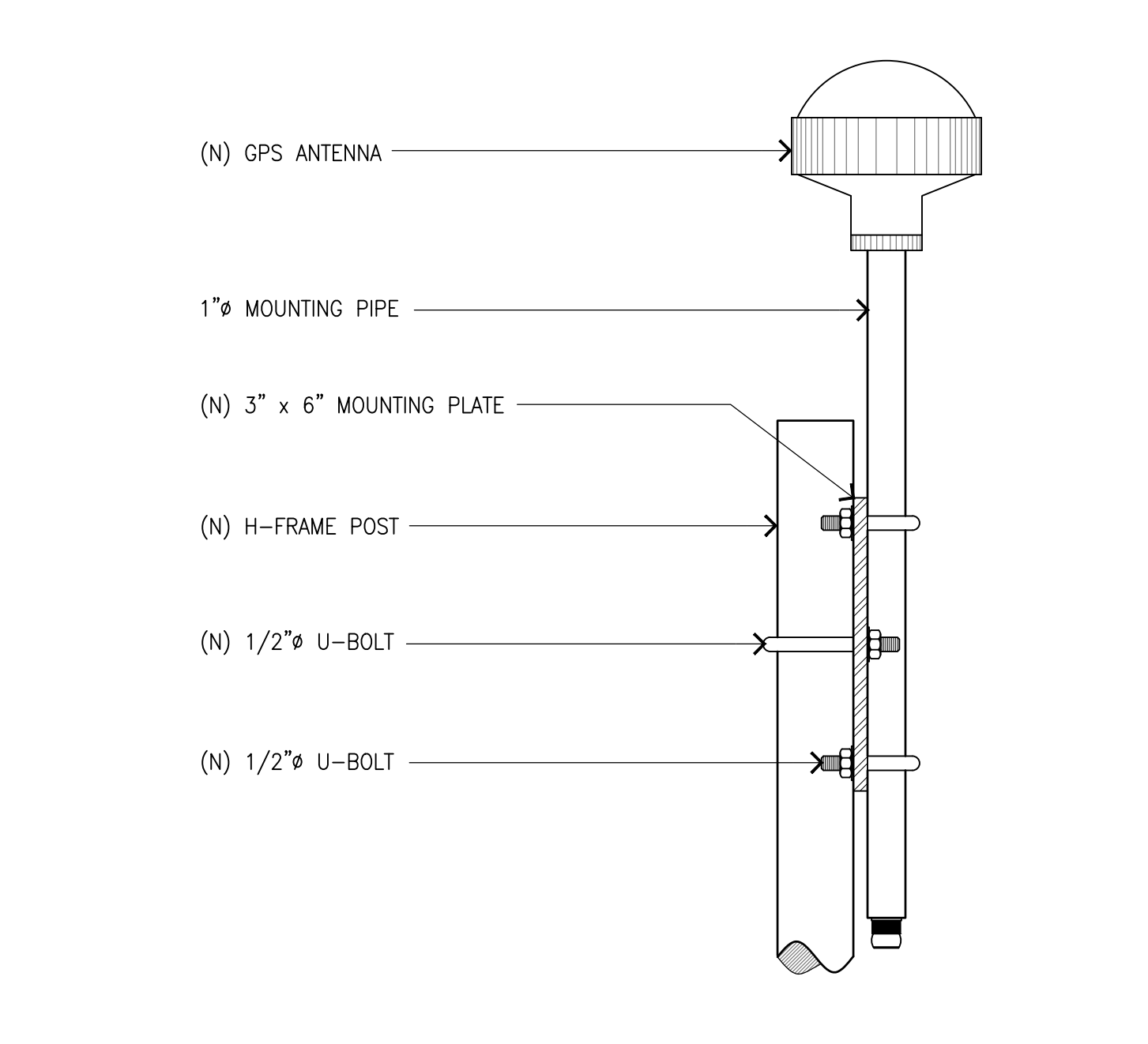
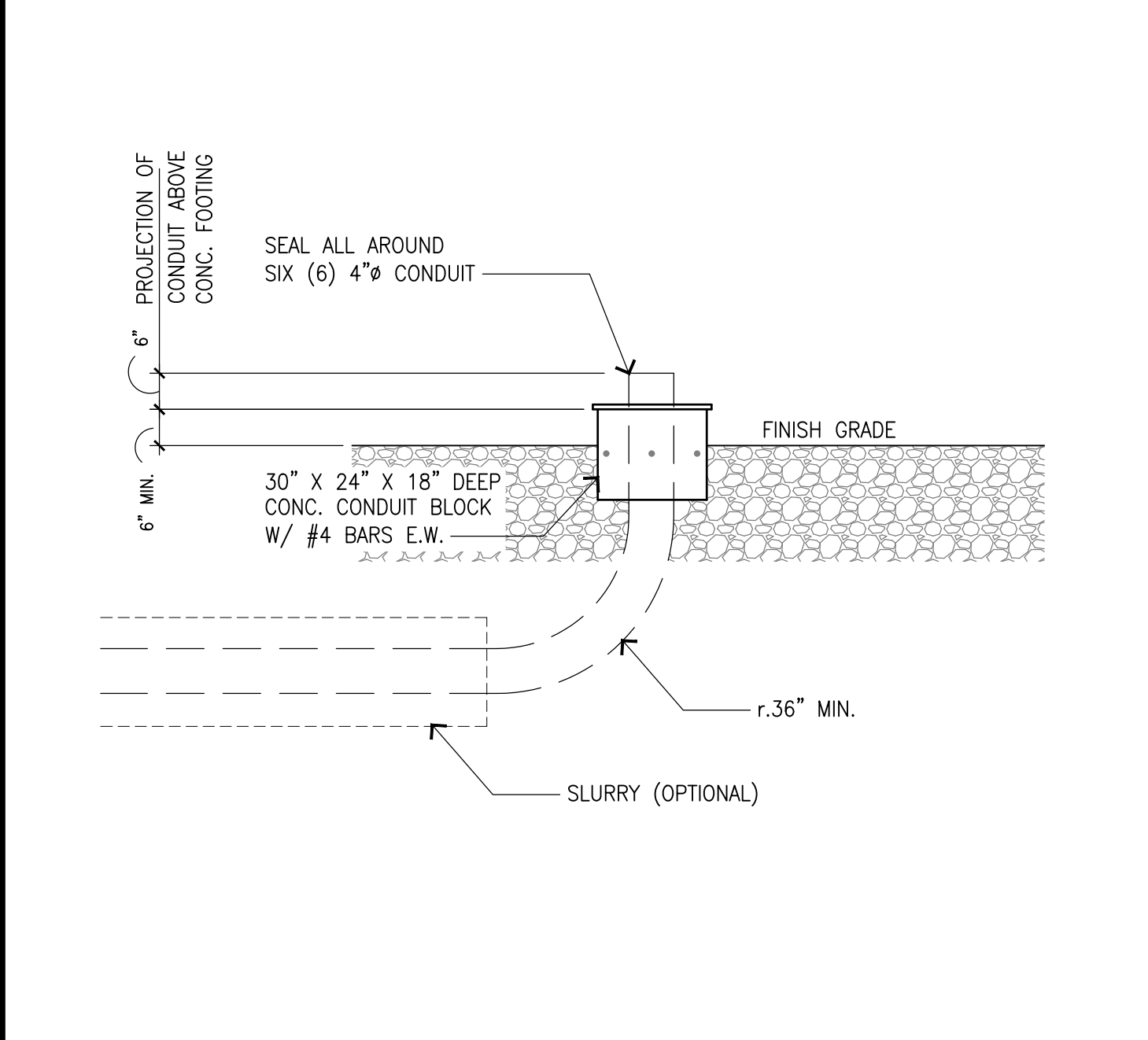
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H-FRAME DETAILS

4

PURCELL CABINET SPECIFICATIONS

1



STUB-UP DETAIL

10

GPS ANTENNA

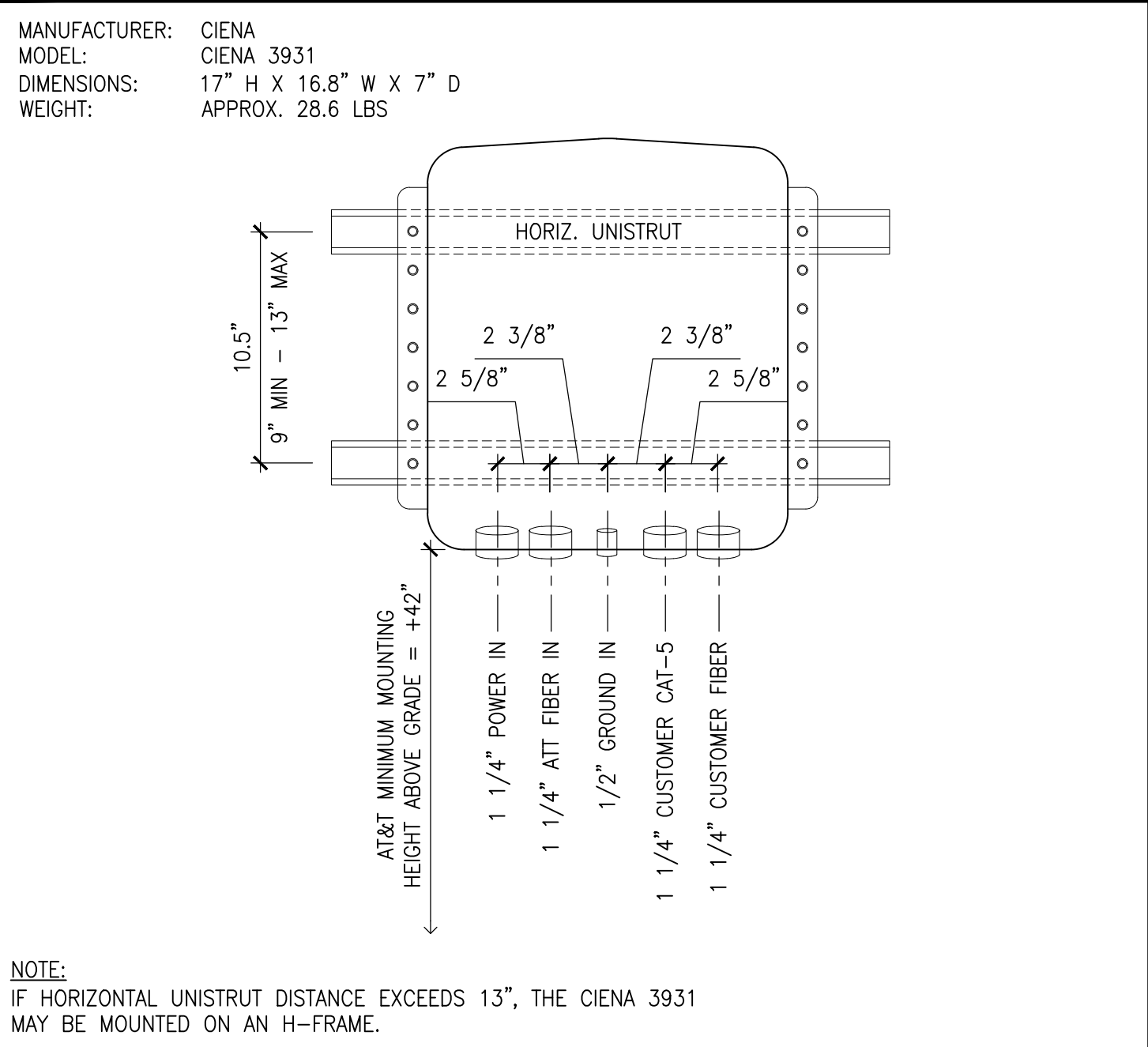
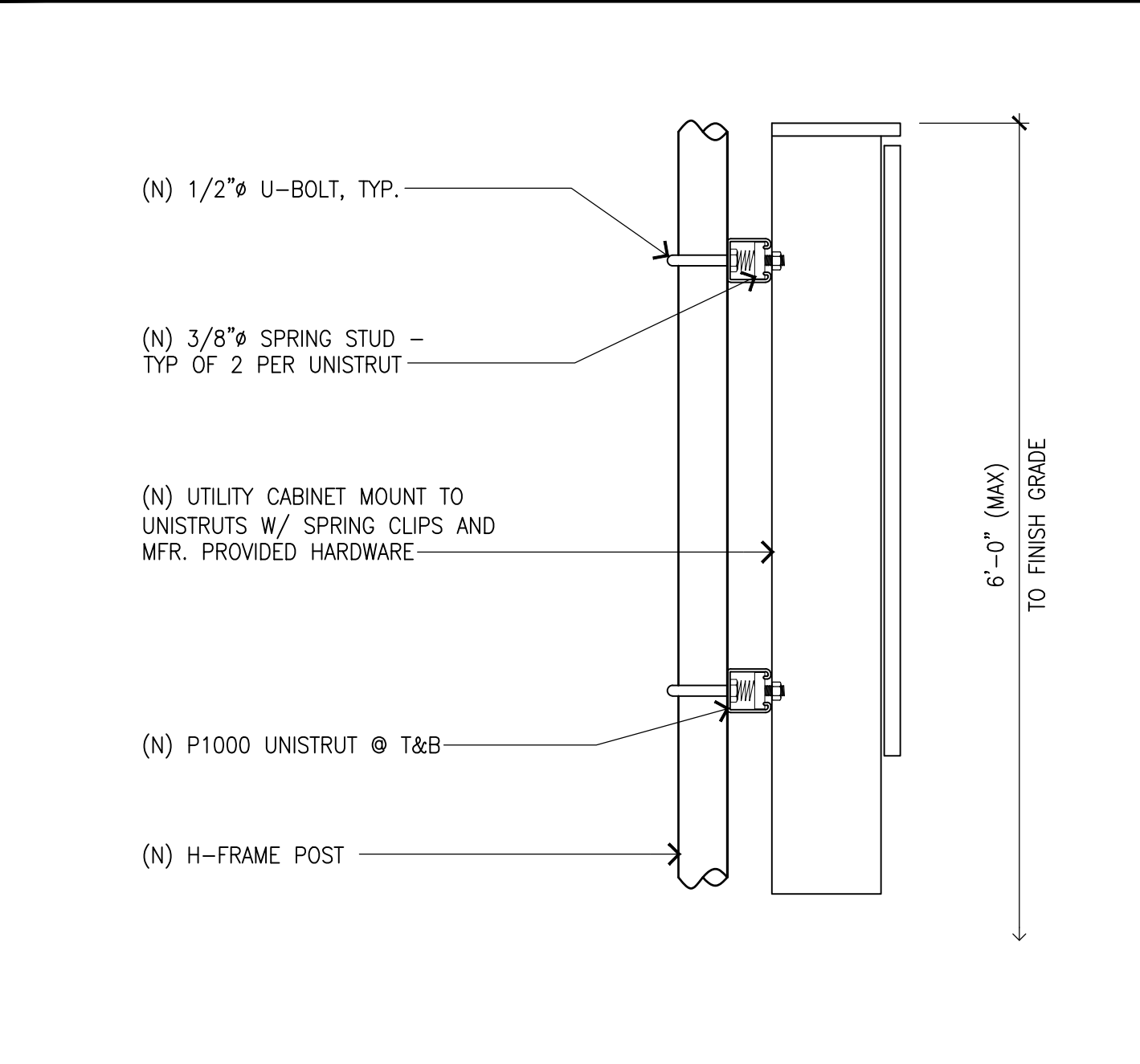
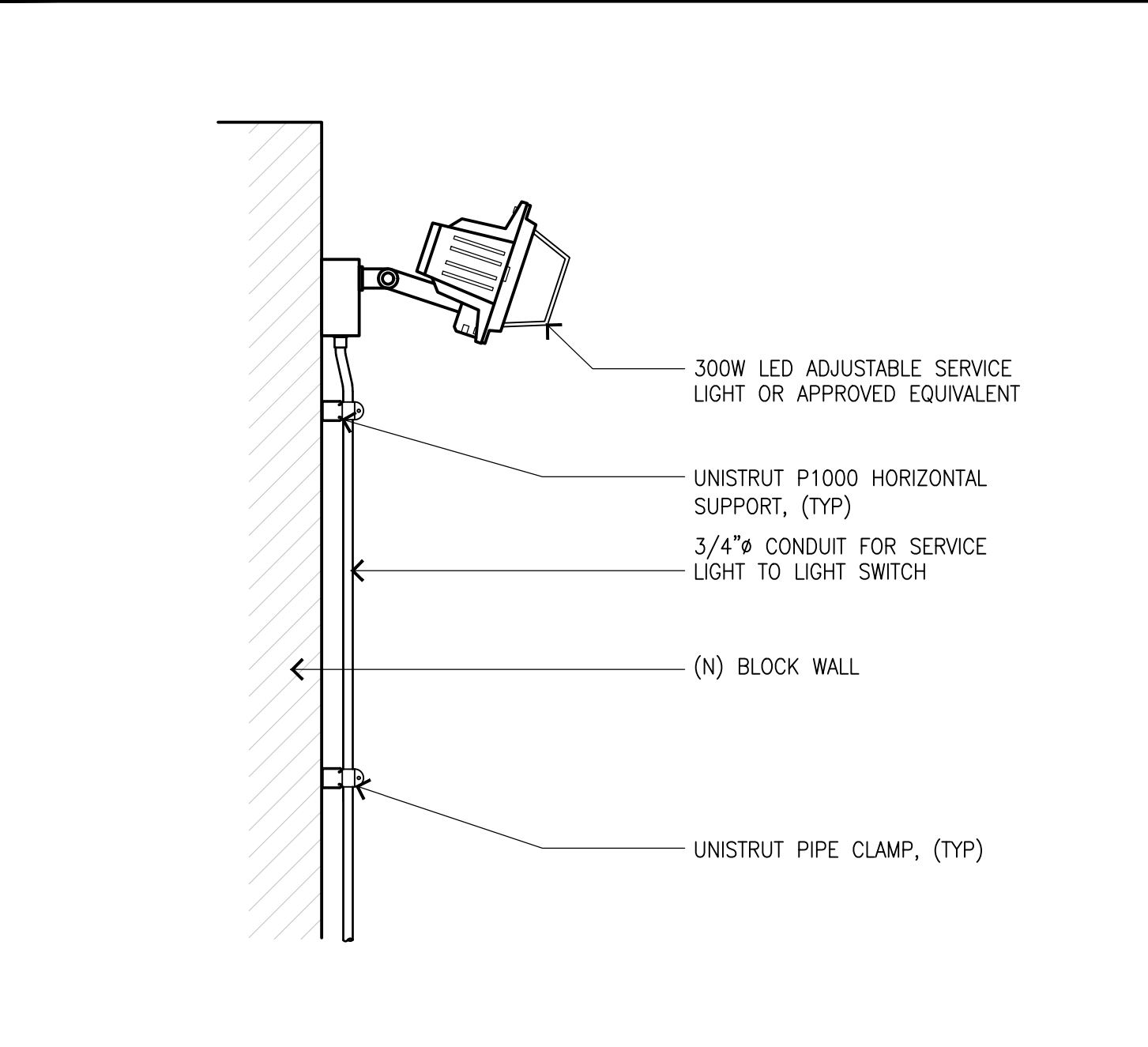
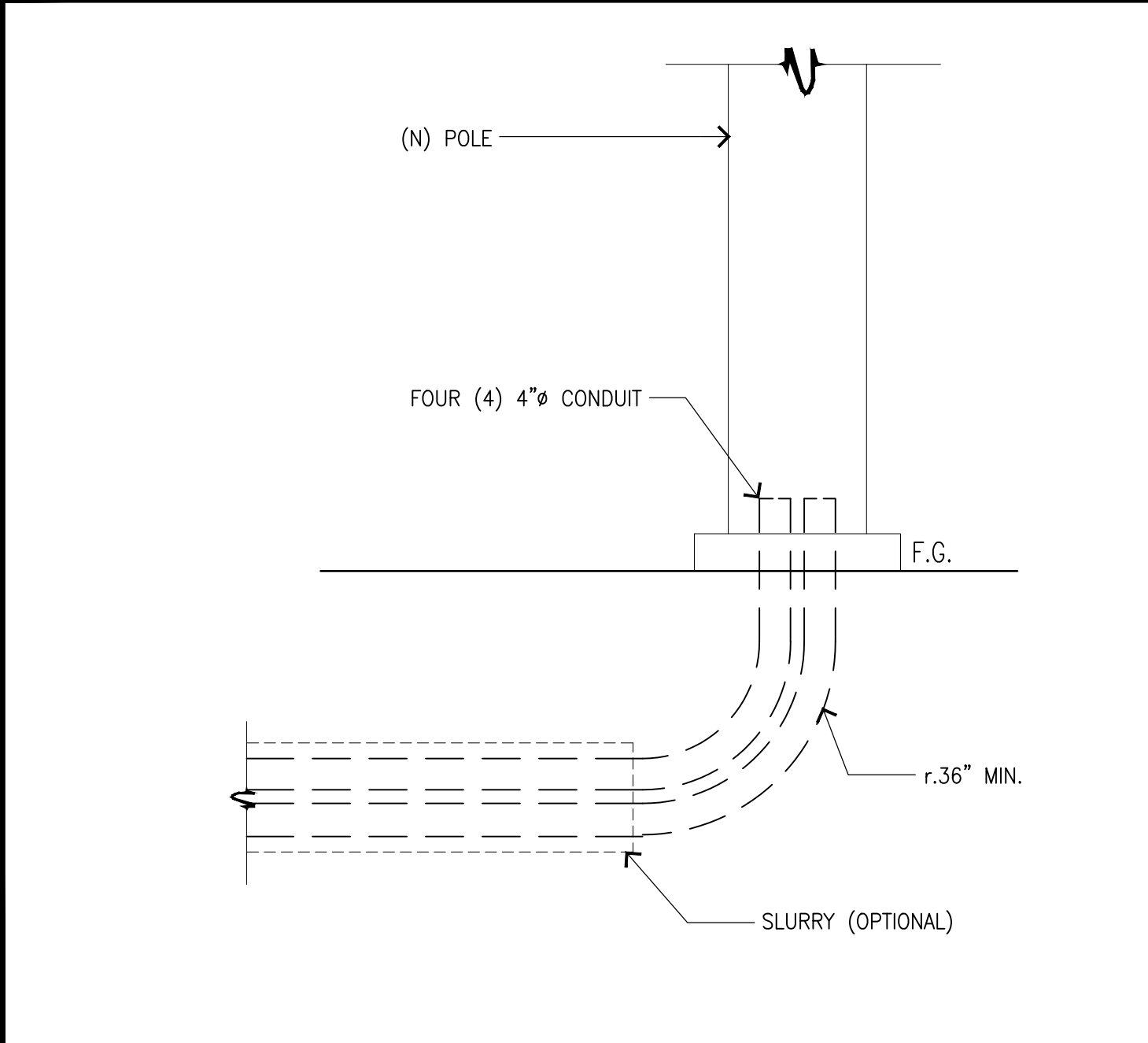
8

CIENA CABINET MOUNT

5

EMERSON POWER CABINET SPECS

2



COAX TRANSITION AT POLE

11

SERVICE LIGHT DETAIL

9

UTILITY CABINET MOUNT

6

CIENA CABINET SPECIFICATIONS

3



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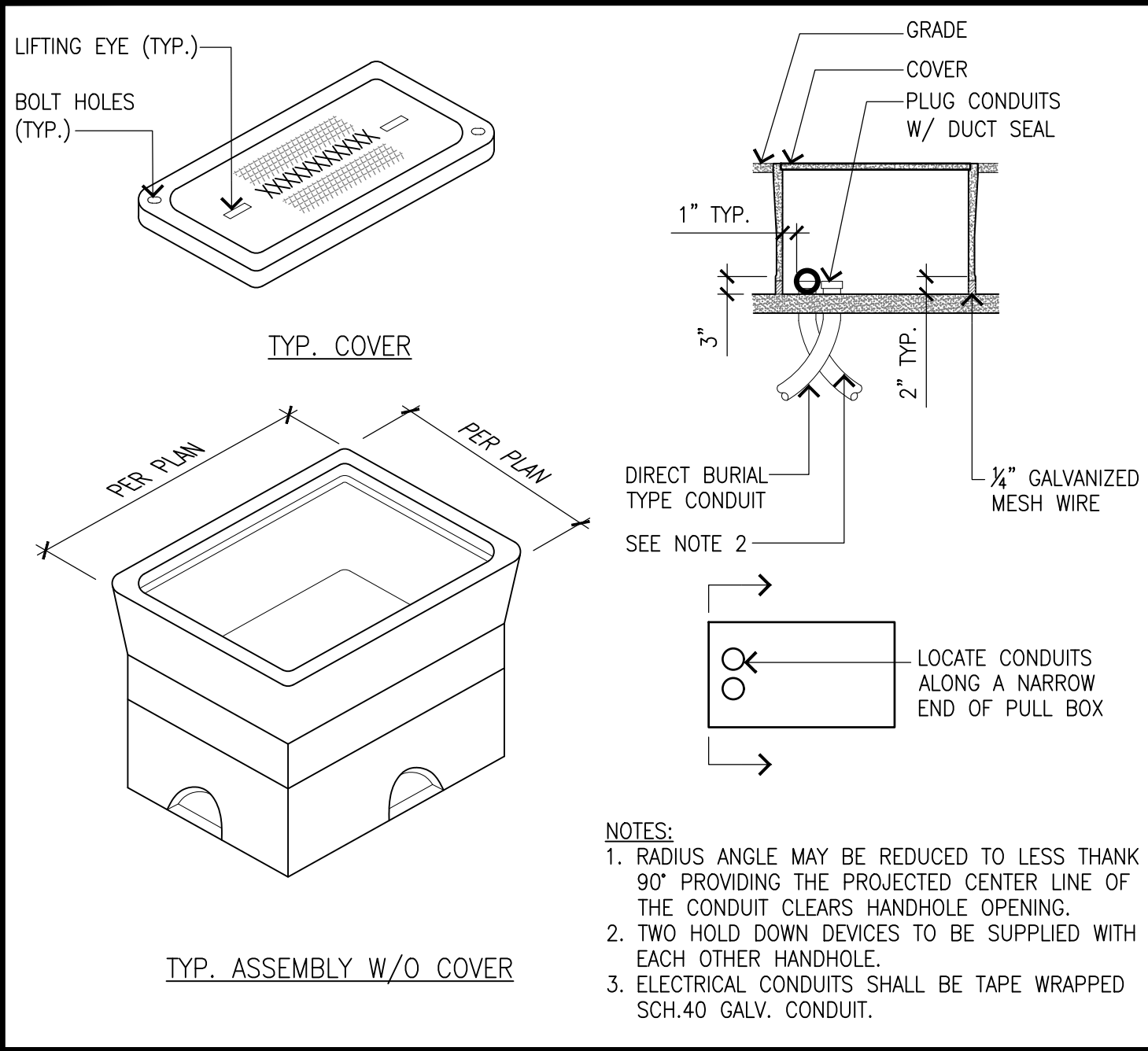
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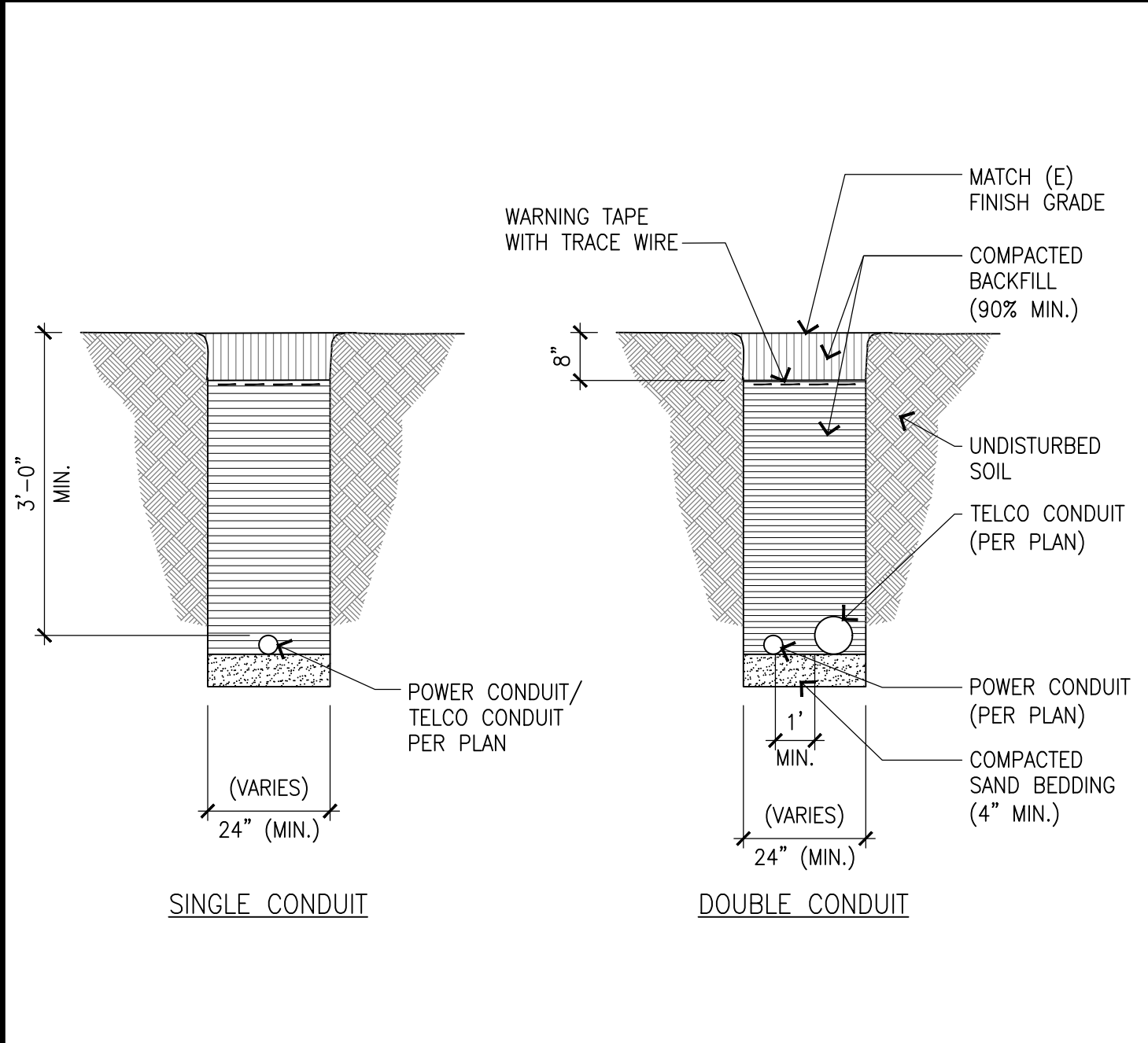
DRAWN BY: JEM
CHECKED BY: JS

SHEET TITLE:
EQUIPMENT SPECIFICATIONS
AND DETAILS

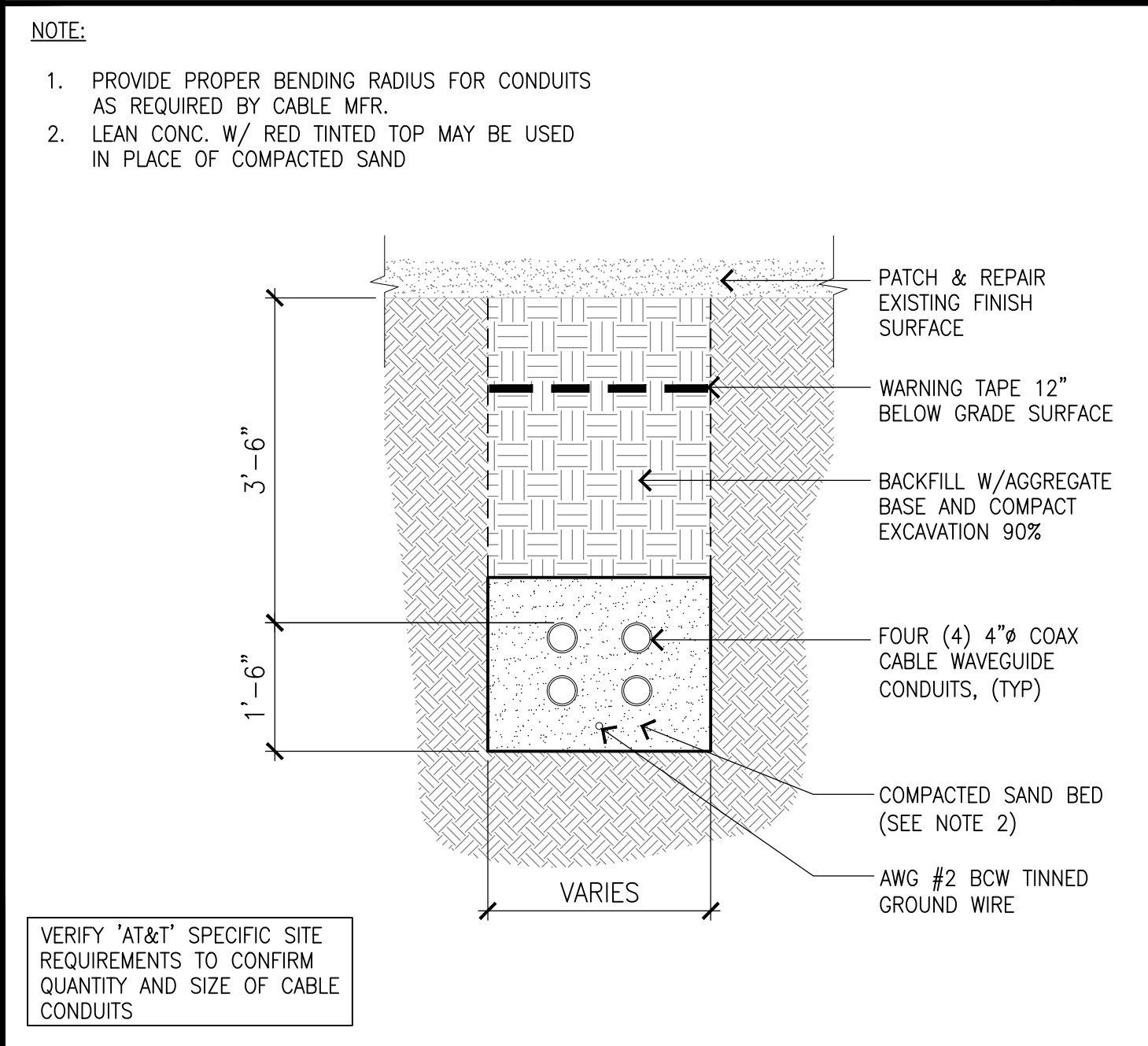
SHEET NUMBER:
A-7



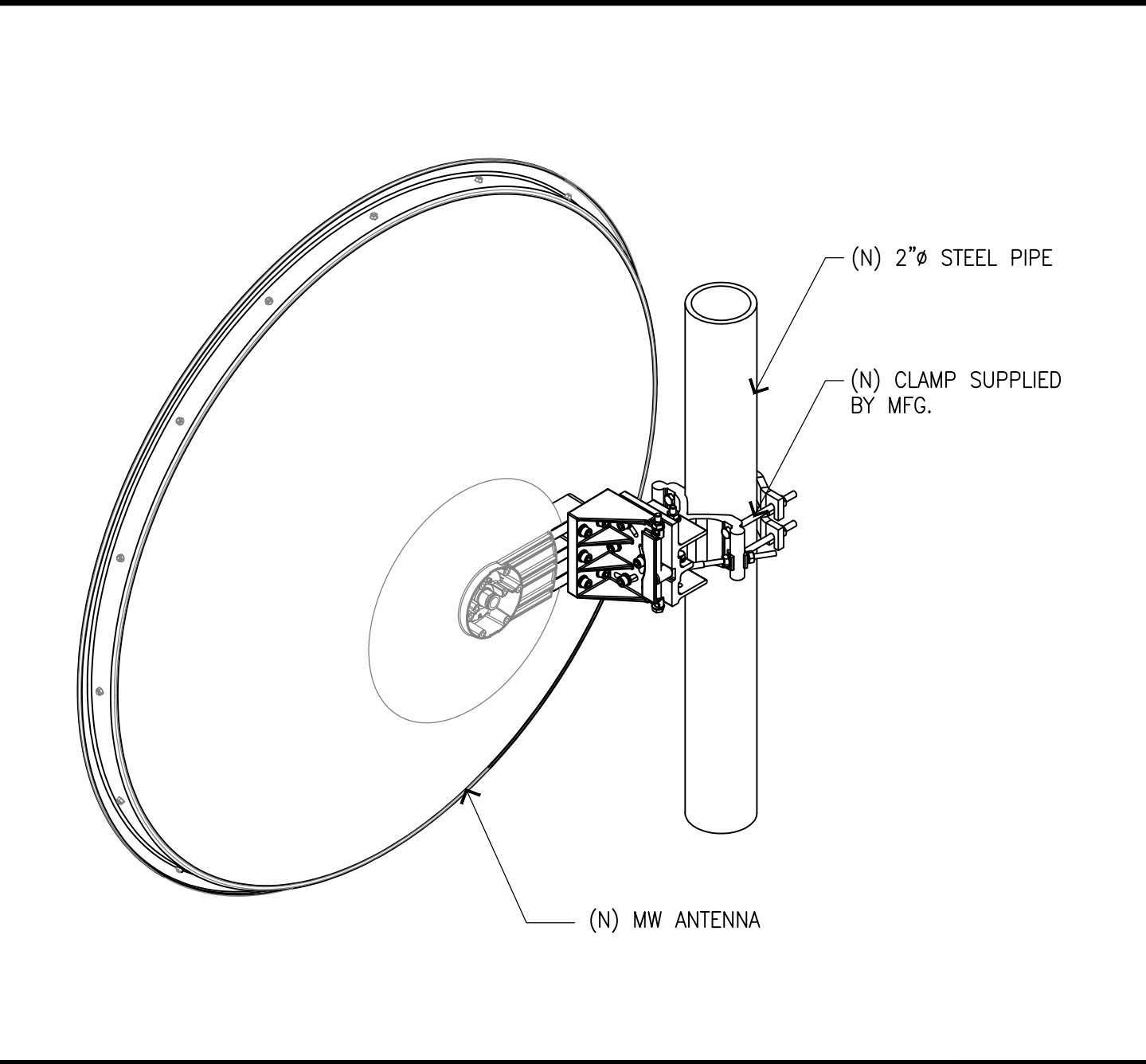
HAND HOLE DETAIL (TRAFFIC RATED) 10



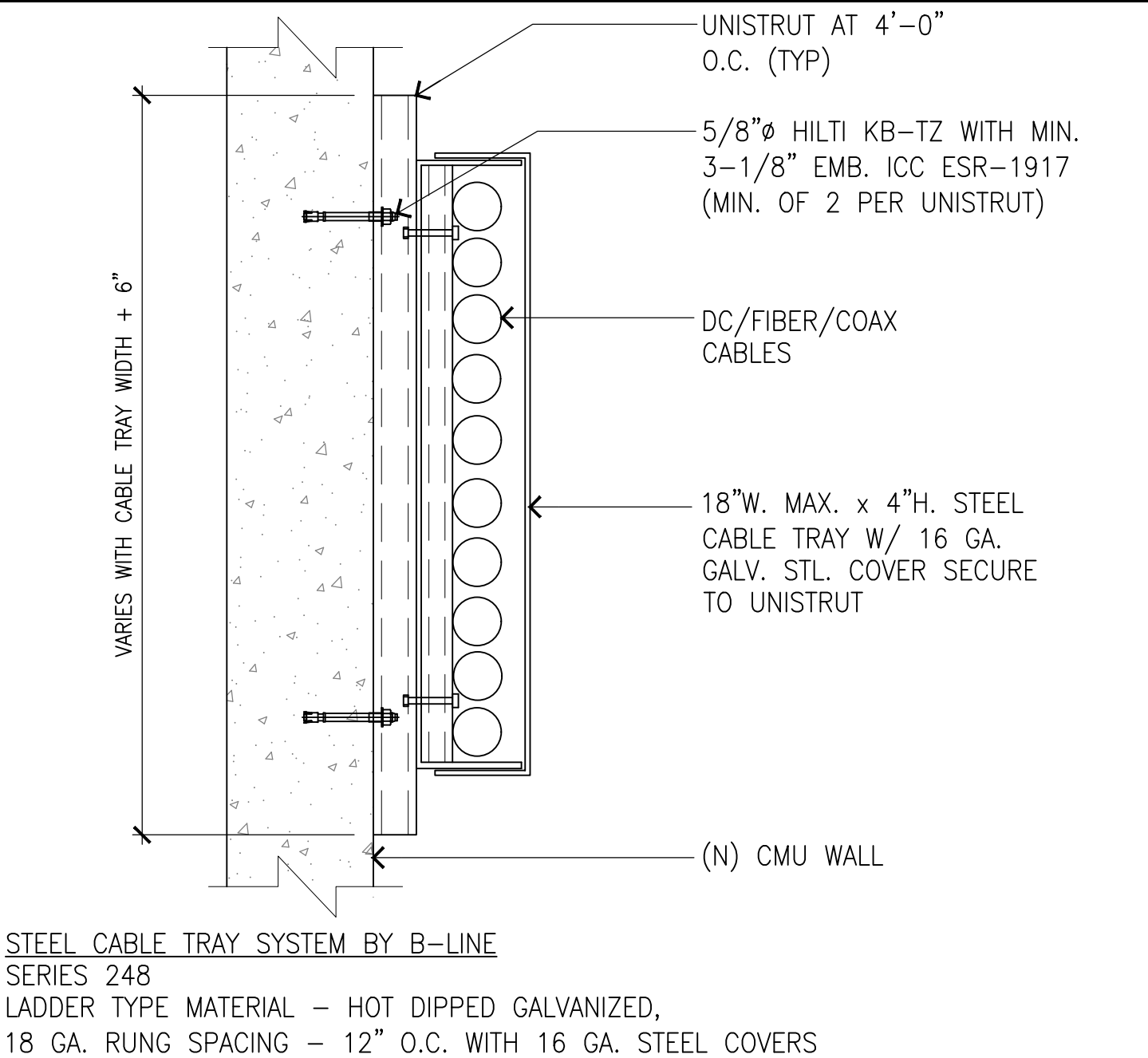
UTILITY TRENCH DETAILS 11



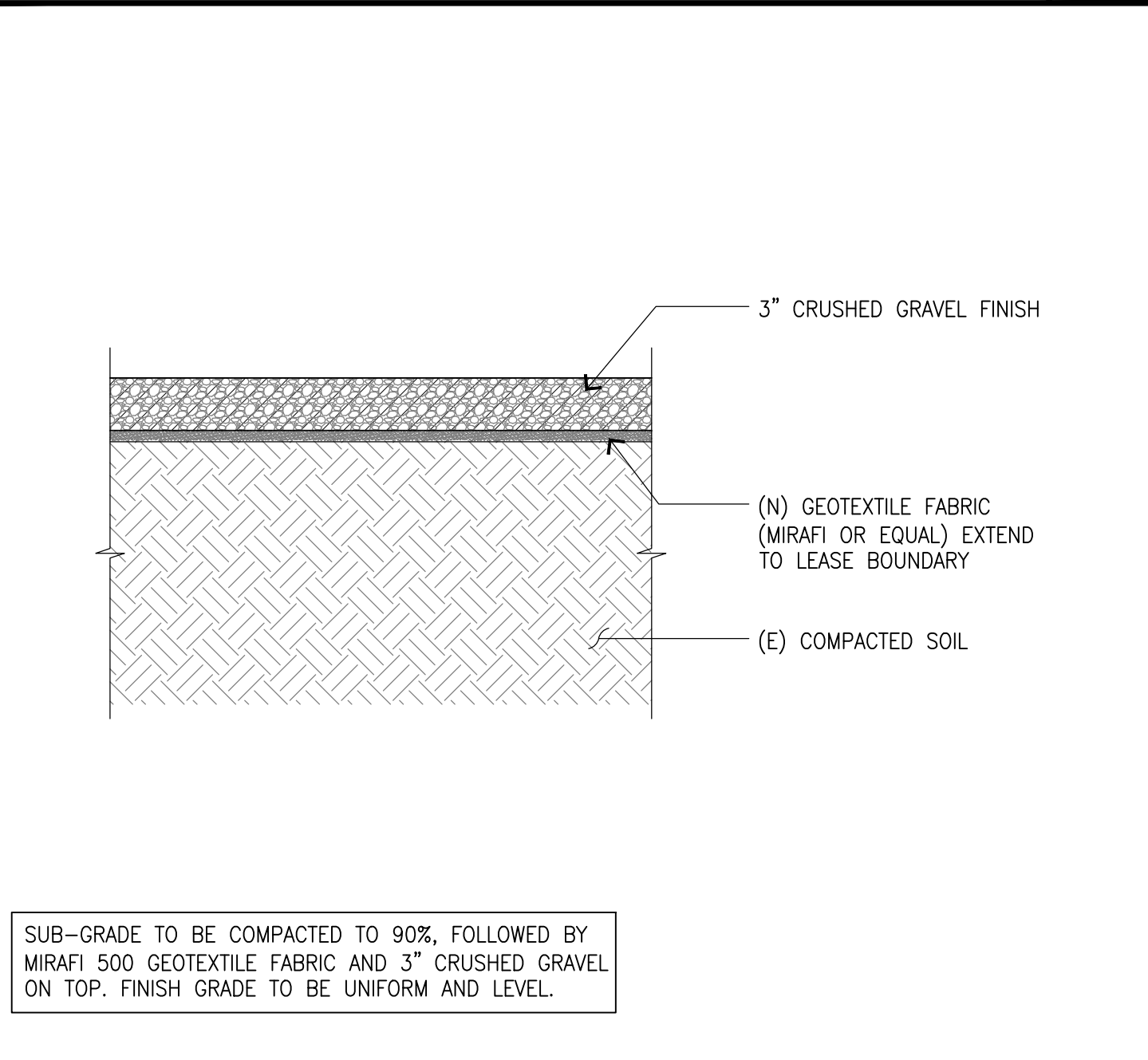
COAX CABLE TRENCH 12



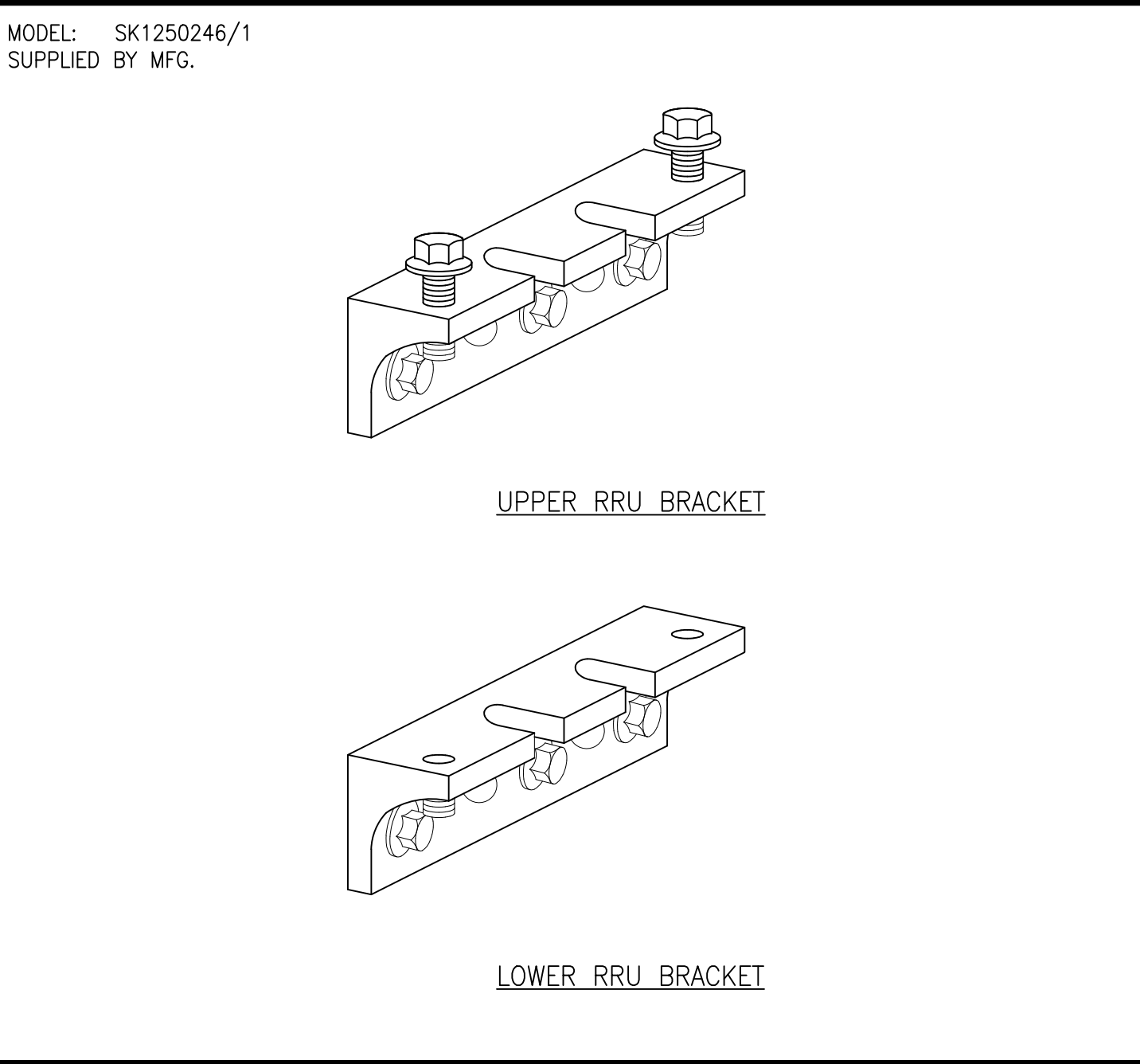
MW ANTENNA MOUNT 7



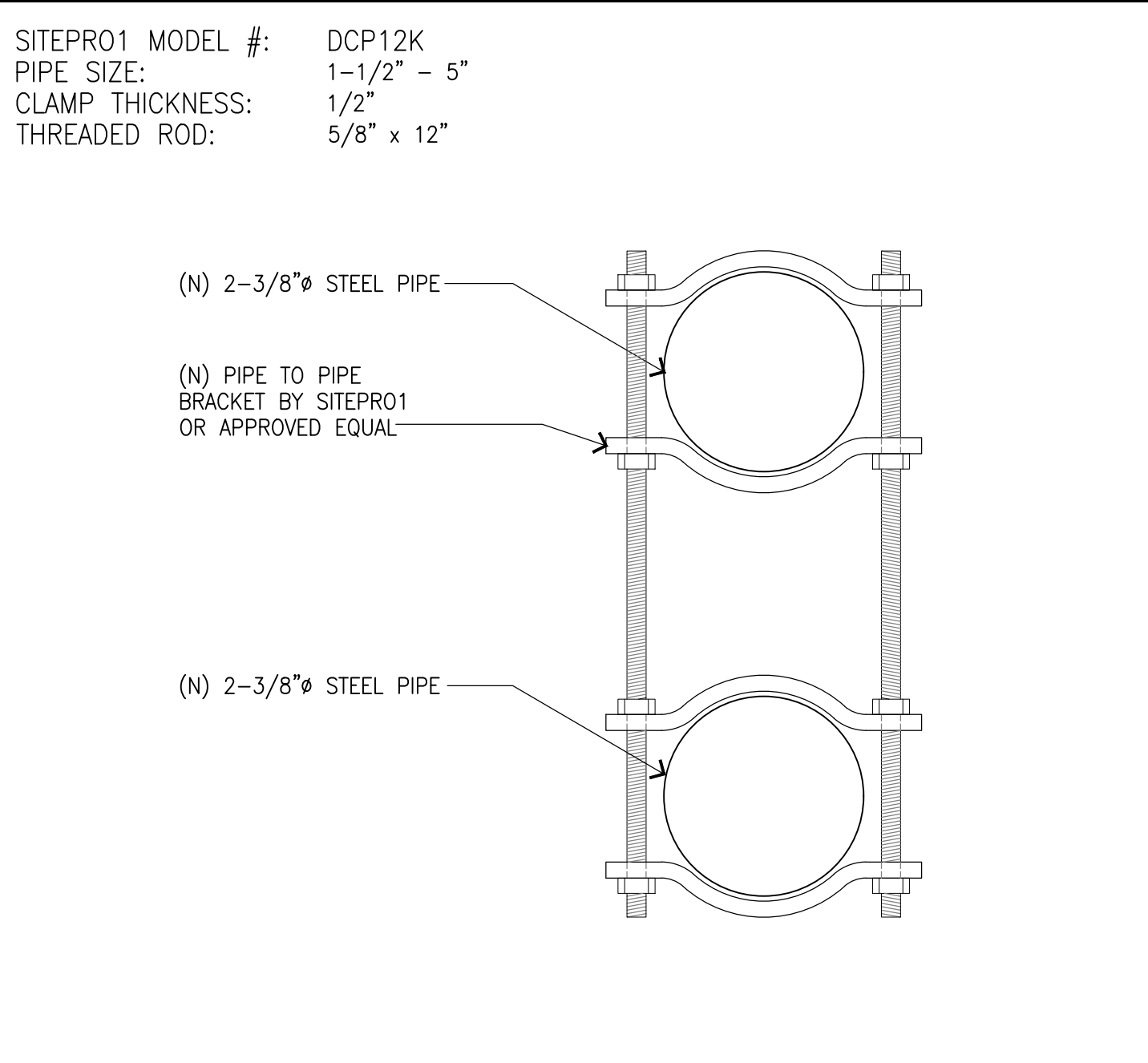
WALL MOUNTED CABLE TRAY DETAIL 8



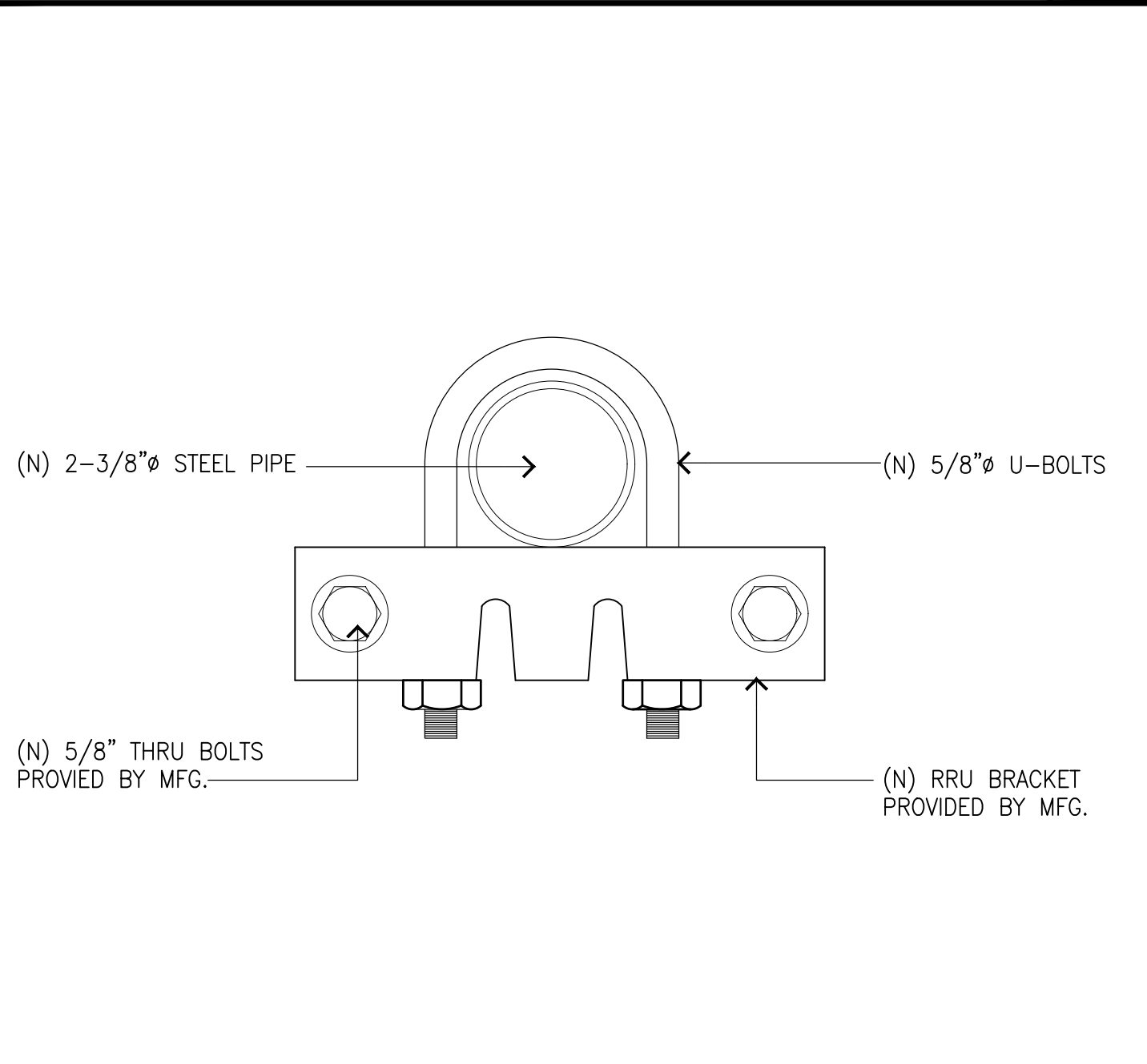
GRAVEL FILL DETAIL 9



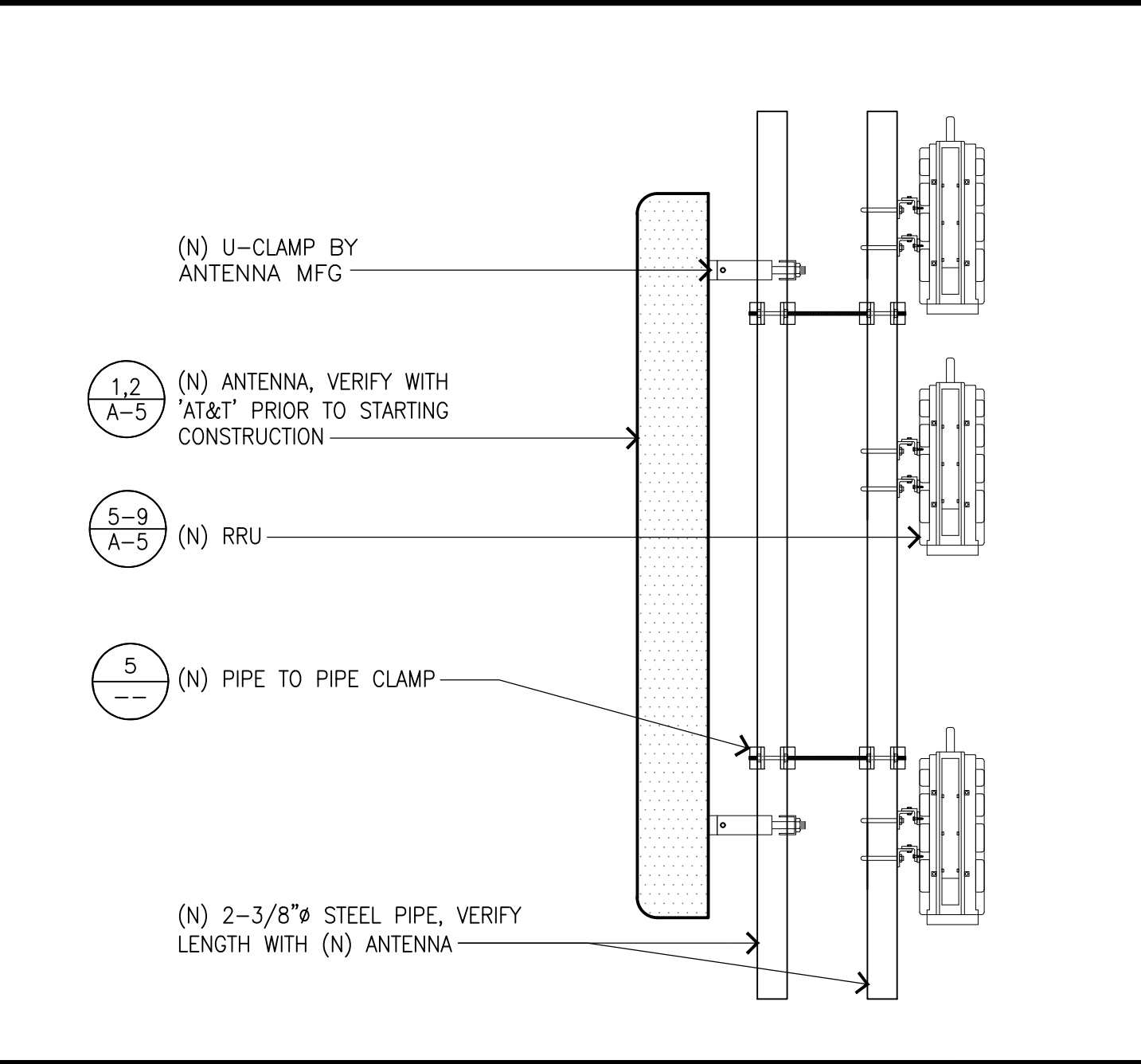
RRUS MOUNTING BRACKET 4



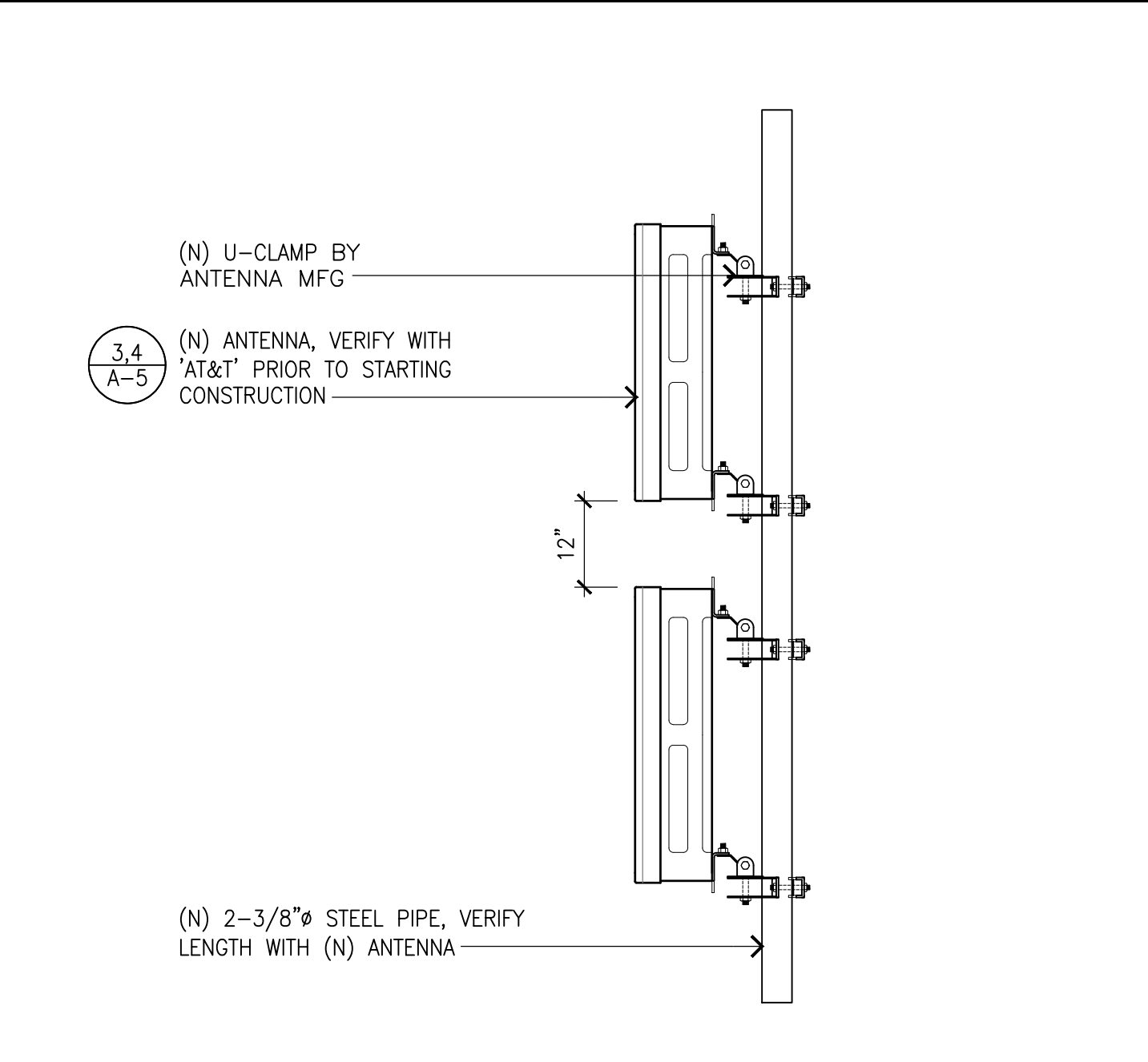
PIPE TO PIPE BRACKET 5



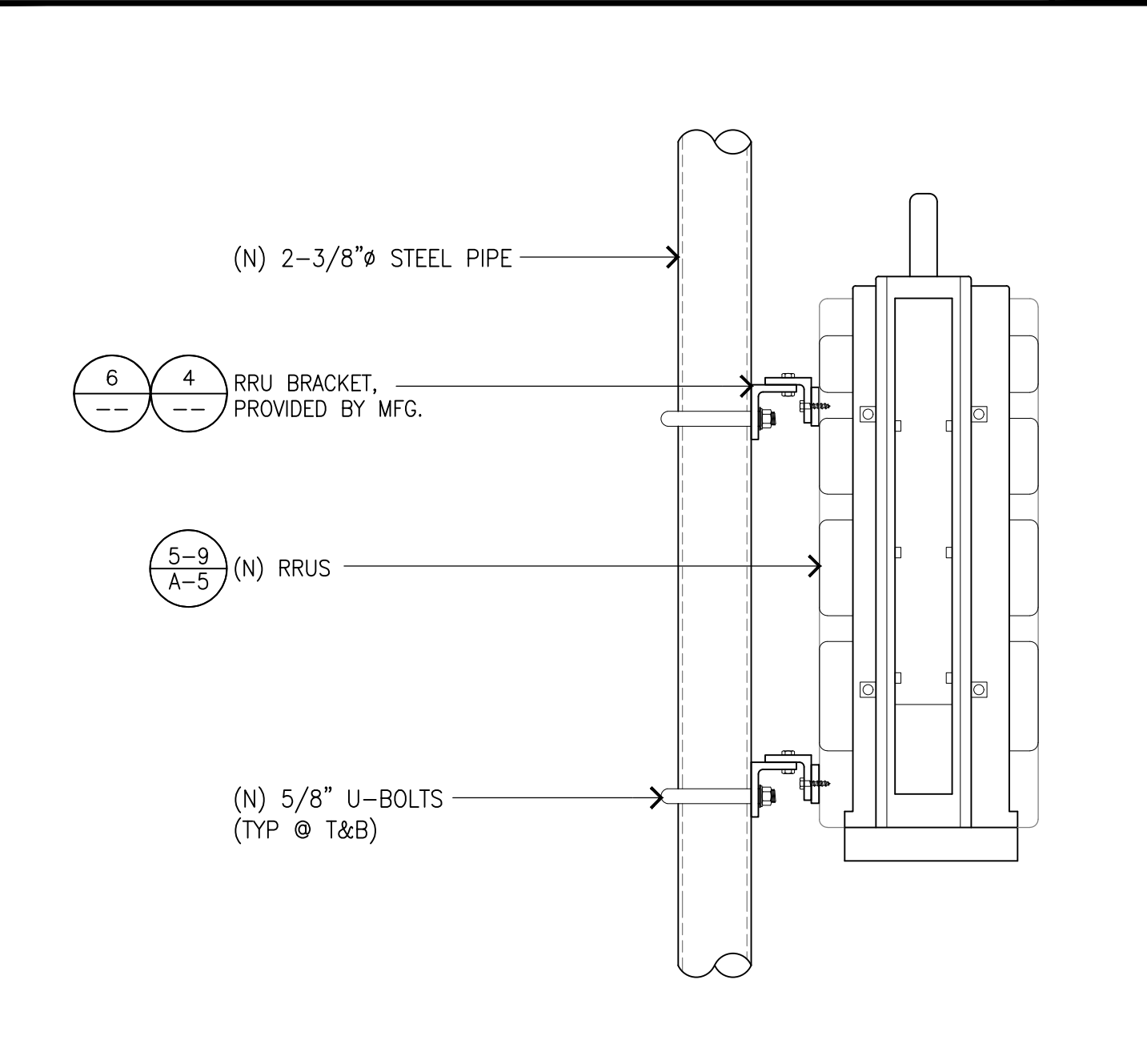
RRU BRACKET @ PIPE 6



ANTENNA MOUNT 1



ANTENNA MOUNT 2



RRUS MOUNT 3



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MONOPINE (OUTDOOR)

DRAWN BY: JEM	CHECKED BY: JS
------------------	-------------------

SHEET TITLE:
DETAILS

SHEET NUMBER:
A-8

GENERAL NOTES

1. ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND CBC-22 SPECIFICATIONS.
2. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE, AND SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND CONDITIONS OF ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY SUB-CONTRACTORS. ANY DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE STRUCTURAL ENGINEER IMMEDIATELY AND BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
3. STRUCTURAL DRAWINGS SHALL WORK IN CONJUNCTION WITH ARCHITECTURAL MECHANICAL, AND ELECTRICAL DRAWINGS.
4. DESIGN, MATERIALS, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED OR INDICATED ON THE DRAWINGS MAY BE CONSIDERED FOR USE PROVIDED PRIOR APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
5. ALL CONDITIONS SHOWN OR NOTED AS EXISTING ARE BASED ON BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS. NO WARRANTY IS IMPLIED TO THEIR ACCURACY. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS. SHOULD CONDITIONS BECOME APPARENT WHICH DIFFER FROM THE CONDITIONS SHOWN, THEY SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF STRUCTURAL ENGINEER. STRUCTURAL ENGINEER WILL THEN PREPARE ADDITIONAL DRAWINGS AS MAY BE NEEDED TO ACCOMODATE THE CONDITIONS AS BROUGHT TO THEIR ATTENTION.
6. MECHANICAL EQUIPMENT MUST BE FIRMLY ATTACHED TO THE STRUCTURE. ISOLATORS, FASTENERS AND ANY OTHER ELEMENT PROVIDING STABILITY FOR MECHANICAL EQUIPMENT SHALL BE CAPABLE OF TRANSMITTING CODE REQUIRED LOADS, BUT IN NO EVENT LESS THAN A SHEAR LOAD EQUIVALENT TO 0.45 TIMES THE OPERATING WEIGHT OF EQUIPMENT.
7. DESIGN CODE: 2022 CBC

A. WIND DESIGN:

BASIC WIND SPEED = 95.0 MPH

RISK CATEGORY = II

WIND EXPOSURE = C

D. SEISMIC DESIGN:

SEISMIC IMPORTANCE FACTOR, I = 1.0

RISK CATEGORY = II

SITE CLASS = D

REINFORCING STEEL

1. REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60 U.O.N.
2. BARS SHALL BE CLEAN OF MUD, OIL OR OTHER COATINGS LIKELY TO IMPAIR BONDING.
3. ALL REINFORCING SHALL BE SECURED IN PLACE PRIOR TO PLACING CONCRETE OR GROUTING MASONRY.
4. REINFORCING STEEL SHALL BE SPLICED AS SHOWN OR NOTED. SPLICES AT OTHER LOCATIONS SHALL BE REVIEWED BY THE STRUCTURAL ENGINEER. ALL VERTICAL WALL REINFORCEMENT SHALL BE CONTINUOUS BETWEEN SPLICE LOCATIONS SHOWN IN THE DETAILS.

CONCRETE

1. CEMENT SHALL BE TYPE II CONFORMING TO ASTM C150 UNLESS OTHER-WISE REQUIRED BY THE SOILS ENGINEER DUE TO SOILS CONDITIONS. THE WATER CEMENT RATIO (W/C) SHALL BE 0.45
2. ALL POURED-IN-PLACE CONCRETE SHALL HAVE AN ULTIMATE COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS, UNLESS OTHERWISE NOTED. CONCRETE SLUMP SHALL NOT EXCEED 5".
3. WATER SHALL BE CLEAN, FRESH AND SUITABLE FOR CONCRETE USE IN ACCORDANCE WITH ASTM C94.
4. AGGREGATES SHALL CONFORM TO ASTM C33, 1-1/2" MAXIMUM (TYPICAL) AND 3/4" FOR 4 INCH NOMINAL SLABS AND PUMPED CONCRETE.
5. MINIMUM CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE AS FOLLOWS:

CONCRETE POURED AGAINST SOIL3"

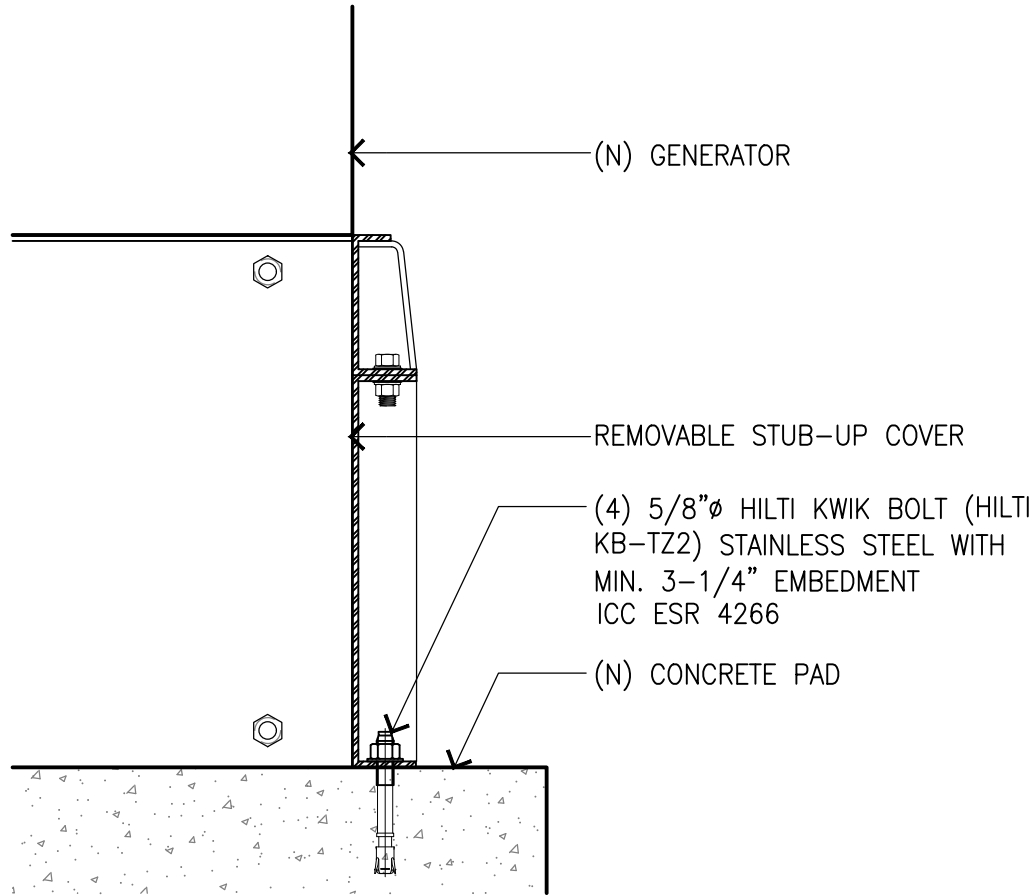
FLOOR SLAB ON GRADE1"

BEAMS AND COLUMNS (NOT EXPOSED)

A. CLEAR COVER TO TIES1-1/2"

B. CLEAR COVER TO MAIN REINFORCING2"
6. CONCRETE FORM TOLERANCES SHALL BE WITHIN THE STANDARDS SET BY THE AMERICAN CONCRETE INSTITUTE.
7. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND OTHER INSERTS SHALL BE SECURED IN POSITION AND INSPECTED BY THE LOCAL BUILDING DEPARTMENT INSPECTOR PRIOR TO THE POURING OF ANY CONCRETE.
8. NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR LOCATIONS.
9. FORM EXPOSED CORNERS OF COLUMNS, BEAMS, WALLS, ETC. WITH 3/4 INCH CHAMFERS UNLESS DETAILED OTHERWISE.
10. PROVIDE LIGHT BROOM FINISH ON ALL EXPOSED CONCRETE UNLESS NOTED OTHERWISE.
11. CONSTRUCTION JOINTS OTHER THAN THOSE SPECIFICALLY DETAILED ON THESE PLANS SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO PLACING FORMS.

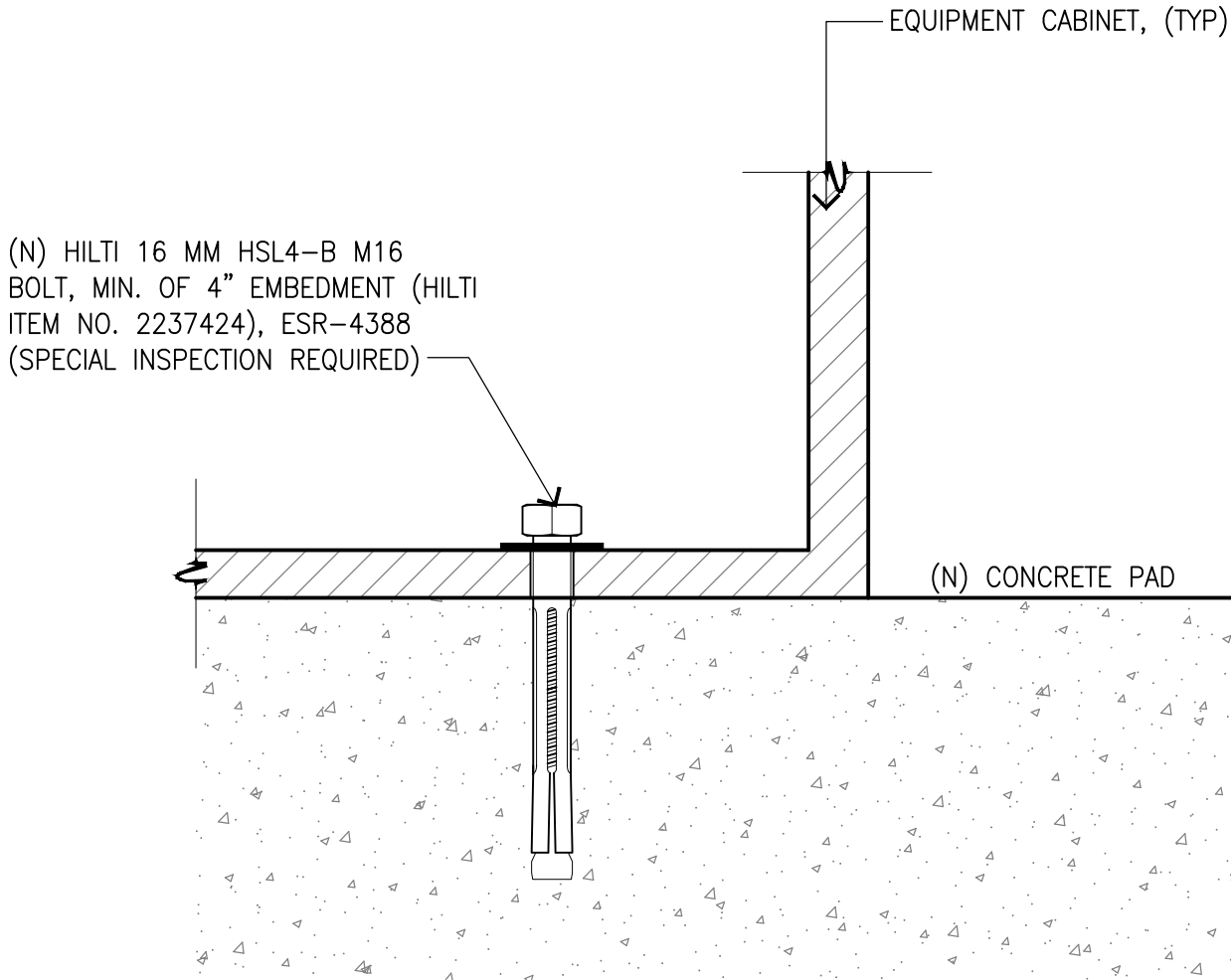
NOTE:
GC TO VERIFY MOUNTING HOLES ON CABINET, MIN. OF 4



GENERATOR ANCHORAGE

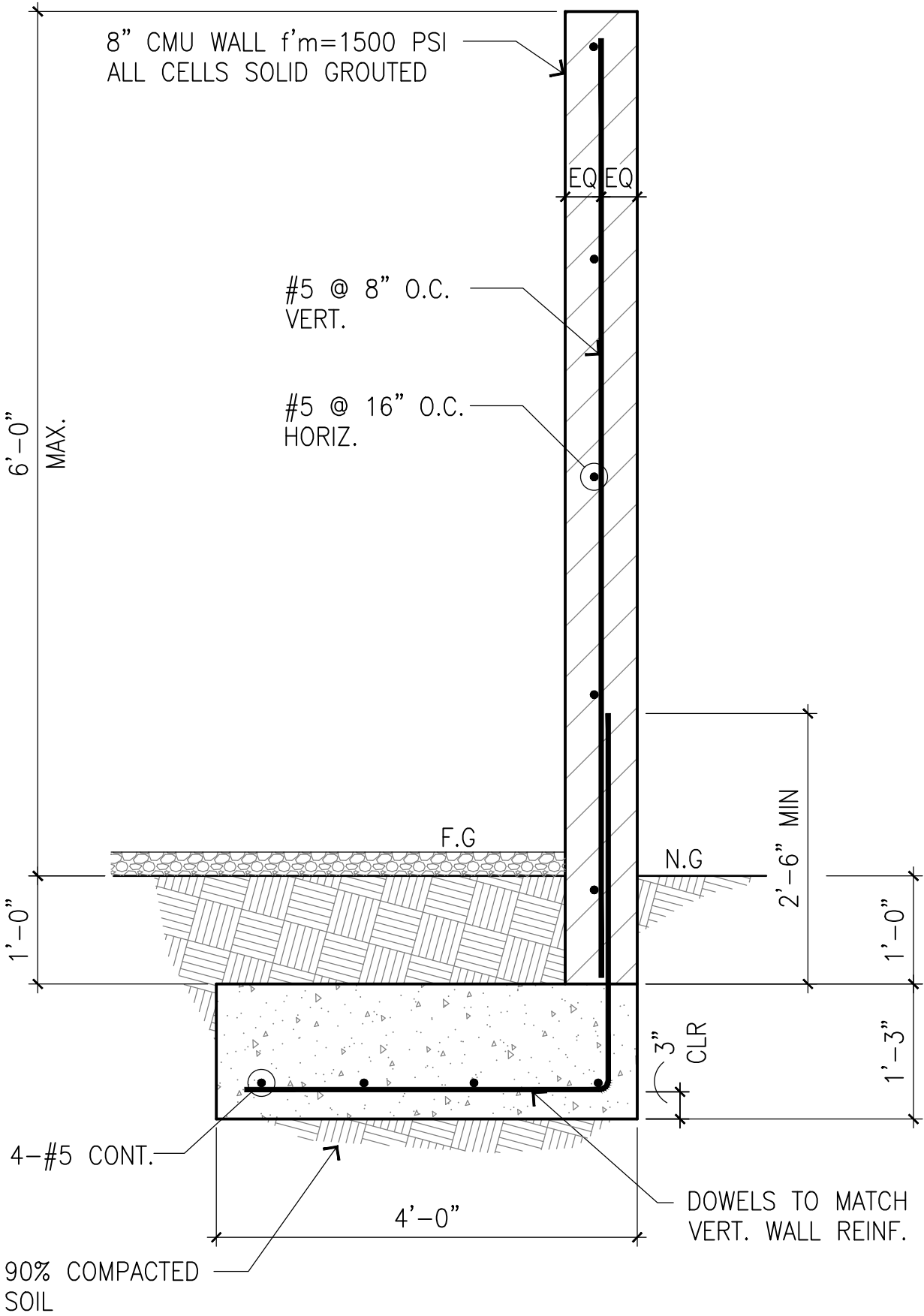
3

NOTE:
VERIFY WITH CABINET MANUFACTURER
FOR MOUNTING HOLE LOCATIONS



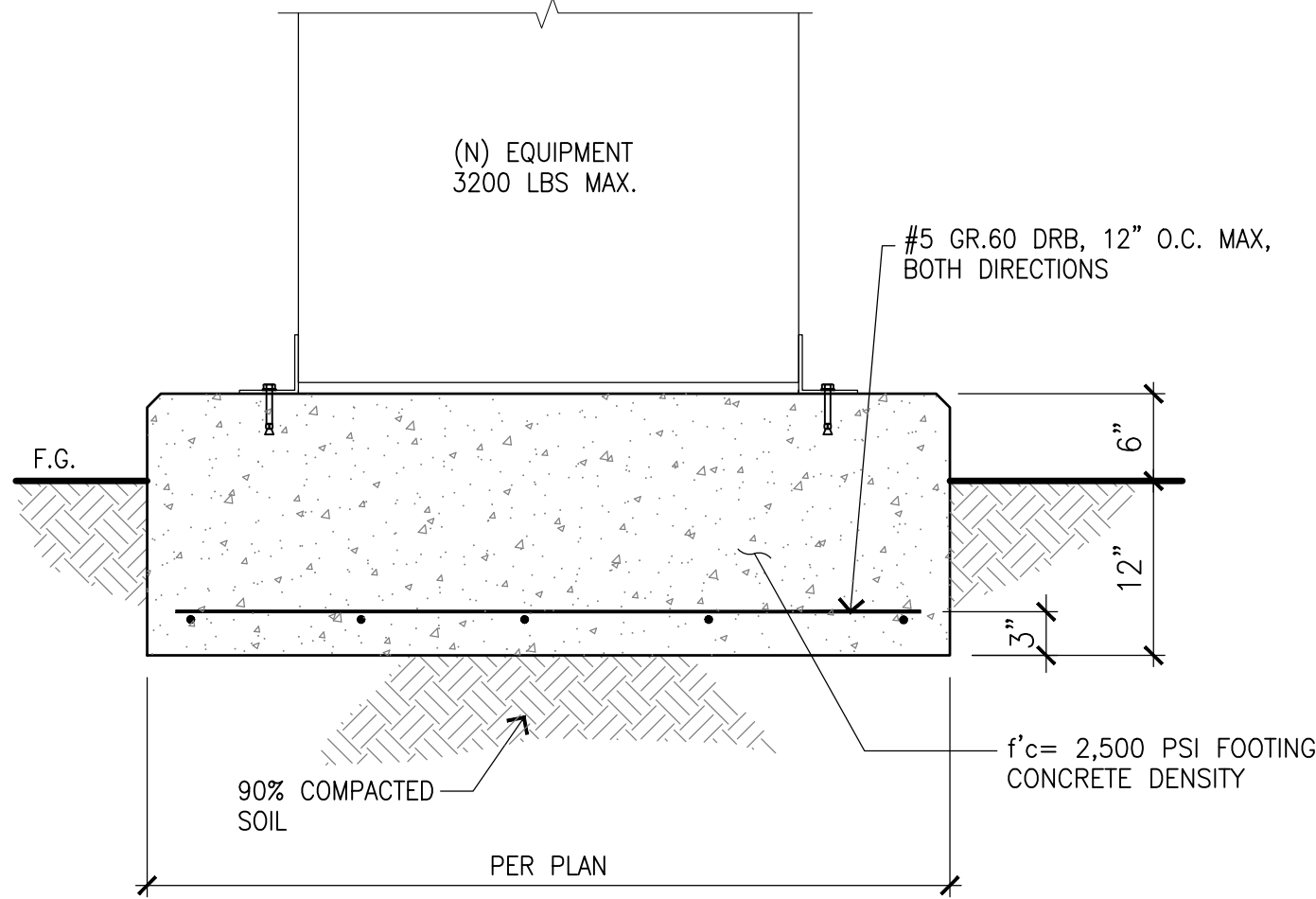
CABINET ANCHORAGE

4



CMU WALL SECTION

1



CONCRETE PAD DETAILS

2



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MONOPINE (OUTDOOR)

DRAWN BY:

JEM

CHECKED BY:

JS

SHEET TITLE:

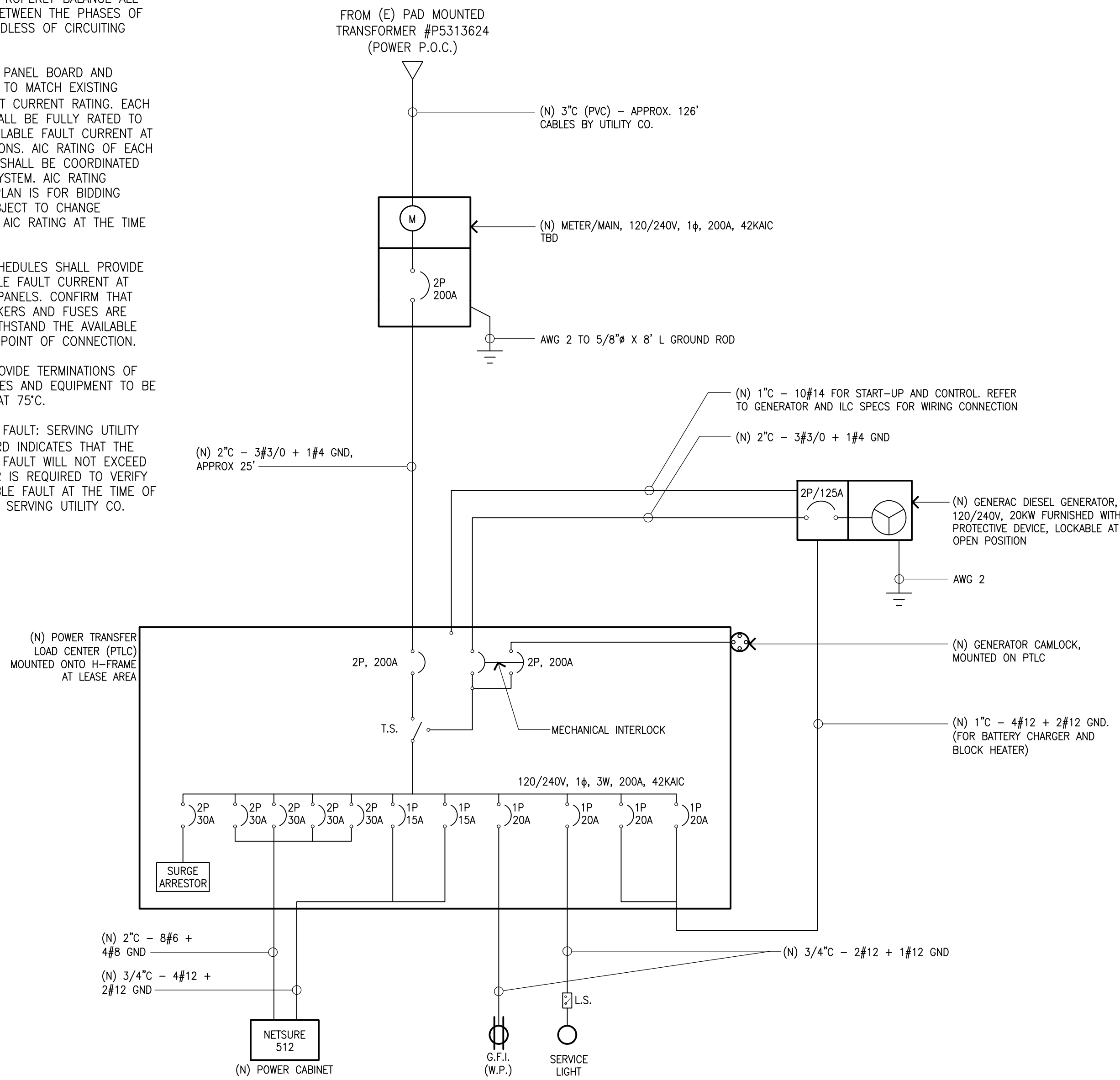
STRUCTURAL NOTES
AND DETAILS

SHEET NUMBER:

S-1

ELECTRICAL NOTES

- A. IT IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY TO PROPERLY BALANCE ALL BRANCH CIRCUITS BETWEEN THE PHASES OF THE SYSTEM, REGARDLESS OF CIRCUITING INDICATED.
- B. PROVIDE EACH NEW PANEL BOARD AND CIRCUITS BREAKERS TO MATCH EXISTING INCLUDING AIC/FAULT CURRENT RATING. EACH NEW EQUIPMENT SHALL BE FULLY RATED TO WITHSTAND THE AVAILABLE FAULT CURRENT AT POINT OF CONNECTIONS. AIC RATING OF EACH NEW PANEL BOARD SHALL BE COORDINATED TO THE BUILDING SYSTEM. AIC RATING PROVIDED IN THIS PLAN IS FOR BIDDING PURPOSES AND SUBJECT TO CHANGE DEPENDING ON THE AIC RATING AT THE TIME OF CONSTRUCTION.
- C. ALL NEW PANEL SCHEDULES SHALL PROVIDE DETAILS OF AVAILABLE FAULT CURRENT AT SERVICE AND SUB-PANELS. CONFIRM THAT EACH CIRCUIT BREAKERS AND FUSES ARE FULLY RATED TO WITHSTAND THE AVAILABLE FAULT CURRENT AT POINT OF CONNECTION.
- D. CONTRACTOR TO PROVIDE TERMINATIONS OF EACH CIRCUIT DEVICES AND EQUIPMENT TO BE RATED AND LISTED AT 75°C.
- E. MAXIMUM AVAILABLE FAULT: SERVING UTILITY COMPANY'S STANDARD INDICATES THAT THE MAXIMUM AVAILABLE FAULT WILL NOT EXCEED 42 KA. CONTRACTOR IS REQUIRED TO VERIFY THE ACTUAL AVAILABLE FAULT AT THE TIME OF CONSTRUCTION WITH SERVING UTILITY CO.



NOTE:
PRELIMINARY DESIGN, PENDING FINAL UTILITY COORDINATION.

SINGLE LINE DIAGRAM AND NOTES

2

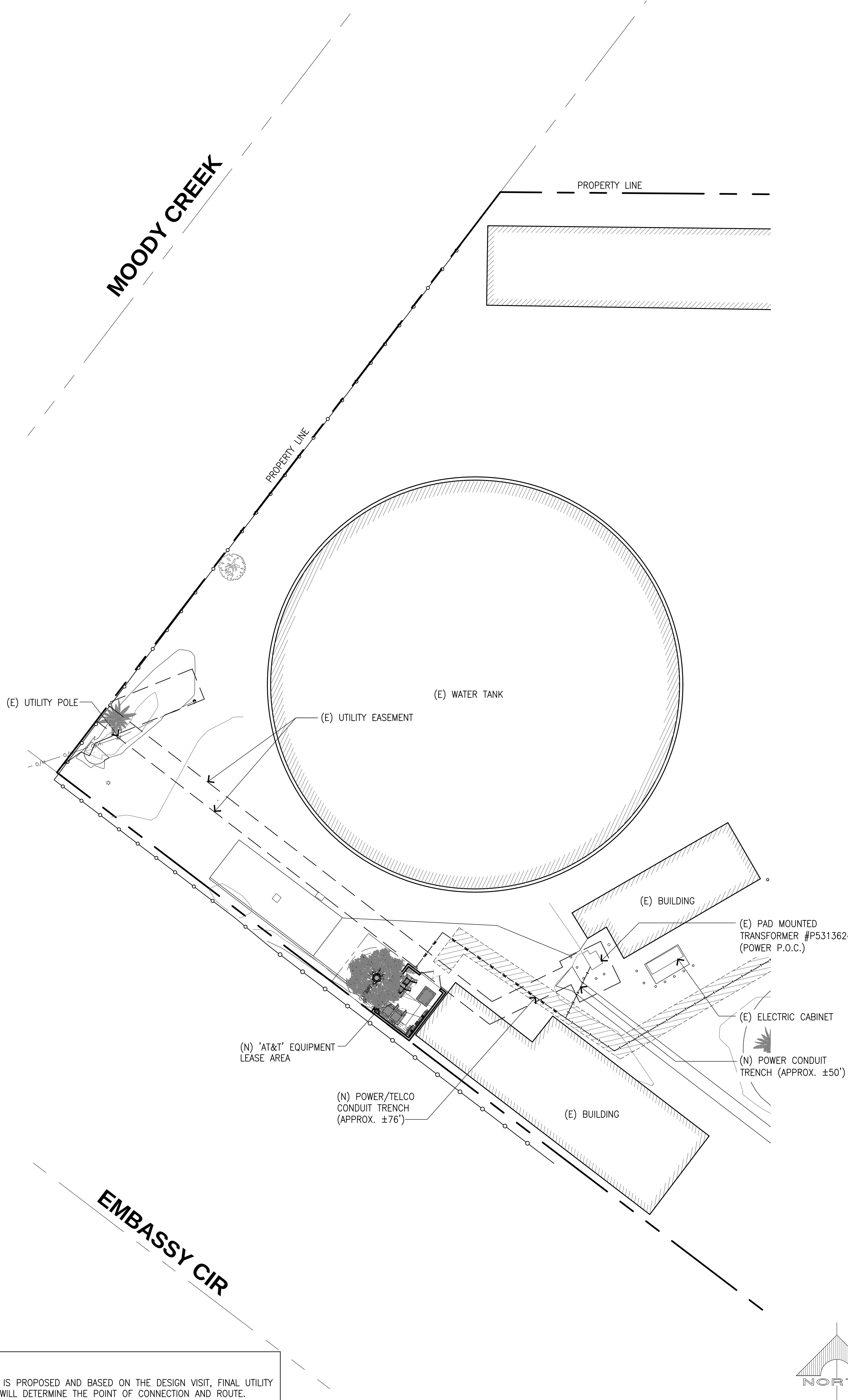
VOLTAGE: 120/240V, 1 PHASE, 200A, 42KAIC				MOUNTING: SURFACE							
MAIN CB: 2P/200A				NEMA: 3R							
				LOCATION: LEASE AREA							
VOLT-AMPS		DESCRIPTION	BREAKER	CIRCUIT	PANEL 'A'		CIRCUIT	BREAKER	DESCRIPTION	VOLT-AMPS	
ØA	ØB									ØA	ØB
2112		NETSURE 512 RECTIFIERS 1&2	30	1			2	30	SURGE ARRESTOR	0	
	2112		2	3		4	2			0	
2112		NETSURE 512 RECTIFIERS 3&4	30	5			6	20/1	SERVICE LIGHT	200	
	2112		2	7			8	20/1	G.F.I. (W.P.)		180
2112		NETSURE 512 RECTIFIERS 5&6	30	9			10	20/1	BATTERY CHARGER	360	
	2112		2	11			12	20/1	BLOCK HEATER		480
2112		NETSURE 512 RECTIFIERS 7&8	30	13			14	--	SPACE	--	
	2112		2	15			16	--	SPACE	--	
180		NETSURE GFI	15/1	17			18	--	SPACE	--	
	360	NETSURE 512 HEATER	15/1	19			20	--	SPACE	--	
--		SPACE	--	21			22	--	SPACE	--	
	--	SPACE	--	23			24	--	SPACE	--	
--		SPACE	--	25			26	--	SPACE	--	
	--	SPACE	--	27			28	--	SPACE	--	
--		SPACE	--	29			30	--	SPACE	--	
8628	8808	VA/LINE								560	660
PHASE A:	9188										
PHASE B:	9468										
CONNECTED LOAD:	18656										
DESIGN AMP.:	77.73	A									

PANEL SCHEDULE

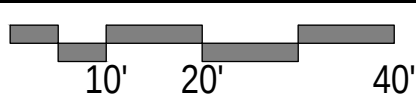
3

ELECTRICAL SITE PLAN

NOTE:
UTILITY DESIGN IS PROPOSED AND BASED ON THE DESIGN VISIT, FINAL UTILITY COORDINATION WILL DETERMINE THE POINT OF CONNECTION AND ROUTE.



SCALE:
1"=20'-0"



1



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JEM

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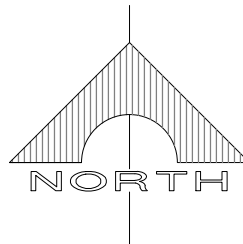
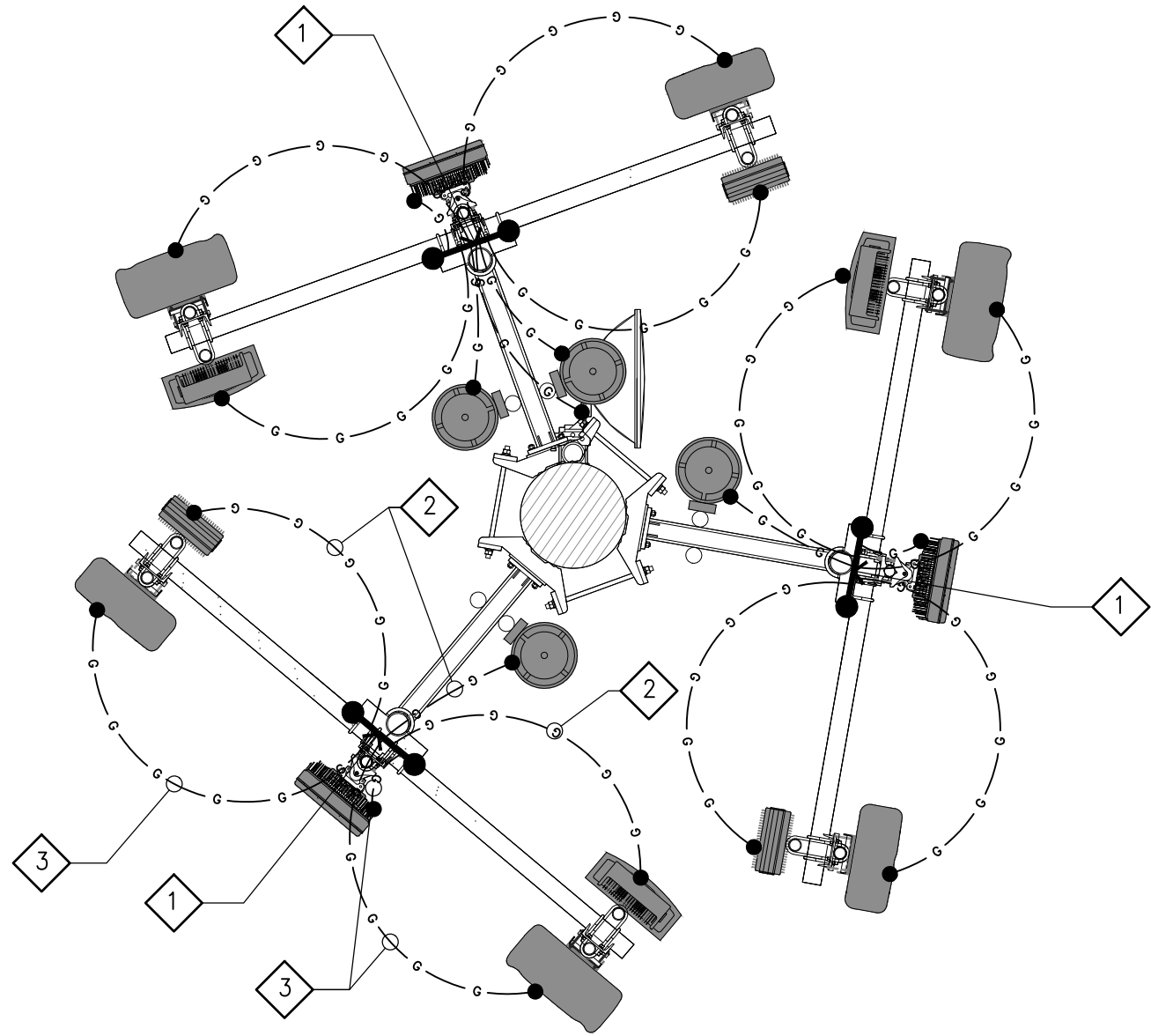
ELECTRICAL SITE PLAN, SINGLE
LINE DIAGRAM & PANEL SCHEDULE

SHEET NUMBER:

E-1

KEY NOTES

1. (N) ANTENNA GROUND BUS BAR @ EACH SECTOR.
2. (N) AWG 2 INSULATED COPPER GROUND WIRE FROM (N) RRUS & (N) SURGE SUPPRESSORS.
3. (N) AWG 6 INSULATED COPPER GROUND WIRE FROM (N) ANTENNA GROUND KIT.



ANTENNA GROUNDING PLAN (TYPICAL PER SECTOR)

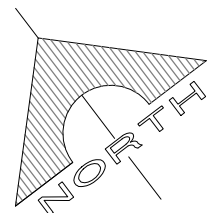
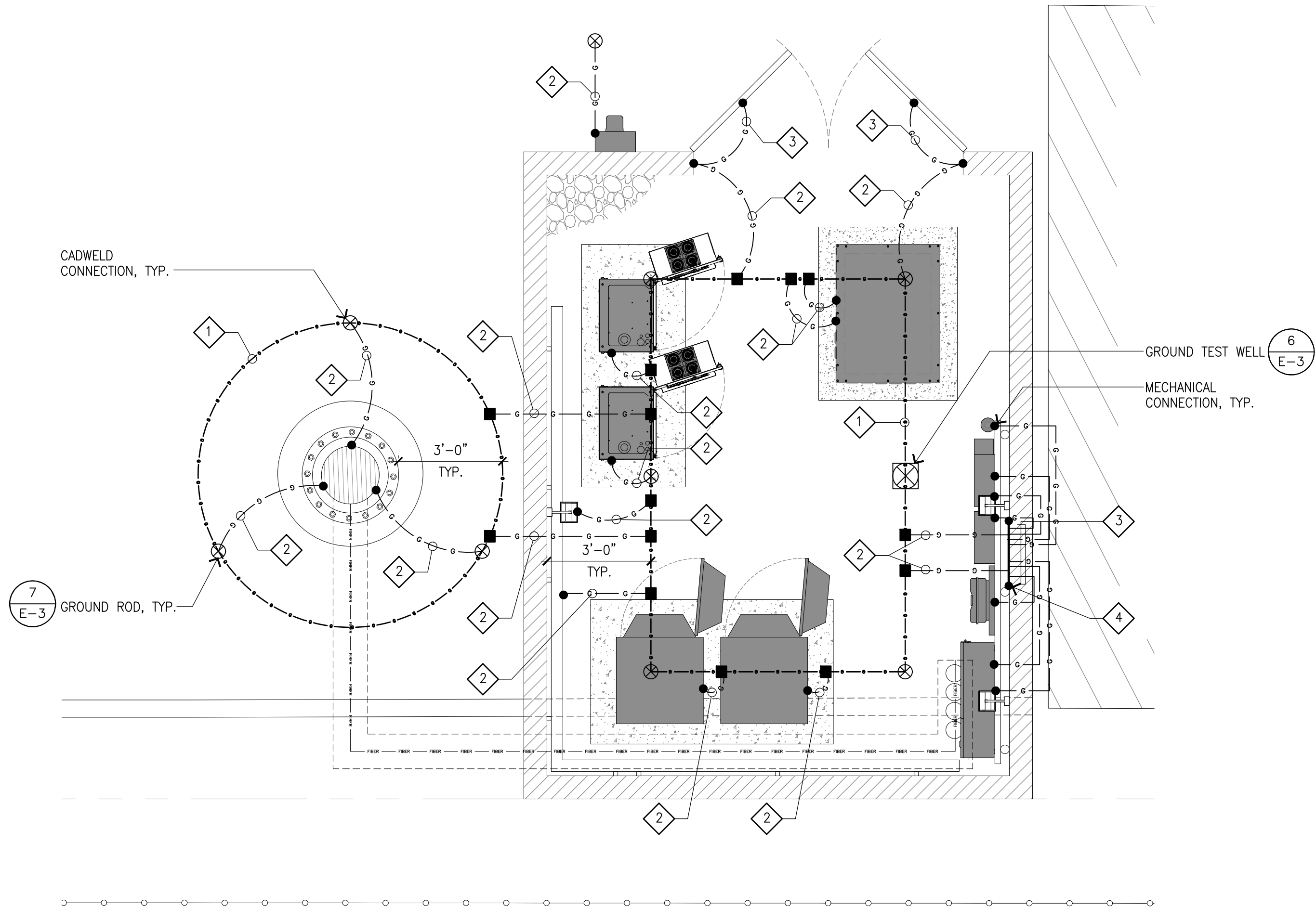
SCALE:
3/8"=1'-0"

2

- ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
- GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING @3 GROUND WIRES AND CONNECT TO SURFACE MOUNTED GROUND BUS BARS AS SHOWN. FOLLOW ANTENNA AND BTS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS. GROUND COAX SHIELD AT BOTH ENDS USING MANUFACTURER'S PRACTICES. ALL UNDERGROUND WATER PIPES, METAL CONDUITS AND GROUNDS THAT ARE A PART OF THIS SYSTEM SHALL BE BONDED TOGETHER.
- ALL GROUND CONNECTIONS SHALL BE #2 AWG U.N.O. ALL IRES SHALL BE COPPER THHN/THWN. ALL GROUND WIRE SHALL BE TIN COATED OR GREEN INSULATED WIRE.
- CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE TO A RANGE OF 5 TO 10 OHMS MAXIMUM. PROVIDE SUPPLEMENT GROUNDING RODS AS REQUIRED TO ACHIEVE SPECIFIED OHMS READING. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE GROUND CONDUCTOR FROM THE ANTENNA TO GROUNDING POINT. GROUNDING AND OTHER OPTIONAL TESTING WILL BE WITNESSED BY THE CLIENT REPRESENTATIVE.
- NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM, DUE TO SITE SOIL CONDITIONS.
- BARE GROUNDING CONDUCTOR SHALL BE HARD DRAWN COPPER SIZES AS NOTED ON PLAN.
- ALL HORIZONTALLY RUN GROUNDING CONDUCTORS SHALL BE INSTALLED MINIMUM 30" BELOW GRADE IN TRENCH WITHIN LEASE AREA, AND BACK FILL PER SOILS REPORT.
- ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE, WITH A MINIMUM 12" BENDING RADIUS NOT LESS THAN 90 DEGREES.
- ALL SUPPORT STRUCTURES, CABLE CHANNEL WAYS OR WIRE GUIDES SHALL BE BONDED TO GROUND SYSTEM AT A POINT NEAREST THE MAIN GROUNDING BUS "MGB" WITH A MINIMUM NO. 6 COPPER CONDUCTOR AND (2) 2-HOLE COMPRESSION CONNECTOR AT BUS.
- ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE:
 - BURDY, HY-GRADE UL LISTED CONNECTORS (MECHANICAL CONNECTIONS).
 - CADWELD, EXOTHERMIC WELDS (WELDED CONNECTIONS).
 - TWO - 2-HOLE COPPER COMPRESSION FITTINGS (BUS BAR CONNECTIONS).
- ALL CRIMPED CONNECTIONS SHALL HAVE EMBOSSED MANUFACTURER'S DIEMARK VISIBLE AT THE CRIMP.
- ALL GROUND CONNECTIONS SHALL BE BURNISHED AND SHALL HAVE A COATING OF "KOPR-SHIELD" OR "NO-OX-ID" APPLIED TO THE CONNECTION.
- ALL CONNECTION, HARDWARE AT EQUIPMENT SHALL BE TYPE 316 SS, OR DURIEM BRONZE. "KOPR-SHIELD" OR "NO-OX-ID" APPLIED TO THE CONNECTION.
- THE GROUND RING SHALL BE INSTALLED 24" MINIMUM BEYOND ANY BUILDING DRIP LINE.
- ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEW, ARTICLE 250-82 AND SHALL BOND ALL EXISTING AND NEW GROUNDING ELECTRODES. NEW GROUNDING ELECTRODES SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS, GROUND RING IF SERVICE IS WITHIN THE RADIO EQUIPMENT LOCATION, BUILDING STEEL IF APPLICABLE, COLD WATER PIPE WITHIN FIVE FEET OF WATER SERVICE IF APPLICABLE.

KEY NOTES

1. AWG 2 BCW TINNED GROUND RING, BURIED 30" BELOW GRADE.
2. AWG 2 BCW TINNED.
3. AWG 2 INSULATED COPPER GROUND WIRE.
4. GROUND BUS BAR.



GROUNDING NOTES

3

EQUIPMENT GROUNDING PLAN

SCALE:
3/8"=1'-0"

1



THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED



10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
TEL: (849) 387-1265
FAX: (849) 387-1275



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
1	03/05/24	100% CD - REVISED W/ 75' MONOPINE
0	01/11/24	100% CONSTRUCTION DRAWINGS
B	11/01/23	90% CONSTRUCTION DRAWINGS

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:

JEM

CHECKED BY:

JS

SHEET TITLE:

GROUNDING PLAN
AND NOTES

SHEET NUMBER:

E-2



6



7



Diagram illustrating the components and dimensions of a cable assembly:

- DOUBLE CRIMP CONNECTION
- INTERIOR GROUND RING
- Dimensions: 13", 4", 13"
- EXOTHERMIC WELD
- Component labels: 1, 2, 3, 4, 5

4



RESOLUTION NO. 2024-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS, LLC FOR THE LEASE, DEVELOPMENT, OPERATION AND MAINTENANCE OF A FREESTANDING WIRELESS COMMUNICATIONS TOWER (MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS MAINTENANCE YARD AT 8415 MEADOWLARK LANE**

WHEREAS, the City Council of the City of La Palma wishes to protect and preserve the quality of the residential, commercial, and public/institutional areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and

WHEREAS, New Cingular Wireless PCS, LLC, (hereinafter, “the Applicant”), has initiated a request for approval to lease, erect, operate and maintain a freestanding wireless communications tower (monopine) on a portion of the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter, the “Project”), composed of applications for a Conditional Use Permit, Precise Plan, Variance, and a Lease Agreement; and

WHEREAS, the City’s Development and Circulation Committee conducted a duly noticed public hearing on the application for the Project, and upon considering the evidence and testimony before it, the Development and Circulation Committee adopted Resolution No. 2024-02 recommending City Council approval of the Project;

WHEREAS, Conditions of Approval have been included in the resolution approving the Conditional Use Permit, Precise Plan, and Variance for the Project to achieve an attractive and aesthetically palatable architectural design for the monopine, to ensure harmony with the surrounding land uses, and to comply with the La Palma Municipal Code; and,

WHEREAS, the City Attorney’s Office and Community Development Department have prepared a draft Lease Agreement by and between City of La Palma and the Applicant related to the Project, a copy of which is included as **EXHIBIT "A"** attached hereto and incorporated by reference herein; and

WHEREAS, the Lease Agreement has been prepared and processed in accordance with applicable law; and

WHEREAS, the Lease Agreement would promote the public convenience, general welfare, and good land use practices, and is in the best interest of the community; and

WHEREAS, the Lease Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the Premises is or will be located, including any policy plan overlay applicable to the Premises; and

WHEREAS, the Project has been analyzed under the California Environmental Quality Act ("CEQA"), and is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment; and

WHEREAS, the City Council of the City of La Palma finds and determines that the Lease Agreement is consistent with the General Plan of the City of La Palma; and

NOW, THEREFORE, the City Council of the City of La Palma does hereby resolve as follows:

SECTION 1. The City Council of the City of La Palma makes the following findings in support of the Resolution approving the Lease Agreement:

1. The proposed use is allowed within the subject zoning district and complies with all applicable provisions of the La Palma Municipal Code.
2. The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all city, state, and federal laws and regulations.
3. The approval of the lease agreement is in compliance with the requirements of the California Environmental Quality Act (CEQA).

SECTION 2. The City Council finds that approval of the lease agreement is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) involving construction and location of a new facility and equipment

SECTION 3. The Lease Agreement attached hereto as **EXHIBIT “A”** is hereby approved, and the City Manager is hereby authorized to execute the Lease Agreement on behalf of the City. The City Manager, or his or her designee, is directed and authorized to do all of the following:

- a. Prepare a final version of the Lease Agreement for execution and recording that fully reflects the action of the City Council in adopting the Lease Agreement, subject to review and approval of the City Attorney; and
- b. Make all necessary and appropriate clerical, typographical, and formatting corrections to the adopted Lease Agreement prior to execution and recording; and
- c. To implement the Lease Agreement, in accordance with its terms.

SECTION 4. The Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

LEASE AGREEMENT

This Lease Agreement (this “Lease”), is made effective as of the latter signature date hereof (“Effective Date”) between **THE CITY OF LA PALMA**, a city of the State of California (“**LESSOR**”) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**LESSEE**”). LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

RECITALS

WHEREAS, LESSOR owns that certain real property located at 8415 MEADOWLARK LANE, LA PALMA, CA 90623, which is described and depicted on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, LESSEE desires to lease a portion of the Property from LESSOR, which is described and depicted on the attached Exhibit “B” (the “Leased Premises”); and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. PROPERTY, PREMISES, EASEMENTS & RIGHTS-OF-WAY.

1.1 **Premises.** LESSOR hereby leases the Leased Premises to LESSEE subject to the terms and conditions of this Lease.

1.2 Access and Utility Easement.

1.2.1 LESSOR hereby grants to LESSEE a non-exclusive easement and right-of-way (during the Effective Period of this Lease, defined below) for ingress and egress across the Property to and from a public right of way (seven [7] days a week, twenty-four [24] hours a day), and to install and maintain below-grade utility wires, cables, conduits and pipes under the strip of land more particularly described and depicted in Exhibit “C” (the “Access and Utility Easement”).

1.2.2 Notwithstanding the foregoing, LESSEE’s use and enjoyment of the Access and Utility Easement can and shall be limited by any reasonable regulations adopted by LESSOR including, but not limited to hour and notice requirements, as reasonably amended from time to time. Prior to enforcement, these regulations, and any reasonable modifications thereto shall be provided to LESSEE in advance in writing.

2. EFFECTIVE PERIOD, INITIAL TERM AND EXTENSION TERMS.

2.1 **Commencement Date.** The initial term of this Lease shall commence on the first day of the month following full execution of this Lease (the “Commencement Date”).

2.2 **Effective Period of Lease.** This Lease shall be in effect starting on the Commencement Date and ending on the date either the Initial Term or Extension Terms expire, or the date on which this Lease is terminated as provided herein (the "**Effective Period**").

2.3 **Initial Term.** The initial term of this Lease shall be for five (5) years and shall commence on the Commencement Date ("**Initial Term**").

2.4 **Term Extensions.** LESSEE is hereby granted the option to extend this Lease on the same terms and conditions (with rent adjusted per Paragraph 3.4 below) for five (5) additional (5) year periods after the Initial Term expires, by giving LESSOR written notice of its intent to do so at least ninety (90) days prior to the date the then-current term would otherwise end (the "**Extension Terms**"). The Initial Term and any Extension Terms shall be collectively referred to herein as the "**Term**."

2.5 **Right Of Termination Following End of Term.** After the Term has ended, LESSOR may terminate the Lease by providing written notice to LESSEE.

2.6 **Holdover.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the end of the Removal Period (as defined in Paragraph 6 below), unless the Parties are negotiating a new lease or lease extension in good faith, and LESSOR has provided its consent in writing.

3. **RENT.**

3.1 **Rent Payments.** Starting on the first day of the month following the start of construction or twelve months following the Commencement Date, whichever occurs first, rent payments shall commence and be due at a total annual rent of forty two thousand dollars (\$42,000) per year (as adjusted per Paragraph 3.4, "**Annual Rent**"), which shall be paid in equal monthly installments (as adjusted per Paragraph 3.4, "**Monthly Rent**"), in advance, on the first day of each month to LESSOR or to such other person, firm, or entity as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Monthly Rent payment date.

3.2 **Prorated Amount For Partial Monthly Rent Payment.** If the Commencement Date is not on the first day of the month or the Effective Period of the Lease does not end on the last day of the month, the Monthly Rent payment for the partial month shall be prorated based on the number of remaining days prior to the immediately following month.

3.3 **Late Payments of Rent.** LESSEE hereby acknowledges that a late payment by LESSEE to LESSOR of Monthly Rent and other sums due hereunder will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and lost interest earnings. Accordingly, if any installment of Monthly Rent or any other sum(s) due from LESSEE are not received by LESSOR or LESSOR's designee within ten (10) business days from the date that such amount is due, LESSEE shall pay to LESSOR a late charge equal to ten percent (10%) per month of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by LESSOR in the event of the late payment of Monthly Rent.

3.4 **Rent Increases.** Commencing on the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary thereafter during the Effective Period, the Annual Rent shall increase by an amount equal to two percent (2%) of the Annual Rent for the immediately preceding year, and the Monthly Rent payments shall be adjusted accordingly.

3.5 **Casualty.** In the event the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE shall have the right to terminate this Lease upon thirty (30) days prior written notice to LESSOR. If LESSOR elects to repair such damage and LESSEE does not terminate this Lease, then the Monthly Rent payable by LESSEE shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

4. **USE OF THE PROPERTY.**

4.1 **Authorized Uses, Generally.**

4.1.1 LESSEE shall be authorized to use the Premises, and the Access and Utility Easement, for the purpose of constructing, maintaining, repairing, and operating a communications facility, including any required antennas or other supporting equipment, in addition to any other walls, landscaping, fencing, asphalt, or other improvements within the Lease Premises, in the manner and layout as depicted in the attached Exhibit "C". In using the Premises and the Access and Utility Easement, LESSEE shall comply with the terms of this Lease, all conditions of the any relevant Government Approvals (defined below) and/or other federal, state or local law or regulation, and shall maintain and keep the Premises and the Access and Utility Easement in a good and workmanlike condition, reasonable wear and tear excepted, that is designed to minimize the aesthetic effects of the communications facilities and the Access and Utility Easement.

4.1.2 The construction, maintenance, repairs, alterations and removal of LESSEE's improvements, equipment, antennas and conduits shall be at LESSEE's sole expense, and LESSEE shall restore any landscaping, paving and fencing on or around the Property which was damaged by the construction, maintenance, repairs, alterations and removal of LESSEE's facility (including any slope and drainage features) to the condition existing immediately prior to such installation, maintenance, repairs or alterations.

4.1.3 Failure to comply with the applicable requirements found within any relevant Government Approval or any other state or federal law, shall be considered a default on the part of LESSEE under Paragraph 10 below. As such, following the applicable notice and cure periods, LESSOR may move to terminate this Lease pursuant to the terms hereinbelow in the event of any such default by LESSEE.

4.2 **Modifications to Authorized Uses.**

4.2.1 The uses authorized by this Section 4, shall not be modified in any way without the Lessor's prior written consent, which consent shall be granted in the LESSOR's sole and absolute discretion.

4.2.2 Any proposed modification to the communications facility that alters the physical appearance of the facility, or any other portion of the Leased Premises (i.e. walls, fencing, landscaping, asphalt or other improvements shown on the attached Exhibit "C"), must be approved in writing by LESSOR in its sole and absolute discretion. Notwithstanding Section 6409 of the Spectrum Act (codified at 47 U.S.C. § 1455) and its implementing regulations (codified at 47 C.F.R. § 1.4001), as that statute and those regulations are amended from time to time or replaced by a successor statute or regulations, LESSOR, at LESSOR's sole and absolute discretion, may require LESSEE to undergo a discretionary review process for any modification to LESSEE's communications facility, including its antennas, which is not authorized by Paragraph 4.1 above, regardless of whether such modification constitutes a "substantial change" to the physical dimensions of such facility or antennas (as the term "substantial change" is defined in Section 6409 of the Spectrum Act and its implementing regulations).

4.2.3 Notwithstanding the above, LESSEE shall have the right to replace or repair its equipment or any portion thereof during the Effective Period of this Lease, so long as such repairs and replacements do not modify the physical appearance of the approved wireless facilities, or additional improvements, and provided such repairs and replacements are constructed, operated and maintained in such a manner as to keep the Premises in a reasonably good and workmanlike condition.

4.3 **Vehicles.** The Parties acknowledge that, in connection with LESSEE's use of the Premises and any associated easements and/or rights-of-way, LESSEE may be required to bring trucks, vans and other motor vehicles onto the Property. In this regard, LESSEE shall first endeavor to utilize the public parking areas provided by LESSOR, it being understood, however, that if LESSEE determines in its reasonable, good faith discretion that it is necessary to bring such vehicles directly onto the Property, LESSEE may do so, but only within the Access and Utility Easement, and only during such times and to the extent necessary under the circumstances, and as reasonably coordinated in advance with LESSOR, and in accordance with the reasonable regulations adopted by LESSOR in writing that will be provided to LESSEE in writing. When bringing vehicles directly onto the Property, LESSEE shall cause as little interference with recreational or other activities on the Property as reasonably possible and shall be responsible for the repair of any damage caused on or around the Property as a result thereof. LESSEE shall restore the Property to the condition existing immediately prior to such entry by LESSEE, including but not limited to landscaping, paving and fencing.

4.4 **Utilities.** LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE's use of the Property. Should electric power be provided by LESSOR, LESSEE shall install an electric meter and LESSEE's usage shall be read by LESSOR or, at LESSOR's option, by LESSEE on a monthly basis, and the cost of electricity used by LESSEE shall be paid by LESSEE to LESSOR as payment separate from Monthly Rent and shall be computed at the then-current public utility rate.

4.5 **Interference.** LESSEE acknowledges and agrees that LESSOR's use of the Premises and/or Property, including any of LESSOR's other lessees on the Property, as of the Effective Date, does not interfere with any of LESSEE's existing equipment or, to the best of its current, actual knowledge, any existing equipment of its sublessee. LESSEE agrees to use commercially reasonable efforts to install future equipment only of the type and frequency which

will not cause harmful interference that is measurable in accordance with then existing industry and regulatory standards to any then existing equipment of LESSOR or LESSOR's other lessees or sublessees on the Property which (1) existed on the Property prior to the Effective Date of this Lease, and/or (2) is later installed by LESSOR and concerns LESSOR's emergency broadcast activities and/or traffic signal operations. LESSOR and LESSEE acknowledge and agree that as of the Effective Date of this Lease, LESSEE is not causing interference to LESSOR or any existing tenants at the Property. In the event any of LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Lease or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue; provided, however, that LESSOR may temporarily take such steps as are reasonably necessary with regard to any LESSEE equipment to prevent or mitigate an immediate threat to public safety. LESSEE understands and acknowledges that LESSOR may use the Property outside the Premises, or any portion of it, for its own purposes and/or lease such property to other parties for purposes that include but are not limited to the installation of additional communications facilities.

4.6 Governmental Approvals.

4.6.1 LESSEE shall comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Applicable Laws") in the performance of its obligations under this Lease and its operation of the communications facility as authorized by this Lease. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or local authorities which will permit LESSEE to use of the Premises as set forth herein.

4.6.2 In the event that any applications for Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, LESSEE shall have the right to terminate this Lease.

5. TERMINATION.

5.1 LESSEE shall have the right to terminate this Lease by providing ninety (90) days of notice.

5.2 After the end of the second five (5) year extension pursuant to Section 2.4, if it occurs (for clarity, after this Lease has been effective for at least fifteen (15) years), LESSOR shall have the right to terminate this Lease for any reason as provided for in Paragraph 2.5 above.

5.3 Either Party shall have the right to terminate this Lease for cause at any time pursuant to Paragraph 10 below, provided the applicable cure period has elapsed.

5.4 Notice of termination shall be given to the non-terminating Party in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by the non-terminating Party or upon such later date as designated by the terminating Party.

5.5 After the Lease is terminated by either or both Parties, both Parties shall be relieved of any further obligations under this Lease, except for LESSEE's removal and restoration obligations as stated in Paragraph 6 below, but each Party shall continue to have any and all remedies for any breach of a lease obligation which occurred prior to the date of termination.

5.6 Notwithstanding any of the foregoing, or any other terms or provisions found within this Lease, nothing in the Lease shall be construed to limit the LESSOR's ability to bring any and all enforcement actions against LESSEE or its sublessees pursuant to the LESSOR's regulatory authority.

6. REMOVAL OF FACILITIES & RESTORATION OF PROPERTY.

LESSEE shall, within ninety (90) days following the expiration or termination of this Lease (including any termination for cause pursuant to Paragraph 10) (the "Removal Period"), remove, at no cost to LESSOR, its communications facilities, antenna structure(s) (including footings to a depth of two feet (2')), equipment, conduits, personal property and fixtures and to restore the Property to its original condition prior to the Commencement Date, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Premises after termination of this Lease, LESSEE shall pay Monthly Rent at the then existing rate until such time as the removal of the communications facilities, antenna structure(s) (including footings as provided herein), equipment, conduits, personal property and fixtures are completed in accordance with this Paragraph 6. At LESSOR's option, when this Lease is terminated and upon written notice by LESSOR to LESSEE given within thirty (30) days of such termination, LESSEE shall leave LESSEE's improvements (the "Remaining Improvements"), other than its personal property and fixtures, to become the property of LESSOR.

7. ASSIGNMENT AND SUBLETTING.

7.1 Should LESSOR, at any time during the Effective Period of this Lease, sell lease, transfer or otherwise convey all or any part of LESSOR's Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and all of LESSEE's rights hereunder, and any transfer by LESSOR of any portion of LESSOR's Property underlying the easements and rights-of-way herein granted shall be under and subject to the right of LESSEE to such easements and rights-of-way.

7.2 This Lease may be sold, assigned or transferred by LESSEE, and all or any portion of the Premises may be subleased, without any approval or consent of LESSOR to LESSEE's principal, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other proposed successors-in-interest, this Lease may not be sold, assigned, subleased or transferred

without the written consent of LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

7.3 LESSEE further understands and agrees that prior to agreeing to a new successor-in-interest per Section 7.2 above, LESSOR may require reasonable modifications to the financial terms of this Lease, or a separate agreement with the subleasing party, prior to consenting to any such sale, assignment, sublease or other transfer of any of LESSEE's rights under this Lease. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

8. INDEMNITY AND NON-LIABILITY OF LESSOR.

8.1 LESSEE shall and hereby does indemnify, defend (with counsel reasonably approved by LESSOR), and hold harmless LESSOR and any and all of its officials, officers, employees, contractors, subcontractors, and agents, (collectively, "Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, or regulatory proceedings, whether actual, alleged, or threatened), losses, expenses, or costs of any kind, including, without limitation, reasonable court costs (including, attorneys' fees actually incurred), litigation expenses, and actually incurred fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation (collectively, "Losses"), to the extent the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, LESSEE's use of or operations on the Premises or the Property or by any of LESSEE's officers, agents, employees, or subcontractors, except to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties.

8.2 LESSEE agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Paragraph 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of LESSEE in the performance any work or operations on the Property. In the event LESSEE fails to obtain such indemnity obligations from others as required herein, LESSEE agrees to be fully responsible according to the terms of this Paragraph 8. Failure of LESSOR to monitor compliance with these requirements imposes no additional obligations on LESSOR and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend LESSOR as set forth herein is binding on the successors, assigns or heirs of LESSEE and shall survive the termination of this Lease or this Paragraph 8.

8.3 Neither Party shall be liable to the other party or any of its agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8.4 LESSOR shall not be liable to LESSEE or any of its agents, representatives or employees for any loss or damages to LESSEE's personal property caused by theft, vandalism, malicious mischief, fire, act of God, acts of the public enemy, riot, strike, insurrection, war, court order, or requisition or order of a governmental body or authority.

9. **INSURANCE.**

9.1 **Types; Amounts.** LESSEE shall obtain, and shall require any subcontractor to obtain substantially the same coverage as required of LESSEE, insurance in the amounts described below.

9.1.1 **General Liability Insurance.** LESSEE shall maintain occurrence version general liability insurance with a combined single limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage.

9.1.2 **"All Risk" Property Insurance.** LESSEE shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Premises, with limits equal to ninety percent (90%) of the replacement value of all such improvements or alterations.

9.2 **General Provisions.** The liability insurance required under Section 9.1 above shall include LESSOR, its elected officials, officers, employees, and volunteers as additional insureds as their interests may appear under this Lease. Such required insurance shall be primary with respect to any insurance or self-insurance programs covering LESSOR, its elected officials, officers, employees, and volunteers, with respect to claims resulting from LESSEE's use and occupancy of the premises and the operations conducted thereon. Such required insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to LESSOR, its elected officials, officers, employees, and volunteers. LESSEE may satisfy the foregoing by obtaining the appropriate endorsement to any master policy of liability insurance LESSEE may maintain.

9.3 **Certificates; Insurer Rating Cancellation Notice.** Upon the Commencement Date, LESSEE shall furnish to LESSOR properly executed certificates of insurance which evidence all such required insurance as required by this Section 9. LESSEE shall maintain such required insurance at all times while this Lease is in effect, and shall replace any certificate or policy which will expire within twenty (20) days after expiration. Unless approved in writing by LESSOR, LESSEE shall place such required insurance with insurers licensed, authorized or permitted to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

10. **DEFAULT.**

10.1 In the event there is a default by either Party with respect to any of the provisions of this Lease or its obligations under it, including the payment of Monthly Rent, the non-defaulting Party shall give the defaulting Party written notice of such default. After receipt of such written notice, the defaulting Party shall have thirty (30) days in which to cure any monetary default, and thirty (30) days in which to cure any non-monetary default, provided the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure for a non-monetary default is such that it reasonably requires more than thirty (30) days, and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

10.2 The non-defaulting Party may not maintain any action or effect any remedies for default against the defaulting Party unless and until the defaulting Party has failed to cure the same within the time periods provided in this Paragraph 10.

10.3 Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor, plus interest (from the date that such costs and expenses are incurred until payment) at ten percent (10%) per annum. In the event of a default beyond all applicable cure periods by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Lease. In the event of an uncured default, the non-defaulting Party shall have the right to pursue an action for specific performance (including the payment of Monthly Rent) and for the recovery of actual damages. No punitive damages, treble damages, and/or lost profits, or other financial recovery shall be available to either Party. Notwithstanding any other provision in this Lease, after terminating this Lease pursuant to Section 5 of this Lease, LESSOR shall have the right to re-enter the Premises and/or to remove LESSEE's person or property from the Premises, should LESSEE fail to remove its property within the time-period provided in Section 6 of this Lease.

11. **NOTICES.**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CLL00939; Cell Site Name: Moody (CA)
Fixed Asset #: 12731323
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CLL00939; Cell Site Name: Moody (CA)
Fixed Asset #: 12731323
208 S. Akard Street
Dallas, TX 75202-4206

LESSOR: City of La Palma
7822 Walker Street
La Palma, CA 90623

With a copy to: City Attorney
City of La Palma
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

12. **COMPLIANCE WITH LAWS AND OTHER RESTRICTIONS.**

12.1 Compliance with Laws. Lessee shall, at its sole cost and expense, comply with all Applicable Laws relating to the Premises and Lessee's use, operation and occupancy of the Premises, and all conditions, easements or restrictions now or hereafter encumbering the Premises, and shall cause the Premises to be operated in compliance with such requirements and restrictions. Lessee shall not conduct or permit to be conducted on the Premises any public or private nuisance or commit or permit to be committed any waste upon the Premises or any other act or thing which (i) would disturb the quiet enjoyment of any ordinary person leasing property from Lessor or any ordinary person occupying nearby property, or (ii) in the eyes of an ordinary person would injure the reputation of the Premises or Lessor. Lessor hereby acknowledges and agrees that Lessee's use of the Premises permitted under this Lease and in accordance with the terms of this Lease shall not be deemed a nuisance, waste or a disturbance of any other lessee's quiet enjoyment. Lessee shall make any alteration or improvement to the Premises as is necessary or required to comply with any Applicable Law and to cause the Premises to comply with any Applicable Law with respect to Lessee's use, operation and occupancy of the Premises, including any requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the date of this Lease, and as they may be subsequently amended from time to time (collectively referred to herein as the "ADA"). Lessee shall cause the Lessee Parties to comply with this Lease and all Lessor rules and regulations applicable to the use of the Premises. If any amendment to this Lease is necessary to comply with any Applicable Laws, the parties shall enter into such amendment(s) in a form reasonably acceptable to both Lessor and Lessee.

12.2 Covenant Against Discrimination. Lessee covenants for itself, its successors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry or any other protected class, in its use of the Premises and the performance of this Lease. Lessee further covenants and agrees to comply with the terms of the ADA.

12.3 Occupational Safety and Health Act; Proposition 65. Lessee shall, at its sole cost and expense, comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C., Section 651 et seq. and any analogous legislation in California, as well as Proposition

65, the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§25249.5 et seq. (collectively, the “Act”), to the extent that the Act applies to the Premises and any activities thereon. Without limiting the generality of the foregoing, Lessee covenants to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Act including such requirements as would be applicable with respect to agents, employees or contractors of Lessor who may from time to time be present upon the Premises, and Lessee shall post on the Premises the notices required under Proposition 65 to the extent required in connection with Lessee’s use of the Premises.

12.4 No Toxic Materials. Except as expressly authorized below in this Section 12.4, Lessee shall not permit or suffer placement, storage, disposal or discharge of any Toxic Materials on, under, or at the Premises and Lessee shall not erect, emplace or maintain any tank, vessel or container designed or suitable for holding Toxic Materials on or about the Premises without the prior written consent of Lessor which consent may be withheld or denied or made subject to conditions in the sole discretion of Lessor. Lessor shall not be liable to Lessee or any third party as a result of giving or withholding such consent. Lessee shall, at its sole cost and expense, and whether or not Lessor’s consent has been obtained, also comply with all Applicable Laws relating to Lessee’s storage, discharge, application, use and disposal of Toxic Materials on, under, in or about the Premises.

13. **CONDITION OF PREMISES; RELEASE.**

13.1 Condition of Premises.

Lessee acknowledges that it has had sufficient opportunity to inspect and investigate the Premises and all aspects thereof and documents pertaining thereto and it is familiar with the Premises and the condition thereof. Lessee covenants and agrees that it is relying upon its own inspections, examinations, studies and inquiries with respect to the Premises and has not relied upon any representation, warranty or statement of Lessor, or its agents or employees. Lessee shall, upon the execution of this Lease, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Premises, whether or not such conditions would be disclosed by a reasonable and diligent inspection. Lessee acknowledges that neither Lessor nor any of its officers, directors, employees, agents, or representatives has made any representations, warranties, or agreements to Lessee as to any matters concerning the Premises. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, subsurface water, environmental contamination, the purpose for which the Premises is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind, and the environmental problems associated in any way with prior or future remediation work. Lessee agrees that Lessor shall have no responsibility for any patent or latent defect or physical or environmental condition of the Premises, whether or not known or discovered, and Lessee accepts all such responsibility. The Premises is being leased to Lessee “AS-IS,” “WHERE-IS,” “WITH ALL FAULTS” without representation or warranty expressed or implied by Lessor, by operation of law, or otherwise. This Lease is made subject to and without liability to Lessor or any other Indemnified Party because of or resulting from any of the foregoing

conditions or any or any other condition of the Premises or adjacent property. Lessee expressly disclaims, which Lessee acknowledges and accepts, any implied warranty or condition and Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, including successors in interest to the Premises, hereby releases and forever discharges on, habitability, merchantability, or fitness for a particular purpose or use.

13.2 Release of Indemnified Parties. In addition to anything contained in Section 13.1 above, Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, hereby releases and forever discharges and expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Lessee may now or hereafter have against the Indemnified Parties, whether known or unknown, with respect to the physical, environmental, economic or legal condition of the Premises. For the foregoing purposes, Lessee specifically waives the provisions of Section 1542 of the California Civil Code, and any similar law of any other state, territory or jurisdiction. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Lessee hereby specifically acknowledges that Lessee has carefully reviewed this section and discussed its import with legal counsel, and that the provisions of this section are a material part of this Lease.

Lessee Initials: _____ Lessee Initials: _____

14. CONDEMNATION.

14.1 In the event of a condemnation or transfer in lieu thereof which results in a taking of the Property (or any portion thereof which prohibits LESSEE from using the Property for the purposes set forth in this Lease) (collectively, a “Taking”), LESSEE may use and/or construct upon an alternative portion of LESSOR’s Property which is equally suitable for LESSEE’s purposes, as reasonably determined by LESSOR and LESSEE, provided such space is available and provided that LESSEE obtains all necessary Governmental Approvals at its sole cost and expense. The exact site to which LESSEE may relocate shall be determined by LESSOR, and it may be upon any portion of LESSOR’s Property (or any adjoining property owned or controlled by LESSOR), provided that LESSEE reasonably approves the site as equally suitable for LESSEE’s intended uses. If it is determined that alternative space is not available as herein provided, LESSEE may terminate this Lease pursuant to Paragraph 5.

14.2 If a condemning authority takes title to the Property during the Effective Period of this Lease, and the Parties have not agreed on an alternative space pursuant to Paragraph 13.1 above, the Lease shall terminate on the date such condemning authority takes title. In the event of such termination, LESSEE shall not be entitled to share in any portion of the condemnation award, and LESSEE hereby expressly waives any right or claim to any part thereof. However, Monthly Rent shall abate during the time LESSEE is unable to use the Property as provided for in this Lease

as a result of such Taking, and LESSEE shall have the right to claim and recover only from the condemning authority (but not from LESSOR) any amounts necessary to reimburse LESSEE for the cost of removing its personal property and fixtures from the Property.

15. **RENOVATION OF PROPERTY.**

LESSOR hereby reserves the right (but not the obligation) to repair, renovate, construct, modernize, rehabilitate, or otherwise alter all or any portions of the Property throughout the term of this Lease (hereafter, "**Modifications**"), in such manner and at such time as LESSOR may, in its sole and absolute discretion, deem necessary, subject to LESSEE's right to operate its facility at the Premises in accordance with this Lease. In connection with all such Modifications, LESSOR may enter the Premises to the extent reasonably required by LESSOR to pursue and complete such Modifications, but only after giving LESSEE at least five (5) business days' prior notice so that LESSEE may provide an escort. LESSEE agrees that under no circumstances shall the Modifications as to any portion of LESSOR's Property, or the work that takes place in the course of making the Modifications, including LESSOR's entry onto the Premises, constitute an eviction or partial eviction of LESSEE or a breach of LESSEE's right to quiet enjoyment or use of the Premises, or any provision of this Lease, nor entitle LESSEE to damages or equitable relief or abatement or reduction in the Monthly Rent payment due. Notwithstanding the foregoing, nothing in this Paragraph 15 shall be construed, interpreted or implemented so as to deprive or prevent LESSEE from using the Premises for the uses contemplated herein.

16. **MISCELLANEOUS.**

16.1 **Quiet Enjoyment.** LESSOR covenants that LESSEE, on paying the Monthly Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSEE has investigated the Property and has satisfied itself that, as of the Effective Date of this Lease, there are no improvements, structures or utilities, including other existing antennas or communications equipment or facilities, that interfere with LESSEE's use of the Property for the purposes permitted by this Lease.

16.2 **Integration.** It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the Parties.

16.3 **Governing Law & Choice of Forum.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of California, and the Parties agree that any action arising from or relating to any obligation under this Lease shall be commenced and pursued in either (1) the Superior Court of the State of California, County of Orange, or, (2) so long as all other prerequisites for federal court jurisdiction are satisfied, the United States District Court, Central District of California.

16.4 **Successors.** This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

16.5 **Subordination & Non-Disturbance.** At LESSOR's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest ("Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such Mortgage shall recognize (in writing and in a commercially reasonable form acceptable to LESSEE's counsel) the validity of this Lease in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy and have access to the Premises and any related easements or rights-of way so long as LESSEE is not in default of this Lease. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the Effective Date of this Lease, there is any deed of trust, ground lease or other encumbrance or right of repurchase affecting the Property, LESSOR agrees to use its best efforts in cooperating with LESSEE in obtaining from the holder of such encumbrance an agreement that LESSEE shall not be disturbed in its possession, use and enjoyment of the Premises and any related easements or rights-of way.

16.6 **Right to Cure.** If LESSOR breaches any material covenant, agreement or promise contained in any mortgage or deed of trust superior to LESSEE's estate hereunder (other than any mortgage or deed of trust as to which LESSEE has obtained a non-disturbance agreement in accordance with Paragraph 16.5 above) or contained in any lease under which LESSOR holds title to any portion of the Property, and if LESSOR fails to (at least) commence to cure such breach within thirty (30) days after receiving written notice specifying the violation (or if LESSOR fails thereafter to diligently prosecute the cure to completion), then LESSEE may terminate the Lease pursuant to Paragraph 5, or it may (although it shall not be obligated to do so) cure LESSOR's breach and/or perform LESSOR's obligations (on LESSOR's behalf and at LESSOR's expense) at LESSEE's sole cost and expense.

16.7 **Interpretation.**

16.7.1 The Parties agree that all of the provisions in this Lease shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate Paragraph.

16.7.2 The language of all parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed for or against either Party.

16.7.3 The captions contained in this Lease are inserted for convenience only and are not intended to be part of this Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

16.7.4 The exhibits attached to this Lease are made a part of this Lease as though fully set forth.

16.8 **Severability.** If any provision of this Lease is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease, unless the severing of such a provision would materially alter the consideration provided under the Lease or render the Lease unintelligible.

16.9 **Attorneys' Fees.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

16.10 **Abandonment, Dispossession, Surrender, Cancellation.** The abandonment of the Property by LESSEE during the Effective Period of this Lease, or LESSEE's dispossession by process of law, or otherwise, or the voluntary surrender of this Lease, or mutual cancellation of this Lease, shall not work a merger, and shall terminate any and all of LESSEE's existing subleases or assignments unless such sublessees or assignees are accepted by LESSOR, in writing, at the time of such abandonment, dispossession, surrender, cancellation, which acceptance LESSOR may give or withdraw in its sole and absolute discretion.

16.11 **Time of the Essence.** Time is of the essence in the performance of this Lease.

16.12 **Authority to Execute Lease.** Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

16.13 **No Personal Liability.** No officer, official, employee, agent or representative of LESSOR shall be personally liable to LESSEE or its successor in the event of a default or breach by LESSOR, or for any amount which may become due to LESSEE or its successor, or for any breach of any of LESSOR's obligations under this Lease.

16.14 **Nondiscrimination.** LESSEE covenants by and for itself, its heirs, successors and assigns, and all persons claiming under and through it that it shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this Lease.

16.15 **Taxes.** LESSEE shall have the responsibility to pay any documented increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Lease within thirty (30) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any such real estate taxes until LESSEE has received the notice, assessment or billing relating to such taxes as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the thirty (30) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Lease. LESSOR shall reasonably cooperate, at no cost to LESSOR, with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to

LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE. LESSEE is hereby notified that any property interest deemed to have been created by or as a result of this Lease may be subject to property taxation, and that LESSEE may be subject to the payment of property taxes levied on the interest.

16.16 **Electronic Funds Transfer of Rent Payments.** Upon written agreement of the Parties, LESSEE may pay Monthly Rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

16.17 **Taxpayer Identification Number and Certification.** LESSOR hereby agrees to provide to LESSEE a W-9 upon its execution of this Lease. Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE a W-9 and such other reasonable documentation as requested by LESSEE in writing to verify LESSOR's right to receive rental payments under this Lease.

16.18 **Non-Waiver.** The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under this Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, in law or in equity.

16.19 **Survival.** The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

16.20 **Submission of Lease.** The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties.

16.21 **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same instrument.

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

LESSOR:

CITY OF LA PALMA,
a municipality

By: _____
Name: Conal McNamara
Title: City Manager

Date: _____

ATTEST:

By: _____
Name: Kimberly Kenney
Title: City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Ajit S. Thind
Title: City Attorney

Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Misty Snowden
Title: Area Manager

Date: _____

Exhibit A

Property

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA PALMA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH 360.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE NORTH 20 ACRES OF THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, WHICH IS NORTHEASTERLY OF THE LOS ANGELES INTER-URBAN RAILWAY COMPANY RIGHT OF WAY RECORDED NOVEMBER 14, 1905 IN [BOOK 122, PAGE 262](#) OF DEEDS.

EXCEPT THE EAST 638.60 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED NOVEMBER 21, 1961 IN [BOOK 5919, PAGE 512 OF OFFICIAL RECORDS](#).

ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, AS MORE PARTICULARLY SET FORTH AND PROVIDED IN VARIOUS INSTRUMENTS OF RECORD.

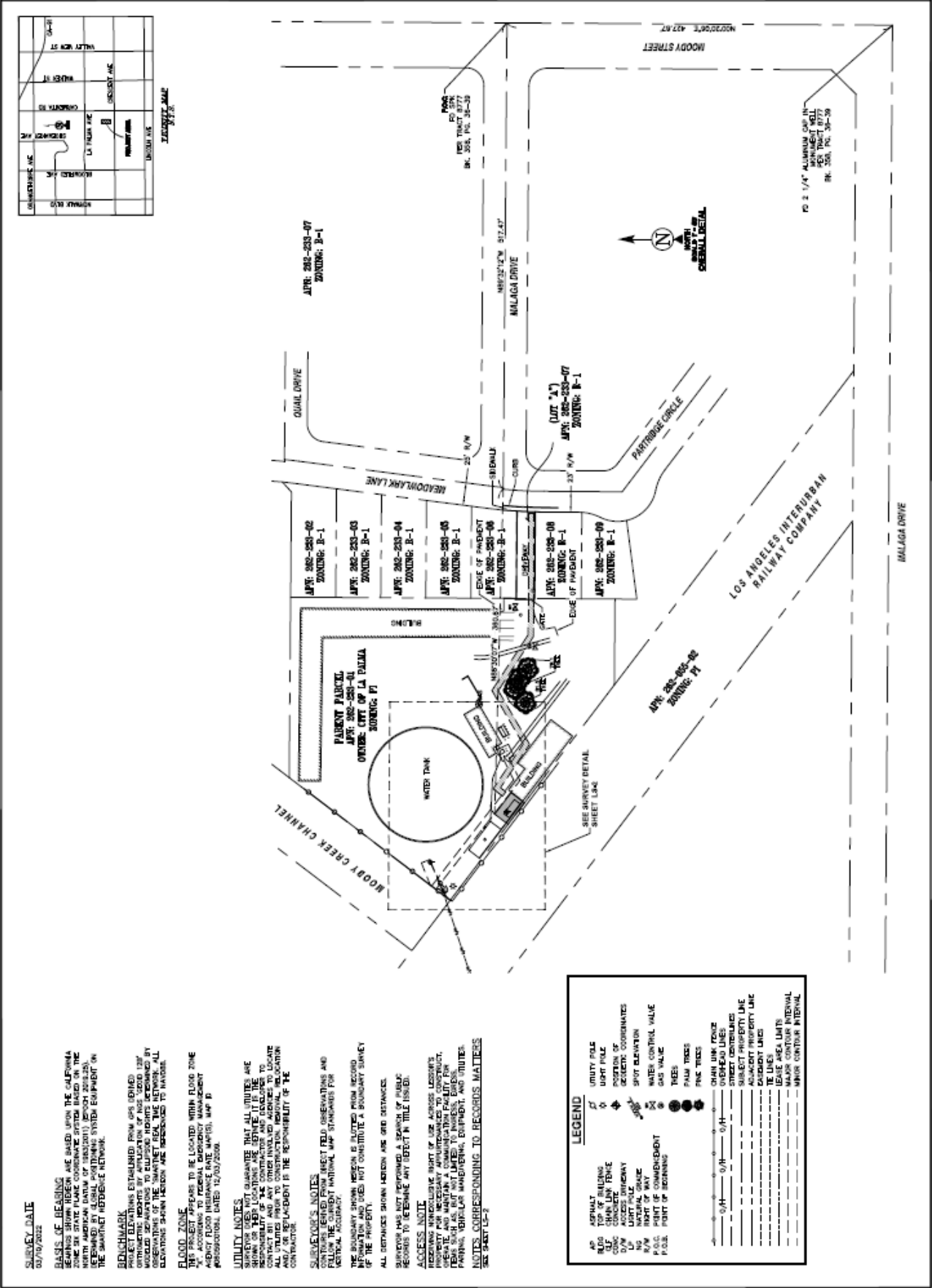
[APN: 262-233-01 AND 262-233-07](#)

Exhibit B

Leased Premises

Exhibit C

Access and Utility Easement



RESOLUTION NO. DCC 2024-02**A RESOLUTION OF THE DEVELOPMENT AND CIRCULATION COMMITTEE OF THE CITY OF LA PALMA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE PRECISE PLAN 287 AND VARIANCE 2022-01 TO INSTALL A 75' FREESTANDING WIRELESS COMMUNICATIONS TOWER (MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS MAINTENANCE YARD AT 8415 MEADOWLARK LANE**

WHEREAS, SmartLink Group on behalf of AT&T Mobility (hereinafter, the “Applicant”), has initiated a request for Precise Plan (PP) 287 and Variance 2022-01 for approval to install a 75’ freestanding wireless communications tower (monopine) and associated equipment on the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter the “Project”); and,

WHEREAS, the subject property is located within the Public/Institutional (PI) Zoning District, which allows a freestanding communication tower as an accessory use; and,

WHEREAS, the City of La Palma wishes to protect and preserve the quality of the commercial and residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and,

WHEREAS, Chapter 44 – Zoning, Article II – Division 4 (Nonresidential Zoning Districts) of the La Palma Municipal Code identify the development standards and land use requirements for a freestanding communications tower; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 3 (Precise Plans and Amendments) of the La Palma Municipal Code states that the purpose of the Precise Plan is to provide a process for reviewing architectural applications for all new construction, and that process allows for the review of the design of the development, an identification of potential impacts on the surrounding properties, and an assurance that the proposed Project complies with the provisions of the Zoning Code and the General Plan; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 11 (Variances and Minor Exceptions) of the La Palma Municipal Code states that the purpose of the Variance is to allow for adjustment in the development standards only when the strict application of the Zoning Code denies the property owner privileges enjoyed by other property owners in the vicinity and within identical zoning districts. Special circumstances that justify the granting of a variance include the location, shape, size, surroundings, or topography of a site; and,

WHEREAS, Chapter 44 – Zoning, Article IV – Division 1, Section 44-485 (Authority for Land Use and Zoning Decisions), Table IV-1 (Review Authority) of the La Palma Municipal Code identifies the Development and Circulation Committee as a recommending body to the City Council which is the approval authority for all Precise Plans and Variances; and,

WHEREAS, the proposed Project shall adhere to the requirements of the La Palma Municipal Code, the PI Zoning District, and the comprehensive architectural design package included as “**EXHIBIT A**” attached hereto; and,

WHEREAS, draft Conditions of Approval have been prepared and attached as “**EXHIBIT B**” for Precise Plan 287 and Variance 2022-01, to ensure the orderly development of the Project and to maintain the quality of life in La Palma; and,

WHEREAS, the proposed project will be reviewed in for compliance with the California Environmental Quality Act (CEQA) prior to City Council consideration of the Project; and,

WHEREAS, the City of La Palma Notice of Public Hearing was published in the Wednesday, June 1, 2024, edition of the *Orange County Register*, sent to all owners of property within 300 feet of the proposed project, and posted at La Palma City Hall, La Palma Community Center, OC Public Library – La Palma Branch, and the subject property at least ten (10) days prior to the Public Hearing; and,

WHEREAS, on June 10, 2024, the City of La Palma Development and Circulation Committee conducted a duly noticed Public Hearing on Precise Plan 287 and Variance 2022-01, and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto.

NOW, THEREFORE, the Development and Circulation Committee of the City of La Palma resolves as follows:

SECTION 1. The forgoing recitals are incorporated herein and made a part hereof.

SECTION 2. The findings for Precise Plan 287, pursuant to Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
- 2) The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.
- 5) The subject site is physically suitable for the type and density/intensity of the use being proposed.
- 6) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

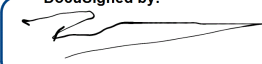
The factual findings for which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 3. The findings for Variance 2022-01, pursuant to Chapter 44 – Zoning, Article V – Division 3, Section 44-1041 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
- 2) Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
- 3) Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

SECTION 4. Based on the foregoing, the Development and Circulation Committee of the City of La Palma hereby recommends that the City Council approve Precise Plan 287 and Variance 2022-01, as depicted on the comprehensive architectural design package included as “**EXHIBIT A**” of this Resolution; subject to the Conditions of Approval, which are attached as “**EXHIBIT B**” to this Resolution, and incorporated herein by this reference; and, subject to the factual findings, which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

APPROVED AND ADOPTED by the Development and Circulation Committee of the City of La Palma at a regular meeting held on the 10th day of June, 2024.

DocuSigned by:

E1A7CCFB14344EF...
Rodi Almendralo
Chairperson

ATTEST:

DocuSigned by:

1EE8A33EF9DA42C...
Belinda Deines
Planning Manager

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

I, BELINDA DEINES, Planning Manager of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the Development and Circulation Committee of said City at a regular meeting of said Development and Circulation Committee held on the 10th day of June, 2024, and that it was so adopted by called vote as follows:

AYES: Almendralo, Alvarez, Lee, Quan

NOES: Jethvani, Luu, Sambrano

RECUSED:

DocuSigned by:



1EE8A33EF9DA42C...
Belinda Deines
Planning Manager

EXHIBIT A

PROJECT PLANS FOR
PRECISE PLAN 287 AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

EXHIBIT B

CONDITIONS OF APPROVAL FOR PRECISE PLAN 287 AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

GENERAL:

1. This Precise Plan and Variance are solely for the construction, operation, and maintenance of a 75' freestanding wireless communications tower (monopine) with associated equipment at the subject property, 8415 Meadowlark Lane.
2. In compliance with Chapter 44 -Zoning, Article IV – Division (Revocation and Modification), of the La Palma Municipal Code, this Precise Plan Permit may be revoked or modified at any time by a vote of the City Council, if any one of the following findings of fact can be made:
 - a) The use for which the approval was granted has been exercised so as to be detrimental to the public health or safety, and/or to constitute a nuisance.
 - b) The approval of Precise Plan 287 was obtained by fraud.
 - c) The use for which such approval is granted is not being exercised within the time specified.
 - d) The use for which approval was granted has ceased to exist or has been suspended for at least one year.
 - e) The permit as granted is being or recently has been exercised contrary to the terms and conditions of approval or in violation of a statute, ordinance, law, or regulation.
3. The proposed project is required to be constructed in substantial conformance with the comprehensive architectural design package provided as “**EXHIBIT A**” of this Resolution for Precise Plan 287 and Variance 2022-01; and, shall be inspected during construction by a qualified inspector for conformance with the California Building Code. The Applicant/Developer shall obtain a building permit from the City of La Palma Building and Safety Division and provide payment of permit fees prior to commencement of construction activity.
4. If at the time of application for building permit there is a project job account balance due to the City for recovery of planning review and entitlement fees, the outstanding balance shall be paid in full prior to building permit issuance.
5. The Applicant/Developer shall provide to the City a letter identifying a single point of contact for the management and operations of the communications tower (including: name, phone number, fax number, and e-mail address) and a 24-hour phone number in case of emergencies.

6. The Applicant/Developer shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the Project of their responsibilities to comply with all pertinent requirements herein in the City of La Palma Municipal; Code, including the requirement that a Business License be obtained by all entities doing business in the City as well as noise limitations and hours of operation requirements within the City.
7. Minor and incidental changes in design, placement, materials and color of signage materials to the Project requested by the Applicant/Developer may be approved administratively through the Community Development Department's Administrative Approval process. Details of any approved changes shall be provided on the working plans to the satisfaction of the Community Development Department prior to the issuance of permits.
8. Applicant/Developer shall indemnify, defend, and hold harmless the City of La Palma and its elected city council, appointed boards, commissions, committees, officials, employees, volunteers, contractors, consultants, and agents from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either the City's approval of the Project or actions related to the Property or the acts, omissions, or operations of the Applicant/Developer and its directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Applicant/Developer with respect to the ownership, planning, design, construction, and maintenance of the Project and the Property for which the Project is being approved. In addition to the above, within ten (10) days of this approval, the Applicant/Developer shall enter into an indemnification agreement with the City. The indemnification agreement shall be substantially the same as the form agreement currently on file with the City.
9. An Agreement to the Conditions of Approval shall be executed by the Applicant/Developer and filed with the Community Development Department of the City of La Palma, within fifteen (15) days of the City of La Palma City Council approval of Precise Plan 287 and Variance 2022-01. The Agreement to the Conditions of Approval shall run with the land and be binding in any subsequent owners, heirs or assigns.
10. The proposed entitlements shall expire and be of no further force or effect if the permit is not established within twelve (12) months of the permits' effective date. Time extensions are subject to La Palma Municipal Code Section 44-580.

11.

CONSTRUCTION:

12. The Applicant/Developer shall ensure that all construction contractors and subcontractor personnel are made aware of the required best management practices (BMP's) and good housekeeping measures for the project site and any associated construction lay-down areas.
13. Pursuant to Water Quality regulations the discharge of any sediment and construction materials or wastes into a receiving water or storm drain shall be prohibited. Any drilling,

grading, and construction activity, shall incorporate Best Management Practices (BMPs) for managing and implementing urban runoff and storm water pollution control measures.

- 14. A copy of the accepted Conditions of Approval shall be placed on the final construction plans. Final construction plans shall be placed at the job site until final of Building Permit. The Applicant/Developer and the Applicant/Developer's successors in interest shall be fully responsible for knowing and complying with all Conditions of Approval, including making known the Conditions to the City for future governmental permits or actions at 8415 Meadowlark Lane. These approved Conditions of Approval shall be incorporated on all sets of construction plans and be present at the site during construction.
- 15. All trash and refuse shall be disposed of in dumpsters pursuant to applicable City Municipal Code and removed from the premises on an as needed basis. At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of in trash or recycle bins. General Contractor shall sweep the Project site at the end of the day during construction activities.
- 16. All construction activities shall comply with date and time restrictions established in the Municipal Code. "Construction activities" shall only include those activities that generate any noise at the property line during site preparation and construction of the site. "Construction activity" also includes the transport, import, and export of debris and materials. Construction activity shall be limited to the following hours listed below:

Day	Time
Monday-Friday	8:00am-5:00pm
Saturday	9:00am-5:00pm
Sunday & Holidays	No construction permitted

Holidays are specifically defined herein as: Martin Luther King Jr. Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day, July 4th, and Labor Day.

- 17. The Applicant or Applicant's Agent shall be responsible for obtaining approval of all wide load and haul route permits from the Community Services Department for heavy equipment or building materials to necessary to complete the project.

MAINTENANCE AND OPERATIONS:

- 18. The lease area shall be secured at all times while authorized personnel are not physically present at the site. Barbed wire or razor ribbon shall be prohibited.
- 19. The Applicant/Developer shall provide signage with phone numbers of the utility provider for use in case of an emergency. The sign shall be posted at the communications equipment gate and/or block wall.

20. The Applicant/Developer shall be responsible for regular maintenance and upkeep of the communications tower and associated equipment consistent with the adopted plans, drawings and photo simulations as conditioned, including but not limited to:
- a) Re-finishing any painted and textured surfaces to retain the original color and condition for the duration of the life of this use;
 - b) Maintaining all improvements in good repair, free from trash, debris, litter, and other forms of vandalism. Any damage from any cause shall be repaired as soon as reasonably possible to minimize occurrences of dangerous conditions or visual blight;
 - c) Replacing any damaged element such as faux pine branches, block walls and fencing, removal of graffiti; and,
 - d) Ensuring all equipment complies with the City Code standards.

EXHIBIT C

Precise Plan and Variance Findings of Approval

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, approval of Precise Plan 287 is based on the following findings:

1. **Finding:** The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.

Facts in Support of Finding: Municipal Code permits a freestanding communication tower use in the Public/Institutional (PI) Zoning District. The Municipal Code requires any new development obtain approval of a Precise Plan (Section 44-138). A Conditional Use Permit (Section 44-848) is required to allow a freestanding communications tower as an accessory use. A Development Agreement is proposed related to the lease agreement for use of City property. The project shall be consistent with Chapter 44 Sections 398 through 401 of the Municipal Code. The proposed communication tower is designed to be compliant with the Municipal Code requirements, with the exception of the Variance request to encroach into the required minimum perimeter building/landscaping setback.

2. **Finding:** The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.

Facts in Support of Finding: The proposed 75' wireless communications tower is proposed adjacent to the City's water tank, which is currently not screened with any landscaping along the southwest perimeter of the property. The proposed facility does not require permanent on-site personnel and vehicular and pedestrian traffic will be limited to occasional visits by personnel for repairs and service. Therefore, the proposed communications facility is compatible with existing public utilities and facilities on the subject property and immediately adjacent to the subject site.

5. **Finding:** The subject site is physically suitable for the type and density/intensity of the use being proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75' and 70' is the minimum height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

6. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6' high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-1041 (Findings) of the La Palma Municipal Code, approval of Variance 2022-01 is based on the following findings:

1. **Finding:** There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.

Facts in Support of Finding: The Applicant's radio-frequency engineers have identified a significant coverage gap in the area, which causes lack of service issues for La Palma customers. The proposed site was specifically selected because all other potential sites at commercial and institutional properties in La Palma and Cypress were found to be non-viable. The City of La Palma Public Works Maintenance Yard's primary uses as a government office, storage yard, and water tank provide La Palma citizens with essential utilities and services. The proposed siting of the tower along the south property line would be the least impactful to existing operations and driveway access. The encroachment into the required minimum perimeter building/landscaping setback is mitigated by the proposed design as faux pine tree as the intent of the Zoning Code provision is to provide landscaping within the perimeter of 10' from the property line. Therefore, granting of the

variance to allow the adjustment in the development standard for perimeter setback would not constitute a grant of special privilege given the site's unique shape as a flag lot, the surrounding limitations associated with the existing City Yard facility and public utilities, and practical difficulty of relocating other City resources to accommodate a necessary use.

2. **Finding:** Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

Facts in Support of Finding: The City's north water well property at 6800 Walker Street, also located in the PI Zoning District, maintains an existing freestanding communications tower that is not camouflaged as a monopine and also encroaches into the required perimeter setback. The placement of the communications tower other than the proposed location would not allow the Applicant to provide adequate wireless service for the surrounding area. The proposed project will eliminate the gap in wireless communication service to La Palma residents, businesses, and emergency services, which is an important element of the City's infrastructure. Therefore, the granting of the variance is consistent with development patterns on other properties classified in the same zoning district.

3. **Finding:** Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Facts in Support of Finding: The subject site is located in the Public/Institutional Zoning District and is consistent with the intent and purpose to provide public and private utilities and facilities. The City's General Plan Technology Element Goal T-6 specifically states to "accommodate the reasonable use of public rights-of-way for communications infrastructure while protecting the ability of the City to provide services in said rights-of-way." The proposed variance for the communications tower to be sited in the ideal location that has the least impact to the City Yard is in keeping with the City's regulations to establish balanced and fair policies that preserve the City's ability to provide effective utility operations and infrastructure maintenance along with opportunities for the placement and maintenance of communications service.



EXISTING



PROPOSED LOOKING NORTHWEST FROM CRESCENT AVENUE



at&t

CLL00939

MOODY

8441 MOODY STREET LA PALMA CA 90623

VIEW 2



EXISTING



PROPOSED LOOKING NORTHEAST FROM MOODY CREEK



EXISTING



PROPOSED

LOOKING NORTHEAST FROM CRESCENT AVENUE

City of La Palma

Agenda Item No. 20



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ron Wilkerson, Police Chief
Ryan Hallett, Assistant City Manager

AGENDA TITLE: Resolution Approving an Exception to the 180-Day Waiting Period for Hiring a Retired Annuitant

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution certifying the need for an exception to the post-retirement employment requirement outlined in Government Code sections 7522.56 and 21224, which stipulates that California Public Employee Retirement System (CalPERS) retirees must wait 180 days before being employed by a CalPERS employer.

BACKGROUND:

None.

SUMMARY:

The Police Department currently faces staffing challenges with one vacant Police Dispatch position and a second employee scheduled to go on parental leave soon, temporarily reducing the dispatch team to 50% capacity. To address this situation and ensure continuous operation, there is a need to bring on additional help by utilizing Per Diem Dispatchers. This measure will help cover shifts and maintain the efficiency and effectiveness of the dispatch team during this period of reduced staffing. The City currently has one Per Diem Dispatcher, Janet Waller. Janet is a seasoned dispatcher who has been working for the City as a Per Diem Dispatcher for nearly nine years. Janet's performance has been exceptional and has helped the City with staffing fluctuations over the years.

Janet will retire from her current employer, the City of Fountain Valley, which is part of the same retirement system as La Palma, on August 2, 2024. The Public Employees' Pension Reform Act of 2013 (PEPRA) requires newly retired individuals to wait at least 180 days before returning to work within the same retirement system. However, exemptions under Government Code Sections 7522.56(f)(1) and 21224 allow retirees to undertake limited-duration work if approved by the governing body at a public meeting. These exemptions enable retirees to work up to 960 hours per fiscal year on special projects or temporary staffing shortages. Therefore, it is recommended that the City Council approve a resolution certifying the need for an exception to the 180-day waiting period requirement, allowing Janet to be employed by the City.

ANALYSIS:

None.

FISCAL IMPACT:

By adopting the Resolution, the City will achieve overtime savings for full-time dispatchers over the immediate six-month period. This move will also alleviate the current workload and stress on existing staff by providing additional support and reducing the need for excessive overtime hours.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA FOR EXCEPTION TO THE 180-DAY WAIT
PERIOD IN ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTIONS 7522.56 AND 21224**

WHEREAS, the California Public Employees' Pension Reform Act of 2013 (Gov. Code, §§ 7522 et seq.) prohibits the employment of retired persons within 180 days of their retirement unless certain conditions set forth in subdivisions (f) and (g) of Government Code Section 7522.56 are met; and

WHEREAS, Section 21224 of the Government Code allows retired persons to serve without reinstatement from retirement or the loss or interruption of benefits by appointment of a public agency during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of limited duration; and

WHEREAS, Section 21224 of the Government Code sets limits on the minimum and maximum compensation a retired person may receive to no less than the minimum monthly base salary and no more than the maximum monthly base salary paid to other employees performing comparable duties divided by 173.333 to equal an hourly rate; and

WHEREAS, Section 21224 of the Government Code prohibits retired persons appointed pursuant to the section from receiving any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

WHEREAS, Section 21224 of the Government Code limits a retired person appointed pursuant to that Section to working up to 960 hours each fiscal year, regardless of whether they work for one or more employers; and

WHEREAS, the City of La Palma desires to appoint Janet Waller (CalPERS ID: 5172032001) ("Ms. Waller") as an extra help retired annuitant to perform the duties of Per Diem Dispatcher for the City of La Palma subject to the limits of Government Code Section 21224; and

WHEREAS, Ms. Waller (CalPERS ID: 5172032001) retired from the City of Fountain Valley in the position of Police Dispatcher effective August 2, 2024; and

WHEREAS, pursuant to Paragraph (1) of subdivision (f) of Government Code Section 7522.56, the employment of Ms. Waller is necessary to fill a critically needed position in the City of La Palma, before 180 days since Ms. Waller's retirement from the City of Fountain Valley has passed; and

WHEREAS, pursuant to subdivision (g) of Government Code Section 7522.56, Ms. Waller has not accepted any retirement incentive upon retirement; and

Resolution No. 2024-__
Page 1 of 4

WHEREAS, pursuant to subdivision (a) of Government Code Section 21224, Ms. Waller has specialized skills as a dispatcher needed to perform Per Diem Dispatcher work for a limited duration; and

WHEREAS, pursuant to subdivision (a) of Government Code Section 21224, the maximum base salary for a Per Diem Dispatcher is \$6,616.30 and the hourly equivalent is \$38.17, and the minimum base salary is \$5,184.05 and the hourly equivalent is \$29.91; and

WHEREAS, the hourly rate for Ms. Waller shall be \$38.17 per hour; and

WHEREAS, Ms. Waller shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

WHEREAS, Ms. Waller's working hours shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the entirety of this resolution, including the appointment document attached hereto, is subject to review by the City Council of the City of La Palma and shall not be placed on the consent calendar.

THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The City Council of the City of La Palma hereby appoints Janet Waller as an extra help retired annuitant to perform the duties of the Per Diem Dispatcher for the City of La Palma subject to the limits of Government Code Section 21224, effective August 7, 2024.

SECTION 2. The City Council of the City of La Palma hereby certifies the nature of the appointment of Janet Waller as described in the Recitals set forth above and incorporated herein by this reference and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Per Diem Dispatcher for the City of La Palma by August 7, 2024, to ensure adequate staffing to expedite emergency response and recovery that requires specialized skills, knowledge, and experience to safely and responsibly manage the operations of the Police Department.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

SECTION 4. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

Resolution No. 2024-____
Page **3** of **4**

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 August, 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

CITY OF LA PALMA
PERSONNEL ACTION FORM

NAME Waller, Janet DEPARTMENT Police DIVISION Communication
 ADDRESS [REDACTED] CLASSIFICATION Per Diem Dispatcher
 SOCIAL SECURITY NUMBER [REDACTED] EMPLOYEE NUMBER 809

APPOINTMENT

Temporary (X)
 Regular ()
 Probationary ()
 Seasonal ()
 Part-Time ()
 Re-Instatement ()
 Return From Leave ()
 Full-Time ()
 Former PERS Member (X)
 (Retired 08/03/24)

SEPARATION

Resignation ()
 Dismissal ()
 Termination ()
 Retirement ()
 Other ()

IN SERVICE CHANGES

Suspension ()
 Promotion ()
 Leave of Absence ()
 Disability ()
 Pay Change ()
 Transfer ()
 Merit Increase ()
 Other ()

PERSONNEL ONLY:

Gates/Mc Donald Date of
 Notification _____

APPOINTMENT

(Attach W-4 Form)

Start Salary \$38.17/hr

Range _____

Effective Date 08/07/24Budgeted ☒Non-Budgeted ☐

Economic Int. Stmt.

Needed Yes _____ No ☒

Date _____

SEPARATION

(Attach Perf. Report)

Termination Date _____

Effective Date _____

Date of Hire _____

Last Day Worked _____

Would Rehire Yes _____ No _____

City Property Returned

Yes _____ No _____

CHANGE

(Attach Perf Report)

Range _____ to _____

From _____ to _____

Effective Date _____

Anniversary Date _____

☐ FILLS VACANCY CREATED BY SEPARATION OF: _____ ☐ NEW POSITION

REASON FOR ACTION: (To be completed in all cases)

Extra help Retired Annuitant to fill critically needed position of Per Diem Dispatcher due to vacancy and temporary vacancy of Dispatchers.

DocuSigned by:

Ron Wilkerson

B9C5342657F6449...

July 16, 2024

DocuSigned by:

Ryan Hallett

8A561244E7954EF...

July 17, 2024

NAME

DATE

NAME

DATE

City of La Palma

Agenda Item No. 21



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Kimberly Kenney, City Clerk

AGENDA TITLE: League of California Cities Voting Delegates and Resolutions

RECOMMENDED ACTION:

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

1. Designate Mayor Goodman as the City of La Palma's Voting Delegate at the League of California Cities' (LOCC) Annual Conference;
2. Designate Council Member Baker as the City of La Palma's Alternate Voting Delegate at the League of California Cities' (LOCC) Annual Conference; and
3. Authorize the City of La Palma delegation the discretion to vote on any resolutions taking into consideration the information they receive at the conference.

BACKGROUND:

Each year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. This General Assembly provides a crucial opportunity for City officials to directly influence Cal Cities policy.

On October 18, the General Assembly will take place, consisting of voting delegates appointed by each member City; each city has one voting delegate. La Palma's appointed voting delegate plays a vital role by representing the City and voting on resolutions.

In order to participate in the voting process during the General Assembly, the La Palma City Council must designate a voting delegate and up to two alternate voting delegates. An alternate may vote if the designated voting delegate is unable to serve.

SUMMARY:

Voting Delegates

This year's League of California Cities (LOCC) Annual Conference is being held on October 16

through October 18 in Long Beach. Mayor Goodman, Council Member Baker, and Council Member Keo Conklin have booked their attendance at this year's conference.

The LOCC Annual Conference includes an Annual Business Meeting, where the membership takes action on conference Resolutions. Historically, the Mayor has served as the Voting Delegate with the Mayor Pro Tem or another Council Member acting as an Alternate Voting Delegate depending on attendance. Since both this year and last year's Mayor have made known that they will be attending the conference and are willing to serve in their roles as voting delegate and alternate delegate, it is recommended that they be designated as recommended above so they can receive increased communications to prepare them for their role during the General Assembly.

Resolutions

Although no resolutions have been presented at this early stage of planning, Staff is encouraging the voting delegates to vote on Resolutions at the Annual Conference based on the City Council's 2024 Legislative Platform, which was adopted on January 16, 2024, and included as Attachment 2 to this staff report.

ANALYSIS:

None.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Cal Cities Request for Council Voting Delegates
2. 2024 Legislative Platform

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

City of La Palma 2024 State and Federal Legislative Platform

Adopted by the City Council on January 16, 2024

The Mayor, Mayor Pro Tem, and City Manager are authorized to submit advocacy letters on behalf of the City if the State or Federal legislation clearly follows the City's adopted legislative platform.

GUIDING PRINCIPLES

I. PRESERVE LOCAL CONTROL

Preserve and protect the City's powers, duties, and prerogatives to enact legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the City's revenue base and local control over local government budgeting, recognizing that economic cost is a determinate in considering the merits and/or impacts of any proposed legislation or regulation. Oppose measures that make cities more dependent on the County, State, or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits. Oppose measures that shift local funds to the County, State, or Federal Governments, without offsetting benefits.

III. PROMOTE ECONOMIC DEVELOPMENT

Support legislation and regulatory reforms that provide the City with the necessary tools and opportunity to continue to grow its economy and enhance economic development efforts. Support measures that provide the City with the capability to attract and retain businesses, as well as encourage current businesses to expand and retain jobs locally.

IV. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs including, but not limited to, economic development, transportation projects, utility undergrounding, public works, water infrastructure, parks and recreation, public safety, and COVID-19 business and government recovery.

POLICY STATEMENTS

GENERAL GOVERNMENT

1. Support legislation that preserves the ability of local governments to determine the appropriate type of election for their jurisdiction. A 2018 community survey found that 70% of residents indicated that they want to be able to vote for all five city council members.
2. Continue to support legislation that allows La Palma children to have a choice of attending schools within La Palma. Since the City is served by five school districts, the City has been actively advocating for La Palma children to be able to attend La Palma schools for some time. Due to the location of school district boundaries, some La Palma children are not eligible to attend a school located within the City limits and have to attend a school that is miles from their home.
3. Support legislation maintaining maximum local flexibility in all areas of the City's responsibility and operations, and oppose legislation that imposes intrusive, unnecessary, or unfunded state-imposed mandates on the City or its residents or preempts local authority.
4. Oppose legislation that creates unnecessary regulations, and/or restricts the City's capability to choose the most cost-efficient and effective form of providing essential services.

ADMINISTRATIVE SERVICES

Finance

1. Oppose State or Federal efforts to "borrow" local revenues and encourage the State to find other methods of balancing its budget.
2. Support legislation that includes state, federal, and regional funding formulas that ensure equitable distribution of funds at the local level.
3. Support efforts that ensure the retention of existing local revenue sources.
4. Support the reimbursement of local governments and businesses for COVID-19 related expenses.

Human Resources

1. Oppose measures that reduce local control over employee relations issues.
2. Oppose legislation mandating new or enhanced local government employee benefits.
3. Support efforts to further reform pension benefits administered by California Public Employees' Retirement System (CalPERS) that would help protect the long-term solvency of local entities and CalPERS.
4. Support changes in state law or judicial precedent to allow employers to negotiate plan changes with classic CalPERS members.

COMMUNITY DEVELOPMENT

Economic Development

1. Support efforts that are designed to provide local governments with the tools necessary to bolster economic development.
2. Support legislation and regulatory streamlining initiatives that would enhance the City's ability to attract and retain businesses as well as encourage business expansion and job retention.

Housing & Land Use

1. Oppose legislation that imposes regional, state, or federal growth, development, or land use planning standards within the City.
2. Oppose legislation that penalizes local governments for noncompliance with their housing element, or regional housing needs assessment requirements.
3. Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt, and implement plans for orderly growth, development, and conservation of local planning areas.
4. Support State and Federal legislation that would provide resources for the City to meet its housing needs as described in the Housing Element of the General Plan.
5. Support measures that provide municipalities with increased input in the development of the Regional Housing Needs Assessment (RHNA).

Regional Governance

1. Support proposals encouraging regional, sub-regional, or countywide cooperation in planning urban development strategies, especially those that provide funding for effective implementation of agreed-upon goals.
2. Support measures to achieve fair and proportionate representation on countywide and regional boards.

COMMUNITY SERVICES

Parks and Recreation

1. Support legislation and funding for youth-related prevention and intervention programs, including after school educational and recreational programs.
2. Support efforts to provide an expedited process for the fair distribution of State bond funds and other grant opportunities.

Public Works

1. Support legislation that would increase funding for local transportation projects.
2. Support legislation that affords local agencies greater discretionary authority to expend available transportation funds and affords local jurisdictions greater flexibility over transportation-related issues.
3. Support legislation that would require public utilities to underground power lines and support funding for undergrounding of utilities.

Solid Waste

1. Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.

Water Supply

1. Support legislation that encourages strong water efficiency standards and increased water conservation strategies.
2. Support legislation that would increase the availability of, and funding for, water reuse technologies, water recycling, local water storage, and other water supply technologies.
3. Support measures to increase water supply and improve water quality in the region, including drought relief legislation.

PUBLIC SAFETY

1. Support measures that encourage community safety and well-being.
2. Support legislation and implementation of State programs and policies that promote pedestrian and bicycling safety.
3. Support legislation to provide a greater share of asset forfeiture funds and increased latitude for spending local funds.
4. Support legislative efforts to increase the amount of grant funding for local law enforcement operations, including school resource officers, body-worn camera system, and disaster preparedness initiatives.
5. Support legislation that discourages drivers from operating motor vehicles while under the influence of drugs or alcohol and maintain state funding to conduct sobriety checkpoints.
6. Support initiatives involving County, State, and Federal governments to reduce and prevent homelessness.

City of La Palma

Agenda Item No. 22



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Director of Public Works & Community Services
jaNell Adams, Community Services Supervisor
Julie Herrera, Management Analyst

AGENDA TITLE: Central Park Multi-Sport Court Programming (Tennis/Pickleball)

RECOMMENDED ACTION:

It is recommended that the City Council review and provide guidance on proposed multi-sport programming, including:

1. Confirming Pickleball Court Setup;
2. Exploring Pickleball Court Free Play Options:
 - Option 1: Free Play with the option to make a future reservation for a fee; or
 - Option 2: Free Play with no option to make a future reservation for a fee.
3. Increasing the reservation fee from \$15 per hour per court, to \$20 per hour per court; and
4. Confirming Class Offerings.

BACKGROUND:

Recently, the City Council approved the conversion of one tennis court to four pickleball courts at Central Park. At the March 5th, 2024 City Council meeting, the City Council authorized an award of contract for the striping of four (4) new pickleball courts over the existing most easterly tennis court. The City Council's approval also included the authorization to purchase four (4) Douglas PPS 22SQ Portable Pickleball System nets. Due to adequate State Park grant funding, the City Council approved bid alternates to replace the worn black wind screening and install a 4-foot-high rolling gate to keep pickleballs from entering the westerly tennis court from the easterly pickleball courts and vice versa.

The striping of the pickleball courts, the 4-foot rolling gate, and the sound wall have been installed. Staff anticipates installing the portable nets by mid-August. However, the pickleball courts are currently available on a free open-play basis with players bringing their own nets while the programming is being established.

In preparation for this report, staff assessed pickleball programming in the nearby cities of Cypress, Cerritos, Fountain Valley, Rossmoor, and Seal Beach. The table below demonstrates the wide range of programming and reservation systems implemented by surrounding agencies.

Agency	Free to Play	Pay to Play	Contract Classes	Reservation System
Cypress Arnold Park*	Yes	No	Yes	None
Cerritos Regional Park Indoor Courts	No	\$20 fee for 10 visits	No	In-person
Cerritos Regional Park Outdoor Courts	Yes. M-F; 12-4 p.m. Sat-Sun; 4-10 p.m.	Daily Drop-in Play; \$10 Court Reservation; \$10 per person/limit to 2 hours	Yes	iTennis/Pickle Software (app, in-person)
Fountain Valley Indoor courts	No	M-F; 8:30 -11:30 a.m. \$3 per person	No	In-person
Fountain Valley Outdoor Courts	No	1 hr/\$20 1.5 hrs/\$30 2 hrs/\$40	Yes	Agape Tennis Academy (app, in-person)
Rossmoor Park	No	Day Rate: Resident; \$6/hr Non-resident; \$10/hr M-Sun; 5-9 p.m. Resident; \$8/hr Non-Resident; \$12/hr	No	In-person
Seal Beach	Members Only Every Day 8-12 p.m.	General Public M-F; 12-9 p.m. Sat-Sun; 12-5 p.m. \$5 per person, per day	Yes	In-person

**City of Cypress courts are under construction. Patrons are directed to go to Cypress College and must bring their own nets, and pay \$3 to park. As of now, Cypress does not plan to introduce reservations for the new courts at Arnold Park upon its reopening.*

SUMMARY:

All Central Park outdoor facilities are currently used on a first-come, first-served basis with the option to make a reservation for La Palma residents only.

Pickleball Court Setup

With the creation of four pickleball courts, these courts will be available for organized play reservations, free play, and allocated for pickleball classes. The following court setup is as follows:

1. Court A: Used for classes, reservations, and free play
2. Court B: Used for classes, reservations, and free play
3. Court C: Used for free play all the time and cannot be reserved
4. Court D: Used for free play all the time and cannot be reserved

If courts A and B are not in use for programmed classes, these courts will be available for free play.

Pickleball & Tennis Court Free Play Options

When considering the following options, staff recommends continuing to offer its reservation system to La Palma residents only. Here are the pickleball free-play options for the City Council to consider:

Option 1: Free Play with the option to make a future reservation for a fee

- Courts will stay free to use unless a La Palma resident pays a reservation fee to secure a court time, or if there is a class scheduled to use the court.
- Reservations can be made between 1 month and up to 1 business day in advance for one pickleball court (only two of the four pickleball courts will be available under the reservation system) or one tennis court.

Court reservations must be made during Department office hours, Monday - Thursday, from 7:30 am - 6:30 pm. Reservations and court availability will be posted each morning by staff.

Reservations and free play hours will be as follows:

Summer Park Hours	Memorial Day Weekend - Labor Day Weekend	Sunday - Saturday 8:00 am - 8:00 pm
Non-Summer Hours	September - May	Monday - Friday 8:00 am - 8:00 pm Saturday & Sunday 8:00 am - 5:00 pm

After these hours, free play will continue until 10:00 pm when park lights are turned off.

Option 2 Free Play with NO option to make a reservation

- Courts would be free to use and self-regulated

Reservation Fee

Courts are free to use unless a La Palma resident pays a reservation fee or if there is a class scheduled to use the court. Court reservations are non-refundable and can be made between 1 month and up to 1 business day in advance for one pickleball court (two of the four pickleball courts will be available under the reservation system) or one tennis court. Only two permits per week may be secured by the same La Palma household.

Currently, tennis courts can be reserved for \$15 per hour by residents but are typically reserved in two-hour blocks. Over the past year and a half, only two reservations have been made as the tennis courts tend to self-regulate. However, with reducing to one tennis court, there is a potential to see more tennis reservations. Additionally, staff have started receiving calls from residents seeking to reserve a pickleball court. To support future maintenance and facility improvements, staff proposes that the City Council approve a reservation fee of \$20 per court (one tennis court or one pickleball court). This adjustment also aligns with current market rates for reservations.

Class Offerings

The Community Services Department provides a variety of programs and contract classes. As such, the Department will be offering tennis and pickleball classes during the following days and times (subject to change based on demand and needs of the Department):

- Pickleball Courts: Thursdays (5:00 pm - 7:00 pm)

Pickleball Class	Thursday	5:00 pm - 7:00 pm	\$79
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- Tennis Court: Saturdays (8:00 am - 10:00 am)

Tennis Class	Saturday	8:15 am – 9:00 am	\$45
Tennis Class	Saturday	9:00 am – 10:00 am	\$59

Under these contract classes, registration revenue is split 65% for the Instructor and 35% for the City. A \$20 Non-Resident Fee is applied to all class offerings.

ANALYSIS:

Option 1: Free Play: with the option to make a future reservation for a fee

Benefits of this option:

- The reservation fee may generate revenue to offset court operations, maintenance, and future improvements
- In-person reservations can be made between 1 month and up to 1 business day in advance
- Supports both resident reservations and visitor access for free play

Potential Opportunity

It is unknown if the amount of in-person reservations may require more staff time to process each reservation. However, staff is assessing its current reservation system and other software vendors to see if there are greater efficiencies that can be implemented, such as phone apps for both court and facility reservations. This may also enhance marketing reach through QR codes on signs, fliers, newsletter articles, social media, and banners.

Option 2: Free Play with the NO option to make a future reservation for a fee

Benefits of this option include:

- No need to have staff manually input each court reservation
- Provides a completely free service for residents and visitors

Potential Issues:

- Would not allow La Palma residents to reserve a court time
- Total self-regulation may increase conflicts between park patrons and require staff time to oversee

FISCAL IMPACT:

Option 1: Free Play with a future reservation fee of \$20 per court can generate revenue to offset staffing needs, maintenance, and capital improvements. Assuming a minimum average of 4 reservations per day during the summer (92 days) and 2 reservations per day during the non-summer period (273 days), the total annual revenue is estimated at \$18,280. This includes \$7,360 from the summer schedule and \$10,920 from the non-summer schedule.

There is no additional fiscal impact as to Option 2.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 23



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Director of Public Works & Community Services
jaNell Adams, Community Services Supervisor

AGENDA TITLE: Community Activities and Beautification (CAB) Committee's
Wellness Fair Recommendation

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Review and discuss the Community Activities and Beautification (CAB) Committee's recommendation to offer a Health & Wellness Fair for Seniors in the Fall of 2025;
2. If approved, direct staff to return with a proposed program and budget to be adopted in Fiscal Year 2025-26.

BACKGROUND:

At the April 2024 City Council meeting, Councilmember Janet Keo Conklin requested support to implement a Council goal for a community health and wellness platform. Additionally, to seek a way to incorporate health and wellness at the July 4th Run for Fun event. Staff was directed to come back with a report at the next Council Meeting.

At the May 2024 City Council meeting, staff presented options to the City Council to incorporate a Health & Wellness Fair at two City events. These included the Fitness Run for Fun and one Concerts in the Park date. After further discussion, the Council directed staff to engage Councilmember Keo Conklin to determine the vision of this event and budget impacts; that this event not be a commercialized event; integrate La Palma businesses and organizations to provide value to the community; and work with the Community Activities and Beautification Committee (CAB) to provide an organized plan for a standalone Health & Wellness Fair; and return to City Council with a recommendation.

SUMMARY:

CAB recommends that the City Council direct staff to offer a Health & Wellness Fair for Seniors in September 2025.

ANALYSIS:

Each year, neighboring cities host Health Fairs for their local senior population and offer similar resources as recommended by CAB. These cities include the Stanton Senior Resource Fair in May, the Manhattan Beach Older Adults Health Fair in May, the Cypress Community Resource Fair in June, and the Buena Park Super Senior in August.

La Palma residents 55 years of age and older account for over 28% of the City's population. Although the City does not currently have a dedicated Senior Center, the Community Services Department continues to proactively offer classes for the growing population of active older adults. These classes include how to stay mentally sharp, aerobic dancing, and access to essential services (food, shelter, and referrals) via the 2-1-1 telephone number.

At the June 2024 CAB Committee meeting, the Committee recommended that the City tailor a Health and Wellness Fair for the senior population. The fair would include free blood pressure tests, health screenings, Medicare assistance/referrals, proper nutrition, preventative care, and other resources offered by non-profits, the county, and state agencies. Upon the City Council's approval, staff will engage with these non-commercialized entities to produce a standalone health and wellness fair for seniors at the City's Community Center.

Therefore, CAB recommends that the City Council direct staff to offer a Health & Wellness Fair for Seniors in September 2025 at the Community Center and return with a proposed program and budget to be adopted in Fiscal Year 2025-26.

FISCAL IMPACT:

None.

ATTACHMENTS:

None