



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, April 13, 2021 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Erica Pezold, Mayor

Don Sedgwick, Mayor Pro Tempore
Bill Hunt, Council Member

Janine Heft, Council Member
Dave Wheeler, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

NOTICE REGARDING CORONAVIRUS (COVID-19): Please be advised that some, or all, of the City Council Members may attend this meeting via teleconference. This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. If you wish to attend the City Council meeting in person, the City Council Chamber is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location. If you plan on attending, please follow the California Department of Health Guidelines by wearing a mask, washing your hands often, refraining from handshakes and maintaining social distance of six feet between individuals. You may also view the live stream of the meeting online at <http://lagunahillsca.igm2.com/Citizens/Default.aspx>.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the April 13, 2021, City Council meeting, to submit your comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on April 13, 2021. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them. Email comments will NOT be read by the City Clerk during the meeting, but will be announced and made part of the record. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Announcement of Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on April 13, 2021. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

CLOSED SESSION - CONVENING AT 6:00 PM**CALL TO ORDER**

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

ROLL CALL OF CITY COUNCIL MEMBERS**ANNOUNCEMENT OF CLOSED SESSION ITEM(S)**

The City Council will convene into Closed Session, in the City Council Conference Room or Chamber, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**CONVENE INTO CLOSED SESSION**

The City Council will convene into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER**RECESS**



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, April 13, 2021 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Erica Pezold, Mayor

Don Sedgwick, Mayor Pro Tempore
Bill Hunt, Council Member

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Dave Wheeler, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

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Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the April 13, 2021, City Council meeting, to submit your comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on April 13, 2021. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them. Email comments will NOT be read by the City Clerk during the meeting, but will be announced and made part of the record. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Announcement of Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on April 13, 2021. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

INVOCATION: Council Member Hunt

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Sedgwick

ROLL CALL OF CITY COUNCIL MEMBERS**CLOSED SESSION REPORT****1. PRESENTATIONS AND PROCLAMATIONS****1.1 Laguna Hills High School Student Liaison**

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison Kory Arfania.

1.2 Presentation of Proclamation for "Drowning Prevention Awareness"

Recommendation: That the City Council issue a Proclamation encouraging participation in the "Always Watch Your Child Around Water" campaign by highlighting May through October as a "Drowning Prevention Awareness" period and that Mayor Pezold present the Proclamation to Michael Contreras, Battalion Chief, Orange County Fire Authority.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

Recommendation: That the Interim City Manager announce the upcoming City events for the months of April and May 2021.

3. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4. CONSENT CALENDAR

All matters listed under “CONSENT CALENDAR” are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for March 23, 2021, Regular Meeting

Recommendation: That the City Council approve the Minutes for the March 23, 2021, Regular Meeting.

4.3 Ratification of April 13, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 12, 2021, to April 1, 2021, in the amount of \$418,064.32.

4.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

Recommendation: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

4.5 Progress Payment No. 2, Final, for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP NO. 412-I

Recommendation: That the City Council approve Progress Payment No. 2, Final, in the net amount of \$105,979.15, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP No. 412-I, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

4.6 Amended M2 Expenditure Report for the Fiscal Year Ended June 30, 2020

Recommendation: That the City Council: 1) Approve the Amended M2 Expenditure Report for the Fiscal Year ended June 30, 2020, for submittal to OCTA; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the Amended Renewed Measure M (M2) Expenditure Report for the City of Laguna Hills for the Fiscal Year ended June 30, 2020."

4.7 Initiation of the 2021 Weed Abatement Program

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, declaring weeds and rubbish on specified private property to be a public nuisance, commencing public proceedings, and setting a Public Hearing for May 11, 2021."

4.8 2021 Laguna Hills Memorial Day 10K, and 5K Event Update

Recommendation: That the City Council receive and file the report.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****5.1. ROLL CALL OF PLANNING AGENCY MEMBERS****5.2. PUBLIC COMMENTS**

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

5.3. APPROVAL OF MINUTES**5.3.1 Approval of Minutes for March 23, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the March 23, 2021, Regular Meeting.

5.4. ADMINISTRATIVE REPORTS**5.5. PLANNING AGENCY PUBLIC HEARINGS**

5.5.1 Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020 and Conditional Use Permit (CUP) No. 0057-2021, a Request by MLJ Resources, LLC, on Behalf of Healing Hearts Emergency Animal Hospital, Inc., to Establish a 24-Hour Emergency Animal Hospital in an Existing 5,795 Square-Foot Tenant Space Located at 23501 Avenida De La Carlota, Suite D, and a Request to Establish a Joint Parking Use Permit

Recommendation: That the Planning Agency: 1) Conduct a Public Hearing;

2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities);

3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020, a request by MLJ Resources, LLC, on behalf of Healing Hearts Emergency Animal Hospital, Inc., in cooperation with Acquiport Three Corp, to establish a Joint Parking Use Permit for a 3.3 acre property located at 23501 Avenida de la Carlota and 23452 & 23472 Ridge Route Drive."; and

4) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0057-2021, a request by MLJ Resources, LLC, on behalf of Healing Hearts Emergency Animal Hospital, Inc., to establish a 24-hour emergency animal hospital in an existing 5,795 square foot tenant space located at 23501 Avenida de la Carlota, Suite D."

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

7. ADMINISTRATIVE REPORTS

7.1. City Manager

7.1.1 Residential Parking Permit Program and No Parking Zone for Street Sweeping Purposes on Certain Streets in the Ridgefield Residential Neighborhood South of Aliso Hills Drive

Recommendation: That the City Council: 1) Find and determine that the proposed permit parking controls are not subject to the California Environmental Quality Act pursuant to Sections 15060(C)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(C)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and 2) Adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, establishing a residential parking permit area and a no parking zone during days and hours of street sweeping on certain streets in the Ridgefield residential neighborhood south of Aliso Hills Drive".

7.1.2 Award of a Proposed Customer Services Agreement with Flock Group, Inc., for a Fixed Automatic License Plate Reader System

Recommendation: That the City Council: 1) Find and determine that the deployment of an Automated License Plate Reader System is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs., Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment directly or indirectly, and 2) Award the proposed Customer Services Agreement for the fixed Automatic License Plate Reader System to the lowest responsive and responsible bidder, Flock Group, Inc., in the total bid amount of \$77,500 for an initial three-year term of services, authorize the Interim City Manager to execute the proposed Customer Services Agreement, reject all other bids and defer implementation of the fixed Automatic License Plate Reader System until July 1, 2021, after the Fiscal Year 2021/22 Budget is adopted.

7.2. Deputy City Manager/Community Services Director

7.2.1 Agreement for a Fireworks Show in Celebration of July 4, 2021

Recommendation: That the City Council approve the Fireworks Display Agreement with Fireworks and Stage FX America, Inc., for the 2021 4th of

July celebration and authorize the City Manager to execute the Agreement.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

10. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be April 27, 2021, in the Laguna Hills Community Center, Heritage Room, located at 25555 Alicia Parkway, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by April 9, 2021, at 5:00 pm.



City Clerk

April 8, 2021

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Presentation of Proclamation for "Drowning Prevention Awareness"

RECOMMENDATION: That the City Council issue a Proclamation encouraging participation in the "Always Watch Your Child Around Water" campaign by highlighting May through October as a "Drowning Prevention Awareness" period and that Mayor Pezold present the Proclamation to Michael Contreras, Battalion Chief, Orange County Fire Authority.

SUMMARY:

The City received a request from the Orange County Fire Authority (OCFA) to issue a Proclamation declaring the City's participation in the "Always Watch Your Child Around Water" campaign from May through October. Staff is recommending that the City Council issue the Proclamation to be presented to OCFA Battalion Chief Michael Contreras at the April 13, 2021, City Council meeting.

ATTACHMENTS:

- 210413 Pro Drowning Prevention Awareness



CITY OF LAGUNA HILLS PROCLAMATION DROWNING PREVENTION AWARENESS MAY THROUGH OCTOBER

WHEREAS, drowning is the leading cause of death and disability in California for children under five years of age; and

WHEREAS, for every child who dies from drowning, another five receive emergency care for non-fatal submersion injuries; and

WHEREAS, fatal and non-fatal drowning is a silent event, occurring in as little as two inches of water, including swimming pools, spas, lakes, the ocean, and any other body of water; and

WHEREAS, the theme of this year's water safety campaign "Always Watch Your Child Around Water" gives in-depth information that will be provided by staff on what Orange County residents can do to prevent drowning; and

WHEREAS, the initiatives set forth in the "ABCs of Water Safety" program will increase public awareness regarding proper procedures to prevent this needless tragedy; and

WHEREAS, the Orange County Fire Authority, will be taking this opportunity to increase public awareness about drowning prevention through a diverse community outreach campaign; and

WHEREAS, the Orange County Fire Authority will launch a water safety campaign in May and continue through October.

NOW, THEREFORE, I, Erica Pezold, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim its participation in the "Always Watch Your Child Around Water" 2021 campaign—that kicks-off in May and continues through October by encouraging all families, parents, residents, schools, recreational facilities, businesses, and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.

Dated this 13th day of April 2021.

ERICA PEZOLD, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Public Services Director

ISSUE: Schedule of Future Events

RECOMMENDATION: That the Interim City Manager announce the upcoming City events for the months of April and May 2021.

SUMMARY:

The following is a list of upcoming events for the City of Laguna Hills in the months of April and May 2021:

Rooted Campaign, Arbor Day Park Planting Event

Saturday, April 17th, 9:00 a.m., at El Conejo Park

Special City Council Meeting, Strategic Planning Session

Tuesday, April 20th, 5:00 p.m., at the Laguna Hills Community Center

Regular City Council Meeting

Tuesday, April 27th, 7:00 p.m., at the Laguna Hills Community Center Heritage Room including the **Public Hearing for The Village At Laguna Hills Project**

Regular City Council Meeting

Tuesday, May 11th, 7:00 p.m., at the Laguna Hills Civic Center Council Chamber

Traffic Commission Meeting

Wednesday, May 19th, 7:00 p.m., at the Laguna Hills Civic Center Council Chamber



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for March 23, 2021, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the March 23, 2021, Regular Meeting.

ATTACHMENTS:

- 210323 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, March 23, 2021**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:01 p.m. by Mayor Pezold.

INVOCATION: Council Member Heft

PLEDGE OF ALLEGIANCE: Council Member Hunt

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor	Present	
Don Sedgwick	Mayor Pro Tempore	Absent	
Janine Heft	Council Member	Present	
Bill Hunt	Council Member	Present	
Dave Wheeler	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Darya Ardehali.

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

Recommendation: The Interim City Manager announced the upcoming City events for the month of April 2021.

3. PUBLIC COMMENTS

The following individuals submitted electronic public comments on non-agendized items that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

John Grosshans, Vahan Mardirossian, Maral Mardirossian, Nicole Maldonado, Carina & Wayne Litman, and Sue Stinson, all residents of Laguna Hills, submitted emails in favor of installing ALPRs throughout the City.

Aayush Mehrotra, a resident of Laguna Hills, submitted an email on various topics including crime/safety, making Laguna Hills a destination and the Mall Redevelopment Project.

Heather Sayer submitted an email regarding poor road conditions on Ridge Route Drive.

4. CONSENT CALENDAR

The following individuals submitted electronic public comments on Consent Calendar items that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Melissa Auten, a resident of Laguna Hills, submitted an email in opposition of Item No. 4.6.

The following individuals addressed the City Council on Consent Calendar items:

Dawn Ford, a resident of Laguna Hills, spoke in opposition of Item No. 4.6.

Motion to approve the Consent Calendar with Council Member Heft removing Item No. 4.6 and Mayor Pezold removing Item No. 4.7.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member
ABSENT:	Don Sedgwick, Mayor Pro Tempore

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for March 9, 2021, Regular Meeting

Recommendation: That the City Council approve the Minutes for the March 9, 2021, Regular Meeting.

4.3 Ratification of March 23, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 2, 2021, to March 11, 2021, in the amount of \$1,095,347.78.

4.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Interim Director of Emergency Services/Interim City Manager's Executive Orders Related Thereto

Recommendation: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Interim Director of Emergency Services/Interim City Manager's executive orders related thereto.

4.5 Progress Payment No. 2, Final, for Traffic Signal Repair Alicia Parkway at Community Center Drive, CIP No. 112

Recommendation: That the City Council approve Progress Payment No. 2, Final, in the net amount of \$34,177.20, to Comet Electric, Inc., for Traffic Signal Repair - Alicia Parkway at Community Center Drive, CIP No. 112, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4.6 Award of Contract for El Toro Road Eastbound Farside Paseo De Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517**

Council Member Heft removed Item No. 4.6 from the Consent Calendar to request additional information.

Recommendation: That the City Council: 1) Find that the El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517, (the Project) is Categorically Exempt from the

California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, Pursuant to CEQA Guidelines, Section 15301; 2) Award the Contract for El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517, to OCLA Construction & Engineering, Inc., in the low bid amount of \$33,600.00; 3) Waive minor bid irregularities; 4) Reject all other bids; and 5) Authorize the Mayor to sign the construction contract.

Motion to approve staff's recommendation and direct staff to return with more aesthetically pleasing bench options.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member
ABSENT:	Don Sedgwick, Mayor Pro Tempore

4.7 Proposed Consulting Services Agreement with Ralph Andersen & Associates for a Staffing Compensation and Classification Study

Mayor Pezold removed Item No. 4.7 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve the proposed Consulting Services Agreement with Ralph Andersen & Associates for a Compensation and Classification Study and authorize the Interim City Manager to execute the Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member
ABSENT:	Don Sedgwick, Mayor Pro Tempore

5. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:43 p.m.

5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Absent	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

5.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

5.3. APPROVAL OF MINUTES**5.3.1 Approval of Minutes for March 9, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the March 9, 2021, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Agency Member
SECONDER:	Janine Heft, Agency Member
AYES:	Erica Pezold, Chair; Janine Heft, Agency Member, Bill Hunt, Agency Member, Dave Wheeler, Agency Member
ABSENT:	Don Sedgwick, Vice Chair

5.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

5.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Chair Pezold adjourned the Planning Agency Meeting at 7:44 p.m. All Council Members were present in chamber, with the exception of Mayor Pro Tempore Sedgwick.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

7. ADMINISTRATIVE REPORTS**7.1. City Manager**

The Interim City Manager gave no administrative reports.

7.2. Deputy City Manager/Community Services Director**7.2.1 Website Redesign Project**

Recreation Coordinator Durham reviewed the information provided in the staff report and responded to Council requests for additional information.

Recommendation: That the City Council approve the staff planning of a website re-design, layout of web tools, and the selection of a new website color palette.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member
ABSENT:	Don Sedgwick, Mayor Pro Tempore

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8.1. Mayor Pezold****8.1.1 Development of Private Slope Landscape Maintenance Guidelines**

Mayor Pezold reviewed the information provided in the staff report and responded to Council requests for additional information.

The following individuals submitted electronic public comments on this item that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Tim Glatfelter, a Laguna Hills resident, submitted an email expressing concerns regarding property values and ownership liability.

Tim Salazar, a Laguna Hills resident, submitted an email in favor of unified landscaping plan.

Janette Hall submitted an email in favor of improving the hills.

The following individuals addressed the City Council on this item:

Dawn Ford, a resident of Laguna Hills, spoke regarding neglected slopes and expressed appreciation to the City for recent clean-up efforts on sidewalks along Alicia Pkwy.

Recommendation: Mayor Pezold recommends that the City Council direct staff to develop private slope landscape maintenance guidelines as recommendations to improve the landscape coverage, maintenance consistency and aesthetics of the community and return the guidelines to the City Council for further discussion.

The recommendation was moved by Mayor Pezold and no second was made. As a result, no action was taken on this item.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

Council Member Heft

Council Member Heft provided an update on the Transportation Corridor Agency.

10. CITY COUNCIL MEMBER COMMENTS

There were no City Council Member comments.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pezold declared the meeting adjourned at 8:49 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of April 13, 2021



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of April 13, 2021, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from March 12, 2021, to April 1, 2021, in the amount of \$418,064.32.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from March 12, 2021, to April 1, 2021, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - April 13, 2021
- Warrant Register, Payables Detail Report - April 13, 2021



City of Laguna Hills, CA

Warrant Register - April 13, 2021

By Check Number

Date Range: 03/12/2021 - 04/01/2021

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8819049	A-0359	ANDERSON PENNA PARTNERS, INC.	03/18/2021	8,525.50
8819050	A-0365	AT&T - CALNET 3	03/18/2021	269.04
8819051	B-0437	BRINKS, INCORPORATED	03/18/2021	158.40
8819052	C-1133	CALIFORNIA YELLOW CAB	03/18/2021	156.00
8819053	C-0023	COX COMMUNICATION	03/18/2021	290.86
8819054	J-1057	JAMEY CLARK, INC.	03/18/2021	181.00
8819055	G-0709	JOE A. GONSALVES & SON	03/18/2021	2,900.00
8819056	L-1381	LEE, JENNIFER	03/18/2021	125.00
8819057	O-1546	OFFICE SOLUTIONS	03/18/2021	251.36
8819058	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	03/18/2021	1,175.00
8819059	R-1946	RK ENGINEERING GROUP, INC.	03/18/2021	215.00
8819060	S-2295	SOUTHERN COMPUTER WAREHOUSE	03/18/2021	448.49
8819061	S-2209	STUDIO TWO BLACK DIAMOND	03/18/2021	48.49
8819062	T-2656	TYLER TECHNOLOGIES, INC.	03/18/2021	286.70
8819063	V-2224	VERIZON WIRELESS	03/18/2021	1,210.54
8819064	W-2337	WEST COAST ARBORISTS, INC.	03/18/2021	8,166.25
8819065	R-1801	WOODRUFF, SPRADLIN & SMART	03/18/2021	63,056.89
8819066	Z-CD-0290	BOURESTON, MICHAEL	03/25/2021	897.60
8819067	C-1177	CANON FINANCIAL SERVICES, INC.	03/25/2021	1,060.64
8819068	C-0023	COX COMMUNICATION	03/25/2021	1,439.53
8819069	Z-CS-0362	DEVEY, LORI	03/25/2021	250.00
8819070	D-0575	DOG WASTE DEPOT	03/25/2021	538.64
8819071	H-0805	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	03/25/2021	650.00
8819072	H-0960	HR GREEN PACIFIC, INC.	03/25/2021	3,371.82
8819073	H-0953	HRDIRECT	03/25/2021	96.96
8819074	Z-CD-0291	HUANG, JEREMY	03/25/2021	1,473.00
8819075	I-0960	IRV SEAVER MOTORCYCLES	03/25/2021	99.64
8819076	J-1057	JAMEY CLARK, INC.	03/25/2021	127.50
8819077	G-0709	JOE A. GONSALVES & SON	03/25/2021	5,800.00
8819078	K-1193	KOSMONT COMPANIES	03/25/2021	8,136.70
8819079	O-1546	OFFICE SOLUTIONS	03/25/2021	596.66
8819080	Z-CD-0203	PACIFIC CREST ROOFING	03/25/2021	1,560.00
8819081	P-1834	PLACEWORKS, INC.	03/25/2021	25,459.54
8819082	P-1695	PRESENTA PLAQUE, INC.	03/25/2021	134.47
8819083	Z-CD-0292	PRIEBE, BILL	03/25/2021	810.00
8819084	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	03/25/2021	413.76
8819085	R-1830	RALPHS GROCERY COMPANY	03/25/2021	36.29
8819086	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	03/25/2021	384.70
8819087	R-1977	RJ ELECTRIC	03/25/2021	2,000.00
8819088	R-1946	RK ENGINEERING GROUP, INC.	03/25/2021	3,198.00
8819089	R-1813	RPW SERVICES, INC.	03/25/2021	405.00
8819090	R-1967	RUSSELL, RICHARD WYATT	03/25/2021	8,448.00
8819090	R-1967	RUSSELL, RICHARD WYATT	04/01/2021	(8,448.00)
8819091	S-2296	SHUTE, MIHALY WEINBERGER LLP	03/25/2021	174.00
8819092	Z-CD-0175	SIMCIK, JASON	03/25/2021	100.00
8819093	S-2295	SOUTHERN COMPUTER WAREHOUSE	03/25/2021	2,351.58
8819094	Z-CS-0090	SUNSET PLACE HOA	03/25/2021	895.00
8819095	T-2656	TYLER TECHNOLOGIES, INC.	03/25/2021	351.77
8819096	Z-CD-0293	VALVANO, DOMENIC	03/25/2021	2,580.00
8819097	W-2337	WEST COAST ARBORISTS, INC.	03/25/2021	5,128.20
8819098	Z-CD-0294	AQUANETIC POOLS AND SPAS	04/01/2021	500.00
8819099	C-1139	COMPLETE OFFICE OF CALIFORNIA	04/01/2021	95.20
8819100	C-0023	COX COMMUNICATION	04/01/2021	217.11

Attachment: Warrant Register - April 13, 2021 (2394 : Warrant Register, April 13, 2021)

Warrant Register - April 13, 2021

Check Number	Vendor Number	Vendor Name
8819101	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.
8819102	D-0561	DOCU-TRUST
8819103	E-0504	EL TORO WATER DISTRICT
8819104	G-0821	G2 CONSTRUCTION INC.
8819105	I-0983	INTERWEST CONSULTING GROUP, INC.
8819106	J-1088	J THAYER COMPANY, INC
8819107	J-1089	JD DESIGNS
8819108	M-1388	MOBILE MINI, INC.
8819109	M-1302	MOULTON NIGUEL WATER DISTRICT
8819110	N-1474	NIEVES LANDSCAPE, INC.
8819111	R-1967	RUSSELL, RICHARD WYATT
8819112	S-1904	SOUTHERN CALIFORNIA EDISON
8819113	S-2209	STUDIO TWO BLACK DIAMOND
8819114	T-2707	TIPTON, ERIK
8819115	T-2698	TPX COMMUNICATIONS
8819116	W-2337	WEST COAST ARBORISTS, INC.

Date Range: 03/12/2021 - 04/01/2021

Payment Date	Payment Amount
04/01/2021	4,872.80
04/01/2021	75.00
04/01/2021	7,754.43
04/01/2021	105,979.15
04/01/2021	6,000.00
04/01/2021	841.72
04/01/2021	500.00
04/01/2021	82.97
04/01/2021	3,558.79
04/01/2021	84,508.00
04/01/2021	8,576.00
04/01/2021	15,256.62
04/01/2021	48.49
04/01/2021	65.00
04/01/2021	540.85
04/01/2021	16,631.45
Total Regular:	414,089.10

Attachment: Warrant Register - April 13, 2021 (2394 : Warrant Register, April 13, 2021)

Warrant Register - April 13, 2021

Date Range: 03/12/2021 - 04/01/2021

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001533	B-0276	BANK OF AMERICA VISA CARD	03/16/2021	823.25
DFT0001534	B-0276	BANK OF AMERICA VISA CARD	03/16/2021	898.02
DFT0001535	B-0276	BANK OF AMERICA VISA CARD	03/16/2021	209.99
DFT0001536	B-0276	BANK OF AMERICA VISA CARD	03/16/2021	1,898.96
DFT0001537	B-0276	BANK OF AMERICA VISA CARD	03/16/2021	145.00
Total Bank Draft:				3,975.22

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	89	68	0.00	422,537.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	(8,448.00)
Bank Drafts	5	5	0.00	3,975.22
EFT's	0	0	0.00	0.00
	94	74	0.00	418,064.32

Attachment: Warrant Register - April 13, 2021 (2394 : Warrant Register, April 13, 2021)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	89	68	0.00	422,537.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	(8,448.00)
Bank Drafts	5	5	0.00	3,975.22
EFT's	0	0	0.00	0.00
	94	74	0.00	418,064.32

Fund Summary

Fund	Name	Period	Amount
998	POOL	3/2021	170,408.74
998	POOL	4/2021	247,655.58
			418,064.32



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 03/12/2021 - 04/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
03/16/2021	BANK OF AMERICA VISA CARD	022021 COMDEV	Departmental Expenditure, Feb '21	100-225-611000	145.00
03/16/2021	BANK OF AMERICA VISA CARD	022021 COMSVCS	Departmental Expenditure, Feb '21	100-195-720050	200.00
03/16/2021	BANK OF AMERICA VISA CARD	022021 COMSVCS	Departmental Expenditure, Feb '21	100-310-695502	9.99
03/16/2021	BANK OF AMERICA VISA CARD	022021 GENGOV1	Departmental Expenditure, Feb '21	100-155-646100	559.55
03/16/2021	BANK OF AMERICA VISA CARD	022021 GENGOV1	Departmental Expenditure, Feb '21	100-195-620000	263.70
03/16/2021	BANK OF AMERICA VISA CARD	022021 GENGOV2	Departmental Expenditure, Feb '21	100-155-610000	230.00
03/16/2021	BANK OF AMERICA VISA CARD	022021 GENGOV2	Departmental Expenditure, Feb '21	100-155-612000	600.00
03/16/2021	BANK OF AMERICA VISA CARD	022021 GENGOV2	Departmental Expenditure, Feb '21	100-155-622000	68.02
03/16/2021	BANK OF AMERICA VISA CARD	022021 PUBSVCS	Departmental Expenditure, Feb '21	100-355-610000	628.75
03/16/2021	BANK OF AMERICA VISA CARD	022021 PUBSVCS	Departmental Expenditure, Feb '21	100-355-611000	30.00
03/16/2021	BANK OF AMERICA VISA CARD	022021 PUBSVCS	Departmental Expenditure, Feb '21	100-355-622000	19.38
03/16/2021	BANK OF AMERICA VISA CARD	022021 PUBSVCS	Departmental Expenditure, Feb '21	100-355-626000	780.04
03/16/2021	BANK OF AMERICA VISA CARD	022021 PUBSVCS	Departmental Expenditure, Feb '21	100-355-720400	61.86
03/16/2021	BANK OF AMERICA VISA CARD	022021 PUBSVCS	Departmental Expenditure, Feb '21	100-355-720701	378.93
03/18/2021	AT&T - CALNET 3	000016140871	Traffic Signal, Public Services, Feb '21	100-355-630000	23.49
03/18/2021	AT&T - CALNET 3	000016142860	Alarm, Com Ctr & City Hall Lines, Mar '21	100-195-630000	154.41
03/18/2021	AT&T - CALNET 3	000016142860	Alarm, Com Ctr & City Hall Lines, Mar '21	100-310-630100	91.14
03/18/2021	COX COMMUNICATION	010721	Traffic Signal, Jan '21	100-195-630000	95.00
03/18/2021	COX COMMUNICATION	022621	WiFi, Community Center, Feb '21	100-195-630000	195.86
03/18/2021	TYLER TECHNOLOGIES, INC.	025-325842	Incode AP facsimile signature	100-195-700090	138.00
03/18/2021	TYLER TECHNOLOGIES, INC.	025-325843	Incode AP facsimile signature	100-195-700090	148.70
03/18/2021	LEE, JENNIFER	031621	CCAC Training Reimbursement, City Clerk, Mar '21	100-155-611000	125.00
03/18/2021	ANDERSON PENNA PARTNERS, INC.	113864	Inspection Services, Feb '21	100-355-700255	8,525.50
03/18/2021	BRINKS, INCORPORATED	11492883	Courier Fee, Armored Transport, Mar '21	100-155-625000	158.40
03/18/2021	JOE A. GONSALVES & SON	158830	Legislative Services, Mar '21	100-155-700020	2,900.00
03/18/2021	WEST COAST ARBORISTS, INC.	167210	Tree Trimming Services, Nov '20	100-355-720702	8,166.25
03/18/2021	RK ENGINEERING GROUP, INC.	210105	Parking Study, USE-0042-2020, Jan	100-000-223000	215.00
03/18/2021	RK ENGINEERING GROUP, INC.	210105	Parking Study, USE-0042-2020, Jan	100-000-452000	(215.00)
03/18/2021	RK ENGINEERING GROUP, INC.	210105	Parking Study, USE-0042-2020, Jan	100-225-700201	215.00
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	100-155-700010	22,578.04
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	100-155-700011	902.00
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	100-155-700014	44.00
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	100-225-700012	2,266.00
03/18/2021	JAMEY CLARK, INC.	72372	Park Repairs, Public Services, Mar '21	100-355-720701	181.00
03/18/2021	STUDIO TWO BLACK DIAMOND	97150	Operating Supplies, Mar '21	100-420-622000	48.49
03/18/2021	VERIZON WIRELESS	9874168145	Communication Expense, Feb '21	100-195-630000	1,210.54
03/18/2021	PARKING VIOLATIONS OC	FEB 21	Parking Fee Surcharge, Feb '21	100-420-720823	1,175.00
03/18/2021	TREASURER-TAX COLLECTOR				
03/18/2021	OFFICE SOLUTIONS	I-01851197	Office Supplies, Mar '21	100-195-620000	251.36
03/18/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000681728	Computer Supplies, Mar '21	100-195-940000	448.49
03/25/2021	RALPHS GROCERY COMPANY	0121122412	Operating Supplies, Comm Svcs, Feb '21	100-310-622005	36.29
03/25/2021	TYLER TECHNOLOGIES, INC.	025-327255	Software Support, Energov Annual Maintenance	100-195-720050	351.77
03/25/2021	COX COMMUNICATION	030521	T-1 Line, Mar '21	100-195-630000	895.43
03/25/2021	COX COMMUNICATION	030721	Traffic Signal, Mar '21	100-195-630000	79.97
03/25/2021	COX COMMUNICATION	031721	T-1 Line, Mar '21	100-195-630000	464.13
03/25/2021	REAL ESTATE CONSULTING & SERVICES, INC.	14120	Parks Contract Repair, Mar '21	100-355-720701	384.70

Attachment: Warrant Register, Payables Detail Report - April 13, 2021 (2394 : Warrant Register, April 13, 2021)

Warrant Register - Payables Detail Report

Payment Dates: 03/12/2021 - 04/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/25/2021	HR GREEN PACIFIC, INC.	142001	Inspection Traffic Signal, CIP #112, Feb '21	100-600-790600	1,704.00
03/25/2021	HR GREEN PACIFIC, INC.	142002	Inspection Charging Stations, CIP #505, Feb '21	100-600-790600	1,667.82
03/25/2021	JOE A. GONSALVES & SON	158893	Legislative Services, Apr '21	100-155-700020	2,900.00
03/25/2021	JOE A. GONSALVES & SON	158920	Legislative Services, Feb '21	100-155-700020	2,900.00
03/25/2021	WEST COAST ARBORISTS, INC.	170184	Tree Trimming Services, Feb '21	100-355-720702	5,128.20
03/25/2021	IRV SEAVER MOTORCYCLES	20210542	Motorcycle Maintenance, Police Svcs, Mar '21	100-420-646100	99.64
03/25/2021	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	20478	City Engineer Services, Mar '21	100-355-700100	650.00
03/25/2021	RK ENGINEERING GROUP, INC.	210207	Engineering Services, Feb '21	100-225-700200	3,198.00
03/25/2021	PRINTEX PRINTING AND GRAPHICS INC.	21491 (1)	Printing Services, Public Safety, Mar '21	100-355-720701	316.78
03/25/2021	PRINTEX PRINTING AND GRAPHICS INC.	21502 (1)	Special Events-Program Service, Mar '21	100-310-695500	96.98
03/25/2021	RPW SERVICES, INC.	23819	Rodent Control, Public Services, Mar '21	100-355-720700	405.00
03/25/2021	PRESENTA PLAQUE, INC.	26060	Office Supplies, Feb '21	100-155-620000	134.47
03/25/2021	CANON FINANCIAL SERVICES, INC.	26413892	Lease - Copier, Comm Ctr, 3/1/21 - 3/31/21	100-195-641200	279.86
03/25/2021	CANON FINANCIAL SERVICES, INC.	26413893	Lease - Copier, City Hall, 3/1/21 - 3/31/21	100-195-641200	462.96
03/25/2021	CANON FINANCIAL SERVICES, INC.	26413894	Lease - Copier, New Admin Copier, 3/1/21 - 3/31/21	100-195-641200	317.82
03/25/2021	SHUTE, MIHALY WEINBERGER LLP	271959	Professional Services, Legal, Jan '21	100-155-700011	174.00
03/25/2021	DOG WASTE DEPOT	398424	Operating Supplies, Mar '21	100-355-622000	538.64
03/25/2021	RJ ELECTRIC	59484	Parks Contract Repair, Mar '21	100-355-720701	2,000.00
03/25/2021	JAMEY CLARK, INC.	72413	Park Repairs, Public Services, Mar '21	100-355-720701	127.50
03/25/2021	PLACEWORKS, INC.	73926	Housing Element, Nov '20	100-225-700225	3,114.83
03/25/2021	PLACEWORKS, INC.	74336	Professional Services, USE-0031-2020, Jan '21	100-000-223000	5,898.75
03/25/2021	PLACEWORKS, INC.	74336	Professional Services, USE-0031-2020, Jan '21	100-000-452000	(5,898.75)
03/25/2021	PLACEWORKS, INC.	74336	Professional Services, USE-0031-2020, Jan '21	100-225-700201	5,898.75
03/25/2021	PLACEWORKS, INC.	74443	Housing Element, Jan '21	100-225-700225	6,087.85
03/25/2021	PLACEWORKS, INC.	74607	Housing Element, Feb '21	100-225-700225	10,358.11
03/25/2021	BOURESTON, MICHAEL	CD-0668-BLDR-0106-201	Refund, C&D Deposit, R #5934	100-000-227001	897.60
03/25/2021	HUANG, JEREMY	CD-0669-BLDR-0330-202	Refund, C&D Deposit, R #6349	100-000-227001	1,473.00
03/25/2021	PACIFIC CREST ROOFING	CD-0670-BLDR-0644-202	Refund, C&D Deposit, R #8169	100-000-227001	900.00
03/25/2021	PACIFIC CREST ROOFING	CD-0671-BLDR-0684-202	Refund, C&D Deposit, R #8403	100-000-227001	660.00
03/25/2021	PRIEBE, BILL	CD-0672-BLDR-0674-202	Refund, C&D Deposit, R #8475	100-000-227001	810.00
03/25/2021	SIMCIK, JASON	CD-0673-BLDR-0678-202	Refund, C&D Deposit, R #8401	100-000-227001	100.00
03/25/2021	VALVANO, DOMENIC	CD-0674-BLDR-0486-202	Refund, C&D Deposit, R #7399	100-000-227001	2,580.00
03/25/2021	DEVEY, LORI	FRDCOV-0067	Refund, Facility Deposit, R #1032421.002	100-000-222000	250.00
03/25/2021	SUNSET PLACE HOA	FRDCOV-0068	Refund, Facility Deposit, R #1034324.002	100-000-222000	250.00
03/25/2021	SUNSET PLACE HOA	FRFCOV-0007	Refund, Facility Rental, R #1034324.002	100-000-451100	645.00
03/25/2021	OFFICE SOLUTIONS	I-01851680	Office Supplies, Mar '21	100-195-620000	411.68
03/25/2021	OFFICE SOLUTIONS	I-01853428	Operating Supplies, Mar '21	100-195-622000	92.49
03/25/2021	OFFICE SOLUTIONS	I-01854698	Operating Supplies, Mar '21	100-195-622000	92.49
03/25/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000683871	Computer Supplies, Mar '21	100-195-940000	1,725.53
03/25/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000684057	Computer Supplies, Mar '21	100-195-940000	626.05
03/25/2021	HRDIRECT	INV10014182	Office Supplies, Comm Ctr, Mar '21	100-310-620500	96.96
04/01/2021	COX COMMUNICATION	031821	Cable, City Hall, Mar '21	100-195-630000	32.19
04/01/2021	COX COMMUNICATION	031921	WiFi, City Hall, Mar '21	100-195-630000	184.92
04/01/2021	RUSSELL, RICHARD WYATT	033021	Contract Instructor Services, Tennis	100-310-721500	8,576.00
04/01/2021	MOULTON NIGUEL WATER DISTRICT	033121	Water Usage, Public Services & Com Ctr, Feb '21	100-310-635100	547.87

Attachment: Warrant Register, Payables Detail Report - April 13, 2021 (2394 : Warrant Register, April 13, 2021)

Warrant Register - Payables Detail Report

Payment Dates: 03/12/2021 - 04/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/01/2021	SOUTHERN CALIFORNIA EDISON	033121	Street Lights, Traffic Control, Feb '21	100-355-631000	810.76
04/01/2021	SOUTHERN CALIFORNIA EDISON	033121	Street Lights, Traffic Control, Feb '21	100-355-631400	14,445.86
04/01/2021	MOULTON NIGUEL WATER DISTRICT	033121	Water Usage, Public Services & Com Ctr, Feb '21	100-355-635000	3,010.92
04/01/2021	EL TORO WATER DISTRICT	033121	Water Usage, Public Services, Mar	100-355-635000	7,754.43
04/01/2021	DOCU-TRUST	042670	Offsite Data Storage, Mar '21	100-155-700030	75.00
04/01/2021	TIPTON, ERIK	1004	Professional Services, IT, Mar '21	100-195-647000	65.00
04/01/2021	TPX COMMUNICATIONS	141602222-0	Communications Expense, Apr '21	100-195-630000	540.85
04/01/2021	J THAYER COMPANY, INC	1514811-0	Operating Supplies, Comm Ctr, Mar	100-310-622005	36.83
04/01/2021	J THAYER COMPANY, INC	1515220-0	Computer Supplies, Mar '21	100-195-621000	804.89
04/01/2021	WEST COAST ARBORISTS, INC.	170544	Tree Trimming Services, Mar '21	100-355-720702	3,609.00
04/01/2021	WEST COAST ARBORISTS, INC.	170678	Tree Trimming Services, Mar '21	100-355-720702	13,022.45
04/01/2021	JD DESIGNS	1743	Traffic Control, Memorial Day Race	100-310-695507	500.00
04/01/2021	G2 CONSTRUCTION INC.	210322	Progress Payment #2, CIP #412-I	100-000-201001	(5,577.85)
04/01/2021	G2 CONSTRUCTION INC.	210322	Progress Payment #2, CIP #412-I	100-600-790600	111,557.00
04/01/2021	COMPLETE OFFICE OF CALIFORNIA	2526208-0	Computer Supplies, Jan '21	100-195-621000	95.20
04/01/2021	CROSSTOWN ELECTRICAL & DATA,	4296-21-003	Traffic Signal Maintenance, Mar '21	100-355-720420	4,872.80
04/01/2021	INTERWEST CONSULTING GROUP,	67279	City Engineer Services, Feb '21	100-355-700255	6,000.00
04/01/2021	NIEVES LANDSCAPE, INC.	69295	Monthly and Misc Landscape, Mar	100-355-720700	84,508.00
04/01/2021	MOBILE MINI, INC.	9010190543	Storage Rental, Community Center, 3/23 - 4/19/21	100-310-641000	82.97
04/01/2021	STUDIO TWO BLACK DIAMOND	97234	Operating Supplies, Mar '21	100-420-622000	48.49
04/01/2021	AQUANETIC POOLS AND SPAS	CD-0675-POOLR-0021-20	Refund, Pool Bond, R #6126	100-000-228001	500.00
Fund 100 - GENERAL FUND Total:					372,504.77
Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT					
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	101-000-223000	36,056.85
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	101-000-450000	(36,056.85)
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	101-225-700012	36,056.85
03/25/2021	KOSMONT COMPANIES	1911.5-016	Prof Services, Village at Laguna Hills, Feb '21	101-000-223000	8,136.70
03/25/2021	KOSMONT COMPANIES	1911.5-016	Prof Services, Village at Laguna Hills, Feb '21	101-000-450000	(8,136.70)
03/25/2021	KOSMONT COMPANIES	1911.5-016	Prof Services, Village at Laguna Hills, Feb '21	101-225-700000	8,136.70
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					44,193.55
Fund: 221 - SENIOR MOBILITY PROGRAM					
03/18/2021	CALIFORNIA YELLOW CAB	2406021	Senior Mobility Program, Feb '21	221-310-720000	156.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					156.00
Fund: 430 - CARES Act Assistance - State					
03/18/2021	WOODRUFF, SPRADLIN & SMART	67663 - 67665	Professional Services Legal, Feb '21	430-420-700010	1,210.00
Fund 430 - CARES Act Assistance - State Total:					1,210.00
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
03/25/2021	HR GREEN PACIFIC, INC.	142001	Inspection Traffic Signal, CIP #112, Feb '21	600-000-490100	(1,704.00)
03/25/2021	HR GREEN PACIFIC, INC.	142001	Inspection Traffic Signal, CIP #112, Feb '21	600-251-950112	1,704.00
03/25/2021	HR GREEN PACIFIC, INC.	142002	Inspection Charging Stations, CIP #505, Feb '21	600-000-490100	(1,667.82)
03/25/2021	HR GREEN PACIFIC, INC.	142002	Inspection Charging Stations, CIP #505, Feb '21	600-255-950505	1,667.82
04/01/2021	G2 CONSTRUCTION INC.	210322	Progress Payment #2, CIP #412-I	600-000-490100	(111,557.00)
04/01/2021	G2 CONSTRUCTION INC.	210322	Progress Payment #2, CIP #412-I	600-254-950412	111,557.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					418,064.32

Attachment: Warrant Register, Payables Detail Report - April 13, 2021 (2394 : Warrant Register, April 13, 2021)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	372,504.77	372,504.77
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	44,193.55	44,193.55
221 - SENIOR MOBILITY PROGRAM	156.00	156.00
430 - CARES Act Assistance - State	1,210.00	1,210.00
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	418,064.32	418,064.32

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-201001	Accounts Payable - Retention	(5,577.85)	(5,577.85)
100-000-222000	Refundable Deposits	500.00	500.00
100-000-223000	Plan Application Deposit	6,113.75	6,113.75
100-000-227001	SecurityDeposit-WasteRecycling	7,420.60	7,420.60
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-451100	Recreation Fees-Reservation	645.00	645.00
100-000-452000	Plan Check Fee - Fee Base	(6,113.75)	(6,113.75)
100-155-610000	Memberships and Dues Expense	230.00	230.00
100-155-611000	Training and Education	125.00	125.00
100-155-612000	Travel, Conferences & Meetings	600.00	600.00
100-155-620000	Office Supplies	134.47	134.47
100-155-622000	Operating Supplies	68.02	68.02
100-155-625000	Postage & Delivery	158.40	158.40
100-155-646100	Maint & Repairs - Vehicles	559.55	559.55
100-155-700010	Legal Services-General Counsel	22,578.04	22,578.04
100-155-700011	Legal Services-Litigation	1,076.00	1,076.00
100-155-700014	Legal Services - Luna Bonita	44.00	44.00
100-155-700020	Professional Services - Legislative	8,700.00	8,700.00
100-155-700030	Professional Svcs- City Clerk	75.00	75.00
100-195-620000	Office Supplies	926.74	926.74
100-195-621000	Computer Supplies	900.09	900.09
100-195-622000	Operating Supplies	184.98	184.98
100-195-630000	Telephone & Communication	3,853.30	3,853.30
100-195-641200	Rent/Lease - Copier	1,060.64	1,060.64
100-195-647000	Maint & Repair - Comp Eqpt	65.00	65.00
100-195-700090	Computer Consulting Services	286.70	286.70
100-195-720050	Contract Serv-Software Support	551.77	551.77
100-195-940000	Computer Hardware & Software	2,800.07	2,800.07
100-225-611000	Training and Education	145.00	145.00
100-225-700012	Legal Services - Community	2,266.00	2,266.00
100-225-700200	General Planning Services	3,198.00	3,198.00
100-225-700201	Plan Application	6,113.75	6,113.75
100-225-700225	Housing Element	19,560.79	19,560.79
100-310-620500	Office Supplies - Comm Ctr	96.96	96.96
100-310-622005	Operating Supplies Comm Ctr	73.12	73.12
100-310-630100	Phone & Communication Comm	91.14	91.14
100-310-635100	Utilities - Water Comm Ctr	547.87	547.87
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-695500	Special Events-Program Service	96.98	96.98
100-310-695502	Special Needs Program	9.99	9.99
100-310-695507	Marathon 5k	500.00	500.00
100-310-721500	Contract Services-Program Svce	8,576.00	8,576.00
100-355-610000	Memberships and Dues Expense	628.75	628.75
100-355-611000	Training and Education	30.00	30.00
100-355-622000	Operating Supplies	558.02	558.02
100-355-626000	Subscriptions & Books	780.04	780.04
100-355-630000	Telephone & Communication	23.49	23.49
100-355-631000	Utilities - Electric	810.76	810.76

Attachment: Warrant Register, Payables Detail Report - April 13, 2021 (2394 : Warrant Register, April 13, 2021)

Warrant Register - Payables Detail Report

Payment Dates: 03/12/2021 - 04/01/2021

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-355-631400	Electric-Street Lights/Signals	14,445.86	14,445.86
100-355-635000	Utilities - Water	10,765.35	10,765.35
100-355-700100	City Engineer Services	650.00	650.00
100-355-700255	Improvement Inspection	14,525.50	14,525.50
100-355-720400	Street Maintenance	61.86	61.86
100-355-720420	Traffic Signal Maintenance	4,872.80	4,872.80
100-355-720700	Landscape Maintenance Contract	84,913.00	84,913.00
100-355-720701	Parks Contract Repair	3,388.91	3,388.91
100-355-720702	Tree Maintenance	29,925.90	29,925.90
100-420-622000	Operating Supplies	96.98	96.98
100-420-646100	Maint & Repairs - Vehicles	99.64	99.64
100-420-720823	Parking Citation Processing	1,175.00	1,175.00
100-600-790600	Transfers Out - Capital Imprv	114,928.82	114,928.82
101-000-223000	Plan Application Deposit	44,193.55	44,193.55
101-000-450000	Planning Fees	(44,193.55)	(44,193.55)
101-225-700000	Consultant Services	8,136.70	8,136.70
101-225-700012	Legal Services	36,056.85	36,056.85
221-310-720000	Contract Services	156.00	156.00
430-420-700010	Legal Services, COVID-19	1,210.00	1,210.00
600-000-490100	Transfer In- General Fund	(114,928.82)	(114,928.82)
600-251-950112	CIP-Traffic Signal	1,704.00	1,704.00
600-254-950412	Water Quality Improvements	111,557.00	111,557.00
600-255-950505	CIP-Civic Center Improvements	1,667.82	1,667.82
Grand Total:		418,064.32	418,064.32

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	418,064.32	418,064.32
Grand Total:	418,064.32	418,064.32

Attachment: Warrant Register, Payables Detail Report - April 13, 2021 (2394 : Warrant Register, April 13, 2021)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim Director of Emergency Services/Interim City Manager

ISSUE: City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

RECOMMENDATION: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of March 18, 2021, there were more than 121 million worldwide cases of COVID-19, and 2.68 million deaths. Locally, there were 264,000 confirmed cases and 4,511 deaths in Orange County. Since then, the worldwide cases have increased to more than 133 million, and the worldwide deaths have increased to more than 2.89 million. County-wide, the number of confirmed cases has increase from 264,000 to 267,000 and deaths have increased from 4,511 to 4,791. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than at every subsequent regular meeting of the City Council until the emergency is terminated. LHMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the

Continuation of Local Emergency

April 13, 2021

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Interim Director of Emergency Services/Interim City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

On January 30, 2020, the World Health Organization (“WHO”) declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National Emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten

Continuation of Local Emergency

April 13, 2021

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(10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

Effective August 31, 2020, Governor Newsom implemented a "Blueprint for a Safer Economy," within the COVID-19 portion of the state's website at: <https://covid19.ca.gov/safer-economy/>, which allows the public to enter a County and a desired activity to verify if it is open. The system also labels each county's risk level using a four color-coded tier system for COVID-19 monitoring that will replace any former county-based monitoring systems. As you can see in the graphic below, the system is based on the amount of positive cases and positivity rates as either widespread, substantial, moderate or minimal.

Continuation of Local Emergency

April 13, 2021

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Your County Color Determines Operations		
COUNTY RISK LEVEL	NEW CASES	POSITIVE TESTS
WIDESPREAD Most non-essential indoor business operations are closed.	More than 7 Daily new cases (per 100k)	More than 8% Positive tests
SUBSTANTIAL Some non-essential indoor business operations are closed.	4-7 Daily new cases (per 100k)	5-8% Positive tests
MODERATE Some business operations are open with modifications.	1-3.9 Daily new cases (per 100k)	2-4.9% Positive tests
MINIMAL Most business operations are open with modifications.	Less than 1 Daily new cases (per 100k)	Less than 2% Positive tests

On December 3, 2020, Governor Newsom announced a new Regional Stay Home Order that will prohibit gatherings of any size, close operations except for critical infrastructure and retail, and require 100% masking and physical distancing. Orange County is part of the Southern California Region that includes the counties of Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura. This Regional Stay Home Order will go into effect within 24 hours in regions with less than 15% ICU availability. The order will remain in effect for at least 3 weeks and, after that period, will be lifted when a region's projected ICU capacity meets or exceeds 15% based on a weekly assessment. On December 6, 2020, the Southern California Region was placed on a Regional Stay at Home Order that ended on January 25, 2021. County restrictions return to their assigned risk level tier. On March 14, 2021, the County of Orange was moved up from the risk factor of Widespread to be labeled with a risk factor of Substantial and on March 31st the County was further moved up to be labeled with a risk factor of Moderate.

As of March 18, 2021, there were more than 121 million worldwide cases of COVID-19, and 2.68 million deaths. Locally, there were 264,000 confirmed cases and 4,511 deaths in Orange County. Between April 8, 2021, and the date of publication of this staff report (April 8, 2021), the worldwide cases have increased to more than 133 million and the worldwide deaths have increased to more than 2.89 million. County-wide cases have increase from 264,000 to 267,000 and county-wide deaths have increased from 4,511 to

Continuation of Local Emergency

April 13, 2021

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4,791. These figures continue to grow on a daily basis. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

It is recommended that the City Council review the necessity for continuing the local emergency related to the COVID-19 pandemic. Based on the recommendations of the Interim Director of Emergency Services/Interim City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


Donald J. White,
Director of Emergency Services/
City Manager

ATTEST:


Melissa Au-Yeung, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Public Services Director

ISSUE: Progress Payment No. 2, Final, for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP NO. 412-I

RECOMMENDATION: That the City Council approve Progress Payment No. 2, Final, in the net amount of \$105,979.15, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP No. 412-I, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

SUMMARY:

Work on the Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412-I, began on February 15, 2021, and has been satisfactorily completed by G2 Construction, Inc. Work performed in March included custom fabrication and installation of catch basin debris gates and trash screens. It is proposed to approve the second and final progress payment and record a Notice of Completion to allow for the release of the retention in 35 days, if no liens are filed.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final

Progress Payment No. 2, Final, for Water Quality Improvement Catch Basin Debris Gate Project
 April 13, 2021
 Page 2

performance of the work. The contractor for this project, G2 Construction, Inc., has submitted the second and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	28' Debris Gate	5	EA	\$4,170.00	\$20,850.00
2	21' Debris Gate	10	EA	\$3,348.00	\$33,480.00
3	14' Debris Gate	8	EA	\$2,180.00	\$17,440.00
4	10' Debris Gate	3	EA	\$1,360.00	\$4,080.00
5	7' Debris Gate	4	EA	\$1,183.00	\$4,732.00
6	5' Debris Gate	7	EA	\$742.00	\$5,194.00
7	6+ sqft Connector Pipe Screen	29	EA	\$889.00	\$25,781.00

TOTAL TO DATE	\$250,000.00	
LESS PRIOR BILLING	\$138,443.00	
TOTAL THIS PERIOD	\$111,557.00	\$111,557.00
LESS 5% RETENTION		\$(5,577.85)
DUE		\$105,979.15

FISCAL IMPACT:

The second and final progress payment is within the Capital Improvement Program Budget for the Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP No. 412-I. The project is primarily funded by a competitive grant awarded by the Orange County Transportation Authority.

ATTACHMENTS:

- Notice of Completion G2 CIP 412-I

Recording Requested by and
When Recorded Mail to:

Melissa Au-Yeung, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on April 13, 2021.

Description of Improvements

Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412-I, including custom fabrication and installation of catch basin debris gates.

General Location

Various locations throughout the City of Laguna Hills, CA 92653

Owner of Property Address

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Contractor

G2 Construction, Inc.
1352 E. Borchard Avenue
Santa Ana, CA 92705

This Notice of Completion is executed under authority of a directive from the City Council of the City of Laguna Hills.

I, Kenneth H. Rosenfield, P.E., declare under penalty of perjury that I am the City Engineer of the City of Laguna Hills, that I am familiar with the facts stated in the foregoing Notice of Completion executed for and on its behalf, and that I have read the foregoing Notice of Completion and know the contents thereof to be true.

Dated: April 13, 2021

Kenneth H. Rosenfield, P.E., Interim City Manager/Director of Public Services
City of Laguna Hills



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Amended M2 Expenditure Report for the Fiscal Year Ended June 30, 2020

RECOMMENDATION: That the City Council: 1) Approve the Amended M2 Expenditure Report for the Fiscal Year ended June 30, 2020, for submittal to OCTA; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the Amended Renewed Measure M (M2) Expenditure Report for the City of Laguna Hills for the Fiscal Year ended June 30, 2020."

SUMMARY:

The Orange County Transportation Authority's (OCTA) Ordinance No. 3 (M2 Ordinance) identifies requirements that must be met to demonstrate eligibility requirements to receive Renewed Measure M (M2) funds. One requirement under the M2 Ordinance is that each local agency must adopt and provide an M2 Expenditure Report to OCTA each year. The City has always submitted the annual expenditure report in a timely manner. OCTA also annually selects a sample of agencies for audit to determine the level of compliance by each agency. The City was selected for audit of its fiscal year ended June 30, 2020, (FY 2019/20) M2 Local Fair Share (LFS) and M2 Senior Mobility Program (SMP) funds. The audit determined corrective adjustments to the FY 2019/20 M2 Expenditure Report for compliance with program requirements. Staff has prepared an Amended M2 Expenditure Report accordingly. The City Council is requested to review and approve the attached Amended M2 Expenditure Report for the fiscal year ended June 30, 2020, and adopt the attached Resolution for submittal to OCTA.

BACKGROUND:

On November 7, 2006, the Orange County voters approved the renewal of the Measure M (M2) one-half cent sales tax for transportation improvements. This renewal plan is designated as Measure M2 and provides funding for 30 years to relieve traffic congestion. As part of Measure M2, taxpayer safeguards and audits are provided to ensure appropriate use of funds.

One safeguard requirement under the M2 Ordinance is for each local agency to adopt and provide an annual expenditure report to OCTA each year in the template form provided by OCTA. This M2 Expenditure Report is a detailed financial report used to track financial activity to account for M2 funds, developer/traffic impact fees, and funds expended by the jurisdiction to satisfy Maintenance of Effort (MOE) requirements. The report includes all M2 net revenue, fund balances and interest earned, and identifies expenditure by activity type and funding source. The report is required six months after each jurisdiction's fiscal year end and must be adopted by Resolution before submittal to OCTA. The City has always filed the annual expenditure reports in a timely manner.

Annually, the OCTA Audit Subcommittee of the Taxpayer Oversight Committee selects a sample of local jurisdictions receiving Measure M2 funding for audit, to determine the local jurisdictions' level of compliance with provisions of the M2 Ordinance. The City was selected for review of its Local Fair Share (LFS) program and Senior Mobility Program (SMP) for the fiscal year ended June 30, 2020. During its review, OCTA auditors observed the following:

(1) the LFS program report included ineligible maintenance of effort expenditures, misreporting of direct versus indirect costs, misreporting of expenditures, and street maintenance expenditures funded by M2 LFS were not included in the City's Seven-Year Capital Improvement Program plan; and

(2) the SMP report included the miscalculation and overcharge of administrative costs, as well as a late submission of a monthly report.

Specifics on all audit findings and city management responses to each finding can be found in Attachment A.

As corrective action to these findings, staff has accordingly prepared an Amended M2 Expenditure Report. The City Council is requested to review and approve the attached Amended M2 Expenditure Report for the fiscal year ended June 30, 2020, and adopt the

Amended M2 Expenditure Report FY 2019/20

April 13, 2021

Page 3

attached Resolution for submittal to OCTA. Staff has implemented additional internal controls to confirm the issues raised in the audit are not repeated. There is no financial consequence to the City's Maintenance of Effort as a result of the audit findings. There has been a minor reallocation of funding to the SMP, which are funds still available for the City's use, as a result of the audit findings as reflected in the Fiscal Impact.

FISCAL IMPACT:

As a result of the overcharge in administrative costs in the SMP fund in the fiscal year ended June 30, 2020, an adjustment of \$21,956 will be restored to the SMP fund.

ATTACHMENTS:

- Attachment a - OCTA Measure M2 Agreed-Upon Procedures Reports, Year Ended June 30, 2020
- Attachment b - Resolution
- Attachment c - Amended M2 Expenditure Report for the Fiscal Year Ended June 30, 2020



March 24, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer
 Janet Sutter, Executive Director
 Internal Audit Department

Subject: Orange County Local Transportation Authority Measure M2
 Agreed-Upon Procedures Reports, Year Ended June 30, 2020

Overview

Crowe LLP, an independent accounting firm, has applied agreed-upon procedures related to Measure M2 Local Fair Share funds provided to seven cities, Senior Mobility Program funds provided to six cities, and Senior Non-Emergency Medical Transportation funds provided to the County of Orange for the fiscal year ended June 30, 2020. Local Fair Share program reports include observations of ineligible maintenance of effort expenditures, misreporting of direct or indirect costs, misreporting of expenditures, and a funded project not reflected in the city's Seven-Year Capital Improvement Program plan. Senior Mobility Program reports include observations relating to late submission of a monthly report, third-party contracting, misreporting of expenditures, failure to allocate interest, and overcharge of administrative costs.

Recommendation

Direct staff to monitor implementation of corrective actions proposed by the cities.

Background

Annually, the Audit Subcommittee (Subcommittee) of the Taxpayer Oversight Committee selects a sample of local jurisdictions receiving Measure M2 (M2) funding for audit, to determine the local jurisdictions' level of compliance with provisions of the M2 Ordinance. For the fiscal year (FY) ended June 30, 2020, the Subcommittee selected seven cities for review of Local Fair Share (LFS) program funding, and six cities for review of Senior Mobility Program (SMP) funding. The County of Orange (County) was also selected for review of Senior

Orange County Local Transportation Authority Measure M2 Page 2 Agreed-Upon Procedures Reports, Year Ended June 30, 2020

Non-Emergency Medical Transportation (SNEMT) program funding. The agreed-upon procedures (AUP) applied for these reviews were approved by the Subcommittee.

The LFS program is a formula-based allocation provided to eligible jurisdictions for use on allowable transportation planning and implementation activities. Since the LFS program is intended to augment, not replace, existing transportation expenditures, each jurisdiction is typically required to maintain a minimum level of local street and road expenditures to conform to a defined maintenance of effort (MOE) benchmark requirement. However, in response to the impacts of the coronavirus pandemic, the Board of Directors approved an amendment to the Orange County Local Transportation Authority M2 Ordinance to allow agencies to report actual MOE, which could be below the benchmark for FY 2019-20. Cities are required to submit copies of their Seven-Year Capital Improvement Plan, reflecting projects that will be funded with LFS.

The SMP funds local community transportation services for seniors. This program provides up to 80 percent of the funding for these services, and participating local jurisdictions provide a 20 percent match. Seniors must be age 60 or older to be eligible to participate in the program. A cooperative agreement, along with a written service plan, is executed between the local jurisdiction and OCLTA, to outline requirements of the program and to describe services to be provided. Consistent with the program guidelines, cities are required to submit monthly SMP activity reports within 30 days of month end.

The SNEMT program supplements existing countywide services that are funded with Tobacco Settlement Revenues (TSR). Since the SNEMT program is intended to supplement, not replace, existing TSR expenditures, the County is required to allocate the same percentage of TSR funding that was allocated in November 2006. A cooperative agreement between the County and OCLTA outlines program requirements. Through the terms of this agreement, the County is required to submit quarterly SNEMT activity reports within 45 days of quarter end.

All M2 revenues, interest earned on net revenues, expenditures, and expenditures of earned interest are required to be reflected on an annual expenditure report. The expenditure report requires certification by the respective city's finance director and must be adopted by the city council and filed with OCLTA within six months of FY end.

Discussion

Crowe LLP (auditors), conducted interviews of city finance and program-related staff, and applied the AUP, including testing of expenditures for compliance with

Orange County Local Transportation Authority Measure M2 Page 3
Agreed-Upon Procedures Reports, Year Ended June 30, 2020

program requirements, review of indirect costs for adequate support and reasonableness, testing to ensure allocation of interest, and testing of annual expenditure reports for accuracy.

AUP: LFS Program Funds

The auditors examined the cities of Brea, Costa Mesa, Laguna Hills, Lake Forest, La Palma, Placentia, and Tustin. No observations resulted from the audit of the City of Lake Forest.

At two cities, the auditors identified expenditures that were not properly classified as MOE expenditures. At six cities, the auditors identified reporting errors related to amounts reported on the cities' expenditure reports and at one city, LFS expenditures were charged to a project not listed on the city's Seven-Year Capital Improvement Project program report.

A summary of all findings and city management responses can be found in Attachment A, and the detailed reports, along with written management letters, can be found at Attachment B.

AUP: SMP Funds

The auditors examined the cities of Brea, Cypress, Costa Mesa, Laguna Hills, Placentia, and Stanton. No observations resulted from the audits of the cities of Costa Mesa, Cypress, and Stanton.

Two cities failed to allocate and report interest to the SMP program. One city continued to utilize a third party to provide senior transportation services under an agreement that was effective for the calendar year 2014, and one subsequent year. Another city overcharged the SMP program for indirect/administrative costs, misreported total SMP expenditures on its expenditure report, and submitted one monthly report late.

A summary of all findings and city management responses can be found at Attachment C, and the detailed reports, along with written management letters, can be found at Attachment D.

AUP: SNEMT Program Funds

No observations resulted from the audit of the County.

The detailed report can be found at Attachment E.

Orange County Local Transportation Authority Measure M2 Page 4
Agreed-Upon Procedures Reports, Year Ended June 30, 2020

Summary

The auditors have completed AUP related to M2 LFS, SMP, and SNEMT funds provided to nine cities and the County, for the FY ended June 30, 2020.

Attachments

- A. Summary of Agreed-Upon Procedures Reports Orange County Local Transportation Authority Measure M2 Local Fair Share for the Year Ended June 30, 2020
- B. Orange County Local Transportation Authority Measure M2 Local Fair Share Agreed-Upon Procedures Reports Year Ended June 30, 2020
- C. Summary of Agreed-Upon Procedures Reports Orange County Local Transportation Authority Measure M2 Senior Mobility Program for the Year Ended June 30, 2020
- D. Orange County Local Transportation Authority Measure M2 Senior Mobility Program Agreed-Upon Procedures Reports Year Ended June 30, 2020
- E. Orange County Local Transportation Authority Measure M2 Senior Non-Emergency Medical Transportation Program Agreed-Upon Procedures Report, County of Orange, Year Ended June 30, 2020

Authorized by:



Janet Sutter
Executive Director, Internal Audit
714-560-5591

SUMMARY OF AGREED-UPON PROCEDURES REPORTS
Orange County Local Transportation Authority
Measure M2 Local Fair Share for the Year Ended June 30, 2020

City	Result	City Management Response
Brea	The City of Brea's (Brea) expenditure report reflected \$0 in indirect costs charged as maintenance of effort (MOE) expenditures; however, testing identified indirect expenditures were charged to the MOE.	Brea has learned as part of this review that certain staff costs should be considered indirect, due to the manner in which the costs are charged to the program. Brea now has clarification on how these costs should be listed for reporting purposes.
Costa Mesa	The City of Costa Mesa (Costa Mesa) reported total MOE expenditures of \$9,713,495, on its expenditure report. Actual expenditures, per the general ledger, totaled \$9,413,495, a variance of \$300,000. The variance resulted from a clerical error.	Costa Mesa has implemented an additional layer of review to ensure accuracy.
Laguna Hills	The City of Laguna Hills (Laguna Hills) reported total MOE expenditures of \$1,516,648, on its expenditure report. Actual expenditures, per the general ledger, totaled \$1,407,967, a variance of \$108,681. The variance resulted from a reporting error.	Laguna Hills is in the process of revising its expenditure report and will submit the revised report to the Orange County Local Transportation Authority.
	Testing of 40 direct MOE expenditures, totaling \$243,690, identified one expenditure of \$80, that was not allowable per the Ordinance.	Laguna Hills will enhance its review procedures to ensure only eligible costs are allocated as MOE expenditures.
	Testing identified \$341,205 in MOE direct costs that were reported as indirect costs, in error. In addition, \$6,533 in MOE indirect costs tested were not allowable per the Ordinance.	Moving forward, Laguna Hills will classify contract engineering services as direct costs and will enhance its review procedures to ensure only allowable expenditures are allocated as MOE.
	Local Fair Share (LFS) expenditures related to one project (Street and Roadway Maintenance) that was not listed on Laguna Hills' Seven-Year Capital Improvement Project (CIP) Report, as required.	Moving forward, Laguna Hills will list the Street and Roadway Maintenance program as a LFS project on its CIP report.
Lake Forest	None	
La Palma	The City of La Palma's (La Palma) expenditure report reflected \$0 in indirect costs charged as MOE expenditures; however, testing identified indirect expenditures were charged to the MOE.	La Palma will report these expenditures as indirect costs in the future.
Placentia	The City of Placentia (Placentia) reported total MOE expenditures of \$1,125,411 on its expenditure report. Actual expenditures, per the general ledger, totaled \$848,930, a variance of \$276,481.	Placentia identified, corrected, and re-submitted its expenditure report.
	Testing of 40 direct MOE expenditures, totaling \$228,492, identified one expenditure for \$910, that was not allowable per the Ordinance.	Placentia's finance department will complete a thorough analysis of these expenditures before submission.
	Placentia's expenditure report reflected \$0 in indirect costs charged as MOE expenditures; however, testing identified indirect expenditures were charged to the MOE.	Placentia will review the Ordinance and Gas Tax Guidelines to ensure proper classification of expenditures in future reports.
Tustin	Testing identified \$188,625 in MOE direct costs that were reported as indirect costs, in error.	Going forward, the City of Tustin (Tustin) will ensure these costs are categorized as direct costs.
	Testing identified \$27,229 in LFS direct costs that were reported as indirect costs, in error.	Going forward, Tustin will ensure these costs are categorized as direct costs.

ORANGE COUNTY LOCAL
TRANSPORTATION AUTHORITY
MEASURE M2 LOCAL FAIR SHARE
AGREED-UPON PROCEDURES REPORTS
Year Ended June 30, 2020

**ORANGE COUNTY LOCAL
TRANSPORTATION AUTHORITY**
MEASURE M2 LOCAL FAIR SHARE
AGREED-UPON PROCEDURES REPORTS
Year Ended June 30, 2020

The cities listed below were selected by the Audit Subcommittee of the Taxpayers Oversight Committee to perform agreed-upon procedures for the fiscal year ended June 30, 2020. Please refer to the individual divider tab for our report on each Agency.

City of Brea

City of Costa Mesa

City of Laguna Hills

City of Lake Forest

City of La Palma

City of Placentia

City of Tustin



INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES
CITY OF BREA

Board of Directors
Orange County Local Transportation Authority and
the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Brea's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.

Findings: The MOE expenditures were tracked in the City's general ledger by fund and budget unit. The City recorded its MOE expenditures in its General Fund (110), Gas Tax Fund (220), and various budget units. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City's MOE expenditures for the fiscal year ended June 30, 2020 were \$1,355,110 (see Schedule A). We agreed the total expenditures of \$1,355,110 to the amount reported on the City's Expenditure Report (Schedule 3, line 18), with no differences. No exceptions were found as a result of this procedure.

(Continued)

3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 40 direct MOE expenditures totaling \$446,590 for testing, which represented approximately 33% of direct MOE expenditures of \$1,355,110 for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, based on inspection of the general ledger expenditure detail and per inspection of MOE costs samples selected, we identified indirect costs charged as MOE expenditures for the fiscal year ended June 30, 2020. As a result, Crowe selected 25 indirect MOE expenditures from the general ledger expenditures detail totaling \$173,399 for inspection. Upon inspecting the supporting documentation for the samples selected, we determined that the expenditures were properly classified as indirect MOE costs and were allowable per the Ordinance and percentages allocated to MOE were justifiable. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2020 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt. Explain any differences.

Findings: The City received \$3,006,428 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We agreed the fund balance of \$2,876,550 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

Findings: The LFS expenditures were tracked in the City's general ledger by fund and budget unit. The City recorded its LFS expenditures in its Measure M Transport Tax Fund (260), and various budget units. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2020 were \$936,508 (see Schedule A), which agreed to the City's Expenditure Report. (Schedule 2, line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

(Continued)

7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, without any exception. We selected five Measure M2 direct Local Fair Share expenditures for inspection totaling \$892,781 representing approximately 97% of total Measure M2 direct Local Fair Share expenditures of \$915,832 for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects. No exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, indirect costs were identified as Local Fair Share expenditures for the fiscal year ended June 30, 2020. We agreed \$20,676 of indirect costs per the Expenditure Report (Schedule 3, line 1) to the general ledger detail. We selected 25 charges for inspection with a total amount of \$1,998 representing 10% of the total indirect Local Fair Share costs. We recomputed the selected indirect costs using the City's allocation methodology and identified no exceptions. The indirect costs included allocated engineer salaries for the Public Works department. Upon inspecting the supporting documentation for the samples selected, we determined that the expenditures were properly classified as indirect Local Fair Share costs and were allowable per the Ordinance and percentages allocated to Local Fair Share were justifiable. In addition, the indirect LFS costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No exceptions were found as a result of this procedure.

9. Inspect the amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited and the methodology is reasonable. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

Findings: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$38,171 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Eligible Jurisdiction was found eligible by the Board of Directors for the applicable year (FY20) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

(Continued)

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.



Crowe LLP

Costa Mesa, California
March 11, 2021

CITY OF BREA, CALIFORNIA
 SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

	SCHEDULE A
Maintenance of Effort (MOE) Expenditures:	
Maintenance	
Other Street Purpose Maintenance	<u>\$ 1,355,110</u>
Total MOE Expenditures	<u>\$ 1,355,110</u>
Measure M2 Local Fair Share Expenditures (Schedule 4):	
Administrative	\$ 20,676
Traffic Control Upgrade - 7218	577
Citywide Slurry Seal Program - 7312	200,000
Alley Rehab E. of Redwood Avenue - 7315	161,640
Alley Rehab - Puente/ Joyce - 7316	207,915
Cliffwood Park Pavement - 7317	316,895
Alley Rehab W. of Flower Avenue - 7319	16,616
Country Lane Street Rehabilitation - 7323	11,440
Street Name Sign Replacement - 7703	<u>749</u>
Total Measure M2 Local Fair Share Expenditures	<u>\$ 936,508</u>
Total MOE and Measure M2 Local Fair Share Expenditures	<u><u>\$ 2,291,618</u></u>

Note: The above amounts were taken directly from the financial records of the City of Brea and were not audited.



City of Brea

March 11, 2021

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of Brea as of and for the fiscal year ended June 30, 2020.

Procedure #4

Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, based on inspection of the general ledger expenditure detail and per inspection of MOE costs samples selected, we identified indirect costs charged as MOE expenditures for the fiscal year ended June 30, 2020. As a result, Crowe selected 25 indirect MOE expenditures from the general ledger expenditures detail totaling \$173,399 for inspection. Upon inspecting the supporting documentation for the samples selected, we determined that the expenditures were properly classified as indirect MOE costs and were allowable per the Ordinance and percentages allocated to MOE were justifiable. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

City's Response: The City of Brea learned as part of this review that certain allowable staff costs for the street program are considered indirect/overhead costs due to the manner in which the costs are charged through the City's payroll system. The staff costs charged were mostly related to employees directly participating on street and road purpose projects, as well as first level supervision. However, these costs are allocated as opposed to direct charged to the program on the employee timecards. All of Brea's MOE costs were deemed allowable, and Brea staff now has clarification on which costs should be reported as indirect/overhead costs and which costs should be listed as direct for future reporting purposes.

 (for Bill Gallardo)

William Gallardo, City Manager



Cindy Russell, Administrative Services Director



Tony Olmos, Public Works Director



INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES
CITY OF COSTA MESA

Board of Directors
Orange County Local Transportation Authority and
the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Costa Mesa's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.

Findings: The MOE expenditures were tracked in the City's general ledger by fund, department number, and program number. The City recorded its MOE expenditures in its General Fund (101), Capital Improvement Fund (401), Measure M2 Fund (416), various department numbers, and program numbers. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City of Costa Mesa reported total MOE expenditures of \$9,713,495 on its Expenditure Report (Schedule 3, line 18) for fiscal year 2020. The actual MOE expenditures per expenditures detail totaled \$9,413,495, a variance of \$300,000. This variance was a result of clerical error in reporting expenditures in Program 30243 Signs & Markings. No other exceptions were found as a result of this procedure.

(Continued)

3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 25 direct MOE expenditures totaling \$2,943,813 which represented approximately 35% of total direct MOE expenditures of \$8,288,079 for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, indirect costs were identified as MOE expenditures for the fiscal year ended June 30, 2020. We agreed \$1,125,416 of indirect costs per the Expenditure Report (Schedule 3, line 1) to the general ledger detail. We selected 25 charges for inspection with a total amount of \$250,765 representing 22% of the total indirect MOE costs. We recomputed the selected indirect costs using the City's allocation methodology and identified no exceptions. The indirect costs included allocated management salaries for the Public Works department. Upon inspecting the supporting documentation for the samples selected, we determined that the expenditures were properly classified as indirect MOE costs and were allowable per the Ordinance and percentages allocated to MOE were justifiable. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2020 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt. Explain any differences.

Findings: The City received \$7,812,493 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We agreed the fund balance of \$5,307,592 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

Findings: The LFS expenditures were tracked in the City's general ledger by fund, department number, and program number. The City recorded its LFS expenditures in its Measure M2 Fair Share Fund (416), various department numbers, and program numbers. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2020 were \$1,932,955 (see Schedule A), which agreed to the City's Expenditure Report. (Schedule 2, line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

(Continued)

7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, without any exception. We selected 24 Measure M2 Local Fair Share direct expenditures for inspection totaling \$1,449,882 representing approximately 75% of total Measure M2 direct Local Fair Share expenditures of \$1,932,955 for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects. No exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, no indirect costs were identified as Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Inspect the amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited and the methodology is reasonable. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

Findings: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$181,561 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Eligible Jurisdiction was found eligible by the Board of Directors for the applicable year (FY20) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

(Continued)

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.



Crowe LLP

Costa Mesa, California
March 15, 2021

CITY OF COSTA MESA, CALIFORNIA
 SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

	SCHEDULE A
Maintenance of Effort (MOE) Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ 1,125,416
Construction & Right-of-Way	
Street Reconstruction	526,884
Signals, Safety Devices, & Street Lights	110,999
Pedestrian Ways & Bikepaths	160,904
Storm Drains	640,237
Maintenance	
Street Lights & Traffic Signals	1,907,973
Other Street Purpose Maintenance	<u>4,941,082</u>
Total MOE Expenditures	<u>\$ 9,413,495</u>
Measure M2 Local Fair Share Expenditures (Schedule 4):	
Harbor Blvd. Median and Parkway Improvements #350017	\$ 174,325
Street Maintenance City-wide #400015	1,758,630
Total Measure M2 Local Fair Share Expenditures	<u>\$ 1,932,955</u>
Total MOE and Measure M2 Local Fair Share Expenditures	<u>\$ 11,346,450</u>

Note: The above amounts were taken directly from the financial records of the City of Costa Mesa and were not audited.



CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FROM THE OFFICE OF THE FINANCE DIRECTOR/CITY TREASURER

Exhibit 1

March 11, 2021

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of Costa Mesa as of and for the fiscal year ended June 30, 2020.

Procedure #2

Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City of Costa Mesa reported total MOE expenditures of \$9,713,495 on its Expenditure Report (Schedule 3, line 18) for fiscal year 2020. The actual MOE expenditures per expenditures detail totaled \$9,413,495, a variance of \$300,000. This variance was a result of clerical error in reporting expenditures in Program 30243 Signs & Markings. No other exceptions were found as a result of this procedure.

City's Response:

The MOE program total expenditure entry had an administrative error that resulted in the amount being over-stated by \$300,000. The City has implemented an additional layer of review with the onboarding of a permanent Accounting Supervisor.

It is important to note that even after the correction of this error, the City's fiscal year 2020 MOE spending was approximately 6.9% of its General Fund revenues.

Lori Ann Farrell Harrison, City Manager

Carol Molina, Finance Director

Raja Sethuraman, Public Services Director



INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES
CITY OF LAGUNA HILLS

Board of Directors
Orange County Local Transportation Authority and
the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Laguna Hills' (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.

Findings: The MOE expenditures were tracked in the City's general ledger by fund, department number, and account number. The City recorded its MOE expenditures in its General Fund (100), Public Services Fund (355), various department, and various account numbers. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City of Laguna Hills reported total MOE expenditures of \$1,516,648 on its Expenditure Report (Schedule 3, line 18) for fiscal year 2020. The actual MOE expenditures per the general ledger expenditure detail totaled \$1,407,967, a variance of \$108,681. The variance was due to incorrect amounts reported in Line 15 of the Expenditure Report. No other exceptions were found as a result of this procedure.

(Continued)

3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 40 direct MOE expenditures totaling \$243,690 for testing which represented approximately 26% of total direct MOE expenditures of \$929,027 for the fiscal year ended June 30, 2020. We identified one expenditure relating to membership dues, totaling \$80 that was not allowable per the Ordinance. No other exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: We selected 49 indirect MOE costs for inspection with a total amount of \$366,425 representing 77% of the total indirect MOE costs of \$478,940. We agreed \$478,940 in indirect costs per the Expenditure Report (Schedule 3, line 1) to the general ledger detail. We recomputed the selected indirect costs charges using the City's allocation methodology and identified \$341,205 of indirect costs that should have been reported as direct costs. The costs were related to direct contracted engineering services. In addition, upon inspecting the supporting documentation for the indirect cost samples selected, we identified two expenditures, totaling \$6,533 that were not allowable per the Ordinance. These two expenditures consisted of various office supplies and park features. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2020 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt. Explain any differences.

Findings: The City received \$1,610,086 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We agreed the fund balance of \$0 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

Findings: The LFS expenditures were tracked in the City's general ledger by fund, department number, and account number. The City recorded its LFS expenditures in its Measure M Fund (212), various department numbers, and account numbers. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2020 were \$615,719 (see Schedule A), which agreed to the City's Expenditure Report. (Schedule 2, line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

(Continued)

7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: M2 Local Fair Share expenditures selected for inspection totaled \$497,607 representing approximately 81% of total Measure M2 Local Fair Share expenditures of \$615,719 for the fiscal year ended June 30, 2020. When comparing the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, which consisted of one project, the project (Street and Roadway Maintenance \$615,719) was not listed on the City's Seven-Year CIP. No other exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, no indirect costs were identified as Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Inspect the amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited and the methodology is reasonable. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

Findings: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$5,456 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Eligible Jurisdiction was found eligible by the Board of Directors for the applicable year (FY20) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

(Continued)

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.



Crowe LLP

Costa Mesa, California
March 12, 2021

CITY OF LAGUNA HILLS, CALIFORNIA
 SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

	SCHEDULE A
Maintenance of Effort (MOE) Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ 478,940
Construction & Right-of-Way	
Signals, Safety Devices, & Street Lights	9,250
Storm Drains	189,389
Maintenance	
Street Lights & Traffic Signals	689,013
Other Street Purpose Maintenance	<u>41,375</u>
Total MOE Expenditures	<u>\$ 1,407,967</u>
Measure M2 Local Fair Share Expenditures (Schedule 4):	
Street Maintenance Contract	\$ 615,719
Total Measure M2 Local Fair Share Expenditures	<u>\$ 615,719</u>
Total MOE and Measure M2 Local Fair Share Expenditures	<u><u>\$ 2,023,686</u></u>

Note: The above amounts were taken directly from the financial records of the City of Laguna Hills and were not audited.



Exhibit 1

CITY OF LAGUNA HILLS

March 12, 2021

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of Laguna Hills as of and for the fiscal year ended June 30, 2020.

Procedure #2

Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City of Laguna Hills reported total MOE expenditures of \$1,516,648 on its Expenditure Report (Schedule 3, line 18) for fiscal year 2020. The actual MOE expenditures totaled \$1,407,967, a variance of \$108,681. The variance was due to incorrect amounts reported in Line 15 of the Expenditure Report. No other exceptions were found as a result of this procedure.

City's Response:

The City agrees with the Finding and is in the process of revising its M2 Expenditure Report accordingly for the fiscal year ended June 30, 2020. The revised Expenditure Report will be resubmitted to OCTA.

Procedure #3

Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:

- a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
- b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 40 direct MOE expenditures totaling \$243,690 which represented approximately 26% of total direct MOE expenditures of \$929,027 for the fiscal year ended June 30, 2020. We identified one expenditure relating to membership dues, totaling \$80 that was not allowable per the Ordinance. No other exceptions were found as a result of this procedure.

City's Response:

The City agrees with the Finding and will enhance its review procedures to ensure only eligible costs will be allocated to MOE expenditures.

Procedure #4

Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: We selected 49 indirect MOE costs for inspection with a total amount of \$366,425 representing 77% of the total indirect MOE costs of \$478,940. We agreed \$478,940 in indirect costs per the Expenditure Report (Schedule 3, line 1) to the general ledger detail. We recomputed the selected indirect costs charges using the City's allocation methodology and identified \$341,205 of indirect costs that should have been reported as direct costs. The costs were related to direct contracted engineering services. In addition, upon inspecting the supporting documentation for the indirect cost samples selected, we identified two expenditures, totaling \$6,533 that were not allowable per the Ordinance. These two expenditures consisted of various office supplies and park features. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

City's Response:

The City agrees with the Finding. Moving forward, the City will classify contract engineering services as direct cost and will enhance its review procedures to ensure only allowable expenditures are allocated as MOE.

Procedure #7

Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:

- a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
- b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: M2 Local Fair Share expenditures selected for inspection totaled \$497,607 representing approximately 81% of total Measure M2 Local Fair Share expenditures of \$615,719 for the fiscal year ended June 30, 2020. When comparing the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, which consisted of one project, the project (Street and Roadway Maintenance \$615,719) was not listed on the City's Seven-Year CIP. No other exceptions were found as a result of this procedure.

City's Response:

The City agrees with the Finding. Moving forward, the City's Street and Roadway Maintenance program will be listed as a Measure M2 Local Fair Share project on the Seven-Year Capital Improvement Program (CIP).



Kenneth H. Rosenfield
Interim City Manager



Janice Reyes
Finance Director



INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES
CITY OF LAKE FOREST

Board of Directors
Orange County Local Transportation Authority and
the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Lake Forest's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.

Findings: The MOE expenditures were tracked in the City's general ledger by fund, department number, and account number. The City recorded its MOE expenditures in its General Fund (100), various department numbers, and account numbers. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City's MOE expenditures for the fiscal year ended June 30, 2020 were \$793,583 (see Schedule A). We agreed the total expenditures of \$793,583 to the amount reported on the City's Expenditure Report (Schedule 3, line 18), with no differences. No exceptions were found as a result of this procedure.

(Continued)

3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 25 direct MOE expenditures totaling \$403,437 for testing, which represented approximately 51% of total direct MOE expenditures of \$793,583 for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, no indirect costs were identified as MOE expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2020 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt. Explain any differences.

Findings: The City received \$4,277,021 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We agreed the fund balance of \$1,911,408 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

Findings: The LFS expenditures were tracked in the City's general ledger by fund, department number, and account number. The City recorded its LFS expenditures in its Measure M Fund (220), various department numbers, and account numbers. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2020 were \$770 (see Schedule A), which agreed to the City's Expenditure Report. (Schedule 2, line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:

(Continued)

- a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
- b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, without exception. We selected two direct Measure M2 Local Fair Share expenditures for inspection totaling \$770 representing 100% of total direct Measure M2 Local Fair Share expenditures of \$770 for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects. No exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, no indirect costs were identified as Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Inspect the amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited and the methodology is reasonable. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

Findings: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$16,116 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Eligible Jurisdiction was found eligible by the Board of Directors for the applicable year (FY20) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

(Continued)

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.


Crowe LLP

Costa Mesa, California
March 11, 2021

CITY OF LAKE FOREST, CALIFORNIA
 SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

	SCHEDULE A
Maintenance of Effort (MOE) Expenditures:	
Maintenance	
Other Street Purpose Maintenance	\$ 793,583
Total MOE Expenditures	<u>\$ 793,583</u>
Measure M2 Local Fair Share Expenditures (Schedule 4):	
950.100 Repaving and Slurry Seal	\$ 770
Total Measure M2 Local Fair Share Expenditures	<u>\$ 770</u>
Total MOE and Measure M2 Local Fair Share Expenditures	<u><u>\$ 794,353</u></u>

Note: The above amounts were taken directly from the financial records of the City of Lake Forest and were not audited.



INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES
CITY OF LA PALMA

Board of Directors
Orange County Local Transportation Authority and
the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of La Palma's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.

Findings: The MOE expenditures were tracked in the City's general ledger by fund, department number, and account number. The City recorded its MOE expenditures in its General Fund (001), Road Maintenance and Rehabilitation Fund (010), Street Fund (011), various department numbers, and account numbers. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City's MOE expenditures for the fiscal year ended June 30, 2020 were \$517,482 (see Schedule A). We agreed the total expenditures of \$517,482 to the amount reported on the City's Expenditure Report (Schedule 3, line 18), with no differences. No exceptions were found as a result of this procedure.

(Continued)

3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 35 direct MOE expenditures totaling \$395,204 for testing, which represented approximately 76% of direct MOE expenditures of \$517,482 for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, based on inspection of the general ledger expenditure detail and per inspection of MOE costs samples selected, we identified indirect costs charged as MOE expenditures for the fiscal year ended June 30, 2020. As a result, Crowe selected 25 indirect MOE expenditures from the general ledger expenditures detail totaling \$23,808 for inspection. Upon inspecting the supporting documentation for the samples selected, we determined that the indirect MOE costs were properly classified as indirect expenditures and allowable per the Ordinance. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2020 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt. Explain any differences.

Findings: The City received \$796,578 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We agreed the fund balance of \$373,906 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

Findings: The LFS expenditures were tracked in the City's general ledger by fund, department number, and account number. The City recorded its LFS expenditures in its Measure M Fund (012), various department numbers, and account numbers. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2020 were \$301,928 (see Schedule A), which agreed to the City's Expenditure Report. (Schedule 2, line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

(Continued)

7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, without any exception. We selected five direct Measure M2 Local Fair Share expenditures for inspection totaling \$273,325 representing approximately 91% of total direct Measure M2 Local Fair Share expenditures of 301,928 for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects. No exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, no indirect costs were identified as Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Inspect the amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited and the methodology is reasonable. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

Findings: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$18,325 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Eligible Jurisdiction was found eligible by the Board of Directors for the applicable year (FY20) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

(Continued)

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.



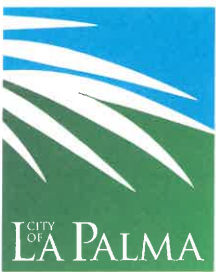
Crowe LLP

Costa Mesa, California
March 15, 2021

CITY OF LA PALMA, CALIFORNIA
 SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

	SCHEDULE A
Maintenance of Effort (MOE) Expenditures:	
Maintenance	
Patching	\$ 12,135
Overlay & Sealing	179,538
Street Lights & Traffic Signals	142,690
Other Street Purpose Maintenance	<u>183,119</u>
Total MOE Expenditures	<u>\$ 517,482</u>
Measure M2 Local Fair Share Expenditures (Schedule 4):	
Orangethorpe Ave Rehabilitation (Walker to Valley View) (ST-353)	\$ 23,273
Median Island Reconstruction Design	38,655
Orangethorpe Ave Rehabilitation (Moody to Walker) (ST-346)	240,000
Total Measure M2 Local Fair Share Expenditures	<u>\$ 301,928</u>
Total MOE and Measure M2 Local Fair Share Expenditures	<u><u>\$ 819,410</u></u>

Note: The above amounts were taken directly from the financial records of the City of La Palma and were not audited.



March 15, 2021

4.6.a

Exhibit 1

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of La Palma as of and for the fiscal year ended June 30, 2020.

Procedure #4

Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, based on inspection of the general ledger expenditure detail and per inspection of MOE costs samples selected, we identified indirect costs charged as MOE expenditures for the fiscal year ended June 30, 2020. As a result, Crowe selected indirect 25 MOE expenditures from the general ledger expenditures detail totaling \$23,808 for inspection. Upon inspecting the supporting documentation for the samples selected, we determined that the indirect MOE costs were allowable per the Ordinance. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

City's Response:

The City has been preparing the annual report consistently, and the City is pleased that the expenditures are allowable. The City sees that the auditor used account 001-405-5010-xxxxx to calculate the \$23,808, and for future reports, the City will report those expenditures as indirect costs.


CITY MANAGER

Name and Title of Responsible Party


COMMUNITY SERVICES DIRECTOR

Name and Title of Responsible Party


ACCOUNTING SUPERVISOR

Name and Title of Responsible Party

www.cityoflapalma.org
7822 Walker Street
La Palma, CA 90623-1771

PHONE
714 690 3300
FAX
714

Packet Pg. 84

Attachment: Attachment a - OCTA Measure M2 Agreed-Upon Procedures Reports, Year Ended June 30, 2020 (2392 : Amended M2 Expenditure



INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES
CITY OF PLACENTIA

Board of Directors
Orange County Local Transportation Authority and
the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Placentia's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.

Findings: The MOE expenditures were tracked in the City's general ledger by fund, and package. The City recorded its MOE expenditures in its Measure M Fund (210), various packages. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City of Placentia reported total MOE expenditures of \$1,125,411 on its Expenditure Report (Schedule 3, line 18) for fiscal year 2020. The actual MOE expenditures totaled \$848,930, a variance of \$276,481. The variance was due to a clerical error when reporting the expenditures for Department Contracted Services. No other exceptions were found as a result of this procedure.

(Continued)

3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 40 direct MOE expenditures totaling \$228,492 for testing, which represented approximately 27% of total direct MOE expenditures of \$848,930 for the fiscal year ended June 30, 2020. We identified one expenditure related to a rental car, totaling \$910 that was not allowable per the Ordinance. No other exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, based on inspection of the general ledger expenditure detail and per inspection of MOE direct cost samples selected, we identified indirect costs charged as MOE expenditures for the fiscal year ended June 30, 2020. As a result, Crowe selected 25 indirect MOE expenditures from the general ledger expenditure detail totaling \$96,455 for inspection. Upon inspecting the supporting documentation for the samples selected, we determined that the expenditures were properly classified as indirect MOE costs and were allowable per the Ordinance and percentages allocated to MOE were justifiable. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2020 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt. Explain any differences.

Findings: The City received \$2,762,624 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We agreed the fund balance of \$623,228 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

Findings: The LFS expenditures were tracked in the City's general ledger by fund, package. The City recorded its LFS expenditures in its Measure M Fund (210), various packages. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2020 were \$527,707 (see Schedule A), which agreed to the City's Expenditure Report. (Schedule 2, line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

(Continued)

7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, without any exception. We selected five direct Measure M2 Local Fair Share expenditures for inspection totaling \$413,141 representing approximately 78% of total direct Measure M2 Local Fair Share expenditures of \$527,707 for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects. No exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, no indirect costs were identified as Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Inspect the amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited and the methodology is reasonable. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

Findings: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$12,814 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Eligible Jurisdiction was found eligible by the Board of Directors for the applicable year (FY20) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

(Continued)

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.



Crowe LLP

Costa Mesa, California
March 11, 2021

CITY OF PLACENTIA, CALIFORNIA
 SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Maintenance of Effort (MOE) Expenditures:

Maintenance

Street Lights & Traffic Signals	\$ 123,116
Other Street Purpose Maintenance	<u>725,814</u>

Total MOE Expenditures	<u>\$ 848,930</u>
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Measure M2 Local Fair Share Expenditures (Schedule 4):

1001 - FY 19-20 Residentail Slurry Seal Project	\$ 464,177
1905 - Design for ADA Ramp Reconstruction Project	200
5801 - Metrolink Stations and Parking Structure Project	34,690
183551-6015 Pavement Management plan update	<u>28,640</u>

Total Measure M2 Local Fair Share Expenditures	<u>\$ 527,707</u>
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Total MOE and Measure M2 Local Fair Share Expenditures	<u><u>\$ 1,376,637</u></u>
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Note: The above amounts were taken directly from the financial records of the City of Placentia and were not audited.

The People are the City



Mayor
CRAIG S. GREEN

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
RHONDA SHADER
WARD L. SMITH
JEREMY B. YAMAGUCHI

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

Exhibit 1

March 11, 2021

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of Placentia as of and for the fiscal year ended June 30, 2020.

Procedure #2

Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City of Placentia reported total MOE expenditures of \$1,125,411 on its Expenditure Report (Schedule 3, line 18) for fiscal year 2020. The actual MOE expenditures totaled \$848,930, a variance of \$276,481. The variance was due to a clerical error when reporting the expenditures for Department Contracted Services. No other exceptions were found as a result of this procedure.

City's Response: The City agrees that on the initial submission for MOE expenditure report there was a clerical error. The City corrected and submitted the report to OCLTA when the error was found prior to discovery from the auditors. The city will verify the report before submission.

Procedure #3

Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:

- Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
- Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 40 direct MOE expenditures totaling \$228,492, which represented approximately 27% of total direct MOE expenditures of \$848,930 for the fiscal year ended June 30, 2020. We identified

one expenditure relating to a rental car, totaling \$910 that was not allowable per the ordinance. No other exceptions were found as a result of this procedure.

City's Response: The City agrees that the \$910 was not an allowable expense per the ordinance. Placentia's finance department will complete a thorough analysis of the expenditures prior to submission.

Procedure #4

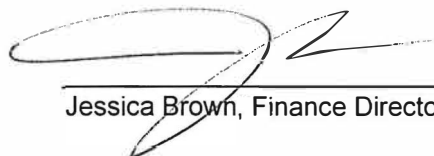
Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, based on inspection of the general ledger expenditure detail and per inspection of MOE costs samples selected, we identified indirect costs charged as MOE expenditures for the fiscal year ended June 30, 2020. As a result, Crowe selected 25 indirect MOE expenditures from the general ledger expenditures detail totaling \$96,455 for inspection. Upon inspecting the supporting documentation for the samples selected, we determined that the indirect MOE costs were allowable per the Ordinance. In addition, the indirect MOE costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No other exceptions were found as a result of this procedure.

City's Response: The City agrees that based on the Ordinance the 25 MOE expenditures are indirect expenditures. The City will review the Ordinance and Gas Tax guidelines to ensure proper classification of expenditures in future reports.



Damien Arrula, City Administrator

Luis Estevez, Deputy City Administrator

Jessica Brown, Finance Director



INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES
CITY OF TUSTIN

Board of Directors
Orange County Local Transportation Authority and
the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Tustin's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.

Findings: The MOE expenditures were tracked in the City's general ledger by fund, department number, and division number. The City recorded its MOE expenditures in its Capital Projects Fund (200), Proceeds Land Held for Resale Fund (189), various department numbers, and division numbers. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2020. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

Findings: The City's MOE expenditures for the fiscal year ended June 30, 2020 were \$4,120,774 (see Schedule A). We agreed the total expenditures of \$4,120,774 to the amount reported on the City's Expenditure Report (Schedule 3, line 18), with no differences. No exceptions were found as a result of this procedure.

(Continued)

3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: We selected 20 direct MOE expenditures totaling \$2,987,179 for testing, which represented approximately 76% of total direct MOE expenditures of \$3,932,149 for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$188,625 in indirect costs for MOE for the fiscal year ended June 30, 2020. We selected 25 indirect costs for inspection with a total amount of \$51,184 representing 27% of the total MOE indirect costs, we identified these costs represented labor charges directly charged to the program. As a result, all indirect costs of \$188,625 should have been reported as direct costs. Upon inspecting the supporting documentation for the samples selected, we determined that the MOE direct costs were allowable per the Ordinance. No other exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2020 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt. Explain any differences.

Findings: The City received \$4,772,858 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We agreed the fund balance of \$4,089,124 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

Findings: The LFS expenditures were tracked in the City's general ledger by fund, department number, and division number. The City recorded its LFS expenditures in its Measure M2 Fair Share Fund (139), various department numbers, and division numbers. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2020 were \$530,129 (see Schedule A), which agreed to the City's Expenditure Report. (Schedule 2, line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

(Continued)

7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

Findings: We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, without any exception. We selected ten Measure M2 direct Local Fair Share expenditures for inspection totaling \$280,116 representing approximately 56% of total Measure M2 Local Fair Share direct expenditures of \$502,900 for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects. No exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$27,229 in indirect costs for LFS for the fiscal year ended June 30, 2020. We selected 25 indirect costs for inspection with a total amount of \$7,389 representing 27% of the total LFS indirect costs, we identified these costs represented labor charges directly charged to the program. As a result, all indirect costs of \$27,229 should have been reported as direct costs. Upon inspecting the supporting documentation for the samples selected, we determined that the LFS direct costs were allowable per the Ordinance. No other exceptions were found as a result of this procedure.

9. Inspect the amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited and the methodology is reasonable. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

Findings: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$134,487 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Eligible Jurisdiction was found eligible by the Board of Directors for the applicable year (FY20) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

(Continued)

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.


Crowe LLP

Costa Mesa, California
March 11, 2021

CITY OF TUSTIN, CALIFORNIA
 SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

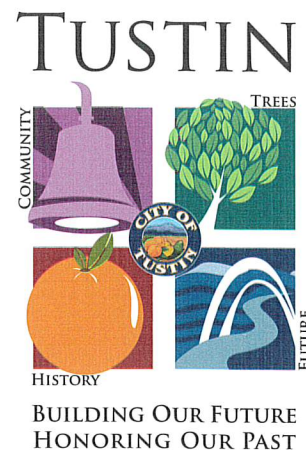
	SCHEDULE A
Maintenance of Effort (MOE) Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ 188,625
Construction & Right-of-Way	
New Street Construction	1,096,948
Signals, Safety Devices, & Street Lights	10,074
Pedestrian Ways & Bikepaths	173,250
Maintenance	
Patching	67,984
Overlay & Sealing	1,698,700
Other Street Purpose Maintenance	<u>885,193</u>
Total MOE Expenditures	<u>\$ 4,120,774</u>
Measure M2 Local Fair Share Expenditures (Schedule 4):	
Traffic Signal Controller Upgrade/Replacement	\$ 93,370
17th Street Signal Synchronization	250
Edinger Ave/ Irvine Center Drive Traffic Signal Synchronization	9,569
Tustin Ranch Road/ Von Karmen Traffic Signal Synchronization	25,372
Lansdowne/Valencia Traffic Signal Improvement	19
FY18/19 Major Pavement Maintenance	250,168
FY19/20 Major Pavement Maintenance	121,367
Bank Service Charges	2,785
Direct Charge for Labor Associated With These Projects	<u>27,229</u>
Total Measure M2 Local Fair Share Expenditures	<u>\$ 530,129</u>
Total MOE and Measure M2 Local Fair Share Expenditures	<u><u>\$ 4,650,903</u></u>

Note: The above amounts were taken directly from the financial records of the City of Tustin and were not audited.

Finance Department

March 11, 2021

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California



The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of Tustin as of and for the fiscal year ended June 30, 2020.

Procedure #4

Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$188,625 in indirect costs for MOE for the fiscal year ended June 30, 2020. We selected 25 indirect costs for inspection with a total amount of \$51,184 representing 27% of the total MOE indirect costs, we identified these costs represented labor charges directly charged to the program. As a result, all indirect costs of \$188,625 should have been reported as direct costs. Upon inspecting the supporting documentation for the samples selected, we determined that the MOE direct costs were allowable per the Ordinance. No other exceptions were found as a result of this procedure.

City's Response:

Previously, the City Staff had the understanding that the direct labor costs for the Engineering staff's time to manage the various projects were considered to be overhead and should be included on line 1 of Schedule 3 of the Expenditure Report. Going forward, the City staff will ensure that these costs be categorized with the project costs in line 2 through 15 of Schedule 3 of the Expenditure Report.

Procedure #8

Identify whether or not indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$27,229 in indirect costs for LFS for the fiscal year ended June 30, 2020. We selected 25 indirect costs for inspection with a total amount of \$7,389 representing 27% of the total LFS indirect costs, we identified these costs represented labor charges directly charged to the program. As a result, all indirect costs of \$27,229 should have been reported as direct costs. Upon inspecting the supporting documentation for the

samples selected, we determined that the LFS direct costs were allowable per the Ordinance. No other exceptions were found as a result of this procedure.

City's Response:

Previously, the City Staff had the understanding that the direct labor costs for the Engineering staff's time to manage the various projects were considered to be overhead and should be included on line 1 of Schedule 3 of the Expenditure Report. Going forward, the City staff will ensure that these costs be categorized with the project costs in line 2 through 15 of Schedule 3 of the Expenditure Report.

DocuSigned by:

Matthew S. West

Matthew S. West, City Manager

DocuSigned by:

Jason Al-Imam

Jason Al-Imam, Finance Director

DocuSigned by:

Douglas S. Stack

Doug Stack, Director of Public Works/City Engineer

SUMMARY OF AGREED-UPON PROCEDURES REPORTS
Orange County Local Transportation Authority
Measure M2 Senior Mobility Program for the Year Ended June 30, 2020

City	Result	City Management Response
Brea	The City of Brea (Brea) did not allocate interest to the Senior Mobility Program (SMP); Brea should have allocated and reported interest of \$471 to the program.	Brea will begin tracking these funds on a monthly basis and allocating interest, as appropriate.
	Brea continues to utilize California Yellow Cab to provide senior transportation services under an agreement that was competitively procured in 2013, for a one-year term, with an additional one-year option term.	Brea will procure a new contract through a competitive process that will include a specified term of more than five years. Brea is targeting July 1, 2021, for a new contract start date.
Costa Mesa	None	
Cypress	None	
Laguna Hills	The City of Laguna Hills (Laguna Hills) reported total SMP expenditures of \$36,754, on its expenditure report. Actual SMP expenditures, per the general ledger, detail totaled \$40,429. The variance resulted from Laguna Hills' failure to report administrative costs assessed to the SMP program.	Laguna Hills is in the process of revising its expenditure report and will resubmit to the Orange County Local Transportation Authority.
	Policy guidelines allow up to ten percent of total expenditures to be charged to the program for administrative costs. Laguna Hills charged \$33,721 in administrative/indirect costs to the SMP program, which exceeded the maximum allowed by \$32,029.	Laguna Hills will restore the overage of \$32,029 to the SMP program, and revise its expenditure report accordingly.
	One of four monthly reports tested was not submitted within 30 days of month end, as required.	The untimely filing of the April report was the result of the local emergency and health crisis.
Placentia	The City of Placentia (Placentia) did not allocate interest of the SMP program; Placentia should have allocated and reported interest of \$1,174, to the program.	Placentia will allocate back interest that should have been credited to the SMP program.
Stanton	None	

**ORANGE COUNTY LOCAL
TRANSPORTATION AUTHORITY**

MEASURE M2 SENIOR MOBILITY PROGRAM

AGREED-UPON PROCEDURES REPORTS

Year Ended June 30, 2020

Attachment: Attachment a - OCTA Measure M2 Agreed-Upon Procedures Reports, Year Ended June 30, 2020 (2392 : Amended M2 Expenditure

**ORANGE COUNTY LOCAL
TRANSPORTATION AUTHORITY**

**MEASURE M2 SENIOR MOBILITY
PROGRAM**

AGREED-UPON PROCEDURES REPORT

Year Ended June 30, 2020

The cities listed below were selected by the Audit Subcommittee of the Taxpayers Oversight Committee to perform agreed-upon procedures for the fiscal year ended June 30, 2020. Please refer to the individual divider tab for our report on each Agency.

City of Brea

City of Costa Mesa

City of Cypress

City of Laguna Hills

City of Placentia

City of Stanton



INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES
CITY OF BREA

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Brea's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain and read the Cooperative Agreement for the Senior Mobility Program between OCLTA and the Eligible Jurisdiction and determine that the agreement was properly approved and executed.

Findings: No exceptions were found as a result of this procedure.

2. Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.

Findings: The City's expenditures related to Measure M2 Senior Mobility Program were tracked in the general ledger by fund, budget unit, and account number. The City recorded its Senior Mobility Program expenditures in its General Fund (110), various budget units, and account numbers. The City reported \$51,315 in program expenditures on the Expenditure Report (Schedule 2, line 21 for Project U) which agreed to the M2 funded portion of total expenditures, excluding the match funds. No exceptions were found as a result of this procedure.

(Continued)

3. Obtain a listing of Measure M2 Senior Mobility Program payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Senior Mobility Program as of June 30, 2020, agree to the balance as listed on the Eligible Jurisdictions' Expenditure Report (Schedule 1, line 24) and determine whether funds were expended within three years of receipt. For payments received during the fiscal year ended June 30, 2020, agree to the amount listed as received on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 for Project U). Explain any differences.

Findings: The City received \$135,461 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We compared the fund balance of \$42,523 from the general ledger detail to the fund balance reported in the City's Expenditure Report (Schedule 1, line 24) of \$42,523; no difference was identified. We determined funds were expended within three years of receipt. We agreed payments received from OCLTA totaling \$46,379 during the fiscal year ended June 30, 2020, to the general ledger detail and to the amount listed as received on the City's Expenditure Report (Schedule 2, line 8 for Project U) without exception. No exceptions were identified as a result of this procedure.

4. Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: Based on the Expenditure Report (Schedule 2, line 8 – Project U), the City reported \$0 in interest revenue. Per inspection of the City's general ledger, we identified that Fund 110, General Fund included cash balances for various Measure M programs such as Measure M2 (Local Fair Share), and Senior Mobility Program. The City calculated interest earnings on a monthly basis using the ending cash balance of Measure M funds, but did not allocate or report interest to the Senior Mobility Program as required. The City should have allocated and reported interest of \$471 to the Senior Mobility Program. We inquired of City personnel regarding fare collection methodologies. The City did not charge fares for senior transportation services during the year, but monetary donations were accepted and credited to the program. No other exceptions were found as a result of this procedure.

5. Determine that the Eligible Jurisdiction satisfied the requirement of twenty percent (20%) matching of the total annual formula allocation (i.e., accrual-basis funding allocation) for the fiscal year ended June 30, 2020.

Findings: We received the City's general ledger detail of matching expenditures, scanned for the types and sources of matching funds and agreed to supporting documentation, such as invoices, to determine whether the match amounts were justifiable and acceptable under the Ordinance. The total matching expenditures amounted to \$34,094 which was approximately 40% of the total expenditures of \$85,409 (M2 funded portion of \$51,315 and City's matching portion of \$34,094) which agreed to the City's general ledger detail of the M2 total expenditures. No exceptions were found as a result of this procedure.

6. Select a sample of Measure M2 Senior Mobility Program expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine whether the expenditures selected in (a) above were exclusively for Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative Agreement.

(Continued)

Findings: We selected 40 Measure M2 Senior Mobility Program expenditures for inspection totaling \$23,607 representing approximately 46% of total Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for the Senior Mobility Program and met the requirements outlined in the Measure M2 project U Senior/ Disabled Program Funding Policy Guidelines and the cooperative agreement. No exceptions were found as a result of this procedure.

7. Inquire as to the procedures used by the Eligible Jurisdictions to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

Findings: We inquired of management as to the procedures used to ensure services are provided only to eligible participants. Any person who wants to join the Senior Transportation Program must fill out an application and provide a copy of their driver's license or Department of Motor Vehicles issued identification card for age verification. The City then verifies that the applicant is a resident of City of Brea, and 60 years of age or older in accordance with Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. The City also maintains a copy of each application and the forms of verification on file. No exceptions were found as a result of this procedure.

8. Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 in administrative costs. Per discussion with the City's accounting personnel and inspection of the general ledger expenditure detail, no administrative costs were identified as Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. For Contractors procured prior to June 1, 2020, determine whether that the Contractor was selected using a competitive procurement process; and
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on inspection of the general ledger expenditure detail and discussion with City personnel, the City utilized California Yellow Cab to provide senior transportation services under the Senior Mobility Program. Crowe obtained and inspected the agreement and noted that the initial term of the agreement was from January 1, 2014 through December 31, 2014, with a provision to allow automatic renewal for "an additional one-year term by mutual agreement of both parties". Despite this language, the City indicated that the intention of the parties was for the agreement to continue annually in perpetuity unless cancelled in writing. As such, the City has not executed a new agreement, and has continued to operate under the original contract with California Yellow Cab through June 30, 2020, with no additional competitive procurement activities since 2013. Per inspection of the original contract, we found the language requiring that wheelchair accessible vehicles be made available and used as needed was included, as required. No other exceptions were found as a result of this procedure.

10. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Inspect the insurance coverage to ensure the terms satisfied the requirements established in the Cooperative Agreement; and

(Continued)

- b. Determine whether the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.

Findings: We obtained and inspected the insurance coverage for the contractor, and determined that the requirements established in the cooperative agreement were met. Additionally, the current year proof of insurance for the City's contractor was submitted and on file with OCLTA. No exceptions were found as a result of this procedure.

11. Obtain and sample four monthly summary operations reports and determine whether the reports were properly prepared and submitted by the last day of the following month.

Findings: We sampled four monthly summary reports (November 2019, December 2019, February 2020, and June 2020). Through inspection, we determined all four reports were timely submitted within 30 days of the following month end. OCLTA staff confirmed that reports were received on the following dates:

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
November 2019	December 31, 2019	December 30, 2019	-
December 2019	January 31, 2020	January 30, 2020	-
February 2020	March 31, 2020	March 31, 2020	-
June 2020	July 31, 2020	July 31, 2020	-

No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.


Crowe LLP

Costa Mesa, California
March 11, 2021

CITY OF BREA, CALIFORNIA
 SCHEDULE OF MEASURE M2 SENIOR MOBILITY PROGRAM EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Measure M2 Senior Mobility Program Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ -
Other Senior Mobility Project U	<u>51,315</u>
 Total Measure M2 Senior Mobility Program Expenditures	 <u><u>\$ 51,315</u></u>

Note: The above amounts were taken directly from the financial records of the City of Brea and were not audited.



March 11, 2021

City of Brea

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Senior Mobility program for the City of Brea as of and for the fiscal year ended June 30, 2020.

Procedure #4

Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: Based on the Expenditure Report (Schedule 2, line 8 – Project U), the City reported \$0 in interest revenue. Per inspection of the City's general ledger, we identified that Fund 110, General Fund included cash balances for various Measure M programs such as Measure M2 (Local Fair Share), and Senior Mobility Program. The City calculated interest earnings on a monthly basis using the ending cash balance of Measure M funds, but did not allocate or report interest to the Senior Mobility Program as required. The City should have allocated and reported interest of \$471 to the Senior Mobility Program. We inquired of City personnel regarding fare collection methodologies. The City did not charge fares for senior transportation services during the year, but monetary donations were accepted and credited to the program. No other exceptions were found as a result of this procedure.

City's Response:

Prior to FY 2015, the City was expending all SMP funds received on an annual basis. Therefore, there was no interest allocation required. Beginning with FY 2015, it appears that additional City funds were allocated to the program in excess of the required 20% match and therefore 100% of the Senior Mobility Program (SMP) funds were not spent each year. When this occurred interest was inadvertently not allocated to the unexpended balance. The City will be tracking these funds on a monthly basis going forward and allocating interest as appropriate through its quarterly interest allocation plan.

Procedure #9

Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:

- a. For Contractors procured prior to June 1, 2020, determine whether that the Contractor was selected using a competitive procurement process; and
- b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on inspection of the general ledger expenditure detail and discussion with City personnel, the City utilized California Yellow Cab to provide senior transportation services under the Senior Mobility Program. Crowe obtained and inspected the agreement and noted that the initial term of the agreement was from January 1, 2014 through December 31, 2014, with a provision to allow automatic renewal for "an additional one-year term by mutual agreement of both parties". Despite this language, the City indicated that the intention of the parties was for the agreement to continue annually in perpetuity unless cancelled in writing. As such, the City has not executed a new agreement, and has continued to operate under the original contract with California Yellow Cab through June 30, 2020, with no additional competitive procurement activities since 2013. Per inspection of the original contract, we found the language requiring that wheelchair accessible vehicles be made available and used as needed was included, as required. No other exceptions were found as a result of this procedure.

City's Response:

As indicated, City staff understood the contract language regarding the term supported the intention for this contract to renew annually unless cancelled in writing. Based on the feedback received as part of these agreed upon procedures, the City will be procuring a new contract through a new competitive process that includes a specified term of no more than five years with the intention to procure a new contract every five years through a competitive process. The City is targeting July 1, 2021 for a new contract start date.

 (for Bill Gallardo)

William Gallardo, City Manager



Cindy Russell, Administrative Services Director



Tony Olmos, Public Works Director



INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES
CITY OF COSTA MESA

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Costa Mesa's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain and read the Cooperative Agreement for the Senior Mobility Program between OCLTA and the Eligible Jurisdiction and determine that the agreement was properly approved and executed.

Findings: No exceptions were found as a result of this procedure.

2. Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.

Findings: The City's expenditures related to Measure M2 Senior Mobility Program were tracked in the general ledger by fund, and program number. The City recorded its Senior Mobility Program expenditures in its General Fund (101), and various program numbers. The City reported \$95,203 in program expenditures on the Expenditure Report (Schedule 2, line 21 for Project U) which agreed to the M2 funded portion of total expenditures, excluding the match funds. No exceptions were found as a result of this procedure.

(Continued)

3. Obtain a listing of Measure M2 Senior Mobility Program payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Senior Mobility Program as of June 30, 2020, agree to the balance as listed on the Eligible Jurisdictions' Expenditure Report (Schedule 1, line 24) and determine whether funds were expended within three years of receipt. For payments received during the fiscal year ended June 30, 2020, agree to the amount listed as received on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 for Project U). Explain any differences.

Findings: The City received \$278,062 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We compared the fund balance of \$0 from the general ledger detail to the fund balance reported in the City's Expenditure Report (Schedule 1, line 24) of \$0; no difference was identified. We determined funds were expended within three years of receipt. We agreed payments received from OCLTA totaling \$95,203 during the fiscal year ended June 30, 2020, to the general ledger detail and to the amount listed as received on the City's Expenditure Report (Schedule 2, line 8 for Project U) without exception. No exceptions were identified as a result of this procedure.

4. Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: Based on the Expenditure Report (Schedule 2, line 8 – Project U), the City reported \$0 in interest revenue. Per discussion with the City's accounting personnel and inspection of the general ledger expenditure detail, no interest revenues were identified as Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We inspected the interest allocation methodology. The City of Costa Mesa methodology for interest calculation was to calculate the average monthly cash balance to determine if interest should be allocated to the program monthly for the fiscal year ended June 30, 2020. Given that the City had monthly negative cash balances for the entire fiscal year 20, no interest was allocated for the SMP for fiscal year 20. Additionally, we inquired of City personnel regarding fare collection methodologies. The City did not charge fare for senior transportation services during the year. No exceptions were found as a result of this procedure.

5. Determine that the Eligible Jurisdiction satisfied the requirement of twenty percent (20%) matching of the total annual formula allocation (i.e., accrual-basis funding allocation) for the fiscal year ended June 30, 2020.

Findings: We received the City's general ledger detail of matching expenditures, scanned for the types and sources of matching and agreed to supporting documentation, such as invoices, to determine whether the match amounts were justifiable and acceptable under the Ordinance. The total match expenditures amounted to \$24,296 which was approximately 20% of the total expenditures of \$119,499 (M2 funded portion of \$95,203 and City's matching portion of \$24,296) which agreed to the City's general ledger detail of the M2 total expenditures. No exceptions were found as a result of this procedure.

6. Select a sample of Measure M2 Senior Mobility Program expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine whether the expenditures selected in (a) above were exclusively for Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative Agreement.

(Continued)

Findings: We selected 25 Measure M2 Senior Mobility Program expenditures for inspection totaling \$69,522 representing approximately 73% of total Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for the Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/ Disabled Program Funding Policy Guidelines and the cooperative agreement. No exceptions were found as a result of this procedure.

7. Inquire as to the procedures used by the Eligible Jurisdictions to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

Findings: We inquired of management as to the procedures used to ensure services are provided only to eligible participants. Any person who wants to join the Senior Transportation Program must fill out an application and provide a copy of their driver's license or Department of Motor Vehicles issued identification card for age verification. The City then verifies that the applicant is a resident of City of Costa Mesa, and 60 years of age or older in accordance with Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. The City also maintains a copy of each application and the forms of verification on file. No exceptions were found as a result of this procedure.

8. Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 in administrative costs. Per discussion with the City's accounting personnel and inspection of the general ledger expenditure detail, no administrative costs were identified as Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. For Contractors procured prior to June 1, 2020, determine whether that the Contractor was selected using a competitive procurement process; and
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on interview with City personnel, the City contracted with Keolis Transit Services, LLC to provide senior transportation services under the Senior Mobility Program. From inspecting the Keolis Transit Services, LLC procurement document, we found that the contractor was selected using a competitive procurement process. In addition, per inspection of the original contract, we found the language requiring that wheelchair accessible vehicles be made available and used as needed was included, as required. No exceptions were found as a result of this procedure.

10. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Inspect the insurance coverage to ensure the terms satisfied the requirements established in the Cooperative Agreement; and
 - b. Determine whether the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.

Findings: We obtained and inspected the insurance coverage for the contractor, and determined that the requirements established in the Cooperative Agreement were met. Additionally, the current year proof of insurance for the City's contractor was submitted and on file with OCLTA. No exceptions were found as a result of this procedure.

(Continued)

11. Obtain and sample four monthly summary operations reports and determine whether the reports were properly prepared and submitted by the last day of the following month.

Findings: We sampled four monthly summary reports (November 2019, December 2019, February 2020, and June 2020). Through inspection, we determined all four reports were timely submitted within 30 days of the following month end. OCLTA staff confirmed that reports were received on the following dates:

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
November 2019	December 31, 2019	December 31, 2019	-
December 2019	January 31, 2020	January 31, 2020	-
February 2020	March 31, 2020	March 31, 2020	-
June 2020	July 31, 2020	July 29, 2020	-

No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.


Crowe LLP

Costa Mesa, California
March 15, 2021

CITY OF COSTA MESA, CALIFORNIA
 SCHEDULE OF MEASURE M2 SENIOR MOBILITY PROGRAM EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Measure M2 Senior Mobility Program Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ -
Other Senior Mobility Project U	<u>95,203</u>
 Total Measure M2 Senior Mobility Program Expenditures	 <u><u>\$ 95,203</u></u>

Note: The above amounts were taken directly from the financial records of the City of Costa Mesa and were not audited.



INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES
CITY OF CYPRESS

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Cypress' (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain and read the Cooperative Agreement for the Senior Mobility Program between OCLTA and the Eligible Jurisdiction and determine that the agreement was properly approved and executed.

Findings: No exceptions were found as a result of this procedure.

2. Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.

Findings: The City's expenditures related to Measure M2 Senior Mobility Program were tracked in the general ledger by fund, and account number. The City recorded its Senior Mobility Program expenditures in its General Fund (212), and various account numbers. The City reported \$31,763 in program expenditures on the Expenditure Report (Schedule 2, line 21 for Project U) which agreed to the M2 funded portion of total expenditures, excluding the match funds. No exceptions were found as a result of this procedure.

(Continued)

3. Obtain a listing of Measure M2 Senior Mobility Program payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Senior Mobility Program as of June 30, 2020, agree to the balance as listed on the Eligible Jurisdictions' Expenditure Report (Schedule 1, line 24) and determine whether funds were expended within three years of receipt. For payments received during the fiscal year ended June 30, 2020, agree to the amount listed as received on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 for Project U). Explain any differences.

Findings: The City received \$165,191 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We compared the fund balance of \$79,671 from the general ledger detail to the fund balance reported in the City's Expenditure Report (Schedule 1, line 24) of \$79,671; no difference was identified. We determined funds were expended within three years of receipt. We agreed payments received from OCLTA totaling \$57,890 during the fiscal year ended June 30, 2020, to the general ledger detail and to the amount listed as received on the City's Expenditure Report (Schedule 2, line 8 for Project U) without exception. No exceptions were identified as a result of this procedure.

4. Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: We obtained and inspected the City's interest allocation methodology. We identified interest income of \$1,322, which was calculated by multiplying the SMP average monthly cash balance of \$69,030 and the Measure M2 Fund interest rate of 1.92%. The City reported \$1,322 of interest income for the year ended June 30, 2019 which agreed to the City's Expenditure Report (Schedule 2, Line 8 for Project U). Additionally, we inquired of City personnel regarding fare collection methodologies. The City did not charge fares for senior transportation services during the year. No exceptions were found as a result of this procedure.

5. Determine that the Eligible Jurisdiction satisfied the requirement of twenty percent (20%) matching of the total annual formula allocation (i.e., accrual-basis funding allocation) for the fiscal year ended June 30, 2020.

Findings: We received the City's general ledger detail of matching expenditures, scanned for the types and sources of matching funds and agreed to supporting documentation, such as invoices, to determine whether the match amounts were justifiable and acceptable under the Ordinance. The total match expenditures amounted to \$7,941 which was approximately 20% of the total expenditures of \$39,704 (M2 funded portion of \$31,763 and City's matching portion of \$7,941) which agreed to the City's general ledger detail of the M2 total expenditures. No exceptions were found as a result of this procedure.

6. Select a sample of Measure M2 Senior Mobility Program expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine whether the expenditures selected in (a) above were exclusively for Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative Agreement.

(Continued)

Findings: We selected 20 Measure M2 Senior Mobility Program expenditures for inspection totaling \$23,881 representing approximately 75% of total Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for the Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/ Disabled Program Funding Policy Guidelines and the cooperative agreement. No exceptions were found as a result of this procedure.

7. Inquire as to the procedures used by the Eligible Jurisdictions to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

Findings: We inquired of management as to the procedures used to ensure services are provided only to eligible participants. Any person who wants to join the Senior Transportation Program must fill out an application and provide a copy of their driver's license or Department of Motor Vehicles issued identification card for age verification. The City then verifies that the applicant is a resident of City of Cypress and does not exceed a monthly income cutoff, as specified in the City's service plan and is 60 years of age or older in accordance with Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. The City also maintains a copy of each application and the forms of verification on file. No exceptions were found as a result of this procedure.

8. Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 in administrative costs. Per discussion with the City's accounting personnel and inspection of the general ledger expenditure detail, no administrative costs were identified as Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. For Contractors procured prior to June 1, 2020, determine whether that the Contractor was selected using a competitive procurement process; and
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on interview with City personnel, the City contracted with Yellow Cab to provide senior transportation services under the Senior Mobility Program. From inspecting the Yellow Cab procurement document, we found that the contractor was selected using a competitive procurement process. In addition, per inspection of the original contract, we found the language requiring that wheelchair accessible vehicles be made available and used as needed was included, as required. No exceptions were found as a result of this procedure.

10. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Inspect the insurance coverage to ensure the terms satisfied the requirements established in the Cooperative Agreement; and
 - b. Determine whether the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.

Findings: We obtained and inspected the insurance coverage for the contractor, and determined that the requirements established in the cooperative agreement were met. Additionally, the current year proof of insurance for the City's contractor was submitted and on file with OCLTA. No exceptions were found as a result of this procedure.

(Continued)

11. Obtain and sample four monthly summary operations reports and determine whether the reports were properly prepared and submitted by the last day of the following month.

Findings: We sampled four monthly summary reports (November 2019, December 2019, February 2020, and June 2020). Through inspection, we determined all four reports were timely submitted within 30 days of the following month end. OCLTA staff confirmed that reports were received on the following dates:

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
November 2019	December 31, 2019	December 18, 2019	-
December 2019	January 31, 2020	January 30, 2020	-
February 2020	March 31, 2020	March 19, 2020	-
June 2020	July 31, 2020	July 30, 2020	-

No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.



Crowe LLP

Costa Mesa, California
March 12, 2021

CITY OF CYPRESS, CALIFORNIA
 SCHEDULE OF MEASURE M2 SENIOR MOBILITY PROGRAM EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Measure M2 Senior Mobility Program Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ -
Other Senior Mobility Project U	<u>31,763</u>
 Total Measure M2 Senior Mobility Program Expenditures	 <u><u>\$ 31,763</u></u>

Note: The above amounts were taken directly from the financial records of the City of Cypress and were not audited.



INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES
CITY OF LAGUNA HILLS

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Laguna Hills' (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain and read the Cooperative Agreement for the Senior Mobility Program between OCLTA and the Eligible Jurisdiction and determine that the agreement was properly approved and executed.

Findings: No exceptions were found as a result of this procedure.

2. Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.

Findings: The City's expenditures related to Measure M2 Senior Mobility Program were tracked in the general ledger by fund, and object code. The City recorded its Senior Mobility Program expenditures in its General Fund (100), and Senior Mobility Program Fund (221), and various object codes. The City reported total SMP expenditures of \$36,754 on its Expenditure Report (Schedule 2, line 21 for Project U) for fiscal year 2020. The actual total SMP expenditures per the general ledger detail was \$40,429, a variance of \$3,675. The variance was due to the City's failure to include 10 percent in administrative charges assessed to the program. No other exceptions were found as a result of the procedure.

(Continued)

3. Obtain a listing of Measure M2 Senior Mobility Program payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Senior Mobility Program as of June 30, 2020, agree to the balance as listed on the Eligible Jurisdictions' Expenditure Report (Schedule 1, line 24) and determine whether funds were expended within three years of receipt. For payments received during the fiscal year ended June 30, 2020, agree to the amount listed as received on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 for Project U). Explain any differences.

Findings: The City received \$112,259 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We compared the fund balance of \$66,393 from the general ledger detail to the fund balance reported in the City's Expenditure Report (Schedule 1, line 24) of \$66,393; no difference was identified. We determined funds were expended within three years of receipt. We agreed payments received from OCLTA totaling \$38,126 during the fiscal year ended June 30, 2020, to the general ledger detail and to the amount listed as received on the City's Expenditure Report (Schedule 2, line 8 for Project U) without exception. No exceptions were identified as a result of this procedure.

4. Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: We obtained and inspected the City's interest allocation methodology. We identified interest income of \$1,869, which was calculated by multiplying the SMP average monthly cash balance of \$80,526 and the Measure M2 Fund interest rate of 2.32%. The City reported \$1,869 of interest income for the year ended June 30, 2019 which agreed to the City's Expenditure Report (Schedule 2, Line 8 for Project U). Additionally, we inquired of City personnel regarding fare collection methodologies. The City did not charge fares for senior transportation services during the year. No exceptions were found as a result of this procedure.

5. Determine that the Eligible Jurisdiction satisfied the requirement of twenty percent (20%) matching of the total annual formula allocation (i.e., accrual-basis funding allocation) for the fiscal year ended June 30, 2020.

Findings: We received the City's general ledger detail of matching expenditures, scanned for the types and sources of matching and agreed to supporting documentation, such as invoices, to determine whether the match amounts were justifiable and acceptable under the Ordinance. The total match expenditures amounted to \$10,107 which was approximately 20% of the total expenditures of \$50,536 (M2 funded portion of \$40,429 and City's matching portion of \$10,107) which agreed to the City's general ledger detail of the M2 total expenditures. No exceptions were found as a result of this procedure.

6. Select a sample of Measure M2 Senior Mobility Program expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine whether the expenditures selected in (a) above were exclusively for Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative Agreement.

Findings: We selected nine Measure M2 Senior Mobility Program expenditures for inspection totaling \$33,763 representing approximately 84% of total Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for the Senior Mobility Program and met

(Continued)

the requirements outlined in the Measure M2 Project U Senior/ Disabled Program Funding Policy Guidelines and the cooperative agreement. No exceptions were found as a result of this procedure.

7. Inquire as to the procedures used by the Eligible Jurisdictions to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

Findings: We inquired of management as to the procedures used to ensure services are provided only to eligible participants. Any person who wants to join the Senior Transportation Program must fill out an application and provide a copy of their driver's license or Department of Motor Vehicles issued identification card for age verification. The City then verifies that the applicant is a resident of City of Laguna Hills, and 60 years of age or older in accordance with Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. The City also maintains a copy of each application and the forms of verification on file. No exceptions were found as a result of this procedure.

8. Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines

Findings: Based on the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines, administrative (non-direct) costs up to 10 percent of total expenditures (or specifically \$1,682 for FY20) are allowed and considered eligible program expenses. However, the City charged a total of \$33,721 in indirect and administrative costs to the Measure M2 Senior Mobility Program. The City utilized a fee study report to allocate overhead charges to labor rates for direct labor charged to the program. In addition, the City assessed 10 percent of total program expenditures. As a result, the City exceeded the threshold by \$32,029.

9. Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. For Contractors procured prior to June 1, 2020, determine whether that the Contractor was selected using a competitive procurement process; and
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on interview with City personnel, the City contracted with Yellow Cab to provide senior transportation services under the Senior Mobility Program. From inspecting the Yellow Cab procurement document, we found that the contractor was selected using a competitive procurement process. In addition, per inspection of the original contract, we found the language requiring that wheelchair accessible vehicles be made available and used as needed was included, as required. No exceptions were found as a result of this procedure.

10. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Inspect the insurance coverage to ensure the terms satisfied the requirements established in the Cooperative Agreement; and
 - b. Determine whether the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.

Findings: We obtained and inspected the insurance coverage for the contractor, and determined that the requirements established in the Cooperative Agreement were met. Additionally, the current year proof of insurance for the City's contractor was submitted and on file with OCLTA. No exceptions were found as a result of this procedure.

(Continued)

11. Obtain and sample four monthly summary operations reports and determine whether the reports were properly prepared and submitted by the last day of the following month.

Findings: We sampled four monthly summary reports (November 2019, December 2019, February 2020, and June 2020).

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
November 2019	December 31, 2019	December 12, 2019	-
December 2019	January 31, 2020	January 9, 2020	-
February 2020	March 31, 2020	April 6, 2020	6
June 2020	July 31, 2020	July 22, 2020	-

Through inspection, we determined that one of the four reports was not submitted within 30 days of month end to OCLTA. No other exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.


Crowe LLP

Costa Mesa, California
March 15, 2021

CITY OF LAGUNA HILLS, CALIFORNIA
 SCHEDULE OF MEASURE M2 SENIOR MOBILITY PROGRAM EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Measure M2 Senior Mobility Program Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ 33,721
Other Senior Mobility Project U	<u>6,708</u>
 Total Measure M2 Senior Mobility Program Expenditures	 <u><u>\$ 40,429</u></u>

Note: The above amounts were taken directly from the financial records of the City of Laguna Hills and were not audited.



Exhibit 1

CITY OF LAGUNA HILLS

March 12, 2021

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Senior Mobility program for the City of Laguna Hills as of and for the fiscal year ended June 30, 2020.

Procedure #2

Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.

Findings: The City's expenditures related to Measure M2 Senior Mobility Program were tracked in the general ledger by fund, and object code. The City recorded its Senior Mobility Program expenditures in its General Fund (100), and Senior Mobility Program Fund (221), and various object codes. The City reported total SMP expenditures of \$36,754 on its Expenditure Report (Schedule 2, line 21 for Project U) for fiscal year 2020. The actual total SMP expenditures per the general ledger detail was \$40,429, a variance of \$3,675. The variance was due to the City's failure to include 10 percent in administrative charges assessed to the program. No other exceptions were found as a result of the procedure.

City's Response:

The City agrees with the Finding and is in the process of revising its M2 Expenditure Report accordingly for the fiscal year ended June 30, 2020. The revised Expenditure Report will be resubmitted to OCTA.

Procedure #8

Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines

Findings: Based on the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines, administrative (non-direct) costs up to 10 percent of total expenditures (or specifically \$1,682 for FY20) are allowed and considered eligible program expenses. However, the City charged a total of \$33,721 in indirect and administrative costs to the Measure M2 Senior Mobility Program. The City utilized a fee study report to allocate overhead charges to labor rates for direct labor charged to the program. In addition, the City assessed 10 percent of total program expenditures. As a result, the City exceeded the threshold by \$32,029.

City's Response:

The City agrees with the Finding. Consequently, the City will restore the overage of \$32,029 to the SMP program and a revised M2 Expenditure Report for the fiscal year ended June 30, 2020, will be resubmitted to OCTA accordingly.

Procedure #11

Obtain and sample four monthly summary operations reports, and determine whether the reports were properly prepared and submitted by the last day of the following month.

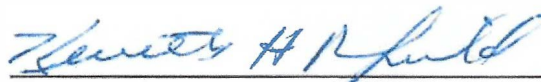
Findings: We sampled four monthly summary reports (November 2019, December 2019, February 2020, and June 2020).

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
November 2019	December 31, 2019	December 12, 2019	-
December 2019	January 31, 2020	January 9, 2020	-
February 2020	March 31, 2020	April 6, 2020	6
June 2020	July 31, 2020	July 22, 2020	-

Through inspection, we determined that one of the four reports was not submitted within 30 days of month end to OCTA. No other exceptions were found as a result of this procedure.

City's Response:

The City agrees with these findings. The untimely filing of the April monthly summary report was affected by the local emergency that was declared due to the COVID-19 health crisis.



Kenneth H. Rosenfield
Interim City Manager



David Reynolds
Deputy City Manager/Community Services Director



Janice Reyes
Finance Director



INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES
CITY OF PLACENTIA

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Placentia's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain and read the Cooperative Agreement for the Senior Mobility Program between OCLTA and the Eligible Jurisdiction and determine that the agreement was properly approved and executed.

Findings: No exceptions were found as a result of this procedure.

2. Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.

Findings: The City's expenditures related to Measure M2 Senior Mobility Program were tracked in the general ledger by fund, and object code. The City recorded its Senior Mobility Program expenditures in its Measure M Fund (210), and various object codes. The City reported \$32,511 in the program expenditures on the Expenditure Report (Schedule 2, line 21 for Project U) which agreed to the M2 funded portion of total expenditures, excluding the match funds. No exceptions were found as a result of this procedure.

(Continued)

3. Obtain a listing of Measure M2 Senior Mobility Program payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Senior Mobility Program as of June 30, 2020, agree to the balance as listed on the Eligible Jurisdictions' Expenditure Report (Schedule 1, line 24) and determine whether funds were expended within three years of receipt. For payments received during the fiscal year ended June 30, 2020, agree to the amount listed as received on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 for Project U). Explain any differences.

Findings: The City received \$764,874 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We compared the fund balance of \$61,577 from the general ledger detail to the fund balance reported in the City's Expenditure Report (Schedule 1, line 24) of \$61,577; no difference was identified. We determined funds were expended within three years of receipt. We agreed payments received from OCLTA totaling \$59,016 during the fiscal year ended June 30, 2020, to the general ledger detail and to the amount listed as received on the City's Expenditure Report (Schedule 2, line 8 for Project U) without exception. No exceptions were identified as a result of this procedure.

4. Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: Based on the Expenditure Report (Schedule 2, line 8 – Project U), the City reported \$0 in interest revenue. Per inspection of the City's general ledger, we identified that Fund 110, General Fund included cash balances for various Measure M programs such as Measure M2 (Local Fair Share), and Senior Mobility Program. The City calculated interest earnings on a monthly basis using the ending cash balance of Measure M funds, but did not allocate or report interest to the Senior Mobility Program as required. The City should have allocated and reported interest of \$61,577 to the Senior Mobility Program. We inquired of City personnel regarding fare collection methodologies. The City did not charge fares for senior transportation services during the year, but monetary donations were accepted and credited to the program. No other exceptions were found as a result of this procedure.

5. Determine that the Eligible Jurisdiction satisfied the requirement of twenty percent (20%) matching of the total annual formula allocation (i.e., accrual-basis funding allocation) for the fiscal year ended June 30, 2020.

Findings: We received the City's general ledger detail of matching expenditures, scanned for the types and sources of matching and agreed to supporting documentation, such as invoices, to determine whether the match amounts were justifiable and acceptable under the ordinance. The total match expenditures amounted to \$8,128 which was approximately 20% of the total expenditures of \$40,639 (M2 funded portion of \$32,511 and City's matching portion of \$8,128) which agreed to the City's general ledger detail of the M2 total expenditures. No exceptions were found as a result of this procedure.

6. Select a sample of Measure M2 Senior Mobility Program expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine whether the expenditures selected in (a) above were exclusively for Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative Agreement.

(Continued)

Findings: We selected seven Measure M2 Senior Mobility Program expenditures for inspection totaling \$24,582 representing approximately 76% of total Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for the Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/ Disabled Program Funding Policy Guidelines and the cooperative agreement. No exceptions were found as a result of this procedure.

7. Inquire as to the procedures used by the Eligible Jurisdictions to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

Findings: We inquired of management as to the procedures used to ensure services are provided only to eligible participants. Any person who wants to join the Senior Transportation Program must fill out an application and provide a copy of their driver's license or Department of Motor Vehicles issued identification card for age verification. The City then verifies that the applicant is a resident of City of Placentia, and 60 years of age or older in accordance with Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. The City also maintains a copy of each application and the forms of verification on file. No exceptions were found as a result of this procedure.

8. Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$0 in administrative costs. Per discussion with the City's accounting personnel and inspection of the general ledger expenditure detail, no administrative costs were identified as Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. No exceptions were found as a result of this procedure.

9. Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. For Contractors procured prior to June 1, 2020, determine whether that the Contractor was selected using a competitive procurement process; and
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on interview with City personnel, the City contracted with Keolis Transit Services, LLC to provide senior transportation services under the Senior Mobility Program. From inspecting the Keolis Transit Services, LLC procurement document, we found that the contractor was selected using a competitive procurement process. In addition, per inspection of the original contract, we found the language requiring that wheelchair accessible vehicles be made available and used as needed was included, as required. No exceptions were found as a result of this procedure.

10. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Inspect the insurance coverage to ensure the terms satisfied the requirements established in the Cooperative Agreement; and
 - b. Determine whether the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.

Findings: We obtained and inspected the insurance coverage for the contractor, and determined that the requirements established in the Cooperative Agreement were met. Additionally, the current year proof of insurance for the City's contractor was submitted and on file with OCLTA. No exceptions were found as a result of this procedure.

(Continued)

11. Obtain and sample four monthly summary operations reports and determine whether the reports were properly prepared and submitted by the last day of the following month.

Findings: We sampled four monthly summary reports (November 2019, December 2019, February 2020, and June 2020). Through inspection, we determined all four reports were timely submitted within 30 days of the following month end. OCLTA staff confirmed that reports were received on the following dates:

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
November 2019	December 31, 2019	December 19, 2019	-
December 2019	January 31, 2020	January 30, 2020	-
February 2020	March 31, 2020	March 31, 2020	-
June 2020	July 31, 2020	July 30, 2020	-

No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.


Crowe LLP

Costa Mesa, California
March 11, 2021

CITY OF PLACENTIA, CALIFORNIA
 SCHEDULE OF MEASURE M2 SENIOR MOBILITY PROGRAM EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Measure M2 Senior Mobility Program Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ -
Other Senior Mobility Project U	<u>32,511</u>
 Total Measure M2 Senior Mobility Program Expenditures	 <u><u>\$ 32,511</u></u>

Note: The above amounts were taken directly from the financial records of the City of Placentia and were not audited.

Exhibit 1

Mayor
CRAIG S. GREEN

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
RHONDA SHADER
WARD L. SMITH
JEREMY B. YAMAGUCHI

The People are the City



City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

March 11, 2021

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Senior Mobility program for the City of Placentia as of and for the fiscal year ended June 30, 2020.

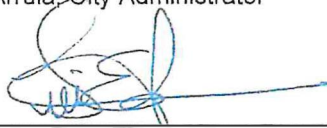
Procedure #4

Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: Based on the Expenditure Report (Schedule 2, line 8 – Project U), the City reported \$0 in interest revenue. Per inspection of the City's general ledger, we identified that Fund 110, General Fund included cash balances for various Measure M programs such as Measure M2 (Local Fair Share), and Senior Mobility Program. The City calculated interest earnings on a monthly basis using the ending cash balance of Measure M funds, but did not allocate or report interest to the Senior Mobility Program as required. The City should have allocated and reported interest of \$1,174 to the Senior Mobility Program. We inquired of City personnel regarding fare collection methodologies. The City did not charge fares for senior transportation services during the year, but monetary donations were accepted and credited to the program. No other exceptions were found as a result of this procedure.

City's Response: The city agrees that interest was not allocated to the Senior Mobility Program. The city will restore and allocate back the interest that should have been allocated.


Damien Arrula, City Administrator


Luis Estevez, Deputy City Administrator


Jessica Brown, Finance Director



INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES
CITY OF STANTON

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the City of Stanton's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the City compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain and read the Cooperative Agreement for the Senior Mobility Program between OCLTA and the Eligible Jurisdiction and determine that the agreement was properly approved and executed.

Findings: No exceptions were found as a result of this procedure.

2. Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.

Findings: The City's expenditures related to Measure M2 Senior Mobility Program were tracked in the general ledger by fund, and account number. The City recorded its Senior Mobility Program expenditures in its Senior Transportation Fund (251), and various account numbers. The City reported \$15,178 in program expenditures on the Expenditure Report (Schedule 2, line 21 for Project U) which agreed to the M2 funded portion of total expenditures, excluding the match funds. No exceptions were found as a result of this procedure.

(Continued)

3. Obtain a listing of Measure M2 Senior Mobility Program payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Senior Mobility Program as of June 30, 2020, agree to the balance as listed on the Eligible Jurisdictions' Expenditure Report (Schedule 1, line 24) and determine whether funds were expended within three years of receipt. For payments received during the fiscal year ended June 30, 2020, agree to the amount listed as received on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 for Project U). Explain any differences.

Findings: The City received \$102,706 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We compared the fund balance of \$37,002 from the general ledger detail to the fund balance reported in the City's Expenditure Report (Schedule 1, line 24) of \$37,002; no difference was identified. We determined funds were expended within three years of receipt. We agreed payments received from OCLTA totaling \$46,113 during the fiscal year ended June 30, 2020, to the general ledger detail and to the amount listed as received on the City's Expenditure Report (Schedule 2, line 8 for Project U) without exception. No exceptions were identified as a result of this procedure.

4. Determine if the Eligible Jurisdiction's interest allocation and fare collection methodologies are adequate to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.

Findings: Based on the Expenditure Report (Schedule 2, line 8 – Project U), the City reported \$0 in interest revenue. Per discussion with the City's accounting personnel and inspection of the general ledger expenditure detail, no interest revenues were identified as Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We inspected the interest allocation methodology. The City of Stanton methodology for interest calculation was to calculate the average cash balance for the entire FY to determine if interest should be allocated to the program for the fiscal year ended June 30, 2020. Given that the City had an average cash balance of the program was (\$2,064), no interest was allocated for the SMP for fiscal year 20. Additionally, we inquired of City personnel regarding fare collection methodologies. The City did not charge fares for senior transportation services during the year. No exceptions were found as a result of this procedure.

5. Determine that the Eligible Jurisdiction satisfied the requirement of twenty percent (20%) matching of the total annual formula allocation (i.e., accrual-basis funding allocation) for the fiscal year ended June 30, 2020.

Findings: We received the City's general ledger detail of matching expenditure, scanned for the types and sources of matching and agreed to supporting documentation, such as invoice, to determine whether the match amounts were justifiable and acceptable under the ordinance. The total match expenditures amounted to \$6,563 which was approximately 30% of the total expenditures of \$21,741 (M2 funded portion of \$15,178 and City's matching portion of \$6,563) which agreed to the City's general ledger detail of the M2 total expenditures. No exceptions were found as a result of this procedure.

6. Select a sample of Measure M2 Senior Mobility Program expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine whether the expenditures selected in (a) above were exclusively for Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative Agreement.

(Continued)

Findings: We selected 12 Measure M2 Senior Mobility Program expenditures for inspection totaling \$11,401 representing approximately 75% of total Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for Senior Mobility Program and met the requirements outlined in the Measure M2 Project U Senior/ Disabled Program Funding Policy Guidelines and the cooperative agreement. No exceptions were found as a result of this procedure.

7. Inquire as to the procedures used by the Eligible Jurisdictions to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

Findings: We inquired of management as to the procedures used to ensure services are provided only to eligible participants. Any person who wants to join the Senior Transportation Program must fill out an application and provide a copy of their driver's license or Department of Motor Vehicles issued identification card for age verification. The City then verifies that the applicant is a resident of City of Stanton, and 60 years of age or older in accordance with Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. The City also maintains a copy of each application and the forms of verification on file. No exceptions were found as a result of this procedure.

8. Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines

Findings: Based on the Expenditure Report (Schedule 3, line 1), the City reported \$1,976 in administrative costs. Per discussion with the City's accounting personnel and inspection of the general ledger expenditure detail, administrative costs of \$1,976 were identified as Measure M2 Senior Mobility Program expenditures for the fiscal year ended June 30, 2020. We calculated and noted that the percentage of the administrative costs were 9.1% of the total M2 expenditure of \$21,741 (M2 funded portion of \$15,178 and City's matching portion of \$6,563) which did not exceed 10%, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines. No exceptions were found as a result of this procedure.

9. Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. For Contractors procured prior to June 1, 2020, determine whether that the Contractor was selected using a competitive procurement process; and
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on interview with City personnel and inspection of general ledger detail of expenditures, the City did not contract with a third-party provider to provide senior transportation services under the Senior Mobility Program. As a result, we did not perform the procedures listed above.

10. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Inspect the insurance coverage to ensure the terms satisfied the requirements established in the Cooperative Agreement; and
 - b. Determine whether the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.

Findings: We obtained and inspected the insurance coverage for the City of Stanton that used in-house staff to provide services for the Senior Mobility Program, and determined that the requirements established in the Cooperative Agreement were met. Additionally, the current year proof of insurance for the City was submitted and on file with OCLTA. No exceptions were found as a result of this procedure.

(Continued)

11. Obtain and sample four monthly summary operations reports and determine whether the reports were properly prepared and submitted by the last day of the following month.

Findings: We sampled four monthly summary reports (November 2019, December 2019, February 2020, and June 2020). Through inspection, we determined all four reports were timely submitted within 30 days of the following month end. OCLTA staff confirmed that reports were received on the following dates:

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
November 2019	December 31, 2019	December 12, 2019	-
December 2019	January 31, 2020	January 21, 2020	-
February 2020	March 31, 2020	March 17, 2020	-
June 2020	July 31, 2020	July 20, 2020	-

No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.


Crowe LLP

Costa Mesa, California
March 11, 2021

CITY OF STANTON, CALIFORNIA
 SCHEDULE OF MEASURE M2 SENIOR MOBILITY PROGRAM EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Measure M2 Senior Mobility Program Expenditures:	
Indirect and/ or Overhead - Schedule 3, line 1	\$ 1,976
Other Senior Mobility Project U	<u>13,202</u>
 Total Measure M2 Senior Mobility Program Expenditures	 <u><u>\$ 15,178</u></u>

Note: The above amounts were taken directly from the financial records of the City of Stanton and were not audited.

**ORANGE COUNTY LOCAL
TRANSPORTATION AUTHORITY**

**MEASURE M2 SENIOR NON-EMERGENCY
MEDICAL TRANSPORTATION PROGRAM**

AGREED-UPON PROCEDURES REPORT

Year Ended June 30, 2020

**ORANGE COUNTY LOCAL
TRANSPORTATION AUTHORITY**

**MEASURE M2 SENIOR NON-EMERGENCY
MEDICAL TRANSPORTATION PROGRAM**

AGREED-UPON PROCEDURES REPORT

Year Ended June 30, 2020

The County of Orange was selected by the Audit Subcommittee of the Taxpayers Oversight Committee to perform agreed-upon procedures for the fiscal year ended June 30, 2020.



INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES
COUNTY OF ORANGE

Board of Directors
Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority
Orange, California

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), related to the County of Orange's (County) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2020. The County's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the County compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2020. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain and read the Cooperative Agreement between OCLTA and the County of Orange and determine that the agreement was properly approved and executed.

Findings: No exceptions were found as a result of this procedure.

2. Describe which funds the County used to track expenditures relating to Senior Non-Emergency Medical Transportation Program (SNEMT) monies in its general ledger and the amount spent during the fiscal year ended June 30, 2020. Agree the amount listed as expended on schedule 2 of expenditure report. Explain any differences.

Findings: The County's expenditures relating to the Measure M2 Senior Non-Emergency Medical Transportation Program were tracked in the general ledger by fund, and account. The County recorded its SNEMT expenditures in its General Fund (100) and various accounts. The County reported \$2,773,820 in program expenditures on the Expenditure Report (Schedule 2, Line 21 for Project U) which agreed to the M2-funded portion of total expenditures, excluding the match funds. No exceptions were found as a result of this procedure.

(Continued)

3. Obtain a listing of Measure M2 SNEMT payments made from OCLTA to the County and calculate the amount the County has received for the past three fiscal years. Obtain the cash balance of the County's SNEMT funds as of June 30, 2020 and determine whether funds are expended within three years of receipt. For payments received during the fiscal year ended June 30, 2020, agree to the amount listed as received on schedule 2 of the County's Expenditure Report. Explain any differences.

Findings: The County received \$9,016,941 for the past three fiscal years ended June 30, 2018, 2019 and 2020. We compared the fund balance of \$967,112 from the general ledger detail to the fund balance reported in the County's Expenditure Report (Schedule 1, line 24) of \$967,112; no difference was identified. We determined funds were expended within three years of receipt. We agreed payments received from OCLTA totaling \$3,303,196 during the fiscal year ended June 30, 2020, to the general ledger detail and to the amount listed as received on the County's Expenditure Report (Schedule 2, line 8 for Project U) without exception. No exceptions were identified as a result of this procedure.

4. Determine if the County's interest allocation methodology is adequate to ensure the proper amount of interest was credited to the Measure M2 SNEMT fund.

Findings: We obtained the County's interest allocation methodology. We identified interest income of \$19,117, which was calculated by multiplying the SNEMT average monthly cash balance of \$1,016,885 and the Measure M2 Fund average monthly interest rate of 1.88%. The County reported \$19,117 of interest income for the year ended June 30, 2020 which agreed to the County's Expenditure Report (Schedule 2, Line 8 for Project U). We inspected the interest allocation methodology. No exceptions were found as a result of this procedure.

5. Determine the amount of Tobacco Settlement funds required to be funded by the County for the fiscal year ending June 30, 2020 (e.g. obtain from OCLTA the percentage requirement and apply to the annual state allocation of Tobacco Settlement funds for the year under review).

Findings: Crowe obtained the percentage requirement of 5.27% from OCLTA and applied to the annual state allocation of \$29,606,734 of Tobacco Settlement funds for the year under review. Crowe determined the amount of Tobacco Settlement funds required to be funded by the County for the fiscal year ending June 30, 2020 was \$1,560,275. No exceptions were found as a result of this procedure.

6. Determine that the County funded the required annual amount of Tobacco Settlement funds on the SNEMT program and select a sample from the general ledger to determine whether the expenditures are related to the SNEMT program.

Findings: Crowe determined the County funded \$1,665,887 of Tobacco Settlement funds to the SNEMT program which exceeded the required annual amount to be funded of \$1,560,275. We inspected Measure M2 SNEMT expenditures funded by Tobacco Settlement funds totaling \$1,099,260 representing 75% of total expenditures funded by Tobacco Settlement for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for SNEMT and met the requirements. No exceptions were found as a result of this procedure.

7. Select a sample of Measure M2 SNEMT expenditures from the County's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation; and
 - b. Determine whether the expenditures selected in (a) above are exclusively for the SNEMT program and met the requirements outlined in the Measure M2 Project U Senior/Disabled Program Funding Policy guidelines and the cooperative agreement.

(Continued)

Findings: We inspected M2 SNEMT expenditures totaling \$2,501,341, representing 91% of total direct Measure M2 SNEMT expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for SNEMT and met the requirements outlined in the Measure M2 Project Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement C-1-2583 between the Orange County Transportation Authority and County of Orange for Senior Non-Emergency Medical Transportation Program (cooperative agreement). No exceptions were found as a result of this procedure.

8. Inquire as to the procedures used by the County to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

Findings: We inquired of management as to the procedures used to ensure services are provided only to eligible participants. Any person who wants to join the SNEMT program must fill out an application and provide a copy of their driver's license or Department of Motor Vehicles issued identification card for age verification. The County then verifies that the applicant is a resident of County of Orange, and 60 years of age or older in accordance with the Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. No exceptions were found as a result of this procedure.

9. Identify whether or not indirect costs were charged as Measure M2 SNEMT expenditures. If applicable, compare indirect costs identified to the amount reported on the County's Expenditure Report. Explain any differences. If applicable, select a sample of charges. Describe the dollar amount inspected, and percentage of dollar amount inspected over total indirect costs. Inspect the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

Findings: Per discussions with the County's accounting personnel and inspection of the general ledger expenditure detail, \$16,678 of indirect costs were identified as Measure M2 SNEMT expenditures for the fiscal year ended June 30, 2020. We inspected Measure M2 SNEMT expenditures totaling \$9,864 representing 59% of total indirect costs expenditures for the fiscal year ended June 30, 2020. We agreed the dollar amount to supporting documentation and determined that the expenditures selected were exclusively for SNEMT and met the requirements outlined in the Measure M2 Project Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement. In addition, we determined that the indirect SNEMT costs were substantiated by a written Indirect Cost Allocation Plan prepared within five years. No exceptions were found as a result of this procedure.

10. Determine if the County contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. Determine whether the Contractor was selected using a competitive procurement process; and
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.

Findings: Based on interview with County personnel, the County contracted with Age Well, and Abrazar to provide non-emergency medical transportation for adults age 60 and older, and who lack other reasonable means of medical-related transportation. From inspecting the Age Well and Abrazar procurement documents, we found that the contractors were selected using a competitive procurement process. In addition, per inspection of the original contracts, we found the language requiring that wheelchair accessible vehicles be made available and used as needed was included, as required. No exceptions were found as a result of this procedure.

11. Obtain the proof of insurance coverage for the County's Contractor and perform the following:
 - a. Inspect the insurance coverage to ensure the terms satisfy the requirements established in the Cooperative Agreement; and
 - b. Determine whether current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.

(Continued)

Findings: We obtained and inspected the insurance coverage for the contractors, and determined that the requirements established in the cooperative agreement were met. Additionally, the current year proof of insurance for the County's contractors was submitted and on file with OCLTA. No exceptions were found as a result of this procedure.

12. Obtain the quarterly summary reports and determine the reports were properly prepared and submitted within forty-five (45) days.

Findings: We inspected all four quarterly summary reports (September 2019, December 2019, March 2020, and June 2020). Through inspection, we determined all four reports were timely submitted within 45 days of the following quarter end. OCLTA staff confirmed that reports were received on the following dates:

<u>Reporting Month</u>	<u>Due Date</u>	<u>Date Received</u>	<u>Days Late</u>
September 2019	November 15, 2019	November 5, 2019	-
December 2019	February 15, 2020	February 10, 2020	-
March 2020	May 15, 2020	April 27, 2020	-
June 2020	August 15, 2020	August 6, 2020	-

No exceptions were found as a result of this procedure.

13. Inspect the four quarterly SNET reports during fiscal year 20 and determine whether the quarterly reports had indicated % of actual expenditures to be higher than 75% (Year to Date Actuals / Year to Date Budget). If the percentage of actual expenditures are higher than 75%, inquire with the County whether they had implemented prioritization of trips. Also, determine whether actual expenditures exceeded available program funding and whether OCLTA was notified as required.

Findings: Based upon inspection of the four quarterly SNET reports during Fiscal Year 2020, the fourth quarter report indicated actual expenditures to be 83% of budgeted expenditures. Per the Measure M2 Project Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement, the County may implement prioritization of trips; however, the County decided not to implement it. Crowe determined the actual expenditures for FY20 did not exceed available program funding. No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the County's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of and is not intended to be, and should not be, used by anyone other than the specified party.



Crowe LLP

Costa Mesa, California
March 11, 2021

COUNTY OF ORANGE, CALIFORNIA
 SCHEDULE OF MEASURE M2 SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION
 PROGRAM EXPENDITURES
 Year ended June 30, 2020
 (Unaudited)

SCHEDULE A

Measure M2 Senior Non-Emergency Medical Transportation Expenditures:

Indirect and/ or Overhead - Schedule 3, line 1	\$ 16,678
Other Senior Non-Emergency Medical Transportation Project U	<u>2,757,142</u>

Total Measure M2 Senior Non-Emergency Medical Transportation Expenditures	<u><u>\$ 2,773,820</u></u>
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Note: The above amounts were taken directly from the financial records of the County of Orange and were not audited.

RESOLUTION NO. 2021-04-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, CONCERNING THE
AMENDED RENEWED MEASURE M (M2) EXPENDITURE
REPORT FOR THE CITY OF LAGUNA HILLS FOR FISCAL
YEAR ENDING JUNE 30, 2020

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds.

WHEREAS, local jurisdictions are required to adopt an annual Expenditure Report as part of one of the eligibility requirements.

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY INFORM OCTA THAT:

- A. The Amended M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.
- B. The Amended M2 Expenditure Report is hereby adopted by the City of Laguna Hills.
- C. The City of Laguna Hills' Finance Director is hereby authorized to sign and submit the Amended Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2020.

PASSED, APPROVED, AND ADOPTED this 13th day of April 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2021-04-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment b - Resolution (2392 : Amended M2 Expenditure Report FY 2019/20)

Amended M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Beginning and Ending Balances

Description		Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q	Local Fair Share	4	\$ -	\$ -
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 62,843	\$ -
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ 14,990	\$ -
Balances at Beginning of Fiscal Year		13	\$ 77,833	\$ -
	Monies Made Available During Fiscal Year	14	\$ 848,698	\$ 7,326
Total Monies Available (Sum Lines 13 & 14)		15	\$ 926,531	\$ 7,326
	Expenditures During Fiscal Year	16	\$ 823,191	\$ 7,326
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	\$ -	\$ -
O	Regional Capacity Program (RCP)	18	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q	Local Fair Share	20	\$ -	\$ -
R	High Frequency Metrolink Service	21	\$ -	\$ -
S	Transit Extensions to Metrolink	22	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program **	24	\$ 88,349	\$ -
V	Community Based Transit/Circulators	25	\$ -	\$ -
W	Safe Transit Stops	26	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
	Other*	28	\$ 14,990	\$ -

* Orange County TDA Backfill

**Ending balance for Project U funds has been adjusted based on audit of expenditure report.

Amended M2 Expenditure Report

Fiscal Year Ended June 30, 2020

Sources and Uses

Description		Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q	Local Fair Share	4	\$ 610,262	\$ 5,456
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 38,435	\$ 1,869
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ 200,000	\$ -
	Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	\$ 848,698	\$ 7,326
Expenditures:				
A-M	Freeway Projects	14	\$ -	\$ -
O	Regional Capacity Program (RCP)	15	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q	Local Fair Share	17	\$ 610,262	\$ 5,456
R	High Frequency Metrolink Service	18	\$ -	\$ -
S	Transit Extensions to Metrolink	19	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program**	21	\$ 12,929	\$ 1,869
V	Community Based Transit/Circulators	22	\$ -	\$ -
W	Safe Transit Stops	23	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality) *	24	\$ 200,000	\$ -
	Other	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	\$ 823,191	\$ 7,326
TOTAL BALANCE (Subtract line 26 from 13)		27	\$ 25,506	\$ -

* Project X Funds are accrued in FY 19/20 but have not yet been received.

**Ending balance for Project U funds has been adjusted based on audit of expenditure report.

Amended M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE ²	Developer / Impact Fees [*]	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other [*]	TOTAL
Indirect and/or Overhead ¹	1	\$ 137,734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,682	\$ -	\$ -	\$ 139,41
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signals, Safety Devices, & Street Lights	4	\$ 9,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,25
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ 189,389	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 389,38
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction	8	\$ 198,639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 398,63
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ 198,639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 398,63
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ 689,014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 689,01
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 33,614	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 610,262	\$ 5,456	\$ -	\$ -	\$ -	\$ -	\$ 2,548,011	\$ 3,197,34
Total Maintenance	16	\$ 722,628	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 610,262	\$ 5,456	\$ -	\$ -	\$ -	\$ -	\$ 2,548,011	\$ 3,886,35
Other	17	\$ 342,385	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,247	\$ 1,869	\$ -	\$ 355,50
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,401,387	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 610,262	\$ 5,456	\$ 200,000	\$ -	\$ 12,929	\$ 1,869	\$ 2,548,011	\$ 4,779,91
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: _____													

¹ Includes indirect charges for staff time only

² Local funds used to satisfy maintenance of effort (MOE) requirements

+ Transportation related only

* Highway User's Tax, Moulton Niguel Water Dist, El Toro Water Dist.

³ Other M2 includes Senior Mobility Program

MOE expenditures, Line 15 reduced by Finding #2 (\$108,681)

MOE expenditures, Line 17 increased by Misc Contract Services as Direct Costs, finding #4 (\$341,205)

MOE expenditures, Line 17 decreased by Finding #4 (\$80, \$6500)

MOE expenditures, Line 1 reduced by Misc Contract Services per Audit Finding #4 (\$341,205)

Other M2, Line 1 includes SMP indirect costs only

Other M2, Line 17 includes SMP expenditures adjusted by Finding #2 & #8

Other M2 Interest, Line 17 includes SMP interest expenditure

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

Amended M2 Expenditure Report
Fiscal Year Ended June 30, 2020

I hereby certify that:

- ☐ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☐ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☐ The City of Laguna Hills is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☐ The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☐ The City of Laguna Hills has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement.

Janice Reyes

Director of Finance (Print Name)

Date

Signature



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Public Services Director

ISSUE: Initiation of the 2021 Weed Abatement Program

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, declaring weeds and rubbish on specified private property to be a public nuisance, commencing public proceedings, and setting a Public Hearing for May 11, 2021."

SUMMARY:

The Public Services Department requests that the City Council adopt a Resolution to formally initiate the annual Weed Abatement Program in accordance with provisions in the State Government Code to reduce potential fire hazards and improve public health and safety.

BACKGROUND:

Annually, in accordance with Government Code Section 39560, et seq., the City initiates a Weed Abatement Program to control noxious or dangerous weeds for health and safety purposes and for management of fire hazards. The Weed Abatement Program procedures include the following general activities:

March, 2021	Inspect properties for potential weed abatement
April 13, 2021	Adopt a Resolution declaring weeds to be a nuisance and declaring the intent to abate weeds

2021 Weed Abatement Program

April 13, 2021

Page 2

April 14, 2021	Mail notices to property owners of abatement requirements and scheduled Public Hearing
May 11, 2021	Hold the Public Hearing and adopt the Resolution of abatement order
June 14, 2021	Initiate City weed abatement for non-compliant private properties
June 29, 2021	Send notice to property owners of abatement costs and scheduled Public Hearing
July 13, 2021	Hold the Public Hearing on assessment of weed abatement costs
July 20, 2021	Submit costs to County Assessor's office

The attached Resolution initiates the Weed Abatement Program and authorizes the Public Services Department to send notices to property owners advising them to remove any public nuisance (weeds and rubbish among other materials) that, when dry, become a fire hazard. Property owners are advised that they have until May 31, 2021, to comply with cleaning their property and that they may state their objections to the Weed Abatement Notice before the City Council at a Public Hearing to be held on May 11, 2021.

The attached notice will be sent to approximately 543 private properties scattered throughout the City. The notice includes language as required by Government Code Section 39566. To explain the weed abatement program, staff will also enclose a general informational letter describing the need for the notice and the importance of weed abatement. Historically, property owners have appropriately responded to the notices and have abated their own weeds. Last year, City contractors had to only perform weed abatement on one private parcel.

Weed Abatement on City-owned parcels, typically undeveloped open spaces and hillsides, will proceed from mid-May to mid-June and on private properties, as needed, through a City retained weed abatement contractor.

FISCAL IMPACT:

The weed abatement program has been budgeted for Fiscal Year 2020/2021 in the amount of \$51,000. Some of these costs may be recovered as an assessment upon the private parcels requiring abatement (if any), and the balance relates to the annual clearing of City-owned properties.

2021 Weed Abatement Program

April 13, 2021

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ATTACHMENTS:

- Proposed Resolution
- Notice to Destroy Weeds Frontside
- Notice to Destroy Weeds Backside
- Weed Abatement Guidelines
- Hazard Reduction Contractors
- County Landfill Location
- 2021 Weed Abatement List

RESOLUTION NO. 2021-04-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 11, 2021

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

SECTION 1. Pursuant to Government Code Section 39560 et seq., weeds growing upon or in front of, and that rubbish, refuse and dirt upon or in front of certain parcels of land described in the 2021 Weed Abatement List, which is attached hereto and is incorporated herein by this reference, constitute a public nuisance.

SECTION 2. If the public nuisance is not abated and removed by the owner(s) of the parcels of land identified and described in the attached 2021 Weed Abatement List, it is the intention of the City Council of the City of Laguna Hills to have such nuisances abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 et seq., in which case the cost of such removal shall be assessed upon the parcel and lands from which or in front of which such weeds, rubbish, refuse and/or dirt are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

SECTION 3. The weeds growing upon or in front of those certain parcels of land identified and described in the attached 2021 Weed Abatement List are seasonal and recurrent nuisances within the meaning of Government Code Section 39562.1 and, as such, upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further public hearings shall be held.

SECTION 4. The Interim City Manager/Public Services Director of the City of Laguna Hills is hereby designated as the Public Officer to perform the abatement duties imposed by Government Code Section 39560 et seq.

SECTION 5. The City Clerk is hereby directed, pursuant to Government Code Section 39567.1, to mail written notice of the proposed abatement to all persons owning property identified and described in the attached 2021 Weed Abatement List. The City Clerk shall cause such written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this resolution is adopted by the City Council. Such notices shall be mailed by the City Clerk at least five (5) days prior to the time for hearing objections by the City Council. The notices mailed by the City Clerk shall be substantially in the form provided by Government Code Section 39566.

SECTION 6. A public hearing concerning proposed abatement, which shall be conducted by the City Council, is hereby set for 7:00 p.m., or as soon thereafter as is

practicable, on Tuesday, May 11, 2021, in the City Hall Council Chambers located at 24035 El Toro Road, Laguna Hills, California. At such time, the City Council shall hear and consider all objections, if any, to the proposed removal of weeds, rubbish, refuse, and/or dirt. By motion or resolution at the conclusion of the public hearing, the City Council shall allow or overrule any objections. At that time, the City Council shall acquire jurisdiction to have City authorities proceed and perform the work of removal, pursuant to Government Code Section 39569, and shall issue an abatement order, which decision shall be final.

SECTION 7. A copy of this Resolution shall be kept on file with the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 13th day of April 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-04-13-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2397 : 2021 Weed Abatement Program)

April 14, 2021

«FULL_NAME»
«MAILING_ADDRESS»
«CITY», «STATE» «ZIP»

SUBJECT: NOTICE TO DESTROY WEEDS AT ASSESSOR'S PARCEL NUMBER «APN», «LOT_ADDRESS»

Dear Property Owner:

The City of Laguna Hills requests your assistance in reducing potential fire hazards in our community. A recent inspection of open space and slope areas revealed that the property described by the above Assessor's Parcel Number may have vegetation (grass, weeds, brush, trees) or litter upon it, which may contribute to a hazardous fire condition. As the owner, the condition of the property is your responsibility. The City is required to follow State law to make sure that a weed abatement program is implemented. In this regard, the required official notice to destroy weeds and remove rubbish and refuse is provided on the back of this letter. It is important to note that after May 31, 2021, property not cleared and maintained by the owner is subject to being cleared by City contracted crews when manpower and equipment are available. The charges for clearing plus a \$482.15 administrative fee will be added to the owner's property tax statement.

THIS IS THE ONLY NOTIFICATION YOU WILL RECEIVE. Please note that if you are no longer the owner of this property, you are required by law to disclose the contents of this notice to the new owner. This disclosure must be made through escrow or by notifying this office of the new owner's name and address. Failure to properly notify the new owner may result in you being liable for charges assessed to the property.

Please refer to the enclosed information sheets that contain general information about the City's Weed Abatement Program, location of the nearest County landfill, and a list of clearing contractors for your use.

Please note that there currently may or may not be vegetation on the subject parcel which may contribute to a hazardous fire condition, however there is a potential for growth as we approach the fire season. Property cleared and maintained free of flammable vegetation or litter is not subject to further action by this Department. Regrowth of vegetation as a result of a late rainfall may necessitate additional clearing. Property not maintained in a fire safe condition may be cleared by the City without further notice.

Please note that discing operations on steep hillsides is not considered to be an appropriate weed abatement measure because of dust generation & erosion issues associated with this process. Please use alternative methods for clearing weeds from your hillside such as mowing.

Your cooperation in performing the exterior property clearing, either through your efforts or done by someone you retain, will greatly aid your fire safety. With your help, we have a better chance to protect homes and improvements and keep damage to a minimum if a wildfire does occur.

For further information, or if you have made permanent improvements to the subject property and feel that you should be removed from our mailing list, you may call **(949) 707-2657**, Monday through Friday, or you may email staff at ashah@lagunahillsca.gov.

Sincerely,



Kenneth H. Rosenfield, P.E.
Interim City Manager/Director of Public Services

Attachment: Notice to Destroy Weeds Frontside (2397 : 2021 Weed Abatement Program)

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 13st day of April, 2021, the City of Laguna Hills City Council passed a Resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on certain streets (or roads) in the City of Laguna Hills and that rubbish, refuse and dirt were upon or in front of the property on certain streets (or roads) in the City of Laguna Hills, including this property as more particularly described in said Resolution, and that the same constitutes a public nuisance which must be abated by the removal of the weeds, rubbish, refuse and dirt. Otherwise they will be removed and the nuisance will be abated by City of Laguna Hills authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed and such cost will constitute a lien upon such lots and lands until paid. Reference is hereby made to the Resolution for further particulars. A copy of said Resolution is on file in the office of the City Clerk.

All property owners having objection to the proposed removal of such weeds are hereby notified to attend a Public Hearing before the City Council of the City of Laguna Hills scheduled for May 11, 2021, at 24035 El Toro Road, Laguna Hills, California, 92653, beginning at 7:00 P.M., or as soon thereafter as practical, when their objections will be heard and given due consideration. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Laguna Hills at, or prior to, the Public Hearing.

Dated this 14nd day of April, 2021.



By Kenneth H. Rosenfield
Interim City Manager/Director of Public Services

CITY OF LAGUNA HILLS WEED ABATEMENT SUPPLEMENTAL GUIDELINES

Dear Property Owner:

The City of Laguna Hills conducts an annual weed abatement program designed to reduce fire hazards during the summer season. This year, the program is scheduled to commence in early March. The weed abatement program is done in accordance with Government Code Section 39560, et seq., and the Orange County Fire Authority standards.

Typically, in March of every year, the City's Public Services Department performs a limited "pre-canvassing" of private properties to identify properties, which have weeds or other noxious plants upon them that may pose a fire hazard during the fire season. In April, the Department sends a letter and a "Notice to Destroy Weeds" to property owners for properties that have historically been known to have weeds on them or were observed to have weeds on them during the pre-canvassing; therefore, not every property owner will receive a notice. The letters are sent to the property owners' last known address, as reported by the County of Orange Tax Assessor's Office, advising the owner to clear all weeds or noxious materials from their property before a pre-determined date. Those property owners that have not performed the weed abatement as required are subject to the City's contractor removing the weeds at the expense of the property owner.

The list of fire prone plant species (on the next page) within this document will be provided to owners that receive notices from the Department. Weeds identified in the list as well as any dead, overgrown, or dried out vegetation, plants, and trees must be removed within 100 feet of any structure. Please note that the 100-foot clearance also includes distances to those structures that may be located on a neighbor's property. The Public Services Department considers a structure to be an inhabitable building, such as a house, or any building that houses animals and any building that stores real property, such as a garage or storage shed.

The City wishes to avoid clearing weeds and noxious materials on private property and billing the property owner for this work; therefore, the best way to avoid this process is to clear the weeds out before the deadline stated in the official notice. Please be reminded that persons who receive a Notice to Destroy Weeds and who are not the current property owner of the property in question MUST contact the City of Laguna Hills promptly at (949) 707-2657 or the person may be required to pay for any clearing work on the property done by the City, if applicable.

The City of Laguna Hills wishes to thank you for your cooperation in making our community a safer place to live and work. If you have any questions about the City's weed abatement program, please call Amber Shah at (949) 707-2657.

Sincerely,



Kenneth H. Rosenfield, P.E.
Interim City Manager/Director of Public Services

FIRE PRONE PLANT SPECIES

Certain plants are considered to be undesirable in the landscape due to characteristics that make them highly flammable. These characteristics can either be physical or chemical. Physical properties that would contribute to high flammability include large amounts of dead material retained within the plant, rough or peeling bark, and the production of copious amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Certain native plants are notorious for containing these volatile substances.

Plants with these characteristics should not be planted or maintained on private property or hillsides. Should these species already exist on your property, they shall be removed within 100 feet of any structure. The Public Services Department considers a structure to be an inhabitable building, such as a house, or any building that houses animals and any building that stores real property, such as a garage or storage shed.

These plants are referred to as “target species” since their complete removal is a critical part of fire hazard reduction. These fire-prone plant species are (but not limited to):

<u>Botanical Name</u>	<u>Common Name</u>
Cynara Cardunculus.....	Artichoke Thistle
Ricinus Communis.....	Castor Bean Plant
Cirsium Vulgare.....	Wild Artichoke
Brassica Nigra.....	Black Mustard
Silybrum Marianum.....	Milk Thistle
Sacsola Austails.....	Russian Thistle/Tumblewood
Nicotiana Bigelevelil.....	Indian Tobacco
Nicotiana Glauca.....	Tree Tobacco
Lactuca Serriola.....	Prickly Lettuce
Conyza Canadensis.....	Horseweed
Heterothaca Grandiflora.....	Telegraph Plant
Anthemix Cotula.....	Mayweed
Urtica Urens.....	Burning Nettle
Cardaria Draba.....	Noary Cress, Perennial Peppergrass
Brassica Rapa.....	Wild Turnip, Yellow / Field Mustard
Adenostoma Fasciculatum.....	Chamise
Adenostoma Sparsifolium.....	Red Shanks, Ribbon Bush
Cortaderia Selloana.....	Pampas Grass
Artemisia Californica.....	California Sagebrush
Eriogonum Fasciculatum.....	Common Buckwheat
Salvia Mellifera.....	Black Sage

Property owners shall also remove **ALL** dead, overgrown, or dried out vegetation, plants, and trees within 100 feet of any structure.

Please view typical photographs of these weeds by accessing the City’s website at www.ci.laguna-hills.ca.us – *Forms Documents and Maps - Weed Abatement Guidelines*

HAZARD REDUCTION PRIVATE CONTRACTORS

E. Stewart and Associates
Weed and Brush Abatement
949-498-9250

Igi's Landscape Services
Tractor, Mowing & Handwork
714-418-1667

Natures Image
Tractor, Mowing & Handwork
949-454-1225

Boyce Munoz Landscape Systems
Handwork, Discing
714-742-7843 (Cell)

Nieves Landscape, Inc.
Tractor, Mowing & Handwork
714-641-3071

Choice Landscape & Maintenance
Mowing, Trimming & Handwork
949-212-0070

Specialty Mowing Services, Inc.
Tractor, Mowing & Handwork
760-728-1591

Ace Weed Abatement, Inc.
Tractor, Mowing & Handwork
951-243-9809

THIS LIST IS PRESENTED AS A CONVENIENCE TO
THE PUBLIC. IT IS A PARTIAL LIST AND IS NOT AN
ENDORSEMENT OF ANY CONTRACTOR BY THE CITY
OF LAGUNA HILLS.

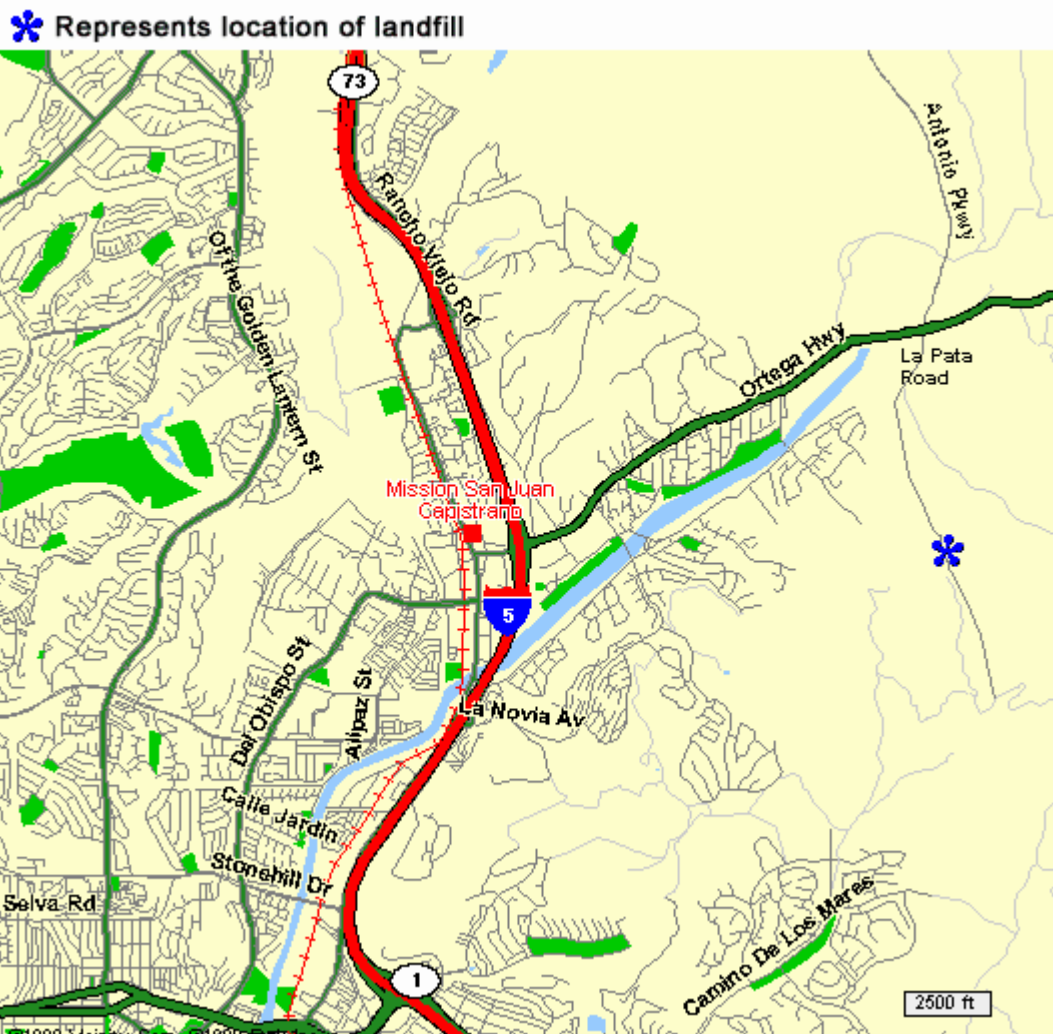
LOCATION OF NEAREST COUNTY LANDFILL:

PRIMA DESHECHA LANDFILL
 32250 La Pata Avenue
 San Juan Capistrano, CA 92075
 County Landfills Information Number: (714) 834-4000

OPERATING HOURS

Monday through Saturday, 7 a.m. to 4 p.m. for all customers
 Commercial Trucks and Dump Trucks ONLY from 4 p.m. to 5 p.m.

LOCATION MAP



2021 WEED ABATEMENT LIST

4/6/2021 Pa

4.7.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
588-121-01	LAGUNA VILLAGE HOA	LAGUNA VILLAGE HOA	23300 SANTA VITTORIA DRIVE	LAGUNA HILLS	CA	92653
588-141-06	BEHIND 23092 MILL CREEK DRIVE	LAGUNA ASSOCIATES	4570 VON KARMAN AVE, STE. 200	NEWPORT BEACH	CA	92838
588-141-07	MILL CREEK DR 23092	NEW VISTA SCHOOL	23092 MILL CREEK DRIVE	LAGUNA HILLS	CA	92653
616-221-02	MOULTON PKWY 23601	AGE WELL SENIOR SERVICES, INC.	24461 RIDGE ROUTE DRIVE STE. 220	LAGUNA HILLS	CA	92653
616-232-25	ANCONA 22671	ASHRAF ASHRAFIA	22671 ANCONA	LAGUNA HILLS	CA	92653
616-232-27	ANCONA 22685	RICHARD CARUVANA	22685 ANCONA	LAGUNA HILLS	CA	92653
616-232-28	ANCONA 22691	ORLANDO DELFIN	22691 ANCONA	LAGUNA HILLS	CA	92653
616-241-16	CATANIA 22591	EDWARD KRAUS	22591 CATANIA	LAGUNA HILLS	CA	92653
616-263-01	TERNI 22251	DANIEL MACDONALD	1629 TALMADGE STREET STE. 6	LOS ANGELES	CA	90027
616-263-02	TERNI 22241	PAUL LEW	P.O. BOX 2944	LAGUNA HILLS	CA	92653
616-263-03	TERNI 22231	LETHICIA LEPERA	22231 TERNI	LAGUNA HILLS	CA	92653
616-263-04	TERNI 22221	MARY TANGLAO	22221 TERNI	LAGUNA HILLS	CA	92653
616-263-05	TERNI 22211	STEPHEN SUKHOV	22211 TERNI	LAGUNA HILLS	CA	92653
616-263-06	TERNI 22201	MARIBEL MUSNGI BISHOP	22201 TERNI	LAGUNA HILLS	CA	92653
616-263-07	TERNI 22202	CONNIE MAGNUSEN	22202 TERNI	LAGUNA HILLS	CA	92653
616-263-08	TERNI 22212	JOHN STEIN	22212 TERNI	LAGUNA HILLS	CA	92653
616-263-09	TERNI 22222	DESIREE OLASCOAGA	22222 TERNI	LAGUNA HILLS	CA	92653
616-272-12	ADAMO 22192	JAIME SANTOS	7766 VALE DRIVE	WHITTIER	CA	90602
616-272-14	ADAMO 22212	CHARLES OLTMAN	22212 ADAMO	LAGUNA HILLS	CA	92653
616-272-15	ADAMO 22222	DONNY TURINGAN	22222 ADAMO	LAGUNA HILLS	CA	92653
616-272-21	ADAMO 22252	DAVID SWETS	22252 ADAMO	LAGUNA HILLS	CA	92653
616-272-22	SORESINA 23732	MARIA MOERCK	23732 SORESINA	LAGUNA HILLS	CA	92653
616-272-23	SORESINA 23736	GABRIELE MILLER	23736 SORESINA	LAGUNA HILLS	CA	92653
616-272-24	SORESINA 23718	CRESSENCIA HARI ARTHUR	5112 MINNEOLA DRIVE	FALLBROOK	CA	92028
616-291-13	LOMBARDI 22432	GREGORY KENDRICK	22432 LOMBARDI	LAGUNA HILLS	CA	92653
620-032-44	LA PAZ ROAD 25912	25912 LA PAZ LLC	624 N. ALPINE DRIVE	BEVERLY HILLS	CA	90210
620-044-03	GRISSOM ROAD 25022	RAYMOND SANSTROM	25022 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-04	GRISSOM ROAD 25032	ADAM CHOU	25032 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-05	GRISSOM ROAD 25052	DAN PAUL DURGHINESCU	25052 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-07	GRISSOM ROAD 25082	ARIE W DOELITZSCH	25082 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-08	GRISSOM ROAD 25092	DANIEL COOPER	25092 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-10	GRISSOM ROAD 25112	MICHAEL MARTIN	25112 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-054-02	BARENTS 25101	SULIMAN JAHANGIRI	25101 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-03	BARENTS 25111	BEHJAT MAHDAVI	25111 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-04	BARENTS 25121	ROBERT KURLFINK	25121 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-05	BARENTS 25131	JOHN EN HONG SHEN	3314 MEADOWRIDGE RD	ORANGE	CA	92867
620-054-06	BARENTS 25141	MOHAMMED HALLAJ MOGHADD SARAN	25141 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-07	BARENTS 25151	MAHAMMAD EHSAN JAHANGIR	25151 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-08	BARENTS 25161	MANFRED KUNZE	520 BROOKVIEW WAY	COSTA MESA	CA	92626
620-054-09	BARENTS 25171	MELLINA CUNROD LIVING TRUST	25171 BARENTS STREET	LAGUNA HILLS	CA	92653
620-061-01	COSTEAU 25172	TAMMY KAY ALLEN	25172 COSTEAU STREET	LAGUNA HILLS	CA	92653
620-064-04	VESPUCCI 25151	PATRICK TIGHE	25151 VESPUCCI	LAGUNA HILLS	CA	92653
620-064-05	VESPUCCI 25161	JAMES DEICHMANN	17 FAIR OAKS	LAGUNA NIGUEL	CA	92677
620-064-06	VESPUCCI 25171	YANOSCHAK FAMILY TRUST	25171 VESPUCCI	LAGUNA HILLS	CA	92653
620-064-09	VESPUCCI 25201	STEVEN PAUL BOUY	25201 VESPUCCI	LAGUNA HILLS	CA	92653
620-064-11	VESPUCCI 25241	DANENHAUER GEORGE PARKER	25241 VESPUCCI ROAD	LAGUNA HILLS	CA	92653
620-064-12	VESPUCCI 25251	CHRISTOPHER BABAKITIS	25251 VESPUCCI	LAGUNA HILLS	CA	92660
620-082-25	GRISSOM ROAD 25301	SCOTT LAWLER	25301 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-083-09	GRISSOM ROAD 25262	HARDEV KUMAR	25262 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-083-10	GRISSOM ROAD 25272	JOHN KESSLER	25272 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-142-09	GRISSOM ROAD 25732	RYAN YOSHIO TAKAYAMA	25732 GRISSOM	LAGUNA HILLS	CA	92653
620-142-10	GRISSOM ROAD 25742	MARITZA ALVAREZ	25742 GRISSOM	LAGUNA HILLS	CA	92653
620-142-11	GRISSOM ROAD 25752	DANIEL GIBSON	25752 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-181-08	LA PAZ ROAD 25205	LEES LAGUNA HILLS RESORT LLC	76 W PALM DRIVE	ARCADIA	CA	91007
620-191-07	LA SUEN 25002	CHRISTOPHER BENEDICT FRANCIS	2538 E GELID AVENUE	ANAHEIM	CA	92806
620-191-08	LA SUEN 25012	NANCY LE GAULT	25012 LA SUEN	LAGUNA HILLS	CA	92653
620-191-09	LA SUEN 25022	MICHAEL REAGAN	25022 LA SUEN	LAGUNA HILLS	CA	92653
620-191-10	LA SUEN 25032	AMELIA PATAWARAN SANGALANG	25032 LA SUEN	LAGUNA HILLS	CA	92653
620-191-27	LA SUEN 25182	DEAN HENDERSON	25182 LA SUEN	LAGUNA HILLS	CA	92653
620-191-28	PIKE ROAD 25186	MOUNSEF ASRI	25186 PIKE ROAD	LAGUNA HILLS	CA	92653
620-241-04	ALICIA PARKWAY 25381	K&M ROYAL GROUP LLC	5557 E SANTA ANA CANYON #215	ANAHEIM HILLS	CA	92807
620-251-02	STOCKPORT APARTMENTS	MISSION HILLS INVESTMENT CO	949 S. COAST DRIVE, SUITE 600	COSTA MESA	CA	92626
620-282-40	TREE TOP ROAD 25962	ROBERT BUSTAMANTE	25962 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-282-41	TREE TOP ROAD 25952	COMBS RON & SAND LIVING TRUST	25952 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-282-42	TREE TOP ROAD 25942	SANG VAN NGUYEN	15911 LAVA WAY	WESTMINSTER	CA	92683
620-282-44	TREE TOP ROAD 25922	PETER DIB	25922 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-282-45	TREE TOP ROAD 25912	PHAN JOHN VAN	25912 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-18	TREE TOP ROAD 25802	PATRICK SUZUKIDA	25802 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-19	TREE TOP ROAD 25812	TONY DELGADO	25812 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-20	TREE TOP ROAD 25822	ROGEL GALANG	25822 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-21	TREE TOP ROAD 25832	GIBBONS JAMES P THE GIBBONS FA	25832 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-22	TREE TOP ROAD 25842	ELLEN WAKEFIELD	25842 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-23	TREE TOP ROAD 25852	GLOVER FAMILY TRUST	25852 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-27	TREE TOP ROAD 25892	KATHY CORNETT	25892 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-372-12	GRISSOM ROAD 24892	VICTOR LANFRANCO	24892 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-13	GRISSOM ROAD 24886	PAMELA PEREZ	90 W GRAND BLVD STE 101	CORONA	CA	92882
620-372-15	GRISSOM ROAD 24872	HUONG TRAN	24872 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-16	GRISSOM ROAD 24862	PHUA FAMILY LIVING TRUST	24862 GRISSOM ROAD	LAGUNA HILLS	CA	92653

Attachment: 2021 Weed Abatement List (2397 : 2021 Weed Abatement Program)

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
620-372-17	GRISSOM ROAD 24842	LOZANO TRUST	24842 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-18	GRISSOM ROAD 24832	SHELDON KAWAHA	24832 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-20	GRISSOM ROAD 24802	HAGOP JACK BALTAYAN	24802 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-23	GRISSOM ROAD 24772	RENE JIMENEZ	24772 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-24	GRISSOM ROAD 24762	YA - ING LIN	10106 ANDY REESE CT.	GARDEN GROVE	CA	92843
620-372-25	GRISSOM ROAD 24752	CRAIG TALBOT	24752 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-26	BARENTS 25485	HEDAYATULLAH AYOUB	25485 BARENTS STREET	LAGUNNA HILLS	CA	92653
620-372-30	BARENTS 25451	MOHAMMED DALATI	25451 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-31	BARENTS 25441	THOMAS ANTHONY CAMMARANO	25441 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-32	BARENTS 25431	JAMES HATCHETT	25431 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-33	BARENTS 25421	FEROZE SHAIKH	25421 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-34	BARENTS 25411	ISAAC GIRYAN	25411 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-35	BARENTS 25391	MICHAEL L TANNER	25391 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-36	BARENTS 25381	MOHAMMED FAZIL	17385 SUMMER OAK PL	YORBA LINDA	CA	92886
620-381-11	GRISSOM ROAD 24996	DAVID CARLSON	24996 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-382-18	GRISSOM ROAD 24946	BRADLEY MICHAELS	807 LINDARAXA PARK N	ALHAMBRA	CA	91801
620-384-03	BARENTS 25291	ALVI LIVING TRUST	25291 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-04	BARENTS 25295	DONALD RABAS	25295 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-06	BARENTS 25311	RICARDO SANTIAGO	25311 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-07	BARENTS 25321	ISSEI SHIMIZU	25321 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-08	BARENTS 25331	IRFAN HEMANI	25331 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-09	BARENTS 25341	PAUL ROBIN KHOSHABA REV TRUST	25341 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-10	BARENTS 25351	RAUL M GONZALEZ	25351 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-11	BARENTS 25361	WEAVER FAMILY TRUST	29 MARBELLA	SAN CLEMENTE	CA	92673
620-384-12	BARENTS 25371	SUSAN E BROWN	25371 BARENTS STREET	LAGUNA HILLS	CA	92653
620-401-01	BARENTS 25181	HUZEFA HAKIM	25181 BARENTS STREET	LAGUNA HILLS	CA	92653
620-401-04	BARENTS 25201	RAHIM KARIMI	25201 BARENTS STREET	LAGUNA HILLS	CA	92653
620-401-05	BARENTS 25211	HAILONG LAI	2913 S PACIFIC AVENUE	SANTA ANA	CA	92704
620-401-08	BARENTS 25241	GARY GLATFELTER	17320 136TH AVENUE CT E	PUYALLUP	WA	98374
620-401-09	BARENTS 25251	BOBBY ADAMS	25251 BARENTS STREET	LAGUNA HILLS	CA	92653
625-211-03	ALISO MEADOWS N/W SLOPE	ALISO MEADOWS CONDOS	647 CAMINO DE LOS MARES #221	SAN CLEMENTE	CA	92673
625-211-04	VIA LOMAS 25912	RANCHO NIGUEL PARTNERS	14131 YORBA STREET	TUSTIN	CA	92780
625-301-54	OPEN SPACE E/O INDIAN HILLS	ALISO VIEJO COMMUNITY	95 ARGONAUT STE. 190	ALISO VIEJO	CA	92653
625-311-02	4.5 ACRE PARCEL BEHIND 24701 MANDU	CARMEN CARCIELLO	24701 MANDEVILLE DR.	LAGUNA HILLS	CA	92653
625-322-26	LA CIENEGA & LOS CERROS STREET	RIDGEFIELD HOMEOWNERS ASSOCIAT	2301 DUPONT DR, STE. 100	IRVINE	CA	92612
627-041-01	NELLIE GAIL ROAD 24761	SULLIVAN SPENCER FAMILY TRUST	24761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-041-12	RED LODGE PLACE 24771	PARVIZ SHAMS	1234 ANACAPA WAY	LAGUNA BEACH	CA	92653
627-041-13	RED LODGE PLACE 24781	THOMAS V BOYLES	24781 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-15	RED LODGE PLACE 24811	JOHN FITZGERALD	24811 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-17	RED LODGE PLACE 24831	JOHN R CRAIG	P. O. BOX 3339	LAGUNA HILLS	CA	92653
627-041-18	RED LODGE PLACE 24841	BARRY D ANDREWS	24841 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-24	RED LODGE PLACE 24761	RAMSEY FAMILY TRUST	24761 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-25	RED LODGE PLACE 24762	ANNE MARIE COLE	24762 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-051-01	NELLIE GAIL ROAD 24891	WILLIAM FREY	24891 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-051-02	NELLIE GAIL ROAD 24911	JESSE AUTRY EHLE	P.O. BOX 11	SEASIDE	OR	97138
627-051-03	NELLIE GAIL ROAD 24931	JOHN WURTH	24931 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-051-04	NELLIE GAIL ROAD 24941	MOORISH BORN EXPRESS TRUST	5663 BALBOA AVENUE STE. 285	SAN DIEGO	CA	92111
627-051-05	NELLIE GAIL ROAD 24961	MATTHEW VUJOVICH	27282 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
627-051-06	NELLIE GAIL ROAD 24981	AL-ABDULLA ANGHAM	24981 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-051-07	NELLIE GAIL ROAD 24991	JACOB B NASH	1185 GOLDEN GATE CIR 107	MURIETTA	CA	92562
627-051-08	HIGHWOOD CIRCLE 26971	PHILIP COLLEN	16000 VENTURA BOULEVARD, STE. 90	ENCINO	CA	91436
627-051-09	HIGHWOOD CIRCLE 26951	JOHN BARTLETT	26951 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-10	HIGHWOOD CIRCLE 26931	DAVID LUBOWE FAMILY TRUST	26931 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-11	HIGHWOOD CIRCLE 26921	DORMING WONG	26921 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-13	HIGHWOOD CIRCLE 26881	RICHARD CROWLEY	26881 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-14	HIGHWOOD CIRCLE 26871	AZEEZ MALLEY	26871 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-15	HIGHWOOD CIRCLE 26861	MARTINDALE LIVING TRUST	13122 SAINT THOMAS DRIVE	SANTA ANA	CA	92705
627-061-01	HIGHWOOD CIRCLE 26872	TOM MAHATHIRATH	26872 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-061-02	HIGHWOOD CIRCLE 26882	JAMES D SUTHERLAND TRUST	26882 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-061-03	HIGHWOOD CIRCLE 26902	BILLIE LOU MITCHELL	26902 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-061-13	ROCKING HORSE LANE 26881	REISMAN FAMILY TRUST	26881 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653
627-061-15	ROCKING HORSE LANE 26872	JUNE D QUIRK	2905 SPRING MEADOW DRIVE	CORONA	CA	92881
627-061-17	ROCKING HORSE LANE 26922	AUDREY LEE MILFS	26922 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653
627-061-18	ROCKING HORSE LANE 26932	JUNG & ULLOA TRUST	26932 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653
627-061-20	ROCKING HORSE LANE 26962	SULLIVAN FAMILY TRUST	1101 DOVE STREET STE. 200	NEWPORT BEACH	CA	92660
627-071-05	NELLIE GAIL ROAD 25202	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653
627-081-10	SPOTTED PONY LANE 25372	BILL AINSWORTH	25372 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-11	SPOTTED PONY LANE 25361	JAFFE FAMILY TRUST	25361 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-12	SPOTTED PONY LANE 25371	DONAHUE FAMILY TRUST	25371 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-13	SPOTTED PONY LANE 25381	STEPHEN S. O'HARA	25381 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-15	SPOTTED PONY LANE 25411	ADAM MARQUIS	25411 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-16	SPOTTED PONY LANE 25431	JOSEPH GERARD CAVALLO	25431 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-19	SPOTTED PONY LANE 25471	LUZZI FAMILY TRUST	25471 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-20	SPOTTED PONY LANE 25491	MICHAEL SUI	25491 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-21	SPOTTED PONY LANE 25511	KAMBIZ HOSN	25511 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-091-01	HIDDEN TRAIL ROAD 27076	XUEMEI LIU	27076 HIDDEN TRAIL	LAGUNA HILLS	CA	92653
627-091-02	HIDDEN TRAIL ROAD 27082	PROPERTY OWNER	27082 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-091-03	HIDDEN TRAIL ROAD 27086	WILLIAM WALLACE	27086 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-091-04	HIDDEN TRAIL ROAD 27092	DONALD SEDGWICK	27092 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-091-05	HIDDEN TRAIL ROAD 27096	DOUGLAS PRINS FAMILY TRUST	27096 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-091-11	WAGON WHEEL CIRCLE 25421	CHRISTIE FAMILY TRUST	25421 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	92653
627-091-13	WAGON WHEEL CIRCLE 25451	JOHN E YOUNG	25451 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	92653
627-092-10	HIDDEN TRAIL ROAD 27073	KEANE 2018 FAMILY TRUST	27073 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-101-01	HIDDEN TRAIL ROAD 27052	JAMES V. DI MARIA	27052 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-102-04	SHENANDOAH DRIVE 27152	POHAN CHIANG	27152 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653
627-102-05	SHENANDOAH DRIVE 27182	BRIAN ROBINSON	27182 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653
627-102-07	SHENANDOAH DRIVE 27181	VLB TRUST	27181 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653
627-102-13	HIDDEN TRAIL ROAD 27055	MOHAMED WADDAH EINACHEF	27055 HIDDEN TRAIL RD	LAGUNA HILLS	CA	92653
627-102-16	NELLIE GAIL ROAD 25072	JOHN PARK	25072 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-102-17	LOST COLT DRIVE 27222	STEPHEN & PAMINA BARKOW TRUST	25101 ANVIL CIRCLE	LAGUNA HILLS	CA	92653
627-102-18	LOST COLT DRIVE 27232	TIMOTHY M. WALTERS	27232 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-111-01	NELLIE GAIL ROAD 25011	LARRY J HAMILTON	25011 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-111-02	NELLIE GAIL ROAD 25021	CHARLES SLOAN	25021 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-111-03	NELLIE GAIL ROAD 25041	ROBERT E ALVAREZ	25041 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-112-04	NELLIE GAIL ROAD 25022	25022 NELLIE GAIL LLC	P.O. BOX 1570	JULIAN	CA	92036
627-112-05	NELLIE GAIL ROAD 25012	HUNG FAMILY TRUST	25012 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-112-06	NELLIE GAIL ROAD 24992	WILLIAM PHILLIPS	24992 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-112-09	LOST COLT DRIVE 27162	KLAWITTER LIVING TRUST	27162 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-10	LOST COLT DRIVE 27172	DEBRA MONAHAN TRUST	27172 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-11	LOST COLT DRIVE 27182	GUY DAVID J & E A 2000 TRUST	27182 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-13	LOST COLT DRIVE 27196	KRZYSZTOF CHMIELOWSKI	27196 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-14	LOST COLT DRIVE 27202	HOSN KOOROSH & MESBAHI M TRUST	41 SAN SIMEON	LAGUNA NIGUEL	CA	92677
627-112-15	LOST COLT DRIVE 27212	MARK FISK	27212 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-01	LOST COLT DRIVE 27261	ANDRE G PERON FAMILY TRUST	27261 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-04	LOST COLT DRIVE 27211	JAMES R TR BOSEMER	27211 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-05	LOST COLT DRIVE 27201	JEFFREY ZUCKERMAN	27201 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-06	LOST COLT DRIVE 27195	NEIL SLATE	27195 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-07	LOST COLT DRIVE 27191	MABESA-TAN FAMILY TRUST	27191 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-08	LOST COLT DRIVE 27181	PICKETT FAMILY TRUST	27181 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-09	LOST COLT DRIVE 27171	JASON RICHARDS	27171 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-10	LOST COLT DRIVE 27161	ROY POLIZZI	27161 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-121-02	NELLIE GAIL ROAD 24962	JAMES C RYDER	24962 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-03	NELLIE GAIL ROAD 24942	RCLT TRUST	24942 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-05	NELLIE GAIL ROAD 24892	NAJAH J J & S E FAMILY TRUST	24892 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-06	NELLIE GAIL ROAD 24872	DOUGLAS DUMITRU	24872 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-15	LOST COLT DRIVE 27086	MARTINI FAMILY TRUST	27086 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-121-17	LOST COLT DRIVE 27102	CHILDS FAMILY TRUST	27102 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-01	LOST COLT DRIVE 27151	HAITHAM HAMMAD	27151 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-03	LOST COLT DRIVE 27131	NICHOLAS RAVLICH	27131 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-04	LOST COLT DRIVE 27121	MAUREEN BALLAS	27121 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-07	BEAR GRASS CIRCLE 24831	PHILIP GUIRAL	24831 BEAR GRASS CIRCLE	LAGUNA HILLS	CA	92653
627-122-11	LOST COLT DRIVE 27061	BRANDON STILLWAGON	27061 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-131-01	MUSTANG DRIVE 25071	MARKOS BOTROS	25071 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-131-03	MUSTANG DRIVE 25051	CHAD ALVES	25051 MUSTANG DR	LAGUNA HILLS	CA	92653
627-131-04	MUSTANG DRIVE 25041	JAMES M THAYER	25041 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-131-05	MUSTANG DRIVE 25031	OBARR ACQUELINE R TRUST	621 RODEO ROAD	FULLERTON	CA	92831
627-131-06	MUSTANG DRIVE 25011	JUNE R RODMAN LIVING TRUST	9813 WINTER PALACE DRIVE	LAS VEGAS	NV	89149
627-132-01	MUSTANG DRIVE 25082	ROBERT SHURR	25082 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-132-02	MUSTANG DRIVE 25062	PAUL P MOORE LIVING TRUST	25062 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-132-03	MUSTANG DRIVE 25052	FELIPE DELGADO	25052 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-132-08	BUCKSKIN DRIVE 25131	STEVE PERRY	25131 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-132-09	BUCKSKIN DRIVE 25151	LARSEN HP & MF L/TR	25151 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-141-03	BUCKSKIN DRIVE 24861	JOE LUIS VARGAS	24861 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-141-04	BUCKSKIN DRIVE 24881	MOHAMMAD HASHEMI	P.O. BOX 9328	FOUNTAIN VALLEY	CA	92728
627-141-05	BUCKSKIN DRIVE 24891	CODY GLENN	24891 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-141-12	MUSTANG DRIVE 24971	THOMAS REILLY	24971 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-141-13	MUSTANG DRIVE 24981	HODGES HARALSON	24981 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-151-02	SADDLEHORN LANE 26561	JEFFREY L OTTMAN	26561 SADDLEHORN LANE	LAGUNA HILLS	CA	92653
627-151-07	BUCKBOARD LANE 24851	BARKER FREDERICK & SHUE S TRUST	24851 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-151-08	BUCKBOARD LANE 24861	ELIZABETH RITZ	24861 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-01	BUCKSKIN DRIVE 24831	MAJID BABAZADEH TRUST	24831 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-152-02	BUCKSKIN DRIVE 24811	ALI SAMHAT	24811 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-152-03	BUCKBOARD LANE 24792	FRANCO JOSE A & AMALIA H F/TR	24792 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-04	BUCKBOARD LANE 24802	JASON FLEMING	24802 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-05	BUCKBOARD LANE 24812	DONALD OHLIG	24812 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-07	BUCKBOARD LANE 24832	KAZUHITO TAKAGI	24832 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-161-01	STETSON PLACE 26641	LAWRENCE R JONES	26641 STETSON PLACE	LAGUNA HILLS	CA	92653
627-162-01	STETSON PLACE 26642	ANDY HENG-SHIUNG LEE	26642 STETSON PLACE	LAGUNA HILLS	CA	92653
627-163-02	BUCKBOARD LANE 24862	GERARD J PAPA	24862 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-163-04	BUCKBOARD LANE 24882	CHARLES VAN DRUFF	24882 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-163-09	BUCKBOARD LANE 24972	RICHARD SUTTON	24972 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-163-11	BUCKBOARD LANE 25002	DAREN RHOADES	25002 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-172-02	BUCKSKIN DRIVE 24912	DARA ALBOUYEH	24912 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-172-05	SADDLEHORN LANE 26542	ROBERT SLOAN	26542 SADDLEHORN LANE	LAGUNA HILLS	CA	92653
627-172-06	SADDLEHORN LANE 26552	SADDLEHORN LANE LLC	PO BOX 892641	TEMECULA	CA	92586
627-172-07	SADDLEHORN LANE 26562	RAY YUE KWANG YANG	3490 OYSTER BAY AVENUE	DAVIS	CA	95616

Attachment: 2021 Weed Abatement List (2397 : 2021 Weed Abatement Program)

2021 WEED ABATEMENT LIST

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-172-12	STETSON PLACE 26561	PARKER TIMOTHY J & L A TRUST	26561 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-13	STETSON PLACE 26562	DONALD SMITH	P.O. BOX 3077	LAGUNA HILLS	CA	92654
627-172-14	STETSON PLACE 26566	SWEET OLIVE SEED LLC	27592 DAISYFIELD DRIVE	LAGUNA NIGUEL	CA	92677
627-172-15	STETSON PLACE 26576	JOSEPH LONG	26576 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-16	STETSON PLACE 26592	TIMOTHY WELCH	26592 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-17	STETSON PLACE 26602	RONALD GALONSKY	26602 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-18	STETSON PLACE 26622	GERALD BREWER	26622 STETSON PLACE	LAGUNA HILLS	CA	92653
627-181-02	BUCKSKIN DRIVE 25071	LINDA PIANTA	25051 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-181-03	BUCKSKIN DRIVE 25051	DOUGLAS NILSEN	25051 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-182-01	BUCKSKIN DRIVE 24982	2000 ANDY KITTS FAMILY TRUST	24982 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-182-02	BUCKSKIN DRIVE 24992	SHEETZ CURTIS & JILL TRUST	24992 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-182-08	SILVER SADDLE LANE 26481	DANG FAMILY TRUST	17150 EUCLID STREET, STE. 100	FOUNTAIN VALLEY	CA	92708
627-183-01	SILVER SADDLE LANE 26492	DUNAEV A & I LIVING TRUST	26492 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-183-02	SILVER SADDLE LANE 26482	LAST KIRK & IVY LIVING TRUST	26482 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-183-03	SILVER SADDLE LANE 26462	PAUL STANISLAW	26462 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-183-12	BROKEN BIT LANE 26481	PALMER FAMILY TRUST	26481 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-183-13	BROKEN BIT LANE 26501	CARL STILSON	26501 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-191-02	BUCKSKIN DRIVE 25211	AISA PROPERTIES LLC	25211 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-191-03	BUCKSKIN DRIVE 25231	GLENN LEW	25231 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-191-08	SORRELL PLACE 26351	ENGELN LIVING TRUST 2007	26351 SORRELL PLACE	LAGUNA HILLS	CA	92653
627-192-06	BROKEN BIT LANE 26412	TOVEY DAVID & S FAMILY TRUST	26412 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-192-07	BROKEN BIT LANE 26432	THEODORE MARAVICH	1842 SANTIAGO DRIVE	NEWPORT BEACH	CA	92660
627-192-08	BROKEN BIT LANE 26452	BELLVIEW MANAGEMENT LTD	26452 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-201-01	SILVER SADDLE LANE 26491	JAMES HAYNES	26491 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-201-03	SILVER SADDLE LANE 26502	RWS SEPARATE PROPERTY TRUST	26502 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-201-08	BROKEN BIT LANE 26532	ECKHART FAMILY TRUST	26532 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-201-09	BROKEN BIT LANE 26542	SAVAGE FAMILY 2010 TRUST	26542 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-201-11	BUCKBOARD LANE 25161	DAVID GIBSON	25161 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-201-12	BUCKBOARD LANE 25151	SIRAGUSA JOHN R & G M TRUST	25151 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-201-13	BUCKBOARD LANE 25145	MARK GALLUZZO	25145 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-01	BUCKBOARD LANE 25141	CAROLINE TRAN	25141 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-02	BUCKBOARD LANE 25131	ARTHUR B CORISH	25131 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-03	BUCKBOARD LANE 25111	MUDD FAMILY TRUST	25111 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-04	BUCKBOARD LANE 25091	PAUL WILLIAMS	25091 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-03	BUCKBOARD LANE 25072	ALAN SPALDING	25072 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-04	BUCKBOARD LANE 25092	WAQAR HAIDER	25092 BUCKBOARD LANE	LAGUNA HILLS	CA	92660
627-212-05	BUCKBOARD LANE 25102	RICARDO DAVALOS	25102 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-06	BUCKBOARD LANE 25122	MACGILLIVRAY FAMILY TRUST	25122 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-07	BUCKBOARD LANE 25132	FELLERS LIVING TRUST	25132 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-08	BUCKBOARD LANE 25136	CARL JEDNORALSKI	25136 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-231-04	DAPPLE GREY DRIVE 26531	CHARLES FULLER	26531 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-231-08	DAPPLE GREY DRIVE 26611	GREGORY MOORE	26611 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-231-09	DAPPLE GREY DRIVE 26631	KEIM JEWELL	26631 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-01	DAPPLE GREY DRIVE 26632	THOMAS W FARR	26632 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-02	DAPPLE GREY DRIVE 26602	STEPHEN DAVIS	26602 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-04	DAPPLE GREY DRIVE 26552	SCOTT CONNELLA	26552 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-06	DAPPLE GREY DRIVE 26512	SCOTT WIRTH	26512 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-241-01	CHAPARRAL PLACE 26411	AMA INVESTORS LLC	103 GITANO	IRVINE	CA	92618
627-241-02	CHAPARRAL PLACE 26421	KU-JUEY CHANG	26421 CHAPARRAL PLACE	LAGUNA HILLS	CA	92653
627-242-04	DAPPLE GREY DRIVE 26422	ACACIA HOMES LLC	1942 DERBY DRIVE	NORTH TUSTIN	CA	92705
627-242-05	DAPPLE GREY DRIVE 26432	MARK SCHEELE	26432 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-242-06	DAPPLE GREY DRIVE 26452	KENNETH DOLL	26452 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-251-02	WILD VIEW TERRACE 26502	NORDSTROM LIVING TRUST	26502 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-03	WILD VIEW TERRACE 26512	GREGORY MAKIN	26512 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-04	WILD VIEW TERRACE 26522	ANTHONY L. GULLIFER	26522 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-05	WILD VIEW TERRACE 26532	MEHDI MOTADI FAMILY TRUST	25921 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-251-06	WILD VIEW TERRACE 26542	TRIO REALTY INC	24422 AVENIDA DE LA CARLOTA STE 2	LAGUNA HILLS	CA	92653
627-251-07	WILD VIEW TERRACE 26552	RICHARD RUSSELL	26552 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-08	WILD VIEW TERRACE 26551	HART FAMILY TRUST	26551 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-09	WILD VIEW TERRACE 26541	BLATTENBERG FAMILY TRUST	26541 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-281-02	RANGEWOOD ROAD 25481	SOTO RONALD R & J C 1992 TRUST	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-281-03	RANGEWOOD ROAD 25491	CHESTER REYNOLDS	25491 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-04	RANGEWOOD ROAD 25511	ARMOUR KW SEPARATE PROP TRUST	25511 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-05	RANGEWOOD ROAD 25521	RANDALL WHITE	25521 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-06	RANGEWOOD ROAD 25541	SAMUEL BARTON	50905 AVENIDA BERMUDAS	LA QUINTA	CA	92253
627-281-07	RANGEWOOD ROAD 25551	AHMAD-MAHER MOUBAYED	25551 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-10	RANGEWOOD ROAD 25631	GENE WEINMEISTER	25631 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-11	RANGEWOOD ROAD 25661	VINCENT G DI PROFIO	P. O. BOX 50698	IRVINE	CA	92618
627-282-08	RANGEWOOD ROAD 25572	KATHERINE LANE ANGEL	25572 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-282-10	RANGEWOOD ROAD 25592	THOMAS FERLAUTO	25592 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-282-11	RANGEWOOD ROAD 25612	ELIZABETH VIGEN	25612 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-282-14	RANGEWOOD ROAD 25642	DAVID MAC DONALD	25642 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-291-02	NELLIE GAIL ROAD 25801	JAMES SEAT	25801 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-291-04	SHERIFF ROAD 25841	VITUS CHOW	25841 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-05	SHERIFF ROAD 25851	GEORGE CECIL FRASER	25851 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-06	SHERIFF ROAD 25871	QUINTON DOWELL	25871 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-07	SHERIFF ROAD 25881	RICHARD LANDERS	25881 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-08	SHERIFF ROAD 25901	ALLISON MURILLO	25901 SHERIFF ROAD	LAGUNA HILLS	CA	92653

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-291-09	SHERIFF ROAD 25921	HENRY PEPPER	25921 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-301-01	SHERIFF ROAD 25931	M G SEPARATE PROP TR WILDGOOSE	25411 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-301-02	SHERIFF ROAD 25941	DANIEL BUSHNER	25941 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-301-03	SHERIFF ROAD 25951	CHEN JIM & TINA TRUST	25951 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-301-12	BUCKLESTONE COURT 25731	CHRISTINA AKMAKIAN	25731 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653
627-301-14	BUCKLESTONE COURT 25732	WALTHER BACA	25732 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653
627-301-15	BUCKLESTONE COURT 25742	ROBERT LENZ	25742 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653
627-311-02	NELLIE GAIL ROAD 26071	ROSARIA ELEANOR DEL	24821 ARGUS DRIVE	MISSION VIEJO	CA	92691
627-321-01	NELLIE GAIL ROAD 25791	RYAN PERMEH	25791 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-321-03	NELLIE GAIL ROAD 25761	DENNIS W. BLOUGH	25761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-321-04	NELLEI GAIL ROAD 25741	SHERYLE ULYATE	25741 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-321-05	NELLIE GAIL ROAD 25731	GAINMORE LLC	949 S COAST DRIVE STE. 550	COSTA MESA	CA	92626
627-321-06	NELLIE GAIL ROAD 25721	WILLIAM AKRAWI	25721 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-322-14	NELLIE GAIL ROAD 25792	AALAP SHAH	25792 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-322-27	PRAIRESTONE DRIVE 25891	YERKE THOMAS W TR	25891 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-331-01	GALLUP CIRCLE 25511	SONG KIM	25511 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-331-03	GALLUP CIRCLE 25525	NAHMIA SHERRY TRUST	25525 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-331-07	NELLIE GAIL ROAD 25671	RICK ERAM	25671 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-331-08	NELLIE GAIL ROAD 25681	RAEHEL SKINNER	25681 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-331-09	NELLIE GAIL ROAD 25691	DANIEL COUNTS	5 THORNBIRD	ALISO VIEJO	CA	92656
627-332-04	NELLIE GAIL ROAD 25682	JOSEPH CHUNG-FU CHENG	25682 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-332-08	PRAIRESTONE DRIVE 25762	FURLONG FAMILY TRUST	25762 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-341-02	PECOS ROAD 25766	FARJAMRAD BABAK	25766 PECOS ROAD	LAGUNA HILLS	CA	92653
627-341-04	PECOS ROAD 25792	CHARLES K RHEE	25792 PECOS ROAD	LAGUNA HILLS	CA	92653
627-341-06	PECOS ROAD 25832	JOHN E STONER	25832 PECOS ROAD	LAGUNA HILLS	CA	92653
627-343-01	PRAIRESTONE DRIVE 25901	GOMROKI FAMILY TRUST	25901 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-344-02	HITCHING RAIL ROAD 25942	YOUNGA SEO	25942 HITCHING RAIL	LAGUNA HILLS	CA	92653
627-344-03	SPUR BRANCH LANE 26032	JOSEPH HUANG	30611 RUE LANGLOIS	RANCHO PALOS VERDES	CA	90271
627-351-02	WATERWHEEL PLACE 26072	RAYMOND M SHISHIDO	26072 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653
627-351-03	WATERWHEEL PLACE 26076	RUVEN SCHACHROR	26076 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653
627-351-07	SPUR BRANCH LANE 26052	PATRICIA LALAIA	26052 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-351-09	SPUR BRANCH LANE 26072	BERNARD GIRMA	26072 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-351-10	SPUR BRANCH LANE 26062	MARGETIC S & M LIVING TRUST	26062 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-361-03	SPUR BRANCH LANE 26092	SOHRAB BARKHORDAR	26091 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-361-05	SPUR BRANCH LANE 26131	JAMES W STRYKER	26131 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-362-02	SPUR BRANCH LANE 26102	ROBERT BETTEY	26102 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-362-03	SPUR BRANCH LANE 26122	MOTAMED FAMILY TRUST	26122 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-362-04	SPUR BRANCH LANE 26132	LAGUNA HOLDINGS LLC	P.O. BOX 36616	LOS ANGELES	CA	90036
627-362-05	SPUR BRANCH LANE 26142	JOSEPH LEE	26 CREST TERRACE	IRVINE	CA	92603
627-372-08	RICH SPRING CIRCLE 25901	JAMES CAHILL	25901 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653
627-372-09	RICH SPRING CIRCLE 25902	CHRISTOPHER WILLMER	25902 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653
627-372-12	HITCHING RAIL ROAD 26171	PLUIMER FAMILY TRUST	26171 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-13	HITCHING RAIL ROAD 26191	COLLINS FAMILY TRUST	26191 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-14	HITCHING RAIL ROAD 26201	MICHAEL W MAYFIELD	26201 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-15	HITCHING RAIL ROAD 26211	GIANNIS GAITANIS	26211 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-16	HITCHING RAIL ROAD 26221	IRA MARCUS	26221 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-381-02	HITCHING RAIL ROAD 26212	CHRISTOPHER VARGA	26212 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-381-07	SPUR BRANCH LANE 26152	MCGOWEN-HOUGHTON J M TRUST	26152 SPUR BRANCH	LAGUNA HILLS	CA	92653
627-401-01	GALLUP CIRCLE 25435	RONALD RICHARD SOTO	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-02	GALLUP CIRCLE 25421	EVAN G GOST	25421 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-03	GALLUP CIRCLE 25411	MARTIN WILDGOOSE	25411 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-04	GALLUP CIRCLE 25391	RANDALL LUNN	25391 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-05	GALLUP CIRCLE 25385	CLARENCE HAUSCHILD	25385 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-402-03	BOOTSTRAP PLACE 25472	DONALD MC MULLIN	25472 BOOTSTRAP PLACE	LAGUNA HILLS	CA	92653
627-402-09	GALLUP CIRCLE 25422	BARKER NEIL A & TERRY TRUST	4 TERRA VISTA COURT	RANCHO MIRAGE	CA	92270
627-402-13	BOOTSTRAP PLACE 25471	6 HAWKS FAMILY TRUST	25481 BOOTSTRAP PLACE	LAGUNA HILLS	CA	92653
627-411-07	GALLUP CIRCLE 25294	K BUCKLEY	25294 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-412-07	GALLUP CIRCLE 25311	FORKH YVONNE HAROUN EL	25311 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-422-06	RED CORRAL ROAD 26116	VAN RHEBECK	26116 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-431-05	POKER FLATS PLACE 25961	RAMIN TAYANI	25961 POKER FLATS PLACE	LAGUNA HILLS	CA	92653
627-431-15	RED CORRAL ROAD 26035	WILLIAM JUI	26035 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-431-16	RED CORRAL ROAD 26041	DONALD FISK	25072 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-431-17	RED CORRAL ROAD 26045	JUNG JA SUNG	26045 FLINTLOCK LN	LAGUNA HILLS	CA	92653
627-431-21	RED CORRAL ROAD 26065	GARY MOREAU	26065 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-431-22	RED CORRAL ROAD 26071	VAN HOANG	26071 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-432-07	RED CORRAL ROAD 26012	ANIA SLIHEET	26012 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-441-02	FLINTLOCK LANE 26022	DAVID YOMTOOB	26022 FLINTLOCK LANE	LAGUNA HILLS	CA	92653
627-451-06	FLINTLOCK LANE 26062	FISCHER FAMILY TRUST	26062 FLINTLOCK LANE	LAGUNA HILLS	CA	92653
627-451-16	GLEN CANYON DRIVE 26091	GARY BELLEN	26091 GLEN CANYON DRIVE	LAGUNA HILLS	CA	92653
627-452-02	GLEN CANYON DRIVE 25972	ALYANAKIAN FAMILY TRUST	25972 GLEN CANYON DRIVE	LAGUNA HILLS	CA	92653
627-452-06	HIGHPLAINS TERRACE 25725	JOHN A TAYLOR	25725 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-01	HIGHPLAINS TERRACE 25751	EDWARD JOSEPH MESCHER	25751 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-02	HIGHPLAINS TERRACE 25761	HAMID HOJATI	25761 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-03	HIGHPLAINS TERRACE 25771	ALEXANDER BONAKDAR	25771 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-04	HIGHPLAINS TERRACE 25781	ANTHONY LEVATINO	25781 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-12	OROVILLE PLACE 26126	BERNARD SJAUTA	26126 OROVILLE PLACE	LAGUNA HILLS	CA	92653
627-461-13	OROVILLE PLACE 26132	HSD KENSINGTON APTS	23361 EL TORO RD, SUITE 202	LAKE FOREST	CA	92630
627-461-14	OROVILLE PLACE 26152	JASON GLICKSMAN	26152 OROVILLE PLACE	LAGUNA HILLS	CA	92653

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-461-16	OROVILLE PLACE 26182	BRUCE S L QUALIFIED PERSONAL R	26182 OROVILLE PLACE	LAGUNA HILLS	CA	92653
627-463-03	OROVILLE PLACE 26155	JAGTINDER DANG	17150 EUCLID STREET, STE. 101	FOUNTAIN VALLEY	CA	92708
627-463-04	OROVILLE PLACE 26171	BONUTTO J & T TRUST	26171 OROVILLE PLACE	LAGUNA HILLS	CA	92653
627-463-05	MOUNT DIABLO ROAD 26172	SUTTON FAMILY TRUST	26172 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-463-06	MOUNT DIABLO ROAD 26152	JASON LEVIN	26152 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-471-05	MOUNT DIABLO ROAD 26251	WAYNE LEE	26251 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-06	MOUNT DIABLO ROAD 26212	ALIREZA ZOLFAGHARI	26212 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-07	MOUNT DIABLO ROAD 26222	MIZBAN BEHROUZ 2019 TRUST	26222 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-09	MOUNT DIABLO ROAD 26246	GAGIK OGANESYAN	26246 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-14	OROVILLE PLACE 26192	THEO HOLDINGS	8251 WESTMINSTER BLVD STE. 205	WESTMINSTER	CA	92683
627-482-01	SADDLE ROCK PLACE 25512	JOHN GIBSON	27068 LA PAZ RD	ALISO VIEJO	CA	92656
627-482-02	SADDLE ROCK PLACE 25532	ROBERT HAUGAN	25532 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653
627-482-03	SADDLE ROCK PLACE 25552	FRATUS FAMILY TRUST	25552 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653
627-491-09	HOUSTON TRAIL 26442	CRAIG W NICKOLOFF	168 CRESCENT BAY DRIVE	LAGUNA BEACH	CA	92653
627-491-11	HOUSTON TRAIL 26411	FREDERICK RUTH	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653
627-491-12	HOUSTON TRAIL 26401	STEVEN CERVANTES	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653
627-511-01	MUSTANG DRIVE 25092	DIANE FORTNEY TRUST	25092 MUSTANG TRAIL	LAGUNA HILLS	CA	92653
627-511-05	MUSTANG DRIVE 25162	KAMRAN HERAVI	25162 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-511-08	MUSTANG DRIVE 25212	WINEGARD PATRICK & M A TRUST	25212 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-511-10	MUSTANG DRIVE 25252	ARTHUR ASTORINO	25252 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-511-11	MUSTANG DRIVE 25272	TIMOTHY EDRINGTON	25272 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-521-02	GALLUP CIRCLE 25282	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DRIVE	LAGUNA HILLS	CA	92653
627-551-02	BRADFORD LANE 25651	ROBERT WHEELER	25651 BRADFORD LANE	LAGUNA HILLS	CA	92653
627-551-03	BRADFORD LANE 25641	THOMAS LUDEMA	25641 BRADFORD LANE	LAGUNA HILLS	CA	92653
627-561-05	STRATFORD PLACE 25601	MICHAEL MADLENER	25601 STRATFORD PLACE	LAGUNA HILLS	CA	92653
627-561-06	STRATFORD PLACE 25602	MOHAMED ELATROZY	25602 STRATFORD PLACE	LAGUNA HILLS	CA	92653
627-561-17	HARRINGTON COURT 25541	UPAINDER BAJAJ	25541 HARRINGTON COURT	LAGUNA HILLS	CA	92653
627-561-18	HARRINGTON COURT 25542	EDWARD L WISEMAN	25542 HARRINGTON COURT	LAGUNA HILLS	CA	92653
627-561-19	HARRINGTON COURT 25552	JOSEPH E WEISZ	25552 HARRINGTON COURT	LAGUNA HILLS	CA	92653
627-571-01	NOTTINGHAM COURT 25425	ANTHONY GRILLI	25425 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-02	NOTTINGHAM COURT 25441	JENNIFER STEVENS	25441 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-03	NOTTINGHAM COURT 25461	RAYMOND A SIMONCELLI	25461 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-04	NOTTINGHAM COURT 25481	DARYLL MILLIOT	25481 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-05	NOTTINGHAM COURT 25505	RICHARD M KIRAL	25505 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-06	NOTTINGHAM COURT 25515	MARK KORNEGAY	25515 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-07	NOTTINGHAM COURT 25545	BRIAN FREDETTE	25545 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-02	NOTTINGHAM COURT 25422	JOHN ARMSTRONG	25422 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-03	NOTTINGHAM COURT 25432	SOHAIL NAKHAIE	25432 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-04	NOTTINGHAM COURT 25442	JOHN J ABBATE	25442 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-05	NOTTINGHAM COURT 25462	CHRISTINE WILLETT	25462 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-06	NOTTINGHAM COURT 25472	HAWLEY JAMES & SUSAN FAM TRUST	25472 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-16	NOTTINGHAM COURT 25572	JOSEPH RUMI	25572 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-661-37	HILLSIDE OPEN SPACE	MOULTON RANCH III	2603 MAIN STREET STE. 500	IRVINE	CA	92614
627-671-01	HILLSIDE OPEN SPACE	MOULTON RANCH III	2603 MAIN STREET STE. 500	IRVINE	CA	92614
627-711-03	HILLSIDE OPEN SPACE	MOULTON RANCH III HOA	2603 MAIN STREET STE. 500	IRVINE	CA	92614
634-131-10	HILLSIDE SLOPE NORTH SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653
634-131-12	HILLSIDE SLOPE NORTHEAST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653
634-131-14	HILLSIDE SLOPE WEST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653
634-131-23	ALICIA CREEK	ALICIA CREEK TRUST	600 B ST. SUITE 700	SAN DIEGO	CA	92614
636-061-14	BEHIND WESTRIDGE	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653
636-091-02	DEPUTY CIRCLE 27602	DAVID HOLLANDER	27602 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-03	DEPUTY CIRCLE 27592	HAMID AHWAZI	27592 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-04	DEPUTY CIRCLE 27572	BRADLEY KAYS	27572 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-05	DEPUTY CIRCLE 27566	BEKAM MANDANA S LIVING TRUST	27566 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-06	DEPUTY CIRCLE 27562	THUY TANG	27562 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-07	DILLON ROAD 25746	DOUGLAS E CASEY	25746 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-08	DILLON ROAD 25752	FELIPE ANGEL F ANGEL SEP P	24881 ALICIA PKWY E337	LAGUNA HILLS	CA	92653
636-091-09	DILLON ROAD 25762	COLBERT W C & M W M JOINT L/TR	25762 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-10	DILLON ROAD 25772	KHALED OBEID	25772 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-11	DILLON ROAD 25782	GREG BROWN	25782 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-13	DILLON ROAD 25795	ROSALVA GARCIA	25795 DILLION ROAD	LAGUNA HILLS	CA	92653
636-091-14	DILLON ROAD 25791	ROSALVA GARCIA	25791 DILLION ROAD	LAGUNA HILLS	CA	92653
636-091-15	DILLON ROAD 25781	EDWARD CASTILLO	25781 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-16	DILLON ROAD 25771	KUBA FAMILY TRUST	25771 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-17	DILLON ROAD 25761	MICAH EL GARNREITER	25761 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-18	DILLON ROAD 25751	STAPLES LIVING TRUST	25751 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-20	DEPUTY CIRCLE 27622	JASON TUNCHIEH HSU	27622 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-111-01	BOOTHILL COURT 27501	MICHAEL SMITH	27501 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-111-02	BOOTHILL COURT 27511	LESLIE THOMAS	27511 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-111-03	BOOTHILL COURT 27521	EILEEN GARRIGAN	27521 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-111-04	BOOTHILL COURT 27541	KYLE R TOLLY	27541 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-123-02	PINTO COURT 25671	JOSEPH W FAVELA	25671 PINTO COURT	LAGUNA HILLS	CA	92653
636-132-01	SUNDOWNER DRIVE 27192	MARK CHAU	27192 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92653
636-132-02	SUNDOWNER DRIVE 27212	SHIRLEY TANNER-HARRISON-AYERS	27212 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92653
636-132-05	RAPID FALLS ROAD 25901	RUDY LEKARCZYK	25901 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653
636-132-06	RAPID FALLS ROAD 25911	NEVILLE JE HARAJAH	25911 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653
636-132-08	RAPID FALLS ROAD 25941	DODGE FAMILY TRUST	25941 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653
636-141-04	RODEO CIRCLE 25496	ADAM KARR	25496 RODEO CIRCLE	LAGUNA HILLS	CA	92653

Attachment: 2021 Weed Abatement List (2397 : 2021 Weed Abatement Program)

2021 WEED ABATEMENT LIST

4/6/2021 Pa

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
636-141-05	RODEO CIRCLE 25502	WINKLER LIVING TRUST	32932 PACIFIC COAST HWY 14-487	DANA POINT	CA	92629
636-141-07	RODEO CIRCLE 25495	SHIDEH DINANI	25495 RODEO DRIVE	LAGUNA HILLS	CA	92653
636-141-20	LOST TRAIL DRIVE 27565	PAULA LUIZ DE	27565 LOST TRAIL DRIVE	LAGUNA HILLS	CA	92653
636-151-04	LONE PINE CIRCLE 25532	MEHMET H OSGUR FAMILY TRUST	25532 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653
636-151-05	LONE PINE CIRCLE 25531	CARPENTER FAMILY TRUST	25531 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653
636-151-06	LONE PINE CIRCLE 25515	BLACKBURN FAMILY TRUST	25515 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653
636-151-08	LONE PINE CIRCLE 25501	HONGGIN TANG	20 BRANDING IRON	IRVINE	CA	92602
636-171-04	STAGEWOOD COURT 27205	ROBERT KARR	27205 STAGEWOOD COURT	LAGUNA HILLS	CA	92653
636-171-05	STAGEWOOD COURT 27206	GREGORY LOUCHART	27206 STAGEWOOD COURT	LAGUNA HILLS	CA	92653
636-171-08	STAGELINE DRIVE 25241	ALI TAVAKOLI	25241 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-09	STAGELINE DRIVE 25261	LOWRIE FAMILY TRUST	25261 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-10	STAGELINE DRIVE 25291	RICHARD CALANDRO	P.O. BOX 3045	LAGUNA HILLS	CA	92654
636-171-11	STAGELINE DRIVE 25321	LAURENCE ROBERTS	25321 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-12	STAGELINE DRIVE 25341	GEORGE N HAYEK	25341 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-13	STAGELINE DRIVE 25355	STANFIELD FAMILY TRUST	25355 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-14	STAGELINE DRIVE 25361	THOMAS TAYLOR	25361 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-182-04	STAGELINE DRIVE 25151	STEELE D W & P R TRUST	25151 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-182-05	STAGELINE DRIVE 25171	SAHIRAD MODARRES TRUST	25171 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-183-05	STAGELINE DRIVE 25182	RANDALL S SUCAMELE	25182 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-211-05	DEPUTY CIRCLE 27702	SAMUEL LA ROSA	8271 W. ARGYLE STREET	NORRIDGE	IL	60706
636-321-04	WESTRIDGE LANE 27172	MAYBELYN PETTYJOHN	27172 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-05	WESTRIDGE LANE 27182	JOSEPH BYBEL	27182 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-07	WESTRIDGE LANE 27212	RAVLICH A & P LIVING TRUST	27212 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-08	WESTRIDGE LANE 27226	HARBAHAR D FAMILY TRUS TEJWANI	24461 MANDEVILLE DRIVE	LAGUNA HILLS	CA	92653
636-321-09	WESTRIDGE LANE 27236	MIN-YING TSENG	27236 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-11	WESTRIDGE LANE 27266	ANDREW ALLEN	27266 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-12	WESTRIDGE LANE 27282	27282 WESTRIDGE LLC	27282 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-13	WESTRIDGE LANE 27292	DENHAM TRUST	27292 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-15	SANDRIDGE CIRCLE 24961	GREGORY LARSEN	24961 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653
636-321-16	SANDRIDGE CIRCLE 24971	FONG FU CHANG	24971 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653
636-321-17	SANDRIDGE CIRCLE 24972	IMAN TOHIDIAN	56 SHADY LANE	IRVINE	CA	92603
636-331-02	LOST COLT DRIVE 27341	HUGO R DOMINGUEZ	27341 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
636-331-03	LOST COLT DRIVE 27371	ALAVY FAMILY LIVING TRUST	27371 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
636-332-09	MAVERICK CIRCLE 27472	STEVEN MC COMAS	27472 MAVERICK CIRCLE	LAGUNA HILLS	CA	92653
636-341-08	DERBYHILL DRIVE 25322	ROSHAN MOMTAZ SHENASI	25322 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-09	DERBYHILL DRIVE 25302	DAVID P REED FAMILY TRUST	25302 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-10	DERBYHILL DRIVE 25282	RICHARD ROBERTS	25282 DERBY HILL DRIVE	LAGUNA HILLS	CA	92653
636-341-11	DERBYHILL DRIVE 25272	CHARLES GRANVILLE	25272 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-12	DERBYHILL DRIVE 25252	CHRISTOPHER LAWSON	25252 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-13	DERBYHILL DRIVE 25242	HAYZER MICHAEL & NANCY TRUST	25242 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-15	DERBYHILL DRIVE 25212	KHALILI FAMILY TRUST	28201 TINAJO	MISSION VIEJO	CA	92692
636-341-16	DERBYHILL DRIVE 25201	HANSON FAMILY TRUST	25201 DERBY HILL DRIVE	LAGUNA HILLS	CA	92653
636-341-27	DERBYHILL DRIVE 25391	GILLET KENNETH M & K A TRUST	25391 DERBYHILL DRIVE	LAGUNA HILLS	CA	92692
636-341-51	DERBYHILL DRIVE 25342	MICHAEL TIDUS	25342 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-342-02	HIDDEN TRAIL ROAD 27462	DAVID HAMZEE	1540 S LYSON STREET	SANTA ANA	CA	92704
636-342-03	HIDDEN TRAIL ROAD 27472	ALI MIRHOSSEINI	27472 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-342-04	HIDDEN TRAIL ROAD 27492	RASHTCHI FAMILY TRUST	27492 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-342-05	HIDDEN TRAIL ROAD 27502	SALEEM S NABER	2809 ALTIVO PLACE	FULLERTON	CA	92831
636-351-04	ROCKRIDGE ROAD 25142	VIEJO PETROLEUM	P.O. BOX 3989	MISSION VIEJO	CA	92690
636-351-09	ROCKRIDGE ROAD 25191	GEORGE Y HUANG	18 SAIL VIS	NEWPORT BEACH	CA	92657
636-351-10	ROCKRIDGE ROAD 25211	GEORGE Y HUANG	25191 ROCKRIDGE ROAD	LAGUNA HILLS	CA	92653
636-351-19	ABILENE COURT 25282	ARNOLD D. PURISCH	25282 ABILENE COURT	LAGUNA HILLS	CA	92653
636-351-20	ABILENE COURT 25281	SPELLENS FAMILY TRUST	25281 ABILENE COURT	LAGUNA HILLS	CA	92653
636-351-21	ABILENE COURT 25291	ABILENE COURT RESIDENCE LLC	28241 CROWN VALLEY PARKWAY, STE. F	LAGUNA NIGUEL	CA	92677
636-351-22	ABILENE COURT 25311	E SCOTT MEDLING	25311 ABILENE COURT	LAGUNA HILLS	CA	92653
636-361-02	FARGO ROAD 27605	BRETT JOHNSON	27605 FARGO ROAD	LAGUNA HILLS	CA	92653
636-361-03	FARGO ROAD 27621	MEHDI KOHNECHI	27621 FARGO ROAD	LAGUNA HILLS	CA	92653
636-361-05	FARGO ROAD 27662	FARHAD TAVASSOL	21 WYNDHAM STREET	LADERA RANCH	CA	92694
636-371-08	GOLD DUST LANE 27642	ROBERT DOERFLER	27642 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-372-04	GOLD DUST LANE 27611	CARL SAMUEL	27611 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-372-06	GOLD DUST LANE 27641	VOGT-LOWELL RYAN & SARA F/TR	27641 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-381-01	HIDDEN TRAIL ROAD 27662	SAMUEL L WONG	27662 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-02	HIDDEN TRAIL ROAD 27672	CARL CHIMES	27672 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-04	HIDDEN TRAIL ROAD 27712	MARK BURKHARDT	27712 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-05	HIDDEN TRAIL ROAD 27742	MAHI PASHA	27742 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-09	GOLD DUST LANE 27701	KYUNG HWANG	27701 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-381-11	GOLD DUST LANE 27671	HOUSHANG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-391-02	GOLD DUST LANE 27682	OLSON TRUST	27682 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-391-07	HIDDEN TRAIL ROAD 27792	GUSTAVO GUERRERO	27792 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-391-11	GREENFIELD DRIVE 27692	TZE KIN IP	27692 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653
636-391-15	GREENFIELD DRIVE 27752	PSG CAPITAL PARTNERS INC	16441 SCIENTIFIC, STE. 250	IRVINE	CA	92618
636-391-16	GREENFIELD DRIVE 27766	CAIRA FAMILY TRUST	27766 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653
636-391-17	GREENFIELD DRIVE 27782	SABRINA FERNANDEZ	27782 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653
636-622-60	CORRIDOR	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653

Attachment: 2021 Weed Abatement List (2397 : 2021 Weed Abatement Program)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021
TO: Mayor and Council Members
FROM: Dan Meehan
 Community Services Superintendent
ISSUE: 2021 Laguna Hills Memorial Day 10K, and 5K Event Update

RECOMMENDATION: That the City Council receive and file the report.

SUMMARY:

The 22nd annual City of Laguna Hills Memorial Day 10K and 5K, honoring the USMC Dark Horse Battalion will take place on Monday, May 31, 2021. As the County has moved into the Orange Tier of the State's "Blueprint for a Safer Economy," staff intends to move forward with a modified in-person race event along with a virtual race option. Event registration opened in mid-January 2021 and there are approximately 302 runners registered for the event as of April 6, 2021, as described below:

1. 10K race (in-person) – 124
2. 5K race (in-person) -97
3. 10K/5K race (virtual) – 81

Modifications to the in-person event include the elimination of the start line chute and the assignment of start times to allow for social distancing; the elimination of the beer garden and finish line Expo to prevent gathering; post-race food being individually packaged for each runner; and additional health and safety measures for current COVID-19 protocols. Attached to this report is "Event Info" that Renegade Enterprises has published on the race website¹ which includes COVID-19 safety measures.

¹ <https://www.lagunahillshalfmarathon.com/event-info>

2021 Laguna Hills Memorial Day 10K, and 5K Event Update

April 13, 2021

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As the City Council may recall, a pledge formula was established by which the City may donate \$3 from each paid 5K, 10K, and half marathon registration to the 3/5 Marine Support Committee at the conclusion of the event. The pledge formula for providing continued financial support to the 3/5 Support Committee was established by the City Council at its November 22, 2011, meeting after reviewing several funding options. The donation to the 3/5 Support Committee is formalized with a Community Assistance Funding Resolution each year as a post event action by the City Council. This year's race event pledge will be based on the 5k and 10k race participants only since a half marathon will not be offered.

The 3/5 Marine Support Committee has selected Aiyanna Coleman, an Army veteran, current Navy reservist and wife of prior Grand Marshal Jorge Ortiz to serve as the Grand Marshall for the 2021 event. The 2021 finisher medal honors Women Veterans.

Staff will provide the City Council with a synopsis of the event when the post event report is brought to the City Council in August 2021, which will also include a proposed Community Assistance Funding Resolution for the 3/5 Support Committee donation.

For reference purposes, a map of the race courses is attached to this report (see Attachment b).

The Parks and Recreation Commission was presented with an update report on the race at its April 7, 2021, meeting and supported Staff's intentions to move forward with an in-person race, with modifications, and a virtual option.

FISCAL IMPACT:

The original race budget accounts for event expenditures at \$194,000, which includes the donation to the 3/5 Support Committee. Typical event revenues are approximately \$178,000 which includes both registration and sponsorship revenue. This year, however, due to the elimination of a number of amenities and the half marathon course as a result of the COVID-19 Pandemic, Staff now anticipates event expenses at \$102,750 with revenues for a hybrid in-person/virtual event at \$82,500. The anticipated expense for this year's race also accounts for the 3/5 Support Committee donation which is estimated at \$3,600. The financial loss for this year's event is a community benefit provided by the City and will be absorbed in the City's budget.

2021 Laguna Hills Memorial Day 10K, and 5K Event Update

April 13, 2021

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Based on the City Council approved pledge formula, \$9,051 was provided to the 3/5 Marine Support Committee in 2019 by City Council Resolution for Community Assistance Funding. No community assistance funding was provided to the 3/5 Marine Support Committee in 2020 because the race event was cancelled due to the COVID-19 Pandemic.

ATTACHMENTS:

- Attachment a - Race Info
- Attachment b - Course Maps

Attachment a

Event Info

- There will be a [5K](#) and [10K](#), which you can choose to walk or run.
- We cannot host the traditional half marathon distance or the kids run due to health guidelines and permitting complexities of the longer distance.
- We will have updated health and safety measures for current [COVID-19 protocols](#).
- Capacity will be 50% of historical attendance.
- Participants will be assigned a wave time and it will be a stream start to allow for social distancing. Look for these assignments up to two weeks in advance.
- Bibs will be mailed in advance to limit in-person interaction. Make sure your address is updated and correct. The race will not be liable for incorrect or insufficient addresses. [Contact us](#) with changes by May 10th.
- There is a new course route, which is subject to change. See the website for the new route.
- Bring your own hydration for the course and we will have a water station for participants to refill their own bottles on the 10K course ONLY.
- There will be no expo, beer garden, kids' zone, or finish line/team gathering.
- We will distribute individual packaged servings of bottled water and post-race nutrition at the finish line.
- We will increase the number of post-race shuttles to allow for distancing to get you safely back to your car.
- There will be no bag/gear check.
- If guidelines change, or if we are unable to host an in-person event, all participants will be transferred to the [virtual category](#) automatically.
- Participants can transfer to the [virtual event](#) anytime up until the day before the event. You can do this from [your Active.com account/registration page](#).

*** CITY OF LAGUNA HILLS *** MEMORIAL DAY



★ HONORING THE USMC DARK HORSE BATTALION

START
Memorial Care
Saddleback
Medical

Paseo De Valencia



FINISH

Laguna Hills
Community
Center

**5K
COURSE**

**10K
COURSE**

Laguna Hills Dr

Alicia Parkway

Moulton Parkway

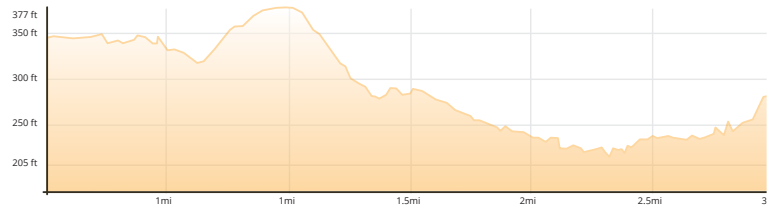
La Paz Rd

73

Pacific Park Dr

5K Course Map

Distance 3.1 miles Elevation gain/loss: 271 ft, -324 ft



10K Course Map

Distance 6.2 miles Elevation gain/loss: 539 ft, -532 ft





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for March 23, 2021, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the March 23, 2021, Regular Meeting.

ATTACHMENTS:

- 210323 PA Minutes

California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, Pursuant to CEQA Guidelines, Section 15301; 2) Award the Contract for El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517, to OCLA Construction & Engineering, Inc., in the low bid amount of \$33,600.00; 3) Waive minor bid irregularities; 4) Reject all other bids; and 5) Authorize the Mayor to sign the construction contract.

Motion to approve staff's recommendation and direct staff to return with more aesthetically pleasing bench options.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member
ABSENT:	Don Sedgwick, Mayor Pro Tempore

4.7 Proposed Consulting Services Agreement with Ralph Andersen & Associates for a Staffing Compensation and Classification Study

Mayor Pezold removed Item No. 4.7 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve the proposed Consulting Services Agreement with Ralph Andersen & Associates for a Compensation and Classification Study and authorize the Interim City Manager to execute the Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member
ABSENT:	Don Sedgwick, Mayor Pro Tempore

5. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:43 p.m.

5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Absent	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

5.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

5.3. APPROVAL OF MINUTES**5.3.1 Approval of Minutes for March 9, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the March 9, 2021, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Agency Member
SECONDER:	Janine Heft, Agency Member
AYES:	Erica Pezold, Chair; Janine Heft, Agency Member, Bill Hunt, Agency Member, Dave Wheeler, Agency Member
ABSENT:	Don Sedgwick, Vice Chair

5.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

5.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Chair Pezold adjourned the Planning Agency Meeting at 7:44 p.m. All Council Members were present in chamber, with the exception of Mayor Pro Tempore Sedgwick.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020 and Conditional Use Permit (CUP) No. 0057-2021, a Request by MLJ Resources, LLC, on Behalf of Healing Hearts Emergency Animal Hospital, Inc., to Establish a 24-Hour Emergency Animal Hospital in an Existing 5,795 Square-Foot Tenant Space Located at 23501 Avenida De La Carlota, Suite D, and a Request to Establish a Joint Parking Use Permit

RECOMMENDATION: That the Planning Agency: 1) Conduct a Public Hearing;

2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities);

3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020, a request by MLJ Resources, LLC, on behalf of Healing Hearts Emergency Animal Hospital, Inc., in cooperation with Acquiport Three Corp, to establish a Joint Parking Use Permit for a 3.3 acre property located at 23501 Avenida de la Carlota and 23452 & 23472 Ridge Route Drive."; and

4) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0057-2021, a request by MLJ Resources, LLC, on behalf of Healing Hearts Emergency Animal Hospital, Inc., to establish a 24-hour emergency animal hospital in an existing 5,795 square foot tenant space located at 23501 Avenida de la Carlota, Suite D."

Healing Hearts 24-Hour Emergency Animal Clinic and Shared Parking

April 13, 2021

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SUMMARY:

MLJ Resources, LLC, on behalf of Healing Hearts Emergency Animal Hospital, Inc., (“Applicant”) is requesting approval of a CUP to establish a 24-hour emergency animal hospital in an existing 5,795 square foot tenant space, located at 23501 Avenida de la Carlota, Suite D. The property is a standalone 3.3-acre parcel that includes 23501 Avenida de la Carlota Suites A - D, 23452 Ridge Route Drive, and 23472 Ridge Route Drive (the “Project Site”). The parcel is considered to be part of The Row shopping center (“Center”). The Center is owned by Acquiport Three Corp (Property Owner), which has authorized the Applicant to apply for the requested entitlements. The Center is unique in that it maintains a retail frontage along Avenida de la Carlota with commercial and “light industrial” uses to the rear. The Center is also bisected in two places by Ridge Route Drive and Commerce Center Drive along Avenida de la Carlota.

To accommodate the use, the Applicant is requesting approval of a Joint Parking Use Permit over the Project Site since existing parking capacity at the Project Site is inadequate for the proposed animal hospital using the City’s standard approach to parking. The Project Site consists of three standalone buildings having a combined total of 46,059 square feet of retail and commercial space divided between six tenant spaces. Staff notes residential uses in the City of Laguna Woods are located approximately 90 feet to the south, and are separated from the Project Site by a 10-foot wall.

The proposed animal hospital will operate 24-hours a day, seven-days a week, providing general and emergency veterinary services for small domestic animals, such as birds, reptiles, dogs, and cats. The proposed animal hospital will be a complementary addition to the retail services offered at The Row as the Center continues to transition away from furniture showrooms to a mix of retail uses and services.

The proposal complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Freeway Commercial designation to provide for medium intensity commercial uses with high visibility and access to Interstate-5. In addition, typical uses allowed include those uses allowed by the Community Commercial designation which consists of general shopping and commercial service needs. The proposed animal hospital use is compatible with the General Plan’s description of the desired uses in the FC zone, which implements the Freeway Commercial land use designation, by providing emergency services for animals, with easy access from the Interstate 5 freeway.

Healing Hearts 24-Hour Emergency Animal Clinic and Shared Parking

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Staff also evaluated the potential for environmental impacts in accordance with the California Environmental Quality Act (CEQA) and determined that the proposed animal hospital and Joint Parking Use Permit, as conditioned, will not result in any significant adverse impacts to the public health, safety, and general welfare. This project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). In addition, staff believes the proposed animal hospital will not adversely affect or be materially detrimental to adjacent uses, that the proposed site is adequate in size and shape to accommodate the animal hospital and integrate it with the Subject Site, and that the proposed animal hospital will comply with all Zoning Code development standards. Given the analysis contained in this report, staff is recommending approval of Conditional Use Permit/Parking Use Permit No. 0042-2020 and Conditional Use Permit No. 0057-2021 subject to the conditions of approval contained within the proposed Resolutions (Attachments a and b).

AUTHORITY:

The proposed animal hospital qualifies as a ‘veterinary clinic’, which the Municipal Code defines as “a place where animals are given medical care and the boarding of animals is limited to short-term care incidental to the hospital use.” (LHMC 9-04.220). LHMC Chapter 9-26 (Table 9-26.020 Freeway Commercial Uses) identifies veterinary clinics as a use allowed in the Freeway Commercial zoning district, subject to an approved CUP. Additionally, LHMC Section 9-56.020 requires all commercial animal facilities, including veterinary clinics, to obtain a CUP. The process the City must follow in reviewing a CUP for the proposed use is found in LHMC Section 9-92.080(C).

The process the City must follow in reviewing a Joint Parking Use Permit is found in LHMC Chapter 9-44 Access and Parking, and LHMC Chapter 9-92 Application Process and Submittal Requirements. LHMC Section 9-44.070 (Joint Use of Parking Facilities) describes how the sharing of parking facilities can be approved, as long as there is sufficient parking for all existing and proposed uses within a site. The Planning Agency has review authority over the CUP/PUP process in accordance with LHMC Section 9-92.030.

Staff recommends approval of the proposal based on the analysis provided in the required findings, as well as the proposal’s consistency with the City’s Zoning Code and General Plan, as conditioned. These findings and conditions are listed and discussed in

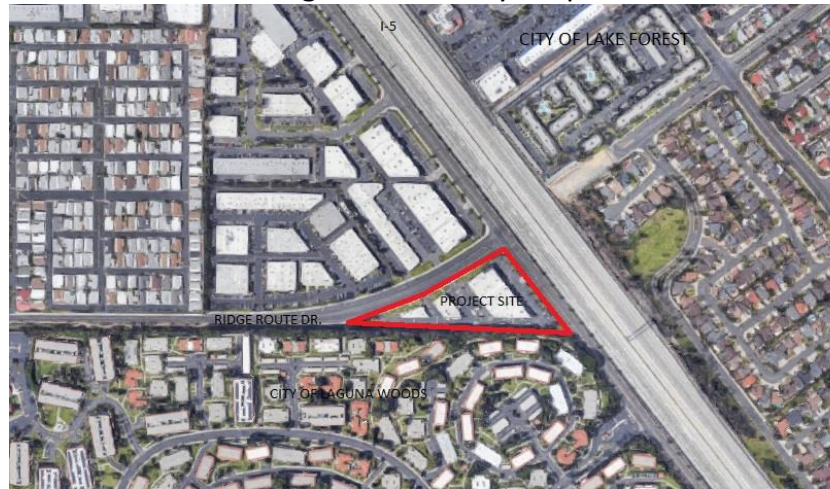
the proposed Resolutions for Conditional Use Permit/Parking Use Permit No. 0042-2020 (Attachment a) and Conditional Use Permit No. 0057-2021 (Attachment b).

BACKGROUND:

The Row was approved by the County of Orange and constructed in the late 1970s. The Center's site layout has remained unchanged from its original approval, and the property maintains coordinated circulation, parking, and landscaping. Previously known as "Furniture Row", the Center consists primarily of furniture showrooms, warehouses, and "light industrial" uses. The Row completed a façade remodel in 2015 beginning a transition away from furniture businesses. Retail and service uses have been added along The Row's Avenida de la Carlota frontage including an indoor trampoline park, fitness uses, a bar/microbrewery, and other general retail businesses, which have broadened the tenant mix. However, within the Center's interior, there still is an abundance of industrial and furniture showroom land uses that utilize office/warehouse style floorplans.

The Center is unique in that it maintains a retail frontage along Avenida de la Carlota with commercial and "light industrial" uses to the rear. The Center is also bisected in two places by Ridge Route Drive and Commerce Center Drive along Avenida de la Carlota. The Project Site is a 3.3-acre parcel located on the southwest corner of Ridge Route Drive and Avenida de la Carlota. The Project Site is improved with three stand-alone buildings (23501 Avenida de la Carlota Suites A - D, 23452 Ridge Route Drive, and 23472 Ridge Route Drive), with a combined total of 46,059 square feet of retail space, divided between six tenant spaces. The uses in the Project Site currently consist of showroom furniture retail sales (Sit-N-Sleep, Chic Homes Furniture, and Cal Interiors), a school supplies store (Lakeshore Equipment), and a custom vehicle accessories business (Gatorwraps). The surrounding area consists of Interstate-5 to the east, residential uses in the City of Laguna Woods to the south, and existing commercial and retail uses to the north and west. Figure 1 below is a vicinity map of the Project Site:

Figure 1- Vicinity Map



PROPOSAL & ANALYSIS:

MLJ Resources, LLC, on behalf of Healing Hearts Emergency Animal Hospital, Inc., (“Applicant”) is requesting approval of a CUP to establish a 24-hour emergency animal hospital in an existing 5,795 square foot tenant space, located at 23501 Avenida de la Carlota, Suite D. To accommodate the use at the Center, the Applicant, on behalf of the Property Owner, is requesting approval of a Joint Parking Use Permit over the property since existing parking capacity at the Project Site is inadequate for the proposed animal hospital using the City’s standard approach to parking. There are currently no 24-hour animal hospitals within the City.

According to the Applicant’s Letter of Justification (Attachment c), the proposed animal hospital will operate 24-hours a day, seven-days a week, providing general and emergency veterinary services for small domestic animals, such as birds, reptiles, dogs, and cats. Based on on-line search results for veterinary businesses in Laguna Hills, the proposed animal hospital will be the only 24-hour emergency animal hospital in the City. The animal hospital will operate by appointment only Monday through Friday, from 8:00 a.m. to 6:00 p.m., performing regular check-ups and non-emergency surgeries. Emergency services will be offered from 6:00 p.m. to 8:00 a.m. Monday through Friday, and available 24-hours a day during the weekend. The facility will have a total staff of up to 30 employees, with a maximum of five licensed veterinarians.

The tenant space will require extensive interior tenant improvements to convert the existing space into a state-of-the-art animal hospital. No exterior improvements are proposed. The proposed floor plan (Attachment d), will consist of offices, an x-ray room, five exam rooms, surgical preparation rooms, two operating rooms, four check-in

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counters, a waiting room, a break room, restrooms with a shower and a sleeping area for the on-call veterinarian.

All business activities of the proposed emergency animal hospital will be conducted entirely indoors (Condition of Approval No. 24 – Attachment b), which complies with requirements for Commercial Animal Facilities in LHMC Section 9-56.020. Condition of Approval No. 23 (Attachment b) has been added to ensure the proposed animal hospital will comply with City's Noise Ordinance (LHMC Chapter 5-24), which prohibits a maximum exterior noise level exceeding 50 dB(A) from 10:00 p.m. to 7:00 a.m. and 55 dB(A) from 7:00 a.m. to 10:00 p.m. to the property line. There is a 90-foot building separation between the proposed location of the animal hospital and residential uses within the City of Laguna Woods. A 10-foot wall and substantial landscape barrier exist between the proposed use and the residences. Since the use will operate entirely indoors as required by Condition of Approval No. 24 (Attachment b), no noise impacts are expected. Exterior noise sources will primarily originate from vehicles entering and leaving the parking area, or from customers and employees entering and exiting the business. These types of noise generating activities already exist on the Project Site and the City has no record of any complaints made concerning the commercial activities on the site.

Since the Applicant will be maintaining medical gas systems on the premises in order to provide animal surgical services, included as part of Condition of Approval No. 20 (Attachment b), the Applicant is required to obtain Orange County Fire Authority approval prior to obtaining a Certificate of Use and Occupancy. Other business operations will entail the need to dispose of animal waste, which will be through standard commercial trash service. Animals that expire will be taken off site by a third-party service. The proposed animal hospital will not include animal boarding, animal daycare, or pet grooming. However, Condition of Approval No. 25 (Attachment b) provides for animal boarding for the purpose of allowing recuperative care as a result of veterinary treatment.

Parking Analysis/Joint Parking Use Permit

The Zoning Code identifies the number of parking stalls required for a particular use or type of business based on parking requirements contained in LHMC Table 9-44.A (Number of Parking Stalls Required). The parking requirements for a business are typically calculated by applying the ratio identified by LHMC Table 9-44.A to the gross floor area (GFA) of the use. For instance, a 1,000 square foot retail store would require five (5) parking stalls since the parking ratio for general retail uses is one (1) stall per 200

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square feet. The City's approach to determining the amount of required parking for a use assumes businesses utilize 100% of the required parking at all times. This is a common approach that cities utilize in determining the parking needs for non-residential uses, but it can overstate required parking.

For commercial centers, required parking is based on the total parking needed to serve all existing businesses, including vacant storefronts. The parking requirements are compared to the total parking inventory of the center to determine if there is a surplus or deficit of parking stalls. Since many commercial centers typically have a variety of uses that have differing parking demand periods during a business day, the Zoning Code provides the opportunity for the joint use of parking facilities with an approved parking plan as described by LPMC Section 9-44.070. This approach to calculating parking demand is generally referred to as "shared parking", which is made possible through the approval of a Joint Parking Use Permit by the Planning Agency.

The tenant space for the proposed animal hospital is 5,795 square feet. According to LPMC 9-44.050, the combined square footage for restroom and utility areas are exempt from parking requirements. The proposed floor plan indicates that a total of 330 square feet are for restroom and utility spaces, leaving 5,465 square feet subject to the parking requirements of LPMC Table 9-44.A. When evaluating the proposed animal hospital use to the parking requirements of LPMC Table 9-44.A, "Veterinary Office" is the closest match as a comparable land use. The parking requirement for a Veterinary Office is one parking stall per 200 square feet of GFA. Therefore, the proposed animal hospital has a parking requirement of 27 parking stalls, as shown below in Table 1:

TABLE 1 – Proposed Animal Hospital Parking Requirements

Total Tenant Square Footage	5,795 SF
Exempted Restroom/ Utility Square Footage	330 SF
Total Animal Hospital Square Footage Subject to Parking Requirements	5,465 SF
Veterinary Office Parking Ratio	1 Stall/ 200 SF GFA
Parking Requirement	27 Stalls

The Project Site consists of 118 parking stalls (including handicapped parking stalls). Based on LPMC Table 9-44.A, the existing businesses and vacancies on the Project Site require 118 parking stalls. The vacant tenant space on the Project Site, where the proposed emergency animal hospital would be located, was allotted the land use designation of 'Furniture Showroom' (1 stall per 500 square feet), which would require

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12 parking stalls. The proposed animal hospital requires 27 parking stalls, which requires 15 additional parking stalls and therefore would create a 15-stall deficit on the Project Site as shown below in Table 2:

TABLE 2 – Tenant Roster for Project Site

Tenant	Address	Use	Size	Required Parking
Sit N Sleep	23501 ADL Carlota Unit A	Furniture Sales	13,445	27
Lakeshore Equipment	23501 ADL Carlota Unit B	School Teacher Supplies	8,225	35
GatorWraps	23501 ADL Carlota Unit C	Custom Vehicle Wraps	7,255	22
Healing Hearts	23501 ADL Carlota Unit D	Veterinary Services	5,795	27
Cal Interiors	23452 Ridge Route Dr	Furniture Sales	7,167	14
Chic Homes Furniture	23472 Ridge Route Dr	Furniture Sales	4,172	8
Total			46,059	133

The Applicant prepared a parking study (dated January 20, 2021) which concludes that utilizing a “shared parking” approach to parking at the Project Site results in an actual demand of 37 parking stalls for existing tenants (Attachment e). The parking study follows standard Institute of Transportation of Engineers (“ITE”) traffic engineering practices and guidelines for determining parking demands for a shopping center use. Parking counts were taken at thirty-minute intervals on Thursday, August 13, 2020, Friday, August 14, 2020, and Saturday, August 15, 2020, from 8:00 a.m. to 9:00 p.m. These three days were chosen to capture the busiest weekday and weekend days of the week. The hours of observation were intended to capture the hours of operation for the busiest periods of the tenants in the Project Site. The methodology used in the parking study is a blended approach to calculating parking using observed actual demand for existing tenants, plus Zoning Code required parking for the proposed animal hospital. The peak parking demand observed for the existing tenants was 37 parking stalls on Saturday, August 15, 2020, and occurred four times at 1:30 p.m., 3:30 p.m., 4:00 p.m., and 4:30 p.m.

When analyzing shared parking, a recommended best practice is to increase required parking by an additional 10 percent, resulting in a requirement for six additional stalls. This results in a total parking demand of 70 parking stalls for the Project Site, which includes the proposed animal hospital. The purpose for the additional parking is to ensure parking stalls are available for customers who are circulating in the parking lot looking for parking. Table 3 below depicts the proposed demand for parking on the Project Site as described above.

TABLE 3 – Project Site’s Joint Use of Parking Facilities Table

Parking Inventory	118 Stalls
Observed Peak Demand	-37 Stalls
Proposed Animal Hospital	-27 Stalls
10% Buffer	-6 Stalls
Surplus Parking	48 Stalls

Shared parking allows multiple uses within a shopping center to share one parking stall to meet parking demand, assuming those uses have different parking demand periods throughout the day. When factoring in the proposed animal hospital use and including a 10 percent buffer for the Project Site, there is a total parking requirement of 70 stalls, resulting in a surplus of 48 parking stalls for the Project Site. Therefore, the Project Site will only utilize 59 percent of its parking capacity during peak parking periods under the current conditions.

Given the results of the parking study, it is appropriate to establish a shared parking approach at the Project Site through the City’s Joint Use Parking Permit process, and allow the Applicant the opportunity to establish a more efficient approach for the use of the Project Site’s parking supply. This approach will provide the Applicant with the ability to use actual parking counts to determine parking need, rather than strictly utilizing the City’s standard parking requirements found in Table 9-44.A. Use of the shared parking approach at the Project Site will provide a degree of flexibility in how parking demand is calculated, enabling the Property Owner with the opportunity to attract a complementary mix of tenant uses that have different peak parking demand times, provided the Planning Agency approves the requested Conditional Use Permit/ Parking Use Permit.

Although the parking counts for the parking study were conducted during the COVID-19 pandemic, all businesses in the Project Site were open and operational. According to State and County restrictions in effect during the period parking counts were taken, retail businesses had a capacity limitation of 25 percent of building occupancy. This restriction would have theoretically reduced parking demand during the parking study’s parking data collection period, compared to unrestricted business operations prior to the pandemic. Using understated parking demand due to business operating restrictions and a period of diminished commercial activity due to the pandemic is potentially problematic since a return to normal business conditions in the future will likely result in higher parking demand at the Project Site. However, the long-term impacts of COVID-19 on consumer behavior, coupled with the rise of e-commerce during the

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pandemic, and the diminishing role of brick-and-mortar retailing are expected to result in diminished requirements for parking. Only time will tell how the City's parking standards will be impacted as a result of those trends in terms of whether or not parking requirements will increase or decrease for various uses. Since the types of retail uses within the Project Site are land uses that typically generate minimal parking demand (such as specialty furnishings and home décor), once the state's COVID-19 restrictions are lifted, staff anticipates the Project Site will continue to operate with a parking surplus.

To ensure sufficient parking will be available on the Project Site, Condition of Approval No. 12 of Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020 (Attachment a) has been included to require a new parking study for any change in tenancy, or mix of uses. In approving Joint Parking Use Permits, applicants are normally required to provide an updated parking study for any change in the mix of uses once a CUP/PUP has been approved (e.g. a change from office use to a restaurant use). The additional requirement to provide an updated parking and circulation study due to a change in tenancy, in addition to a change in mix of uses, will provide staff with the opportunity to collect parking data more frequently to ensure adequate parking is available for the Project Site. Having more frequently updated parking data will ensure skewed parking data collected while businesses were under COVID-19 operating restrictions is replaced with more accurate parking demand figures. Staff has limited the requirement to have more frequently updated parking until six (6) months from the issuance of the Permit given the state's plan to re-open the economy in June.

CONCLUSION:

The proposed animal hospital complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Freeway Commercial designation to provide for medium intensity commercial uses with high visibility and access to Interstate-5. The proposed animal hospital use is compatible with the General Plan's description of the desired uses, by providing crucial emergency services for animals, and providing the community with easy access to its location from the Interstate 5 freeway. The proposed animal hospital use is permitted with a CUP in the FC zone and will comply with Commercial Animal Facilities Section 9-56.020, and be conducted entirely inside the tenant space pursuant to Condition of Approval No. 24 (Attachment b). Conditions of Approval have been added to ensure the proposed animal hospital use will comply with the Laguna Hills Noise Ordinance, even though no noise issues are anticipated.

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The submitted Parking Study demonstrates that there is adequate available parking at the Project Site to accommodate existing uses under the current operating environment, as well as the proposed animal hospital use. The parking study shows that the Project Site's peak parking demand is far below the parking required by Code. Therefore, the approval of this CUP/PUP will reflect the Project Site's actual parking demand, and enable the Applicant to use the Project Site's surplus parking capacity to accommodate the proposed animal hospital. Condition No. 12 (Attachment a) requires the Property Owner to provide updates to the parking study whenever a change in the mix of uses or tenancy is proposed after the CUP/PUP has been approved to account for diminished parking demand during the COVID-19 pandemic. The Property Owner will be required to provide more frequently updated parking data to ensure potentially skewed parking data is replaced. Therefore, staff is recommending approval, subject to the conditions of approval as listed in the attached Resolutions.

PUBLIC NOTICE:

The proposed Project was advertised in an adjudicated newspaper of general circulation on April 1, 2021. A total of 374 public hearing notices were mailed, which includes all property owners within a 300-foot radius of the subject property, as well as all tenants of the subject property. The City of Laguna Woods was also notified. To date no comments have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). This exemption applies to the permitting or minor alteration of existing structures.

ATTACHMENTS:

- Attachment a - Proposed Resolution to Approve CUP/PUP 0042-2020
- Attachment b - Proposed Resolution to Approve CUP 0057-2021
- Attachment c - Applicant's Letter of Justification
- Attachment d - Proposed Floor Plan
- Attachment e - Parking Study

**Attachment
5.5.1a**

**Proposed Resolution to
Approve CUP/PUP No. 0042-2020 and
Establish a Joint Parking Use Permit**

RESOLUTION NO. PA2021-04-13-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/PARKING USE PERMIT (CUP/PUP) NO. 0042-2020, A REQUEST BY MLJ RESOURCES, LLC, ON BEHALF OF HEALING HEARTS EMERGENCY ANIMAL HOSPITAL, INC., IN COOPERATION WITH ACQUIPORT THREE CORP, TO ESTABLISH A JOINT PARKING USE PERMIT FOR A 3.3 ACRE PROPERTY LOCATED AT 23501 AVENIDA DE LA CARLOTA AND 23452 & 23472 RIDGE ROUTE DRIVE

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, MLJ Resources, LLC. on behalf of Healing Hearts Emergency Animal Hospital, Inc. ("the Applicant") and in cooperation with Acquiport Three Corp (Property Owner) has filed an application for Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020, a request to establish a Joint Parking Use Permit for a commercial shopping center located at (23501 Avenida de la Carlota Suites A-D, 23452 & 23472 Ridge Route Drive (APN 588-032-45) to accommodate shared parking in the (FC) Freeway Commercial zoning district ("Project"); and

WHEREAS, the Project is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of Title 14, Chapter 3 of the California Code of Regulations. This exemption applies to the permitting or minor alteration of existing structures; and

WHEREAS, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on April 13, 2021.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Planning Agency hereby determines that the required findings by the City for approval of Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020 have been met and made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

Table LU-1 of the General Plan describes the purpose and intent of land uses within the Freeway Commercial designation to provide for medium intensity commercial uses with high visibility and access to Interstate-5. The proposal to use shared parking on the site through the issuance of this Permit is consistent with the Land Use Element in that it supports the use of the property as a commercial land use providing general shopping and commercial services to the community, while ensuring that adequate parking will be provided on the Project Site.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The Project Site is located in the Freeway Commercial zoning district, in the northeast portion of Laguna Hills, adjacent to the Interstate 5 freeway. The Project Site is on the southwest corner of Ridge Route Drive and Avenida de la Carlota. The surrounding area consists of Interstate-5 to the east, residential uses in the City of Laguna Woods to the south, general commercial, and retail and service uses to the north and west. The Project Site consists of three standalone office/warehouse style buildings, with a combined total of 46,059 square feet of retail space, divided between six tenant spaces and is part of "The Row" shopping center. The uses in Project Site consist of showroom furniture retail sales, school supplies and a custom vehicle accessories business. The predominant land use at The Row is furniture showrooms, and retail and service uses located along Avenida de la Carlota, with general commercial uses to the rear. The proposal to use shared parking on the Project Site is consistent with the commercial nature of the property's use. Numerous commercial properties within the City utilize shared parking as an opportunity to allow a variety of commercial uses within a shopping center. Conditions of approval ensure the use of shared parking on the site will not be materially detrimental. For example, Condition 12 requires the Property Owner to update the parking and circulation study for the shopping center whenever a change tenancy, or a change in the mix of uses is proposed. These requirements will ensure sufficient parking is available on the site for current and future tenants and uses.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

As described in Finding No. 2 above, surrounding uses include residential, commercial, retail and service uses. The Project Site is 3.3 acres and improved with three commercial buildings totaling 46,059 square feet. Each building has its own parking and site circulation improvements and points of access to adjoining streets, in addition to appropriate connections for internal site circulation. The Project Site is also improved with required landscaping around the perimeter and in interior areas of the site. The Project Site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property.

There are 118 parking spaces located on the Project Site. If staff determines insufficient parking exists on a site being considered for new tenants and uses due to the application of the City's standard parking ratios, the City's shared parking regulations contained in LHMC 9-44.070 allow property owners to base parking need on actual demand with the completion of a parking study to determine if a parking surplus exists on the property. The Applicant has submitted a parking study ("Study") in order to evaluate the actual parking demand for the Project Site. The Study concludes that utilizing a "shared parking" approach at the results in an actual demand of 37 parking stalls for existing tenants. When factoring in the proposed animal hospital and including a 10% buffer for the Project Site, there is a total parking requirement of 70 stalls, resulting in a surplus of 48 parking stalls for the Project Site. Therefore, existing improvements are sufficient to serve the Project Site. Off-site uses in the vicinity will not be impacted by the proposed shared parking approach since the Project Site will maintain all of the improvements required to function. There are no planned uses proposed that would need to interface with the site. The use is a typical service use found in other shopping centers in Laguna Hills does not require any unique or unusual site improvements to operate. Further, the Project Site is a stand-alone property with no driveway connections to adjoining properties. Condition 12 will allow the Community Development Director to evaluate the available parking supply for any change in tenants, or change in use at the center in the future, to ensure the Applicant's implementation of a shared parking approach will not result in inadequate parking now or in the future.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed joint parking use permit will enable the Property Owner to determine required parking on the shopping center's actual parking

demand, and enable the Property Owner to accommodate a wider range of potential new tenants, broadening the range of services to serve the public, that may require more parking such as health clubs, medical offices, and restaurants. The Applicant, in cooperation with the Property Owner, has submitted a parking study ("Study") in order to evaluate the actual parking demand for the Project Site. The Study concludes that utilizing a "shared parking" approach at the Center results in an actual demand of 37 parking stalls for existing tenants. When factoring in the proposed animal hospital and including a 10% buffer for the Project Site, there is a total parking requirement of 70 stalls, resulting in a surplus of 48 parking stalls for the Project Site. This approach to determining parking needs on a property is authorized by LPMC 9-44.070. Therefore, the Applicant has demonstrated that it can comply with the City's parking requirements. Condition 12 will allow the Community Development Director to evaluate the available parking supply for any change in tenancy or mix of uses at the center in the future to ensure the shared parking approach will comply with the requirements of LPMC 9-44.070 in the future.

Joint Parking Use Permit

1. The proposed joint parking use permit is consistent with the intent and purpose of the development code.

The City's parking requirements are contained in LPMC Chapter 9-44. The intent of the parking requirements in the development code is to ensure that all land uses provide safe access and on-site circulation with adequate off-street parking facilities. The development code allows for shared use of parking facilities provided that it can be shown that adequate parking for all users is maintained. Condition No. 12 provides the Community Development Director with the ability to address parking and/or circulation issues relative to a change in tenancy, or the mix of uses in the Subject Site to ensure the proposed joint parking use permit remains consistent with the requirements of the development code in terms of providing required parking on the Subject Site.

2. The joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities.

The shared parking evaluated and approved is within only one legal parcel. Therefore, the joint use of parking on that parcel is not affected by the sale or transfer of other properties. This permit is binding and enforceable against the Property Owner and all existing and future tenants per the conditions of approval.

3. The requirement for parking established by the joint parking use permit shall assure that the parking demands for the participating uses are continually met.

This permit is binding and enforceable against the Property Owner and all existing and future tenants per the conditions of approval. Additionally, the Community Development Director is able to evaluate the available parking supply when any change in tenancy, or mix of uses is proposed at the Subject Site as provided for in Condition No. 12. Therefore, parking demand will continually be met at the center. Should a parking issue occur resulting from a change in the tenancy or mix of uses, the Community Development Director, per Condition No. 12, can require the Applicant to provide a parking study to demonstrate that parking is still sufficient.

4. All the findings in support of a conditional use permit can be made.

All findings for a conditional use permit are included, and can be made in the affirmative, enabling this Permit to be approved.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP/PUP No. 0042-2020 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: MLJ Resources, LLC. on behalf of Healing Hearts Emergency Animal Hospital, Inc.; Acquiport Three Corp, the owners(s) and tenant(s) of the Project Site, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020 approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted September 21, 2020), letter of justification (dated January 9, 2021), and Shared Parking Study conducted by Linscott, Law & Greenspan, Engineers (dated January 20, 2021).

4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
7. The Applicant and Property Owner shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions

imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.

9. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from April 13, 2021.
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Joint Parking Use Permit

12. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) or tenants in the shopping center, the Property Owner shall, at its sole cost and expense, be responsible for the cost of a parking and circulation study prepared by a licensed consultant selected by the City. The Property Owner shall, at its sole cost and expense, be responsible for implementation costs of any reasonable mitigation measures deemed appropriate by the Director related to such impacts based on the findings of such study. The requirement for an updated parking and circulation study to be provided to the Director due to a change in tenancy shall expire six (6) months from the date of the approval of this Permit.

PASSED, APPROVED, AND ADOPTED this 13th day of April 2021.

ERICA PEZOLD, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2021-04-13-X adopted by the Planning Agency of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 13th day of April, 2021, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

**Attachment
5.5.1b**

**Proposed Resolution to
Approve CUP No. 0057-2021 and Establish a
24-hr Emergency Animal Hospital**

RESOLUTION NO. PA2021-04-13-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 0057-2021, A REQUEST BY MLJ RESOURCES, LLC. ON BEHALF OF HEALING HEARTS EMERGENCY ANIMAL HOSPITAL, INC., TO ESTABLISH A 24-HOUR EMERGENCY ANIMAL HOSPITAL IN AN EXISTING 5,795 SQUARE FOOT TENANT SPACE LOCATED AT 23501 AVENIDA DE LA CARLOTA, SUITE D

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, MLJ Resources, LLC. on behalf of Healing Hearts Emergency Animal Hospital, Inc. ("the Applicant") has filed an application for Conditional Use Permit (CUP) No. 0057-2021 to establish a 24-Hour Emergency Animal Hospital in an Existing 5,795 Square Foot Tenant Space located at 23501 Avenida de la Carlota, Suite D in the (FC) Freeway Commercial zoning district; and

WHEREAS, the Project is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of Title 14, Chapter 3 of the California Code of Regulations. This exemption applies to the permitting or minor alteration of existing structures; and

WHEREAS, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on April 13, 2021; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

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

SECTION 2. The effectiveness of this Resolution No. PA2021-04-13-X is made expressly contingent upon approval of Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020, and shall not take effect until and unless Resolution No. PA2021-04-13-X

approving Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020 takes effect. If approved, any revocation of Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-2020, as the same may be amended or superseded by action of the Planning Agency, shall constitute grounds for concurrent revocation of Conditional Use Permit (CUP) No. 0057-2021.

SECTION 3. That the required findings by the City for approval of CUP No. 0057-2021 have been met and are made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

The proposed use complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Freeway Commercial designation to provide for medium intensity commercial uses with high visibility and access to Interstate-5. In addition, typical uses allowed include those uses allowed by the Community Commercial designation which consists of general shopping and commercial service needs. The proposed animal hospital use is compatible with the General Plan's description of the desired uses in the FC zone, which implements the Freeway Commercial land use designation.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The Project Site is located in the Freeway Commercial (FC) zoning district, in the northeast portion of Laguna Hills, adjacent to Interstate 5 freeway. The Project Site is located on the southwest corner of Ridge Route Drive and Avenida de la Carlota. The surrounding area consists of Interstate-5 to the east, residential uses in the City of Laguna Woods to the south, general commercial, and retail and service uses to the north and west. The Project Site consists of three standalone buildings, with a combined total of 46,059 square feet of retail space divided between six tenant spaces and is part of "The Row" shopping center. The uses in the Project Site consist of showroom furniture retail sales, school supplies and a custom vehicle accessories business. The predominant land use at The Row is furniture showrooms, and retail and service uses located along Avenida de la Carlota, with general commercial uses to the rear. The proposed use is consistent with other retail and service uses at The Row located along Avenida de la Carlota as well as the commercial uses to the rear since the adds to the variety of services available to residents. The proposed animal

hospital use will be conducted entirely inside the tenant space ensuring compatibility with adjoining residential uses to the south which are approximately 90 feet away and separated from the subject property by +/- 10-foot high wall in addition to mature landscaping. Conditions of Approval No. 21, 22 and 23 have been added to ensure the proposed animal hospital use will comply with Laguna Hills Noise Ordinance to protect the adjoining residential use from any unwanted sound intrusions from the use, even though none are anticipated.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

As described above, surrounding uses include residential, commercial, retail and service uses. The Project Site is 3.3 acres and improved with three commercial buildings totaling 46,059 square feet. Each building has its own parking and site circulation improvements and points of access to adjoining streets, in addition to appropriate connections for internal site circulation. There are 118 parking spaces located on the Project Site. The Project Site is also improved with required landscaping around the perimeter and interior areas of the site. The Project Site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to serve the use and ensure it is properly integrated with existing uses in the vicinity through existing shared improvements on the Project Site such as utilities, parking, landscaping, and pedestrian and vehicular access. There are no planned uses proposed that would need to interface with the site. The proposed use is a typical service use found in other shopping centers in Laguna Hills does not require any unique or unusual site improvements to operate. The use will operate entirely within the confines of an existing vacant tenant space on the Project Site, and the Applicant will be able to make necessary tenant improvements to the tenant space to operate the use.

The Applicant has requested a CUP (see CUP/PUP No. 0042-2020) to implement a shared parking approach for the use, rather than apply the City's standard parking requirements. The parking study prepared for CUP/PUP No. 0042-2020 indicates that sufficient parking will be available, as conditioned.

4. All required development standards prescribed by the Development Code can be achieved.

The 3.3-acre Project Site is improved with three commercial buildings totaling 46,059 square feet and 118 parking spaces. Each building has its own parking and site circulation improvements and points of access to adjoining streets. The Project Site is improved with required landscaping

around the site perimeter and in interior areas of the site. The site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to serve the use consisting of existing shared improvements on the Project Site such as utilities, parking, landscaping, and pedestrian and vehicular access which comply with the City's development standards, or will comply as conditioned. The proposed animal hospital use will be located within an existing building, and tenant upgrades are proposed to serve the use, including accessibility upgrades.

The Applicant has requested a CUP (see CUP/PUP No. 0042-2020) to implement a shared parking approach for the use, rather than apply the City's standard parking requirements. The parking study prepared for CUP/PUP No. 0042-2020 indicates that sufficient parking will be available, as conditioned. The Study concludes that utilizing a "shared parking" approach at the Project Site results in an actual demand of 37 parking stalls for existing tenants. When factoring in the required parking for the proposed use, and including a 10% buffer for the Project Site, there is a total parking requirement of 70 stalls, resulting in a surplus of 48 parking stalls.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 0057-2020 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: MLJ Resources, LLC., on behalf of Healing Hearts Emergency Animal Hospital, Inc.; Acquiport Three Corp, the owners(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Conditional Use Permit (CUP) No. 0057-2021, approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted September 21, 2020), letter of justification (dated January 9, 2021), Site Plan/Floor Plan (dated January 9, 2021) and Shared

Parking Study conducted by Linscott, Law & Greenspan, Engineers (dated January 20, 2021).

4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in

which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.

9. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from April 13, 2021.
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Permitting

12. The Applicant shall be responsible for ensuring applicable building permits are obtained, as required by the 2019 California Building Code, prior to commencement of any work for which a permit is required.
13. All construction shall comply with 2019 California Building, Plumbing, Mechanical, Electrical, Green, and Energy Codes with regard to the applicable occupancy group if applicable. Any work being done will require a full set of plans prepared by a licensed architect/engineer.
14. At the time of document submittal for permit issuance, the Applicant shall demonstrate compliance with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code if applicable.
15. The Applicant shall comply with all general construction water quality requirements, as required by the LHMC 5-36.
16. The Applicant shall submit Construction and Demolition Waste Recycling Program paper work if applicable, prior to issuance of permits, as required by Laguna Hills Municipal Code Chapter 5-48 and to comply with mandates of CalRecycle.
17. All documents required for permit issuance shall be accurately labeled and reflect all work, as required by the 2019 California Building Code.
18. Prior to issuance of building permits, the Applicant shall apply for a Certificate of Use and Occupancy (COUO) for the proposed animal hospital, and the Applicant shall obtain the Certificate before conducting operations.

19. The Applicant is advised that the business will need to comply with CalRecycle's requirements of AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), and AB 341 (Mandatory Commercial Recycling). The City will begin to enforce requirements no later than January 1, 2022.
20. Prior to the issuance of a Certificate of Use and Occupancy for the proposed animal hospital, all OCFA requirements shall be satisfied, including the approval of special equipment plans for compressed gasses (PR 315, PR 340-PR 382). The Applicant shall provide the Community Development Director with a copy of OCFA's approved plans approval prior to the issuance of a building permit for the tenant improvements.

Operations

21. Deliveries to the animal hospital are prohibited between the hours of 10:00pm and 8:00am. Delivered materials shall be promptly stored entirely within the Animal Hospital tenant space. No equipment or materials shall be permitted to remain outdoors at any time.
22. The animal hospital shall be permanently maintained in an orderly fashion by the provision of regular and removal of trash and debris, and comply with all property maintenance standards as required by LHMC Chapter 9-74.
23. All business activities shall comply with the noise standards of the City of Laguna Hills Noise Ordinance (LHMC 5-24) at all times.
24. All business activities shall occur entirely indoors. No business activities whatsoever shall be permitted to occur outside.
25. Animal daycare and pet grooming are prohibited. The boarding of animals is limited to animals requiring recuperative care as a result of veterinary treatment.

PASSED, APPROVED, AND ADOPTED this 13th day of April 2021.

ERICA PEZOLD, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2021-04-13-X adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

**Attachment
5.5.1c**

Applicant's Letter of Justification

Healing Hearts Emergency Animal Hospital

Proposal

Robert Berschauer, DVM is requesting to establish a veterinary wellness center at 23501 Avenida De La Carlota, Suite D, within the City of Laguna Hills. Dr. Berschauer's career in veterinary medicine spans over 35 years, with more than 20 years as a veterinarian specializing in veterinary emergency medicine.

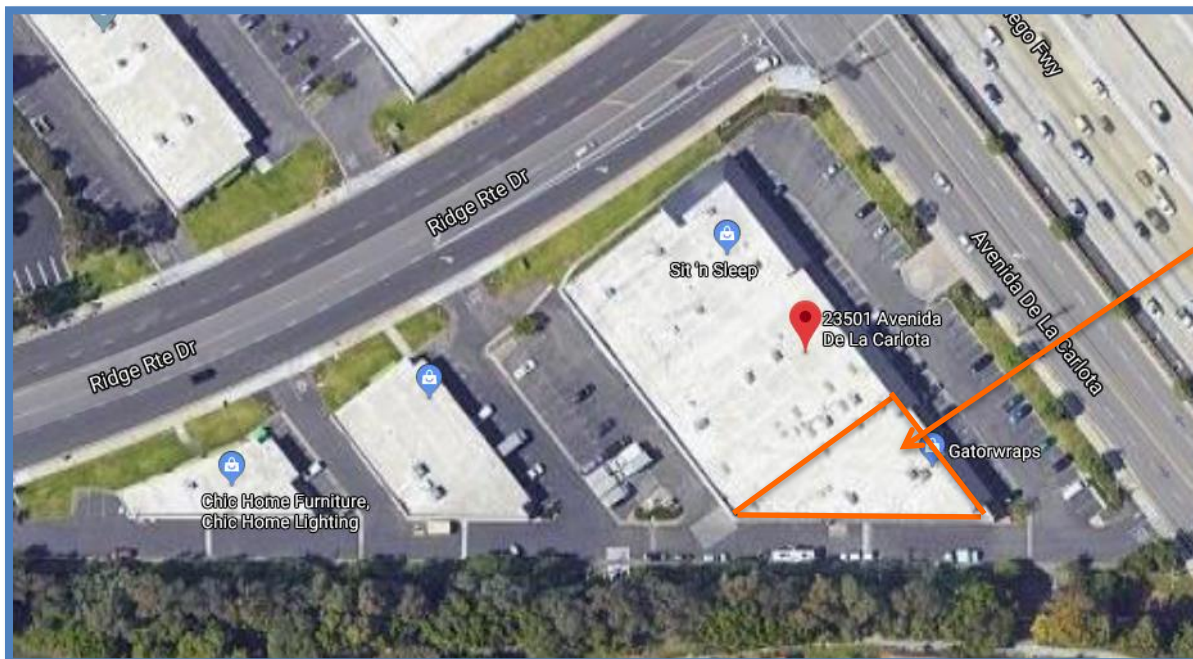
The proposed location is the former "Gator Wraps" tenant space that is the southern-most unit in the building facing Avenida De La Carlota. See attached aerial, site photographs and plans. The improvements to the site consist of an interior tenant improvement, associated signs (yet to be designed), electrical upgrades, and accessible upgrades to the site. No changes to the existing landscaping, exterior building elevations, or other site elements are proposed.

Business Staffing/Operation Description

Healing Hearts will be located in an existing 5,795 square foot tenant space, and will consist of medical offices, x-ray, exam and diagnostic rooms, surgical/clean preparation rooms, two operating rooms, reception/waiting areas, staff break room, and sleeping quarters for on call veterinarians.

The business operation would include two primary types of medical veterinary services – emergency services medicine provided on nights and weekends, and non-emergency surgical services provided during regular weekday business hours.

Aerial



Healing
Hearts

Emergency Services

Emergency medical services will be provided for small, domestic animals. Most patients will be dogs and cats, with a mix of birds, other small mammals and reptiles. All patients will be seen on an emergency basis.

Services provided specifically will include: Emergency small animal medicine - mix of medical management and surgical management cases. No elective or preventative health care services (spay/neuter or vaccinations) will be offered as part of these services. No dentistry services will be provided on site and no boarding (except recuperative care) will be provided. All business activities will occur within the building and no outdoor activities will occur. All services will be provided on an emergency basis only and the office will be open as follows:

Monday through Friday: 6:00pm-8:00am
Saturday, Sunday, Holidays: 24-hour service

Initially the facility will be staffed with two veterinarians and a total of 10-12 staff members (a total of three employees per shift). As the business grows, staffing will increase to a total of five veterinarians and a total of 25-30 staff members (a total maximum of six employees per shift).

No hazardous materials will be used at the facility. Medical waste (sharps, etc.) will be disposed of through a medical waste service. Animal waste will be sealed and disposed of through standard refuse service. Crematory services will be handled off site through a regional vendor (pick up service). No cremation will occur on site. There will be a medical gas system used as part of the surgical activities. The medical gas system design will be submitted for fire and mechanical review during the construction plan check process for the tenant improvement.

Surgical Services

Surgical services would be provided Monday through Friday from 8:00am-6:00pm. These services will be for non-emergency surgical intervention, on an appointment basis only – no walk-in services will be provided. Typical services provided would include specialty surgical interventions on small domestic (household) animals.

All services will be provided on an appointment basis only and the office will be open as follows:

Monday through Friday: 8:00am-6:00pm

The daytime operations would include one or two veterinary doctors and support staff, for a typical maximum of eight staff members at any one time. Given the nature of surgical intervention, most days would allow for a maximum of four to six surgeries.

Parking Summary

According to the LHMC, the new business would require 27 parking spaces and the entire site would require 133 parking spaces; however, the site only contains 118 parking spaces (short 15 spaces).

Tenant	Address	Use	Size	Ratio	Required Space
Sit N Sleep	23501 ADL Carlota Unit A	Furniture Sales	13,445	1 space/ 500 gfa	
Lakeshore Equipment	23501 ADL Carlota Unit B	Teacher Supplies	8,225	1 space/ 200 gfa	
GatorWraps	23501 ADL Carlota Unit C	Custom Vehicle Wraps	7,255	1 space/ 500 gfa	
Healing Hearts*	23501 ADL Carlota Unit D	Veterinary Services	5,465	1 space/ 200 gfa	
Cal Interiors	23452 Ridge Route Dr	Furniture Sales	7,167	1 space/ 500 gfa	
Chic Homes Furniture	23472 Ridge Route Dr	Furniture Sales	4,172	1 space/ 500 gfa	
Total			45,729		1
Total Required	133 spaces				
Total Provided	118 spaces				
LHMC Deficit	-15				

*Area for restrooms, utility, electrical, janitorial not included in parking calculation.

Emergency Services Parking Description

Most of Healing Hearts' operation would occur between 6p and 8a, at such time when the other business in the center would be closed. Even at maximum operation, the emergency services would require parking for six staff members and at most six clients at one time (highly unlikely to have this number of emergency clients). Therefore, a maximum demand of 12 parking spaces would be needed at any one time.

Given the nature of this business, the peak hours for the emergency services would typically occur in the later afternoon on Saturdays, Sundays and Holidays. The peak would usually occur starting at 4:00p, after most pet owners' family veterinary service offices close. Since the peak hours for the business do not conflict with the other uses in the center, no impacts related to parking would occur.

Surgical Services Parking Description

Surgical services would occur between 8a and 6p, at such time when the other businesses on site are open. During this operation, the surgical services would require parking for a maximum of eight staff members and up to two clients (one being served and one arriving in anticipation of their appointment). Therefore, a maximum parking demand during regular business hours would be 10 parking spaces, rather than the 27 parking spaces required by the LHMC. Since the operation is by appointment only, parking demand would not have dramatic increases during operation (no unanticipated walk ins) and parking demand would be predictable and consistent. Actual demand would be 10 parking spaces, and therefore no impacts related to parking would occur.

Parking Study

Healing Hearts and the Property Owner have prepared a professional parking study that is included in this application package and consists of parking counts and detailed analysis.

Findings

- 1) That the proposed use is consistent with the General Plan;

The proposed use is consistent with the General Plan and complies with all requirements of the General Plan. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Freeway Commercial Designation to provide for medium intensity commercial uses with high visibility and access to Interstate 5. The proposed use for a veterinary wellness center that includes emergency services is compatible with described uses, since emergency services would benefit the community and their pets by having ease of access from Interstate 5.

- 2) That the nature, condition and development of adjacent uses, buildings and structures have been considered and the proposed conditional use will not adversely effect or be materially detrimental to the adjacent uses, buildings, or structures;

The proposed use will be conducted wholly within the existing building and will not result in excessive noise, light or glare, or traffic. Therefore, the proposed conditional use will not adversely effect or be materially detrimental to adjacent uses, buildings or structures.

- 3) That the proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity;

The proposed use will be located within an existing building and utilize existing onsite parking. As demonstrated in this letter of operation and parking analysis, the existing site contains adequate facilities to accommodate the existing and proposed uses on site. Therefore, the site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

- 4) That all required development standards prescribed by the Laguna Hills Development Code can be achieved; and

The proposed use is consistent with the General Plan and complies with all requirements of the General Plan and Zoning Code. The project will be located within an existing building, with proposed compliance upgrades for accessibility, and based on the parking analysis, would comply with all development standards prescribed by the Laguna Hills Development Code.

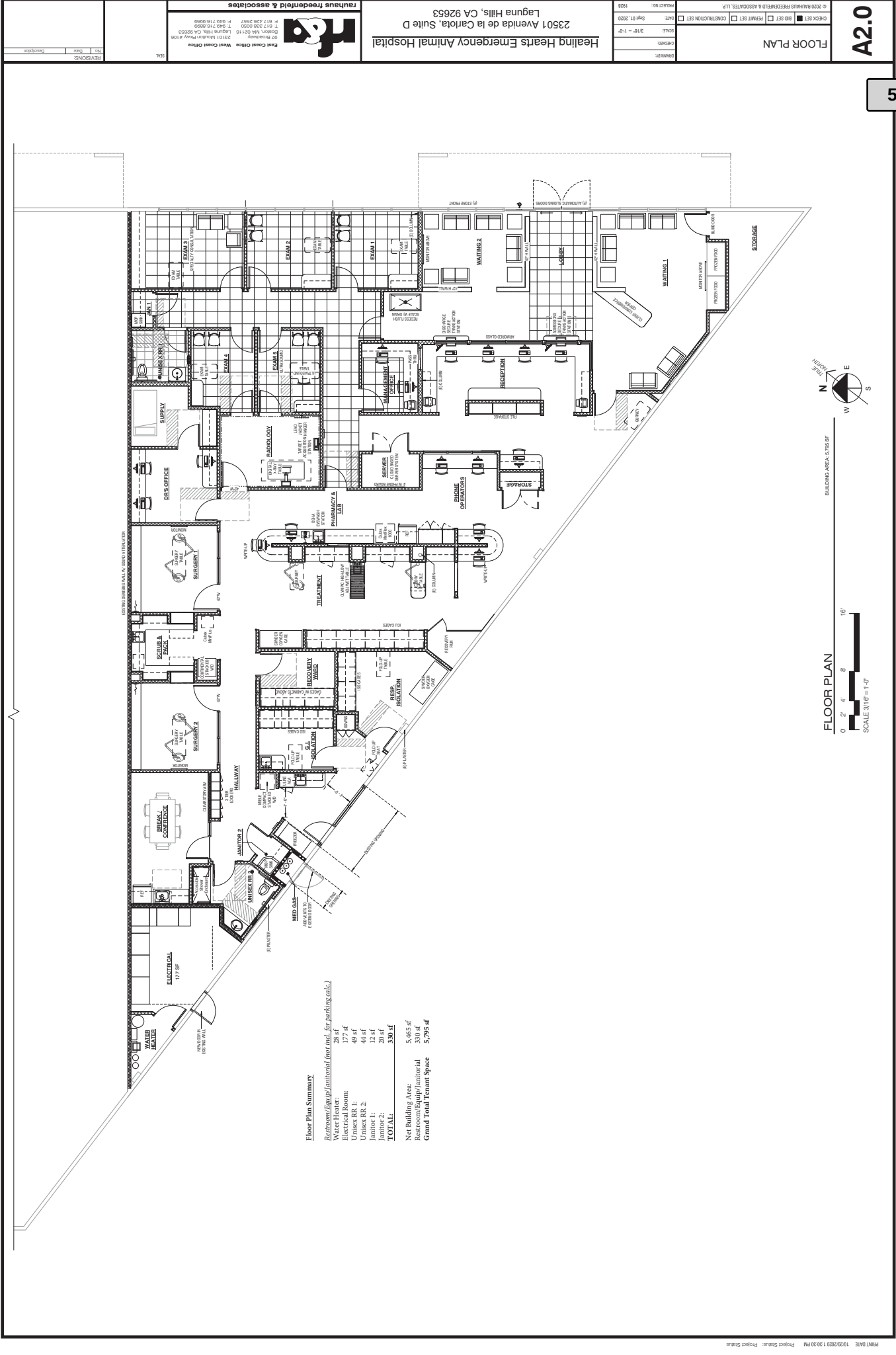
- 5) That the conditions and limitations placed upon the use are necessary to insure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

The proposed use will be conducted wholly within the existing building and will not result in excessive noise, light or glare, or traffic. Moreover, conditions and limitations with the LHMC, and as placed on the project through the conditions of approval, will insure the veterinary center is compatible with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

The seal of the City of Agoura Hills is a circular emblem. It features a central illustration of a person riding a horse through a field, with a bird flying above. The text "CITY OF AGOURA HILLS" is written in a circle around the top, and "1991" is at the bottom.

**Attachment
5.5.1d**

**Proposed Floor Plan
& Existing Site Plan**



City of Lake Forest

Project Site

Approximate Location
of Proposed Business

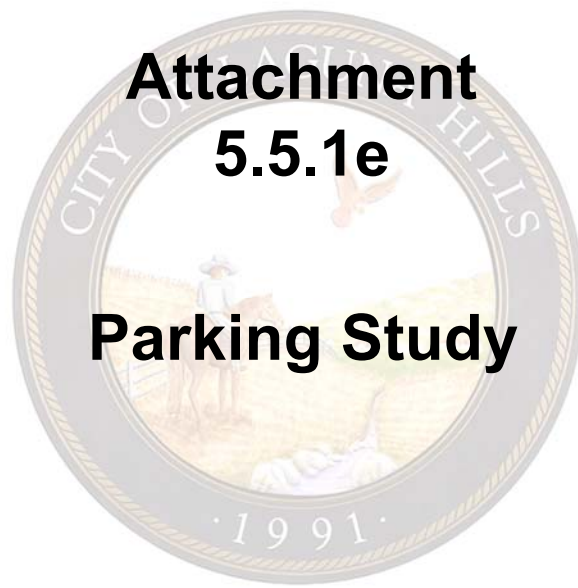
City of Laguna Woods

City of Laguna Hills

Conditional Use Permit (CUP) No. 0057-2021

Conditional Use Permit/Parking Use Permit (CUP/PUP) No. 0042-20





**Attachment
5.5.1e
Parking Study**

Engineers & Planners

Traffic
Transportation
Parking

**Linscott, Law &
Greenspan, Engineer**

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Irvine, CA 92614
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Pasadena
Irvine
San Diego
Woodland Hills

January 20, 2021

Mr. John Ramirez, AICP
MLJ Resources, LLC
9832 Hibiscus Drive
Garden Grove, CA 92841

LLG Reference No. 2.20.4307.1

Subject: ***Revised***
Parking Demand Analysis for
Healing Hearts Emergency Animal Hospital
Laguna Hills, California

Dear Mr. Ramirez:

As requested, Linscott, Law, & Greenspan, Engineers (LLG) is pleased to submit this Revised Parking Demand Analysis for the existing 23501 Avenida de la Carlota commercial center in the City of Laguna Hills, California to address City comments on our prior letter report dated September 18, 2020 and October 27, 2020.

Healing Hearts Emergency Animal Hospital ("Project") will be located in Suite D, an existing 5,465 square-foot (SF) tenant space, and will consist of medical offices, x-ray, exam and diagnostic rooms, surgical/clean preparation rooms, two operating rooms, reception/waiting areas, staff break room, and sleeping quarters for on call veterinarians.

Pursuant to the City of Laguna Hills' requirements, a parking study is required to validate the parking needs for the commercial center based on anticipated tenancy and re-occupancy of the currently vacant space by the Project. The study area is comprised of parking areas serving the buildings at 23501 Avenida de la Carlota, 23452 Ridge Route Drive, and 23472 Ridge Route Drive.

This report evaluates parking needs based on the application of City Code parking ratios, as well as the methodology outlined in the Urban Land Institute's (ULI) *Shared Parking, 3rd Edition*. For informational purposes, parking demand counts were conducted on August 13, 14, and 15, 2020.

Our method of analysis, findings, and recommendations are detailed in the following sections of this report. Briefly, we conclude that the total existing supply of 118

Philip M. Linscott, PE (19
Jack M. Greenspan, PE
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boorman, PE
Clare M. Look-Jaeger, P
Richard E. Barretto, PE
Keil D. Maberry, PE

marked spaces on site would be adequate in serving the parking needs of the Project and adjoining uses at 23501 Avenida de la Carlota, 23452 Ridge Route Drive, and 23472 Ridge Route Drive.

PROJECT DESCRIPTION, PEAK OPERATIONAL DEMAND, AND PARKING SUPPLY

Healing Hearts Emergency Animal Hospital (“Project”) will be located in Suite D, an existing 5,465-SF tenant space, and will consist of medical offices, x-ray, exam and diagnostic rooms, surgical/clean preparation rooms, two operating rooms, reception/waiting areas, staff break room, and sleeping quarters for on call veterinarians. Based on information provided by the Project Applicant, the anticipated operations for the Project and maximum number of employees and visitors expected to be present at any given time or hour are presented in *Appendix Tables A-1* and *A-2*, and are summarized below:

Monday to Friday, 8:00 AM to 6:00 PM:

- **No Emergency Services**
- **Surgical Services** – maximum of 10 persons at any given time (up to 8 employees, up to 2 visitors)

Monday to Friday, 6:00 PM to 8:00 AM:

- **Emergency Services** – maximum of 12 persons at any given time (up to 6 employees, up to 6 visitors)
- **No Surgical Services**

Saturday/Sunday/Holidays:

- **Emergency Services** – maximum of 12 persons at any given time (up to 6 employees, up to 6 visitors)
- **No Surgical Services**

Appendix Tables A-1 and *A-2* reflect the resultant demand including the overlap of operations, work shifts, overlap of patients, and typical industry tripmaking and parking patterns. As a conservative measure, this study considers the maximum number of 12 persons (at any one time) to be the basis for the Project’s peak parking demand (even though, in reality, parking needs are expected to be less during all other times). Conservatively assuming that each person drives one vehicle, the peak parking demand is estimated to be 12 spaces.

Figure 1 presents the vicinity map. *Figure 2* illustrates the site plan and study area, which is comprised of parking areas serving the buildings at 23501 Avenida de la Carlota, 23452 Ridge Route Drive, and 23472 Ridge Route Drive. *Table 1* presents the development tabulation for the study area totaling 46,059 SF. As shown on *Figure 2*, the existing parking supply consists of 118 marked spaces on site.

CITY CODE PARKING REQUIREMENTS

For the purposes of parking calculations, the City of Laguna Hills exempts areas for vertical shafts, restrooms, utility shafts and excess common area/open patios where no service or seating occurs, from the GFA calculation of the building. This calculation essentially uses GFA as the starting point, and after reducing for the above named components, results in the building's GFA that becomes the basis of the parking calculation. This study presumed that the square footage provided to LLG and reported in the development tabulation on *Table 1* represents "parking" GFA, as required by the City's parking methodology.

The lower portion of *Table 1* presents the application of City Code parking ratios to each study component, under existing conditions without the Project, and future conditions with the Project.

Suite D was formerly occupied by Gatorwraps, which corresponds to a prior City Code requirement of 11 spaces (i.e., 5,465 SF at the City Code ratio of 1 space per 500 SF). The City Code ratio of 1 space per 200 SF was applied to the Project, resulting in a Code requirement of 27 spaces, which is 16 spaces more than the Code-required spaces for the previous tenant, Gatorwraps, in Suite D. The 27-space Code requirement for the Project is conservative because, as discussed previously, anticipated business operations indicate that the Project would generate no more than 12 persons (employees and visitors) present at any one time, resulting in a 12-space peak demand that is less than half of the Code requirement of 27 spaces.

The City Code parking calculations for existing conditions without the Project indicate a total Code-based requirement of 117 spaces. Comparing this 117-space Code requirement to the existing striped/marked supply of 118 on-site spaces results in a Code-based surplus of 1 space under existing conditions without the Project.

Under future conditions with the Project, the total Code-based requirement is 133 spaces, which results in a Code-based deficiency of 15 spaces when compared against the existing striped/marked supply of 118 on-site spaces.

PARKING DEMAND SURVEYS

Parking demand surveys were conducted every 30 minutes between 8:00 AM and 9:00 PM at the site on August 13 (Thursday), 14 (Friday), and 15 (Saturday), 2020. *Tables 2, 3, and 4* present results of the parking demand counts on a typical weekday (Thursday), Friday, and Saturday, respectively. The parking supply, parking demand observed, corresponding surplus (by comparing demand against supply), and parking occupancy, are reported on each of *Tables 2* through *4*.

As presented in *Table 4*, the observed peak parking demand was 37 spaces, which occurred on Saturday at 1:30 PM, 3:30 PM, 4:00 PM, and 4:30 PM. Compared against the existing supply of 118 marked spaces, the 37-space peak demand corresponds to a surplus of 81 spaces. Surpluses were greater during all other hours on that Saturday, and during the Thursday and Friday parking count dates.

Adding the 27-space City Code requirement for the Project, and applying a 10% contingency of 6 spaces to the 64-space existing plus Project total demand, results in an adjusted peak total demand of 70 spaces, as indicated on the bottom of *Table 4*. Compared against the 118-space marked supply, the 70-space existing plus Project peak demand (with 10% contingency) corresponds to a surplus of 48 spaces.

SHARED PARKING ANALYSIS

The objective of this shared parking analysis is to validate the results of the empirical study/actual parking demand counts recently conducted, and as a conservative step in ensuring that the tripmaking and parking characteristics observed may be considered typical despite the surveys/field study being conducted during the COVID pandemic, estimate parking needs for the entire site based on the widely accepted ULI *Shared Parking* methodology.

Accumulated experience in parking demand characteristics indicates that a mixing of land uses results in an overall parking need that is less than the sum of the individual peak requirements for each land use. Opportunities to share parking now occur and can be expected to continue in the future.

Shared parking calculations recognize that different uses often experience individual peak parking demands at different times of day, or days of the week. When uses share common parking footprints, the total number of spaces needed to support the collective whole is determined by adding parking profiles (by time of day for

weekdays versus weekend days), rather than individual peak ratios as represented in a city's "code". In that way, the shared parking approach can start from the city's own code ratios and results in the "design level" parking supply needs of a site, which is generally lower than "stand-alone" or "free-standing" facilities. In other words, a mixed-use development results in an overall parking need that is less than the sum of the individual peak parking requirements for each land use.

There is an important common element between the traditional "code" and the shared parking calculation methodologies; the peak parking ratios or "highpoint" for each land use's parking profile typically equals the "code" parking ratio for that use. The analytical procedures for shared parking analyses are well documented in the *Shared Parking, 3rd Edition* publication by the Urban Land Institute (ULI).

Shared parking calculations utilize hourly parking accumulations developed from field studies of single developments in free-standing settings, where travel by private auto is maximized. These characteristics permit the means for calculating peak parking needs when land use types are combined. Further, the shared parking approach illustrates how, at other than peak parking demand times, an increasing surplus of spaces will service the overall needs of the development.

Tables 5 and 6 present the results of the shared parking calculations for a typical weekday and weekend scenarios, respectively. The total size of each land use category, the City Code ratios and Project's effective ratio (based on a maximum demand of 12 spaces derived from anticipated business operations) applied to each column, hourly parking profiles per ULI, operational parking needs per *Appendix Tables A-1 and A-2*, and the resultant hourly parking demand appear in the individual columns of *Tables 5 and 6*.

Tables 5 and 6 indicate a weekday peak demand of 106 spaces (at 12:00 PM and 1:00 PM) and a weekend/Saturday peak demand of 118 spaces (at 1:00 PM and 2:00 PM).

On a typical weekday, compared against the existing supply of 118 marked spaces, the 106-space peak demand corresponds to a surplus of 12 spaces. Surpluses are greater during all other hours on a typical weekday.

On a weekend day, the 118-space peak demand matches the existing supply of 118 spaces. Surpluses are greater during all other hours under weekend conditions.

CONCLUSION

Based on the application of ULI's *Shared Parking (3rd Edition)* methodology, which validates the results of the empirical study/actual parking demand counts recently conducted, we conclude that the existing supply of 118 marked spaces on site would be adequate in serving the parking needs of the Project and adjoining uses at 23501 Avenida de la Carlota, 23452 Ridge Route Drive, and 23472 Ridge Route Drive.

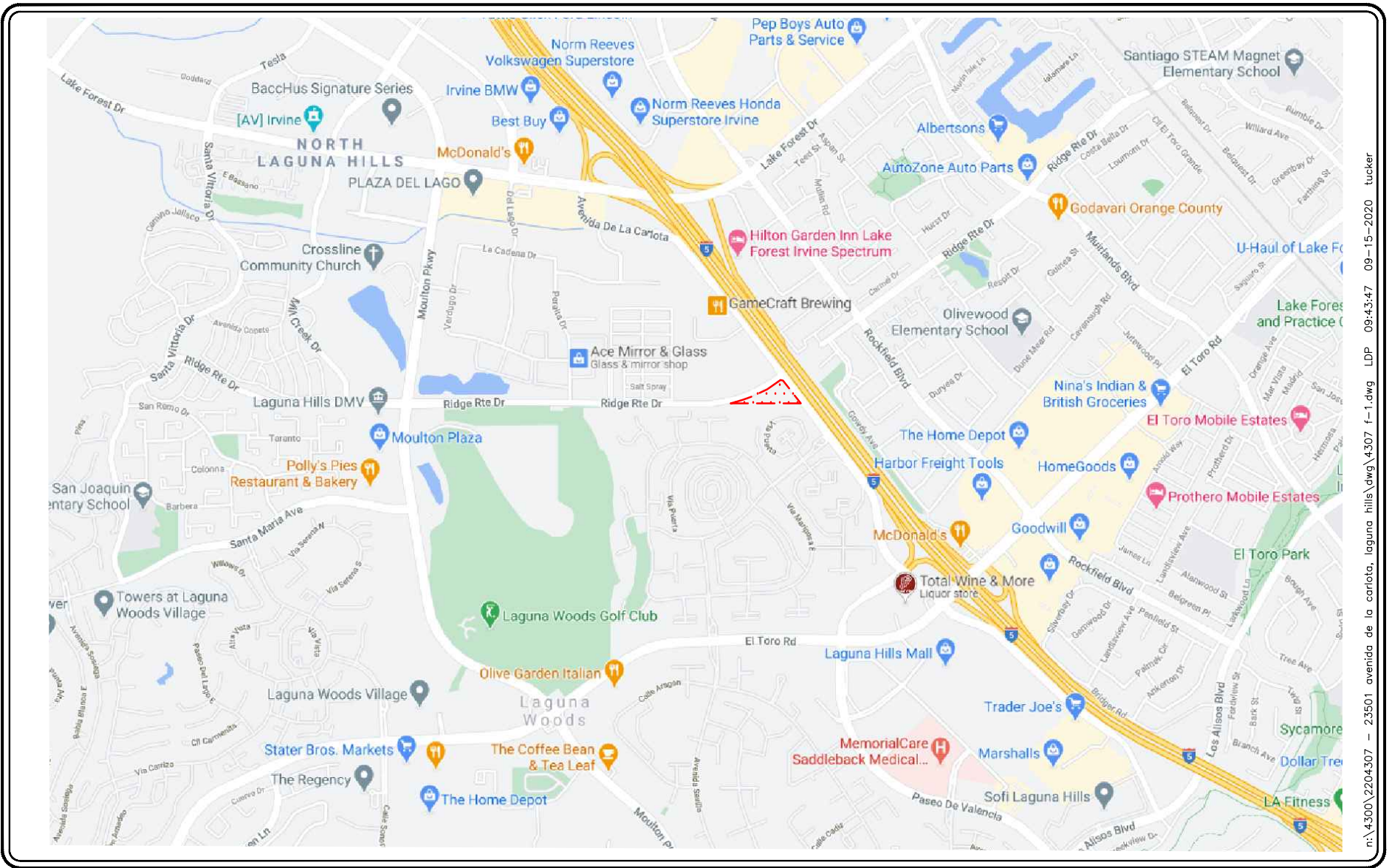
We appreciate the opportunity to prepare this parking analysis. Should you have any questions, please do not hesitate to call me at (949) 825-6175.

Very truly yours,
Linscott, Law & Greenspan, Engineers

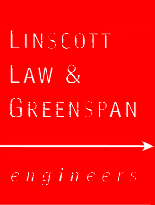


Trissa (de Jesus) Allen, P.E.
Senior Transportation Engineer

Attachments



n:\4300\2204307 - 23501 avenida de la carlota, laguna hills.dwg\4307 f-1.dwg LDP 09-15-2020 tucker



SOURCE: GOOGLE

KEY
 = PROJECT SITE

FIGURE 1

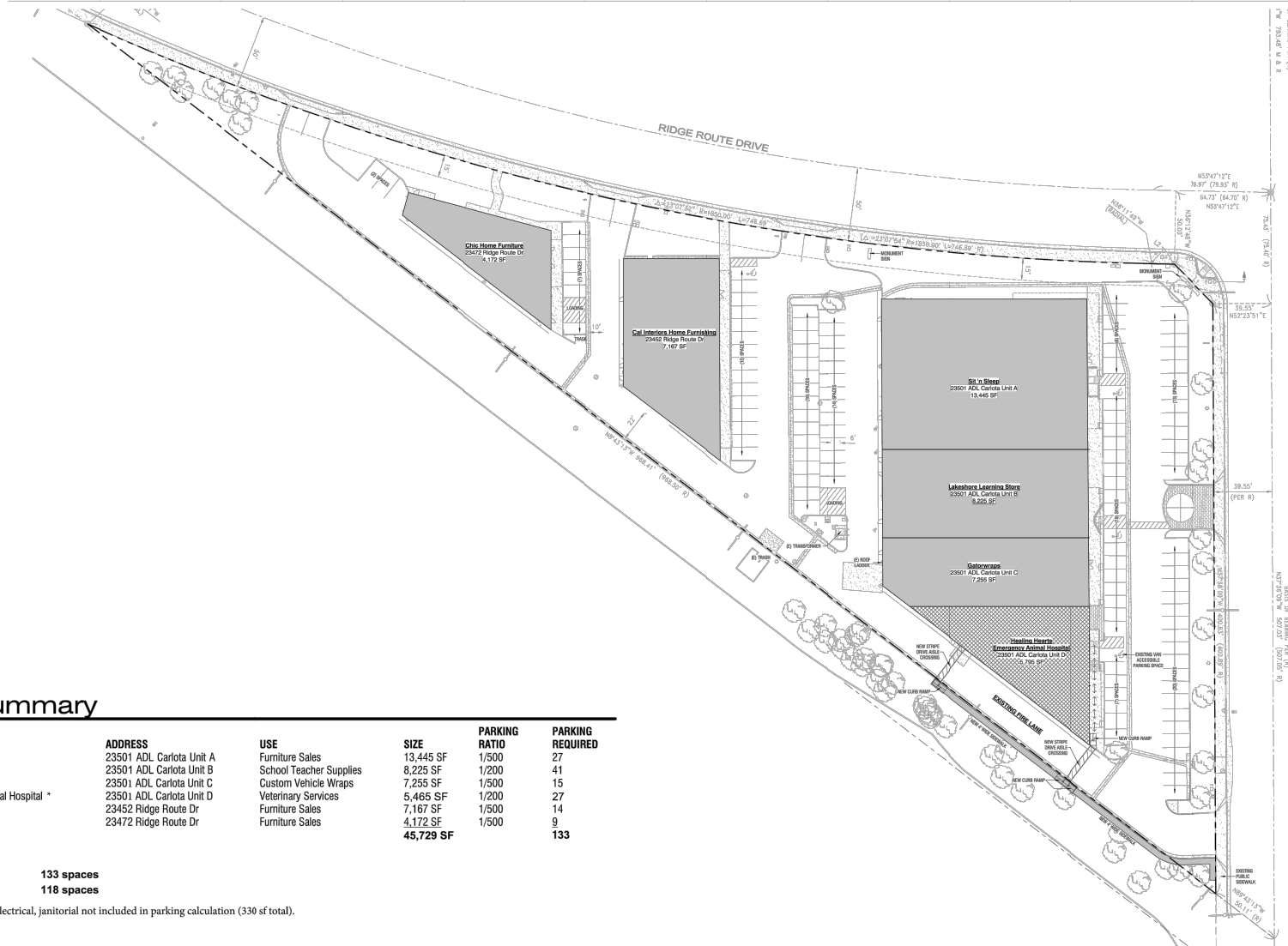
VICINITY MAP
 HEALING HEARTS EMERGENCY ANIMAL HOSPITAL, LAGUNA HILLS

Parking Summary

TENANT	ADDRESS	USE	SIZE	PARKING RATIO	PARKING REQUIRED
Sit 'n Sleep	23501 ADL Carlot Unit A	Furniture Sales	13,445 SF	1/500	27
Lakeshore Learning Store	23501 ADL Carlot Unit B	School Teacher Supplies	8,225 SF	1/200	41
Gatorwraps	23501 ADL Carlot Unit C	Custom Vehicle Wraps	7,255 SF	1/500	15
Healing Hearts Emergency Animal Hospital *	23501 ADL Carlot Unit D	Veterinary Services	5,465 SF	1/200	27
Cal Interiors Home Furnishing	23452 Ridge Route Dr	Furniture Sales	7,167 SF	1/500	14
Chic Home Furniture	23472 Ridge Route Dr	Furniture Sales	4,172 SF	1/500	9
TOTAL			45,729 SF		133

Total Parking Required 133 spaces
Total Parking Provided 118 spaces

*Area for restrooms, utility, electrical, janitorial not included in parking calculation (330 sf total).



SOURCE: RAUHAUS FREEDENFELD & ASSOCIATES

FIGURE 2

PROJECT SITE PLAN

HEALING HEARTS EMERGENCY ANIMAL HOSPITAL, LAGUNA HILLS

LINSCOTT
LAW &
GREENSPAN

engineers



NO SCALE

TABLE 1
DEVELOPMENT SUMMARY & CITY CODE REQUIREMENTS
Healing Hearts Emergency Animal Hospital, Laguna Hills

			Land Use and Size (GFA SF) Breakdown					
			Furniture Stores & Home Furnishings	General Retail	Automotive Service & Repair	TOTAL EXISTING (BEFORE PROJECT)	Veterinary Office (Project)	TOTAL WITH PROJECTIONS
Address	Suite	Tenant						
23501 ADL Carlota	A	Sit 'N Sleep	13,445			13,445		13,445
23501 ADL Carlota	B	Lakeshore Learning		8,225		8,225		8,225
23501 ADL Carlota	C	Gatorwraps			7,255	7,255		7,255
23501 ADL Carlota	D	Vacant (Formerly Gatorwraps)			5,465	5,465	(5,465)	0
23501 ADL Carlota	D	Healing Hearts (Project)				0	5,465	5,465
23452 Ridge Rte Dr		Cal Interiors Home Furnishing	7,167			7,167		7,167
23472 Ridge Rte Dr		Chic Homes Furniture	4,172			4,172		4,172
TOTAL SF:			24,784	8,225	12,720	45,729	0	45,729
CITY CODE PARKING RATIOS PER LAND USE			1 space per 500 SF	1 space per 200 SF	1 space per 500 SF	--	1 space per 200 SF	--
CODE REQUIREMENTS PER LAND USE (spaces)								
23501 ADL Carlota	A	Sit 'N Sleep	27			27		27
23501 ADL Carlota	B	Lakeshore Learning		41		41		41
23501 ADL Carlota	C	Gatorwraps			15	15		15
23501 ADL Carlota	D	Vacant (Formerly Gatorwraps)			11	11	(11)	0
23501 ADL Carlota	D	Healing Hearts (Project)				0	27	27
23452 Ridge Rte Dr		Cal Interiors Home Furnishing	14			14		14
23472 Ridge Rte Dr		Chic Homes Furniture	9			9		9
CITY CODE REQUIREMENTS (spaces):			50	41	26	117	16	133
CITY CODE REQUIREMENTS VERSUS SUPPLY (spaces)								
Existing On-Site Marked Supply:						118		118
Minus Total City Code Requirement:						(117)		(133)
CODE-BASED SURPLUS OR (DEFICIENCY):						1		(15)

Attachment: Attachment e - Parking Study (2404 : Healing Hearts 24-Hour Emergency Animal Clinic and Shared Parking)

TABLE 2
THURSDAY PARKING DEMAND SURVEY RESULTS (8/13/20)
 Healing Hearts Emergency Animal Hospital, Laguna Hills

Time of Day	Observed Demand	Demand versus 118-sp. Marked Supply	
		Surplus	Occupancy (%)
8:00 AM	14	104	12%
8:30 AM	15	103	13%
9:00 AM	16	102	14%
9:30 AM	16	102	14%
10:00 AM	18	100	15%
10:30 AM	21	97	18%
11:00 AM	27	91	23%
11:30 AM	29	89	25%
12:00 PM	30	88	25%
12:30 PM	27	91	23%
1:00 PM	25	93	21%
1:30 PM	27	91	23%
2:00 PM	25	93	21%
2:30 PM	30	88	25%
3:00 PM	33	85	28%
3:30 PM	28	90	24%
4:00 PM	26	92	22%
4:30 PM	28	90	24%
5:00 PM	27	91	23%
5:30 PM	25	93	21%
6:00 PM	23	95	19%
6:30 PM	23	95	19%
7:00 PM	19	99	16%
7:30 PM	18	100	15%
8:00 PM	13	105	11%
8:30 PM	11	107	9%
9:00 PM	6	112	5%
Existing Peak Demand	33		
Project Code Requirement	27		
Existing + Project	60		
Plus 10% Contingency	6		
Existing + Project with 10% Contingency	66	52	56%

TABLE 3
FRIDAY PARKING DEMAND SURVEY RESULTS (8/14/20)
 Healing Hearts Emergency Animal Hospital, Laguna Hills

Time of Day	Observed Demand	Demand versus 118-sp. Marked Supply	
		Surplus	Occupancy (%)
8:00 AM	9	109	8%
8:30 AM	11	107	9%
9:00 AM	10	108	8%
9:30 AM	8	110	7%
10:00 AM	12	106	10%
10:30 AM	19	99	16%
11:00 AM	22	96	19%
11:30 AM	26	92	22%
12:00 PM	24	94	20%
12:30 PM	24	94	20%
1:00 PM	28	90	24%
1:30 PM	26	92	22%
2:00 PM	23	95	19%
2:30 PM	27	91	23%
3:00 PM	29	89	25%
3:30 PM	25	93	21%
4:00 PM	23	95	19%
4:30 PM	25	93	21%
5:00 PM	26	92	22%
5:30 PM	20	98	17%
6:00 PM	21	97	18%
6:30 PM	21	97	18%
7:00 PM	16	102	14%
7:30 PM	17	101	14%
8:00 PM	15	103	13%
8:30 PM	14	104	12%
9:00 PM	12	106	10%
Existing Peak Demand	29		
Project Code Requirement	27		
Existing + Project	56		
Plus 10% Contingency	6		
Existing + Project with 10% Contingency	62	56	53%

TABLE 4
SATURDAY PARKING DEMAND SURVEY RESULTS (8/15/20)
 Healing Hearts Emergency Animal Hospital, Laguna Hills

Time of Day	Observed Demand	Demand versus 118-sp. Marked Supply	
		Surplus	Occupancy (%)
8:00 AM	9	109	8%
8:30 AM	10	108	8%
9:00 AM	11	107	9%
9:30 AM	13	105	11%
10:00 AM	16	102	14%
10:30 AM	29	89	25%
11:00 AM	34	84	29%
11:30 AM	36	82	31%
12:00 PM	35	83	30%
12:30 PM	35	83	30%
1:00 PM	36	82	31%
1:30 PM	37	81	31%
2:00 PM	28	90	24%
2:30 PM	34	84	29%
3:00 PM	36	82	31%
3:30 PM	37	81	31%
4:00 PM	37	81	31%
4:30 PM	37	81	31%
5:00 PM	28	90	24%
5:30 PM	23	95	19%
6:00 PM	22	96	19%
6:30 PM	18	100	15%
7:00 PM	12	106	10%
7:30 PM	11	107	9%
8:00 PM	12	106	10%
8:30 PM	11	107	9%
9:00 PM	7	111	6%
Existing Peak Demand Project Code Requirement Existing + Project Plus 10% Contingency	37		
	27		
	64		
Existing + Project with 10% Contingency	6		
Existing + Project with 10% Contingency	70	48	59%

TABLE 5
WEEKDAY SHARED PARKING DEMAND ANALYSIS (ULI 3rd Edition)
Healing Hearts Emergency Animal Hospital, Laguna Hills

Land Use	Furniture Stores & Home Furnishings	General Retail	Automotive Service & Repair	PROJECT (Healing Hearts)	Shared Parking Demand	Demand vs. Marked Supply of 118 Spc.
Size	0.000 KSF	0.000 KSF	0.000 KSF	5.465 KSF		
Pkg Rate	2.00 /KSF	5.00 /KSF	2.00 /KSF	2.20 /KSF		
Gross Spaces	0 Spc.	0 Spc.	0 Spc.	12 Spc.		
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces		Surplus (Deficiency)
6:00 AM	1	1	0	5	7	111
7:00 AM	3	3	1	10	17	101
8:00 AM	8	7	3	8	26	92
9:00 AM	17	14	5	10	46	72
10:00 AM	29	23	8	10	70	48
11:00 AM	36	29	11	10	86	32
12:00 PM	45	37	14	10	106	12
1:00 PM	45	37	14	10	106	12
2:00 PM	43	35	13	10	101	17
3:00 PM	40	32	12	10	94	24
4:00 PM	40	32	12	10	94	24
5:00 PM	40	32	12	12	96	22
6:00 PM	41	34	13	12	100	18
7:00 PM	38	31	12	12	93	25
8:00 PM	32	25	9	7	73	45
9:00 PM	21	18	7	7	53	65
10:00 PM	10	8	3	7	28	90
11:00 PM	4	3	2	7	16	102
12:00 AM	0	0	0	7	7	111

PEAK WEEKDAY DEMAND: 106

PEAK WEEKDAY SURPLUS: 12

TABLE 6
WEEKEND SHARED PARKING DEMAND ANALYSIS (ULI 3rd Edition)
Healing Hearts Emergency Animal Hospital, Laguna Hills

Land Use	Furniture Stores & Home Furnishings	General Retail	Automotive Service & Repair	PROJECT (Healing Hearts)	Shared Parking Demand	Demand vs. Marked Supply of 118 Spc.
Size	0.000 KSF	0.000 KSF	0.000 KSF	5.465 KSF		Surplus (Deficiency)
Pkg Rate	2.00 /KSF	5.00 /KSF	2.00 /KSF	2.20 /KSF		
Gross Spaces	0 Spc.	0 Spc.	0 Spc.	12 Spc.		
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces		
6:00 AM	1	1	0	5	7	111
7:00 AM	4	3	1	5	13	105
8:00 AM	16	13	5	5	39	79
9:00 AM	28	23	8	12	71	47
10:00 AM	37	30	11	12	90	28
11:00 AM	46	38	14	12	110	8
12:00 PM	48	39	14	12	113	5
1:00 PM	50	41	15	12	118	0
2:00 PM	50	41	15	12	118	0
3:00 PM	48	39	14	12	113	5
4:00 PM	46	38	14	12	110	8
5:00 PM	42	34	13	12	101	17
6:00 PM	39	32	12	12	95	23
7:00 PM	36	29	10	12	87	31
8:00 PM	34	27	10	10	81	37
9:00 PM	27	22	8	10	67	51
10:00 PM	17	14	5	8	44	74
11:00 PM	6	4	1	8	19	99
12:00 AM	0	0	0	8	8	110

PEAK WEEKEND DEMAND:
118

PEAK WEEKEND SURPLUS:
0

APPENDIX TABLE A-1: MONDAY THROUGH FRIDAY

Overlap
Overlap
Overlap

Overlap
Overlap
Overlap

TIME	ACTIVITY	EMERGENCY HOSPITAL STAFF	SURGICAL STAFF	PATIENTS	PARKING DEMAND
6:00 AM	EMERGENCY	3	0	2	5
6:30 AM	EMERGENCY	3	0	2	5
7:00 AM	EMERGENCY	3	0	2	5
7:30 AM	EMERGENCY	4	2	4	10
8:00 AM	SURGICAL	2	4	1	7
8:30 AM	SURGICAL	2	4	2	8
9:00 AM	SURGICAL	0	8	2	10
9:30 AM	SURGICAL	0	8	2	10
10:00 AM	SURGICAL	0	8	2	10
10:30 AM	SURGICAL	0	8	2	10
11:00 AM	SURGICAL	0	8	2	10
11:30 AM	SURGICAL	0	8	2	10
12:00 PM	SURGICAL	0	8	2	10
12:30 PM	SURGICAL	0	8	2	10
1:00 PM	SURGICAL	0	8	2	10
1:30 PM	SURGICAL	0	8	2	10
2:00 PM	SURGICAL	0	8	2	10
2:30 PM	SURGICAL	0	8	2	10
3:00 PM	SURGICAL	0	8	2	10
3:30 PM	SURGICAL	0	8	2	10
4:00 PM	SURGICAL	0	8	2	10
4:30 PM	SURGICAL	0	8	2	10
5:00 PM	SURGICAL	0	8	2	10
5:30 PM	SURGICAL	3	8	1	12
6:00 PM	EMERGENCY	6	2	4	12
6:30 PM	EMERGENCY	6	2	4	12
7:00 PM	EMERGENCY	6	0	6	12
7:30 PM	EMERGENCY	6	0	6	12
8:00 PM	EMERGENCY	5	0	2	7
8:30 PM	EMERGENCY	4	0	3	7
9:00 PM	EMERGENCY	4	0	3	7
9:30 PM	EMERGENCY	4	0	3	7
10:00 PM	EMERGENCY	4	0	3	7
10:30 PM	EMERGENCY	4	0	3	7
11:00 PM	EMERGENCY	4	0	3	7
11:30 PM	EMERGENCY	4	0	3	7
12:00 AM	EMERGENCY	4	0	3	7
12:30 AM	EMERGENCY	4	0	3	7
1:00 AM	EMERGENCY	4	0	3	7
1:30 AM	EMERGENCY	4	0	3	7
2:00 AM	EMERGENCY	4	0	3	7
2:30 AM	EMERGENCY	4	0	3	7
3:00 AM	EMERGENCY	4	0	3	7
3:30 AM	EMERGENCY	4	0	3	7
4:00 AM	EMERGENCY	4	0	3	7
4:30 AM	EMERGENCY	4	0	3	7
5:00 AM	EMERGENCY	4	0	3	7
5:30 AM	EMERGENCY	4	0	2	6

Attachment: Attachment e - Parking Study (2404 : Healing Hearts 24-Hour Emergency Animal Clinic and Shared Parking)

APPENDIX TABLE A-2: SATURDAY/SUNDAY/HOLIDAY

TIME	ACTIVITY	EMERGENCY HOSPITAL STAFF	SURGICAL STAFF	PATIENTS	PARKING DEMAND
6:00 AM	EMERGENCY	3	0	2	5
6:30 AM	EMERGENCY	3	0	2	5
7:00 AM	EMERGENCY	3	0	2	5
7:30 AM	EMERGENCY	3	0	2	5
8:00 AM	EMERGENCY	3	0	2	5
8:30 AM	EMERGENCY	3	0	2	5
9:00 AM	EMERGENCY	6	0	6	12
9:30 AM	EMERGENCY	6	0	6	12
10:00 AM	EMERGENCY	6	0	6	12
10:30 AM	EMERGENCY	6	0	6	12
11:00 AM	EMERGENCY	6	0	6	12
11:30 AM	EMERGENCY	6	0	6	12
12:00 PM	EMERGENCY	6	0	6	12
12:30 PM	EMERGENCY	6	0	6	12
1:00 PM	EMERGENCY	6	0	6	12
1:30 PM	EMERGENCY	6	0	6	12
2:00 PM	EMERGENCY	6	0	6	12
2:30 PM	EMERGENCY	6	0	6	12
3:00 PM	EMERGENCY	6	0	6	12
3:30 PM	EMERGENCY	6	0	6	12
4:00 PM	EMERGENCY	6	0	6	12
4:30 PM	EMERGENCY	6	0	6	12
5:00 PM	EMERGENCY	6	0	6	12
5:30 PM	EMERGENCY	6	0	6	12
6:00 PM	EMERGENCY	6	0	6	12
6:30 PM	EMERGENCY	6	0	6	12
7:00 PM	EMERGENCY	6	0	6	12
7:30 PM	EMERGENCY	6	0	4	10
8:00 PM	EMERGENCY	6	0	4	10
8:30 PM	EMERGENCY	6	0	4	10
9:00 PM	EMERGENCY	6	0	4	10
9:30 PM	EMERGENCY	6	0	4	10
10:00 PM	EMERGENCY	6	0	4	10
10:30 PM	EMERGENCY	4	0	4	8
11:00 PM	EMERGENCY	4	0	4	8
11:30 PM	EMERGENCY	4	0	4	8
12:00 AM	EMERGENCY	4	0	4	8
12:30 AM	EMERGENCY	4	0	4	8
1:00 AM	EMERGENCY	4	0	4	8
1:30 AM	EMERGENCY	4	0	4	8
2:00 AM	EMERGENCY	4	0	4	8
2:30 AM	EMERGENCY	4	0	4	8
3:00 AM	EMERGENCY	4	0	4	8
3:30 AM	EMERGENCY	4	0	4	8
4:00 AM	EMERGENCY	4	0	4	8
4:30 AM	EMERGENCY	4	0	4	8
5:00 AM	EMERGENCY	4	0	4	8
5:30 AM	EMERGENCY	4	0	4	8



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Public Services Director

ISSUE: Residential Parking Permit Program and No Parking Zone for Street Sweeping Purposes on Certain Streets in the Ridgefield Residential Neighborhood South of Aliso Hills Drive

RECOMMENDATION: That the City Council: 1) Find and determine that the proposed permit parking controls are not subject to the California Environmental Quality Act pursuant to Sections 15060(C)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(C)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and 2) Adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, establishing a residential parking permit area and a no parking zone during days and hours of street sweeping on certain streets in the Ridgefield residential neighborhood south of Aliso Hills Drive".

SUMMARY:

In 2015, residents requested implementation of parking controls in the "Ridgefield Neighborhood" south of Aliso Hills Drive along the streets of Sierra Bonita Drive, La Cienega Street, Los Cerros Drive and Rio Grande. The residents were concerned with controlling overflow parking from other areas of the community. Based upon the resident's concerns, and in accordance with the Laguna Hills Municipal Code (LHMC), staff sent two parking control surveys to the residents of the Ridgefield Neighborhood to gauge their interest in parking controls. No consensus on parking controls receiving support from a two-thirds (67%) majority of the neighborhood (the threshold of support

Ridgefield Parking Permit Program

April 13, 2021

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required by the LHMC) was met. Subsequently, a resident of the Ridgefield Neighborhood contacted staff in August 2018 with a request to revisit the implementation of permit-based parking controls which would otherwise prohibit general overnight parking in their neighborhood. Staff provided a petition form, as permitted by the LHMC, for the resident to circulate by any resident of residential property abutting the proposed Residential Permit Parking Area. Last year, the resident submitted signed petitions indicating support of a minimum of 67% of the residents for a permit parking program. The petition represents a super-majority (67% or more) of the residents support the establishment of a Residential Parking Permit Program in their neighborhood which qualifies the area, per the Municipal Code, for City Council consideration of this parking control. In addition, staff recommends the establishment of a no parking zone during the days and hours of street sweeping in this area. The Traffic Commission, at its meeting of March 17, 2021, approved staff's recommendation.

BACKGROUND:

In 2015, residents requested implementation of parking controls in the "Ridgefield Neighborhood" along the streets of Sierra Bonita, La Cienega, Los Cerros and Rio Grande. The residents were concerned with controlling overflow parking from other areas of the community. Based upon the resident's concerns, and in accordance with the LHMC, staff sent a parking control survey to the residents of the Ridgefield Neighborhood on June 24, 2015, providing a menu of parking control choices but did not receive an adequate response from the neighborhood. Staff re-surveyed the neighborhood on August 18, 2015. The response rate improved to 75% but no clear consensus on a choice of parking controls receiving support from a two-thirds (67%) majority of the neighborhood (the threshold of support required by the LHMC) was reached. Therefore, implementation of a permit parking program was not supported at that time. This matter was presented to the Traffic Commission on July 15, 2015.

Subsequently, a resident of the Ridgefield Neighborhood contacted staff in August 2018 with a request to revisit the implementation of permit-based parking controls which would otherwise prohibit general overnight parking in their neighborhood. Staff provided a petition form, as permitted by the LHMC, for the resident to circulate by any resident of residential property abutting the proposed Residential Permit Parking Area. The area included the streets of Sierra Bonita Drive, La Cienega Street and Los Cerros Drive, all of which are public residential streets within the Ridgefield Community south

Ridgefield Parking Permit Program

April 13, 2021

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of Aliso Hills Drive. There are 40 single family residences within the affected area. Please see attached Vicinity Map.

According to LHMC Chapter 11-24, Residential Permit Parking Program, permit parking can be established only if 67% or more of the affected residents support it. Based upon the petitions submitted by the resident in 2020, signatures for thirty-two (32) of the affected residences were obtained in support of a no overnight permit parking zone and of those signatures, ownership of 27 residences were able to be verified resulting in support of 67% of the affected residences. The Traffic Commission, at the meeting of March 17, 2021, recommended to the City Council approval of a no overnight permit parking program in the Ridgefield Neighborhood along the streets of Sierra Bonita Drive, La Cienega Street and Los Cerros Drive. No overnight parking would be implemented on these streets between the hours of 10:00 p.m. and 6:00 a.m. for vehicles without a parking permit. In making this recommendation, Staff cautions that the overflow community parking will likely move onto Rio Grande Street, or other streets in the immediate neighborhood, meaning that this matter may return again for further evaluation.

In addition to the establishment of a Permit Parking Zone, the petition stipulated and Staff recommends, the establishment of no parking during the days and hours of street sweeping. This would occur on the second and fourth Wednesday of each month and the no parking control would be limited to a four-hour block of time.

The implementation of a Permit Parking Zone would also include the following provisions:

- One parking decal per each vehicle registered to the property address
- Four guest permits/placards
- Unlimited one-day special event permits upon request
- An annual \$15.00 administrative fee per each parking decal

CEQA FINDINGS:

The permit parking controls are not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Ridgefield Parking Permit Program

April 13, 2021

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FISCAL IMPACT:

The Residential Parking Permit Program proposed for the residential neighborhood south of Aliso Hills Drive will require some administrative staff time, the printing of permit decals, and the posting of signs. The cost of the permit decals is expected to be recovered through an annual fee to the permit applicants of \$15 per decal. There is an estimated cost of \$1,000 for the installation of the legally required signs to implement both the Residential Parking Permit Area and No Parking Zone during the days and hours of street sweeping. Funds are available for this work in the FY 2020/2021 Public Works Maintenance budget.

ATTACHMENTS:

- Proposed Resolution
- Vicinity Map

RESOLUTION NO. 2021-04-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A RESIDENTIAL PARKING PERMIT AREA AND A NO PARKING ZONE DURING DAYS AND HOURS OF STREET SWEEPING ON CERTAIN STREETS IN THE RIDGEFIELD RESIDENTIAL NEIGHBORHOOD SOUTH OF ALISO HILLS DRIVE

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Vehicle Code Section 22507, subdivision (a), authorizes the City to establish preferential parking privileges on public streets and to adopt provisions that are reasonable and necessary to ensure the effectiveness of the preferential parking program; and

WHEREAS, Vehicle Code Section 22507, subdivision (b), authorizes the City to establish preferential parking permits for the benefit of designated groups on specified streets if the City determines that the use of the permits will not adversely affect parking conditions for residents and merchants in the area; and

WHEREAS, Chapter 11-24 of the Laguna Hills Municipal Code, entitled "Residential Parking Permit Program," establishes the City's residential parking permit program in order to regulate and effectively manage residential curb parking at locations at which a high demand for parking on residential streets has been determined by the City Council to be adverse to the health, safety, welfare, and interest of the adjoining residential property owners; and

WHEREAS, in addition the establishment of no parking zones during days and hours of street sweeping improves traffic circulation, community aesthetics, and furthers the City's goal of achieving improved water quality; and

WHEREAS, it has been determined by City staff that the establishment of a Residential Permit Parking Area and a No Parking Zone during days and hours of street sweeping on certain streets in the Ridgefield residential neighborhood south of Aliso Hills Drive, specifically consisting of the following streets: (1) Sierra Bonita Drive; (2) La Cienega Street; and (3) Los Cerros Drive, for the benefit of the residents in the neighborhood is necessary in order to alleviate adverse parking conditions in the area and to improve traffic circulation, community aesthetics, and to further the City's goal of achieving improved water quality; and

WHEREAS, the Traffic Commission, at its regularly scheduled meeting of March 17, 2021, voted to recommended to the City Council the establishment of a Residential Parking Permit Area and a No Parking Zone during days and hours of street sweeping on certain streets in the Ridgefield residential neighborhood south of Aliso Hills Drive as specified herein; and

WHEREAS, pursuant to Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

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

SECTION 2. The high demand for parking on certain streets in the Ridgefield residential neighborhood south of Aliso Hills Drive, specifically consisting of the following streets: (1) Sierra Bonita Drive; (2) La Cienega Street; and (3) Los Cerros Drive, is hereby determined to be adverse to the health, safety, welfare, and interest of the adjoining residential property owners.

SECTION 3. In order to regulate and effectively manage residential curb parking at locations at which a high demand for parking on residential streets has been determined, a Residential Permit Parking Area consisting of no overnight parking between the hours of 10:00 p.m. and 6:00 a.m. without a parking permit is hereby established on certain streets in the Ridgefield residential neighborhood south of Aliso Hills Drive, specifically consisting of the following streets: (1) Sierra Bonita Drive; (2) La Cienega Street; and (3) Los Cerros Drive for the benefit of the residents on these streets.

SECTION 4. As determined by the Interim City Manager/Director of Public Services and the Traffic Commission, the City Council hereby finds that the use of the preferential Residential Parking Permit Program established herein will not adversely affect parking conditions for residents and merchants in the area.

SECTION 5. The Interim City Manager/Director of Public Services is authorized to establish rules and procedures, and to produce signs, forms, and other materials necessary, or appropriate, to implement the provisions of the Residential Parking Permit Program hereby established.

SECTION 6. The Residential Parking Permit Program authorized herein shall be subject to the following provisions:

- A. Applications for residential parking permit decals as authorized herein may only be made by residents of the following streets: (1) Sierra Bonita Drive, (2) La Cienega Street, and (3) Los Cerros Drive.
- B. Applications shall be the sole responsibility of the applicant and shall be filed with the City Engineer, or his designated representative.
- C. Each applicant must be 18 years of age or older.

- D. Each residential property will receive one permit parking decal per vehicle registered to a resident of the property.
- E. Permit parking decals shall only be issued for personal passenger vehicles including pick-up trucks under two-ton capacity.
- F. Construction or commercial vehicles shall not qualify for issuance of a parking permit decal.
- G. Any parking permit decal issued pursuant to this Residential Permit Parking Program to a resident shall be valid for one year and shall only be issued to the registered owner of the vehicle, so long as the person to whom the permit is issued owns the vehicle and resides within the established residential permit parking area.
- H. Permit parking decals are non-transferable.
- I. Permit parking shall be prohibited on days and hours of City street sweeping.
- J. Permit parking is subject to the City's established consecutive 72-hour parking prohibition. (See, LPMC Sections 11-12.040 and 11-12.070.)
- K. Applicants for permit parking decals shall pay to the City a \$15 annual administrative fee for each decal and/or replacement.
- L. Four (4) guest permit/placards issued per residence.
- M. Unlimited one-day special event permits issued upon request.
- N. A permit parking decal issued shall be permanently affixed to the left inside rear window of the vehicle for which it was issued.
- O. Guest or special event parking permit placards shall be displayed on the dashboard immediately above the steering wheel of the vehicle.

SECTION 7. Additionally, there is hereby established a No Parking Zone during the days and hours of street sweeping on certain streets in the Ridgefield residential neighborhood south of Aliso Hills Drive, specifically consisting of the following streets: (1) Sierra Bonita Drive; (2) La Cienega Street; and (3) Los Cerros Drive on the second and fourth Wednesday of each month between the hours of 8:00 a.m. to 12:00 noon.

SECTION 8. The Interim City Manager/Director of Public Services is hereby directed to and shall cause signs and/or markings to be placed giving adequate notice of the Residential Parking Permit Area and the No Parking Zone authorized and established herein.

SECTION 9. The City Council finds and determines that the Residential Parking Permit Area and No Parking Zone hereby established are not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and

15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 13TH day of April 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-04-13-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13TH day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

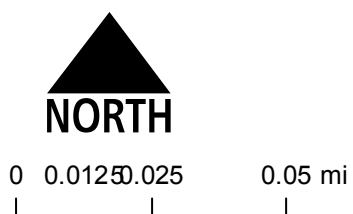
(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2398 : Ridgefield Parking Permit Program)



Attachment: Vicinity Map (2398 : Ridgefield Parking Permit Program)



VICINITY MAP - RIDGEFIELD NEIGHBORHOOD





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Public Services Director

ISSUE: Award of a Proposed Customer Services Agreement with Flock Group, Inc., for a Fixed Automatic License Plate Reader System

RECOMMENDATION: That the City Council: 1) Find and determine that the deployment of an Automated License Plate Reader System is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs., Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment directly or indirectly, and 2) Award the proposed Customer Services Agreement for the fixed Automatic License Plate Reader System to the lowest responsive and responsible bidder, Flock Group, Inc., in the total bid amount of \$77,500 for an initial three-year term of services, authorize the Interim City Manager to execute the proposed Customer Services Agreement, reject all other bids and defer implementation of the fixed Automatic License Plate Reader System until July 1, 2021, after the Fiscal Year 2021/22 Budget is adopted.

SUMMARY:

In accordance with prior City Council direction, bids for the subject project were opened on April 2, 2021, at which time four bids were received. The apparent lowest responsive and responsible bidder, Flock Group, Inc., (also known as Flock Safety) provided the lowest Bid in the total amount of \$77,500.00 for a 10-camera fixed Automatic License Plate Reader (ALPR) system for an initial three-year term of services, provided satisfactory references, and is licensed for the contemplated work. There is no

Award of Contract - Fixed ALPR System

April 13, 2021

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appropriated funding for this Project in the current fiscal year. Staff recommends that the City Council award the proposed contract to Flock Group, Inc. and, in addition, either direct staff to: 1) Prepare a budget amendment in the amount of \$77,500 for Fiscal Year 2020/21 for approval by the City Council at a future City Council meeting; or 2) Defer initiation of the ALPR services until July 1, 2021, after a budget appropriation for the Project in Fiscal Year 2021/22 Budget is approved.

BACKGROUND:

In accordance with City's Procurement Code, a formal competitive Notice Inviting Bids and Specifications, attached for informational purposes, for an initial 10-camera fixed Automatic License Plate Reader (ALPR) system for a three-year initial term was advertised for bids. On April 2, 2021, four bids for the fixed ALPR system Project were opened. Bidders were allowed to complete either one or both of the Base Bids. Base Bid 1 includes the City purchasing the requisite cameras with ongoing costs for the ALPR operating system. Base Bid 2 includes the City leasing or subscribing to the vendor's ALPR system without owning the cameras. The Bids received were as follows:

Bidder	Base Bid 1 Amount	Based Bid 2 Amount
Flock Safety	No Bid	\$77,500
Fortel	\$151,170	\$152,640
SurveillanceGRID	\$175,047	\$169,046.34
CelPlan Technologies	\$202,611.36	No Bid

The Bid Documents also included one Alternate Bid addressing the potential purchase and/or lease and installation of additional fixed automatic license plate reader systems, including software user licenses, maintenance, support, and additional encrypted data storage should the City desire to expand the initial 10 camera system. The Alternate Bid is not included in the determination of the lowest responsive and responsible bidder.

The Engineer's Estimate for this project was \$75,000. The apparent low bidder, Flock Group, Inc. provided the lowest responsive and responsible Bid, provided satisfactory references, and is licensed to perform the contemplated work. The work includes to furnish and install a 10-camera fixed automatic license plate reader system in select locations on City-owned property and includes a software user interface with unlimited user licenses and encrypted data storage for the complete operation of the system. The

Award of Contract - Fixed ALPR System

April 13, 2021

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system will aid police services with the recovery of stolen vehicles and the identification of vehicles of interest as a result of investigations of crime events.

Analysis of the Bids for Lease Versus Purchased Cameras

The Bid Documents contain two Base Bid options for the purchase (Base Bid 1) and/or lease (Base Bid 2) of the fixed automatic license plate reader system cameras. Assuming that the camera systems have a lifetime of approximately six years, the following equivalency analysis is helpful in determining the cost to lease the camera systems compared to purchasing the camera systems.

The lease option provides the unit price to lease a 10 camera ALPR system, including monthly operating and maintenance services, for a six-year period. The purchase option provides the unit price to purchase ten a 10 camera ALPR system plus payment of ongoing monthly service and operations fees over a six-year period. The comparison of these costs is shown in the below table.

LEASE OPTION	BIDDERS			
	Flock Safety	Fortel	SurveillanceGRID	CelPlan Technologies
Lease Unit Price x 10 Cameras x 72 Months	155,001.60	191,520.00	196,855.20	-
Monthly Operating Fees	included	113,760.00	141,239.52	-
Total Lease Amount for 72 Months	155,001.60	305,280.00	338,094.72	-
PURCHASE OPTION				
	Flock Safety	Fortel	SurveillanceGRID	CelPlan Technologies
Purchase Unit Price x 10 Cameras	-	94,290.00	116,235.00	101,638.40
Monthly Operating Fees	-	113,760.00	117,624.24	201,945.60
Total Purchase Amount for 72 Months	-	208,050.00	233,859.24	303,584.00

This analysis concludes that a lease/subscription basis for the ALPR system, when comparing it to an equipment purchase based ALPR system over a theoretical six-year basis, provides the most cost-effective solution.

Award of the contract to Flock Group, Inc. in the low Bid amount of \$77,500, for the deployment of a 10 camera ALPR system over an initial three-year period is recommended. The proposed Customer Services Agreement between the City of Laguna Hills and Flock Group, Inc. is attached. The contract has been issued to Flock Group, Inc. for signatures and the signed contract will be provided at this scheduled City Council meeting. The City is able to terminate this Agreement prior to the completion of the initial Term, subject to a small per camera removal fee as described in the Agreement.

The schedule for implementation of the Flock Safety ALPR system will require

Award of Contract - Fixed ALPR System

April 13, 2021

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approximately 40 days as described in the Flock Safety Bid Proposal, inclusive of the time to mutually agree on the deployment locations for the cameras. As a result, the earliest the system will likely become operational is around June 1, 2021. Please see the Fiscal Analysis for a further discussion of this timeline.

CEQA FINDINGS:

The deployment of an ALPR system is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

The expenditures for the procurement of a fixed ALPR system is not included in the current budget. Consequently, there are two options for consideration to address this matter as follows:

Option 1 - Budget Amendment for Fiscal Year 2020/21: City Council awards the proposed Customer Services Agreement for the ALPR system to Flock Group, Inc. and directs Staff to prepare a budget amendment for Fiscal Year 2020/21 in the amount of \$77,500 to be approved by the City Council at a future City Council meeting. As the deployment of the ALPR system would likely only occur close to June 1, 2021, only a small portion of that allocation would be expended in the current fiscal year.

Option 2 - Budget Appropriation for Fiscal Year 2021/22: City Council awards the proposed Customer Services Agreement for the ALPR system to Flock Group, Inc., and defers implementation of the ALPR system until an allocation for funding is included in the Fiscal Year 2021/22 budget resulting in the ALPR system deployment after July 1, 2021. Staff recommends Option 2.

It is also noted that the potential expansion of the proposed ALPR system over time will increase the annual budget commitment depending upon the number of cameras eventually deployed.

ATTACHMENTS:

- Proposed Customer Service Agreement with Flock Group Inc.

Award of Contract - Fixed ALPR System

April 13, 2021

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- Flock Group Inc. - Bid Proposal
 - NIB and Specs - Fixed Auto License Plate Reader System Svc March 2021

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**"), any schedules attached thereto, and the Customer's **Supplemental Conditions Addendum** attached hereto and incorporated herein by reference, which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: City of Laguna Hills, CA	Contact: Kenneth H. Rosenfield
Address: 24035 El Torro Rd Laguna Hills, CA 92653	Phone: (949) 707-2615
	E-Mail: KRosenfield@LagunaHillsCA.gov
Usage Fees: \$75,000 for 3 year term (the "Payment Period") Number of Cameras: 10	Initial Term: 36 Months Renewal Term: 36 Months
Installation Fee (one-time) \$2,500	Billing Contact: Janice Reyes Finance Director City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653 Expected Payment Method: Warrant issued by mail

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer: City of Laguna Hills, CA
By: _____ Name: Alex Latraverse Title: Vice President of Growth Date: _____	By: _____ Name: Kenneth H. Rosenfield Title: Interim City Manager Date: _____

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 **“Non-Agency End User Data”** means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

7.1.2.a

1.13 **“Unit(s)”** shall mean the Hardware together with the Embedded Software.

1.14 **“Usage Fee”** means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 **“Support Services”** shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 **“Web Interface”** means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (**“User ID”**). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. **WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.** To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (**“Permitted Purpose”**). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a **“Service Suspension”**). Flock will make commercially reasonable efforts, circumstances permitting, to provide writ

any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Service Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety’s products or services to its customers, (b) the competitive strength of, or market for, Flock Safety’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys’ fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency’s Installation Obligations, or otherwise from Agency’s use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation

detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and w

Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). ***Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form*** (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") ***unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.***

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "**Defect**"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Service which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional

workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.1.2.a

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

Attachment: Proposed Customer Service Agreement with Flock Group Inc. (2403 : Award of Contract - Fixed ALPR System)

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Addendum, Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. To the extent that any terms of the Government Agency Customer Agreement are inconsistent or conflict with the Addendum, the Addendum shall control.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

7.1.2.a

ADDENDUM

CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS

For purposes of this Addendum to the Agreement between Flock Group, Inc. and the City of Laguna Hills, the term "Contractor" shall refer to Flock Group, Inc., and the term "City" shall be used to refer to the Customer, which is the City of Laguna Hills. Should any conflict or inconsistency exist in the contract documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Supplemental Conditions Addendum; and, (2nd) the provisions of the Agreement.

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"), as may be amended. Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "Flock Safety End to End Data Security Overview," "Flock Safety CJIS Compliance Overview," and "Flock Safety Internet Security Policy," (collectively, referred to as the "Flock Security Policies") as each such policy was in effect as of January 29, 2020. Any amendment to the Flock Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the Flock Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and Flock will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections 2.1, 7.4. and 8 of the Terms of this Agreement.

3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections 2.1, 7.4 and 8 of the Government Agency Service Agreement.

4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.

5. California Public Records Act Compliance. Notwithstanding Section 4 of the Government Agency Service Agreement, Contractor expressly understands that City is a public

agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.

7. Subcontractors. Notwithstanding Section 2.1 of the Government Agency Service Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.

8. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated by the City. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.

9. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding the foregoing, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

10. Termination. Notwithstanding any other terms or conditions contained in the Agreement, City shall have the unilateral right to terminate this Agreement at the end of the initial term, or renewal term, for any reason or for no reason, with or without cause, and without any penalties.

11. Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

12. Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. 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 Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

13. Insurance Requirements.

13.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

13.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor

shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

13.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

13.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

13.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

13.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly

upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

13.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

13.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(A) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

13.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

13.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

13.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

13.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

13.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

13.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

13.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance

with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

13.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

13.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

13.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

13.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

13.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

13.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

13.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

13.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

14. California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

15. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

16. Labor Code Requirements.

16.1 Prevailing Wages. Contractor is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make

copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

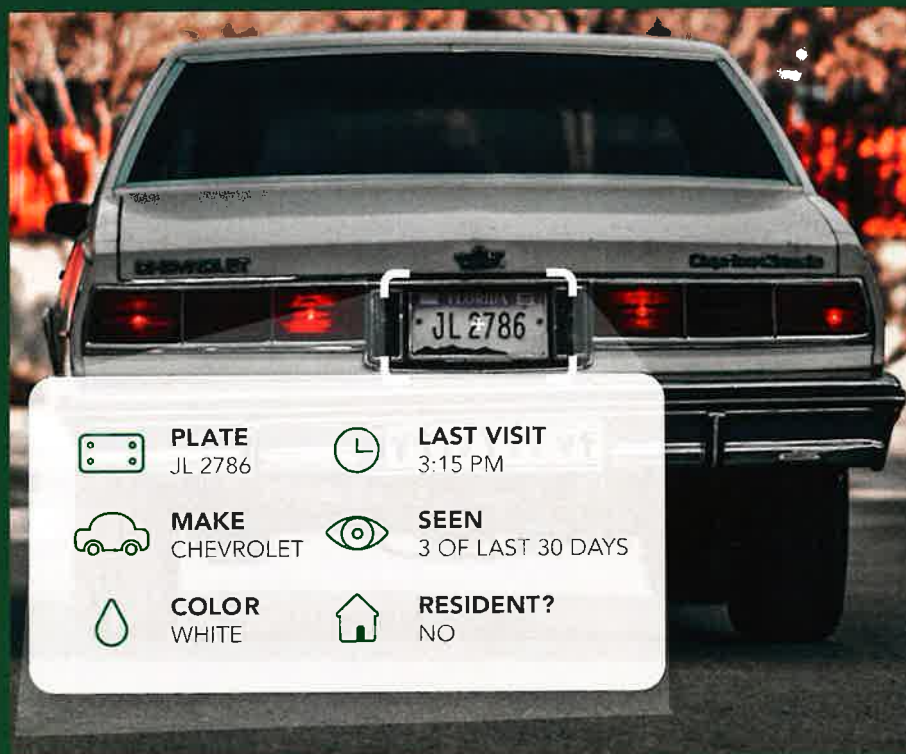
16.2 DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

flock safety

flocksafety.com
866.831.5326

Your partner in fighting crime

LAGUNA HILLS, CA RESPONSE 04.02.2021



Hi RFP Committee,

When we started Flock Safety in 2017, we were just concerned citizens trying to use our talents in electrical engineering and software development to help our neighborhoods stop property crime. Since that time, we've heard from Chiefs of Police, Command Staff, City Councils, and other Concerned Neighbors like us from all across the country. There is a growing desire to work together to eliminate crime and I believe that with the right technology, hard-working officers, and community engagement we can make a serious dent in the crime in your jurisdiction.

Why? Because it's happening today in 1000+ cities across the country. We're seeing lower crime rates, kidnapping victims returned to their families unharmed, millions of dollars in recovered stolen vehicles, a renewed energy among detectives and patrol officers, and most importantly, communities that support their local law enforcement because they are safer than ever before.

We want to continue that success with you and your community, so that you can:

- Use the latest, most advanced technology to capture better evidence
- Build tighter partnerships between law enforcement and the communities you serve
- Have a local team of Flock Safety reps dedicated to working with you and serving you

Together, we can change the fabric of our country. We look forward to hearing from you and hope you will join the "flock"!

Thank you,



Garrett Langley
Founder and CEO

Meet your dedicated team:



JESSE MUND

TERRITORY MANAGER /PROJECT
LEAD FOR SOUTHERN
CALIFORNIA-SAN DIEGO BASED

Prior to joining the Flock in March, Jesse spent the last 5 years working with Law Enforcement to deploy city and county-wide CAD/RMS solutions to over 100 agencies across the country. Jesse will oversee the Flock Resources and communications with the city of Corona to ensure the project is successful.



HECTOR SOLIMAN -VALDEZ

CUSTOMER SUCCESS MANAGER-
SOUTHERN CALIFORNIA-LA BASED

Prior to joining the Flock in May, Hector spent 4 Years as San Diego and Santa Monica transportation manager, including key parking and mobility projects that increased awareness of transportation options. Hector is responsible for the ongoing relationship between Flock and Corona.



BRANDON RAMOS

FULL-TIME INSTALL
TECHNICIAN

LOS ANGELES, CA
8 years as a US Army Electrical Engineer and recent full-time hire to Manage the LA technicians. Brandon has already installed over 200 Cameras in Southern California.



WILL WARREN

ONBOARDING-
ATLANTA, GA

2 years as a Google Fiber account manager In Will's first year at Flock he and has overseen 100 + large Flock Safety install projects, 30 in California. Will is responsible for getting permits and allocating installation resources.



PAUL PARK

COMMUNITY SAFETY
TERRITORY REP

Paul has worked 2 years at Flock Safety, and is focused on the Southern California territory. Paul has worked with Sold Flock Safety tech to 250+ neighborhoods and small businesses.



MEG HEUSEL

COMMUNITY ENGAGEMENT
TEAM LEAD

10 years in health care tech. 2 years at Flock Safety. Hosts meetings with you and your community (think: neighborhood watch meetings, crime prevention, etc.).



JOSH MILLER

PR MANAGER

2 years at Flock Safety in PR and media relations. Has driven 700+ positive media coverages. Josh will assist as requested by the city of Corona for Press Releases.

flock safety

1170 Howell Mill Rd Unit 210, Atlanta, GA 30318 PH- 866-901-1781

Cover Letter

City of Laguna Hills,

Thank you for taking time to evaluate Flock! A quick introduction to your Southern California team is included, but as requested in the RFP, I want to introduce the territory manager and Project Lead Mr. Jesse Mund. His contact information is:

Jesse Mund
Territory Manager Southern California
713-899-6379
Jesse.mund@flocksafety.com
3262 Via Marin #25, La Jolla, CA 92037

We appreciate your interest in Flock and to ensure compliance with the RFP, below are the requirements listed for the cover letter.

- A. Flock Safety is interested, capable, and willing to provide the services listed in the RFP document for Fixed License Plate Reader Systems.
- B. Flock will provide the full scope of services and specifications described in the Notice Inviting Bids and Specifications.
- C. Flock has read and accepts the city's Terms and Conditions and that they may change upon final award. Flock has also attached it's standard agreement for review by the city, with the understanding the city's take precedent if their is conflict. Flock will work in good faith with the city to find mutually agreeable Terms and Conditions.
- D. Since inception in 2017 Flock Safety has changed the LPR industry and how the technology is used. Flock's privacy centric subscription model is in use in over 1000 cities across the country.

Best Regards,

Alex Latraverse

Alex Latraverse
VP Growth
alex@flocksafety.com
770.905.6240

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

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Supplemental Information and References

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

flock safety

The Flock Business Model

Flock's entire business model is ALPR as a subscription.

"Flock Safety is a Fixed ALPR system with a (1) year minimum term, and is a turnkey solution. Subscriptions and warranty begin upon installation. The city has requested a 3 year initial term which is reflected in the pricing.

Flocks business model has simplified the fixed ALPR industry, by removing many of the barriers of entry. Here is why doing business with Flock is simple:

1. Flock's Pricing Model

1. LTE data, cloud storage, warranty, upgrades, and unlimited licenses are all included

2. Flock's Deployability

1. 98% of deployed cameras are solar powered
2. Flat Fee installation of \$250 per camera
3. Flock cameras can be deployed on nearly any pole
4. Installation is straightforward-no power or internet required-simple permitting

3. Limited Risk

1. Try Flock for 1 year. If it does not produce results, cancel the subscription. To date, Flock has maintained 100% retention of our law enforcement partners.

4. Community Safety programs

1. Flock started as a ALPR solution for HOA's and private businesses. Any cameras purchased by private entities has the option of adding their cameras to the Police Department's network of cameras. This provides a unique opportunity for a public/private partnership.

5. Machine learning and innovation

1. Flock's is the industry leader in innovation for ALPR technology. Please see the additional information in addendums for details.

In closing, Flock's response is probably more brief than other responses, but that is solely due to the fact that deploying a Flock solution is significantly easier than legacy solutions in the ALPR industry. Please reach out to Flock's references for confirmation.

flock safety

Laguna Hills Installation Timeline

Your timeline to start protecting your community



1. Verify camera locations with your Jesse Mund and Will Warren: 1-3 days

You know your community best, and we rely on your expertise as we work together to identify where best to place the cameras for optimal performance.

Flock Safety license plate readers need:

- 4 hours of direct sunlight (no overhead trees)
- Direct line of sight to the road
- 20-60 feet distance from targeted vehicles



2. On-site survey & place flags: 5-7 days

Once you approve the locations, Brandon, your technician will conduct an on-site survey. The technician will evaluate the solar access and the line of sight to the road. When the technician deems the locations suitable, they will place a white flag at each spot.

If the locations don't meet Flock standards (i.e. not enough year-round solar access, obstructed view of road, etc.), the technician will propose alternate locations and your Onboarding Specialist will share with you for approval.

While it's not necessary to be there for the site survey, please notify your Onboarding Specialist if you would like to be present.



3. Call 811: 7-10 days

The white flags are used as a reference for Call 811 to eliminate the risk of hitting any underground utility lines. Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 40-foot radius. Call 811 is a government service, and turnaround time varies by location. Note: they will not mark for irrigation lines. Flock does not anticipate this step being needed for Corona as no Flock poles will be used.



4. Ship materials & schedule installation: 7-10 days

While the utility marking process is underway with Call 811, Flock Safety will schedule the installation and ship the pole and camera materials to the technician. We'll keep you posted along the way.



5. Install cameras: 2-3 days

While installing in your community, the Flock Safety team will be in direct communication with the technician to ensure the equipment is implemented up to our high quality standard.

A great thing about the Flock license plate reading camera installation is that you do not need to be present. If you do wish to be present, please let your Onboarding Specialist know.



6. Validate cameras and start solving crime: 1-2 days

Upon the completion of your installation, we'll spend some time confirming that your cameras are capturing footage well. Once we give our stamp of approval, your Onboarding Specialist will give you full access to the system along with helpful training resources.

WELCOME TO THE FLOCK!

Learn more at www.flocksafety.com

flock safety

References

Hemet Police Department

Chief Eddie Pust

epust@cityofhemet.org

951-765-2400

20+Camera installation

Riverside County Sheriff (San Jacinto Station)

Lt. Ken Reichle

kreichle@riversidesheriff.org

951-487-7363

20+Camera installation

Ontario Police Department

Chief Mike Lorenz

mlorenz@ontariopolice.org

909-408-1897

20+Camera installation

Redlands Police Department

Asst. Chief Travis Martinez

tmartinez@redlandspolice.org

909-557-6583

20+Camera installation

Huntington Beach Police Department

Lt. Chris Nesmith

cnesmith@hbpd.org

714-536-5918

20+Camera installation

Barstow Police Department

Captain Andy Espinoza

afespinoza@barstowca.org

760-255-5135

20+Camera installation

Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety's technology system as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a crime-fighting technology company with a mission to eliminate non-violent crime in the United States.

What makes Flock Safety's technology different



YOUR DEDICATED TEAM

You have a team of Flock Safety representatives dedicated to your account's success. You already know your local Law Enforcement rep, but you also have a Market Manager who ensures your cameras are in good working order, a Community Engagement team that sells LPRs to neighborhoods and small businesses in your city, and a PR team that can help with all your media requests.



CONSTANT INNOVATION

In 2018, we had one product - the Falcon ALPR. Every 3 months we've launched a new flagship product including the Sparrow ALPR, Vehicle Fingerprint™ technology, the Wing integration, and much, much more. We partner with you to build the products you need to capture evidence, gain insights from that evidence, and then deliver that evidence to the right person at the right time.



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provide a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



SIMPLE & AFFORDABLE

Our pricing is incredibly straightforward. LPR cameras cost just \$2,500 per camera per year, which includes hardware, software, upgrades, unlimited users, and more. Our full suite of products work together to help you stop crime.

flock safety

Flock Safety Falcon™ Fixed ALPR

Unrivalled accuracy

Our cameras deliver 1.3 times the plate reads of traditional LPR cameras, and capture state details, temporary tags, and details on no-plate vehicles.

Install anywhere

Leverage solar or wired electric for power, so cameras can go anywhere you need.

Fast and easy

Use a Google-like search from your computer or phone to access footage from our secure cloud, identifying vehicles in seconds.

Worry-free maintenance

We install, service, and continuously upgrade your cameras at no additional cost.



Affordable for all

\$2,500 per camera annually includes maintenance, cloud storage, and software updates. One-time installation fee of \$250.





Innovation timeline



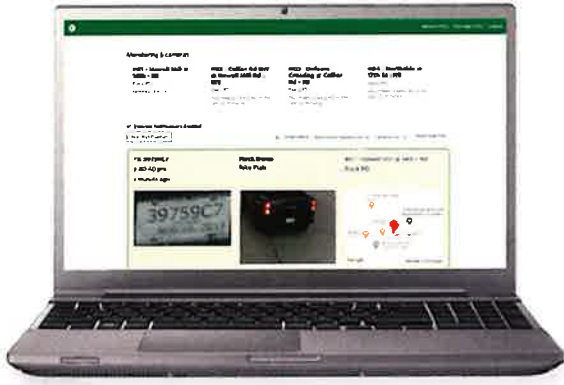
Products and services

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



Patrol and Dispatch

- Connected to the NCIC Hot List & CJIS compliant
- 1 Hot List tool designed for MDTs and 1 Hot List tool designed for running in Dispatch
- State detection and picture to ensure accurate alerts
- Create and save custom alerts for any vehicles (including non-license plate searches)
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Audible and visual via email and SMS to users
- Receive hot list alerts from privately owned cameras in your jurisdiction

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
 - Date and time
 - Vehicle Characteristics
 - Plate (partial/full)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status
 - Location/Date/Time



Insights

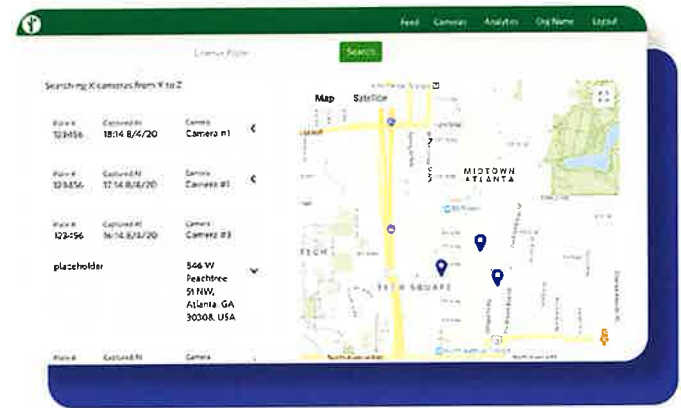
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

Advanced Search

Search plates across your jurisdiction

- **Multiple times** - Get a full view of all vehicle activity in your network
- **Multiple cameras** - See every location where your suspect traveled
- **Convoy analysis** - Find suspect vehicle groups



Vehicle Fingerprint™ technology



Our PATENTED vehicle recognition software delivers much more than just the license plate.

- **Vehicle type search** - Find vehicles by easily sorting on the type of vehicle in question:
 - Sedan, Coupe, Convertible, Wagon, Hatchback
 - SUV, Crossover
 - Work Van, Minivan
 - Pickup, Semi-Truck
 - Bus
 - Motorcycle
 - Golf Cart
 - Trailer
- **Vehicle feature search** - Search any unique details (think: roof rack, spoiler, trailer hitch), you can find similar vehicles across your entire network

Day or Night, Plate or No Plate. Crystal clear footage you need.

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"
Weight: 3 lbs
IP65 Waterproof

Power

14Ah Battery
30W Solar Panel (14" x 21")
AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection
Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)
Accessible via secure website
Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp
60 W Solar
11-14 Volt

Processing Power

1.4GHz
64-bit quad-core CPU

Image Capture

30-50 ft from vehicles
Up to 2 lanes of traffic per camera
Date and time with camera location
Plate (state, partial, paper, and none)
Vehicle details (Make, type, and color)



BIDDER'S NAME: Flock Safety

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

TO CITY OF LAGUNA HILLS:

The undersigned VENDOR/CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids and Specifications and to perform all work in the manner and time prescribed therein.

VENDOR/CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final. If this Bid Proposal is accepted for award, VENDOR/CONTRACTOR agrees to enter into an Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

VENDOR/CONTRACTOR understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

VENDOR/CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the VENDOR/CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

VENDOR/CONTRACTOR certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

VENDOR/CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

VENDOR/CONTRACTOR acknowledges that it is the City's intention to award a Fixed Automatic License Plate Reader System Services Agreement for a period commencing on April 14, 2021, or as soon thereafter as determined appropriate by City.

VENDOR/CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

VENDOR/CONTRACTOR'S NAME: Flock Safety DATE 03/31/ 2021

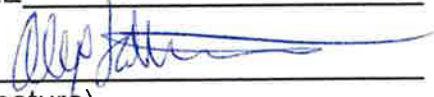
VENDOR/CONTRACTOR'S ADDRESS:

1170 Howell Mill Rd. NW Unit 210

Atlanta, GA 30318

BY Alex Latraverse

TITLE VP of Growth


(Signature)

PHONE (____) _____

BY _____

TITLE _____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

VENDOR/CONTRACTOR'S INFORMATION

VENDOR/CONTRACTOR certifies that the following information is true and correct:

Contractor Name Flock Safety

Business Address 1170 Howell Mill Rd NW Unit 210 Atlanta, GA 30318

FAX No. (____) _____ Telephone (866) 901-1781

E-Mail address: Support@flocksafety.com

State Contractor's License No. and Class PW-LR-1000674310 Laborer

Original Date Issued 10/01/2020 Expiration Date 06/30/2023

Years this Company has been in the Maintenance Business 3

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Alex Latraverse-VP of Growth

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: N/A

BY Alex Latraverse

(Print Name)

(Signature)

TITLE VP of Growth

DATE 3/29/21

Continued next page

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

BIDDER'S NAME: Flock Safety

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which VENDOR/CONTRACTOR has current contracts for automatic license plate reader system services:

1. Agency: City of Lake Forest
 Address: 100 Civic Center Dr. Lake Forest, CA 92630
 Telephone: 949-461-3400
 Primary Contact Person/Title: Brett Channing-Deputy City Manager
 Years of service with this Agency: .5 Type of Work: Fixed ALPR
 Term of Agreement: 3 year subscription Expiration Date: 9/21/2023
2. Agency: City of Stanton
 Address: 7800 Katella Ave Stanton, CA 90680
 Telephone: 714-379-9222
 Primary Contact Person/Title: Alan Rigg-Public Works Director
 Years of service with this Agency: 1 Type of Work: Fixed ALPR
 Term of Agreement: 2 year subscription Expiration Date: 2/18/2022
3. Agency: City of San Jacinto
 Address: 951 S San Jacinto Ave San Jacinto, CA 92583
 Telephone: 951-487-7330
 Primary Contact Person/Title: Rob Johnson
 Years of service with this Agency: .5 year Type of Work: Fixed ALPR
 Term of Agreement: 12 Month Subscription Expiration Date: 08/23/2021

Continued next page

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

BIDDER'S NAME: Flock SafetyNONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BIDSTATE OF CALIFORNIA)
) SS
COUNTY OF)

Alex Latraverse, being first duly sworn, deposes and says that he or she is VP of Growth of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Contractor 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Signed


Alex Latraverse

Name (print)

VP of Growth

Title

3/28/21

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

BIDDER'S NAME Flock Safety

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

INSTRUCTIONS: BIDDER SHALL COMPLETE EITHER OR BOTH BASE BID 1 AND BASE BID 2 AND THE ALTERNATE BID:

BASE BID 1

1. Furnish and install up to 10 ALPR Smart Cameras complete and in place as City purchased equipment through the Vendor/Contractor:

Unit price per each \$ _____ x 10 each = \$ _____

2. Monthly Services fees for a complete and operational ALPR system:

Monthly Fee for all services \$ _____ x 36 months = \$ _____

Total Fee BASE BID 1 \$ _____

Total Contract Cost BASE BID in Words:

_____ DOLLARS and _____ CENTS

BASE BID 2:

1. Vendor/Contractor provided up to 10 ALPR Smart Cameras and ALPR system complete and in place as a subscription/lease basis:

Unit price per each camera \$ 215.28 x 10 each x 36 months = \$ 77,500

2. Monthly Services fees for a complete and operational ALPR system:

Monthly Fee for all services \$ _____ x 36 months = \$ Included

Total Fee BASE BID 2 \$ 77,500

Total Annual Contract Cost BASE BID 2 in Words:

Seventy seven thousand five hundred DOLLARS and 00 CENTS

Continued on next page

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

BIDDER'S NAME Flock Safety

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES
CONTINUED

ALTERNATE BID

1. Unit Price for each additional smart camera furnished and installed on existing poles - City purchased. \$ N/A
2. Unit Price for each additional smart camera furnished and installed on existing poles – Subscription/Lease basis. \$ 7,750 (or 2500 per r
with \$250 install fee)
3. Unit Price for each furnished and installed independent pole/footing/appurtenances. \$ 7,750 (or 2500 per y
with a \$250 install fee
4. Unit Price for extension of secure encrypted data storage:
 - a. From 30 days storage to 60 days storage \$ N/A
 - b. From 30 days storage to 90 days storage \$ N/A
 - c. From 30 days storage to one-year storage \$ 300/per camera per
year
5. Software User Interface \$ Included /year
6. Software user licenses \$ Unlimited /each
7. Application Programming Interface \$ Included /year
8. Software maintenance and support \$ Included /year
9. Software upgrades \$ Included /each
10. Hardware maintenance and support \$ Included /year
11. Mounting equipment and supplies \$ Included /each
12. Software training \$ Included /each

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Continued next page

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES
CONTINUED

BID PROPOSAL

IN WITNESS WHEREOF, Vendor/Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 26th day of March, 2021.

NOTE: VENDOR/CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

VENDOR/CONTRACTOR NAME: Flock Safety

By Alex Latraverse
Print

Signature
VP of Growth
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

Notary Attachment:

7.1.2.b

Alex Letraverse

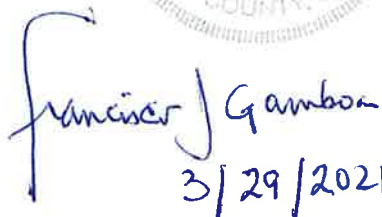


VP of Growth

3/28/21

AL




Francisco J. Gamboa
3/29/2021

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

CITY OF LAGUNA HILLS

SCOPE OF WORK
SPECIAL PROVISIONS
FOR

FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

A. GENERAL

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, and all Appendices establish the standards and specifications (hereinafter "specifications") for fixed automatic license plate reader system services.

The Vendor/Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the fixed automatic license plate reader system services, as set forth in this specification, and in keeping with the highest standards of quality and performance for the lump sum price proposal.

The City seeks to retain the services of a qualified and experienced Vendor/Contractor capable of performing the work to furnish and install of up to ten (10) fixed automatic license plate reader systems as a Phase 1 deployment (locations of cameras to be determined), including smart cameras, independent power source, a software user interface, ethernet, wireless, and/or cellular network connectivity, a global positioning system for each camera, securely encrypted local and cloud data storage and transfer, hardware maintenance, software maintenance, software support, software training, and embedded software support for systems utilizing embedded software, including all equipment, cabling, and supplies for the complete operation of the system, on an ongoing basis for a three-year initial term (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The City wishes to enhance public safety by installing fixed automatic license plate reader systems across key areas of Laguna Hills. This technology has proved to assist in serving as a deterrent to crime and serves as a forensic tool to solve crimes after they occur. The cameras will record the exterior of vehicles for the purpose of capturing license plates and vehicle characteristics to be utilized by police services for investigative and law enforcement purposes.

B. FIXED AUTOMATIC LICENSE PLATE READER CAMERA SYSTEM SCOPE OF WORK

The Vendor/Contractor shall furnish and install, as either City purchased equipment or leased equipment (see Bid Schedule), fixed automatic license plate reader systems with smart cameras ("cameras") that must include the following minimum specifications:

1. Self-powered smart cameras designed for the stated purpose of this Notice Inviting Bids inclusive of on-board image storage and high-speed communications utilizing commercially available cellular and/or wifi capabilities. Yes. Flock anticipates installing all solar powered cameras with LTE.
2. Multi-Lane Coverage: The cameras must capture high resolution images and videos covering a minimum of two lanes of traffic.
Yes, each camera is designed for 2 lanes of traffic.
3. Camera Working Distance: The working distance of the cameras must be a minimum distance of at least 13 feet and a maximum distance of at least 75 feet.
Yes
4. Optics: The system must be comprised of self-illuminating Infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions, including a complete lack of lighting. The IR Light Emitting Diodes (LEDs) must be pulsed to enhance license plate capture and extend the lifetime of the LED board. The cameras must have a dual lens configuration in a single camera housing featuring both an IR lens for license plate capture and a color lens for both license plate capture and a color image of the vehicle. Yes
5. Image Capture: The cameras must capture complete license plates, partial license plates, and temporary license plates, including state of origin, image capture date, image capture time, camera location, and the vehicle make, model, and color. For covered license plates, the cameras must capture the vehicle make, model, and color, including image capture date, image capture time, and camera location.
Yes, Flock captures this information via machine vision, not a 3rd party database such as the DMV or Carfax.
6. Video Capture and Streaming: The cameras must capture and stream high resolution video of captured vehicles and store the data on the Vendor/Contractor's server.
Yes, ALPR images (not video) is stored on Flock's servers in AWS.
7. Communications and Networking: The cameras must include an integrated global positioning system (GPS) and ethernet, cellular, or wireless network connectivity, including all equipment and cabling for network communications. The cameras must include all necessary communications and network protocols for the complete operation of the system.
Yes, LTE data is included in the subscription.
8. Local Storage: Each camera must include a minimum of 16 gigabytes of local storage. Yes
9. Data Transfer and Storage: Image and video data must be transferred from the local camera to the Vendor/Contractor's servers immediately. Image and video data must be stored on the Vendor/Contractor's servers for a minimum of 30 days. All data, including end-user data, must be stored in

compliance with all applicable local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules.

Yes, Flock stores data for 30 days on its servers in the Amazon Web Services.

10. Real-Time Notifications: The cameras must be capable of transmitting real-time notifications including, but not limited to, when a camera sees a vehicle registered on the Federal Bureau of Investigation (FBI) National Crime Information Center (NCIC) and/or on a custom alert list created by an end-user.

Yes

11. Environment: The cameras must be enclosed in an environmentally secured enclosure rated at a minimum of Ingress Protection (IP) 65.

Yes

12. Warranty: The cameras must include a one-year parts and labor warranty.

Yes, all Flock hardware is under warranty for the duration of the subscription.

13. Equipment: The Vendor/Contractor must furnish all equipment for the complete installation and operation of the system including, but not limited to, mounting equipment, networking equipment, and power equipment.

Yes, Flock will provide all necessary hardware installation.

14. Embedded Software Support: The Vendor/Contractor must provide embedded software support for cameras utilizing embedded software.

Yes

15. Hardware Maintenance: The Vendor/Contractor must provide hardware maintenance for all hardware components of the fixed automatic license plate reader systems including, but not limited to, cameras, mounting and bracketing equipment, networking equipment and cabling, and power equipment and cabling for the term of this Agreement whether the cameras are purchased by City or as subscribed/leased equipment.

Yes

C. SOFTWARE SPECIFICATIONS

The Vendor/Contractor shall provide a software user interface (software system) for the fixed automatic license plate reader systems to include at a minimum the following:

1. User Licenses: The software system shall include an unlimited number of user licenses.

Yes

2. User Administration: The software system shall include a user management component, including administrator roles and customizable user roles. The administrator role shall be able to create user roles with various privileges and permissions.

Yes

3. Cloud Server: The Vendor/Contractor must provide a securely encrypted cloud server to store image and video data from the fixed automatic license plate reader system. The server must be accessible and searchable from within the software system. Users must be able to download data stored on

the server to a local machine and have continuous 24-hour per day access to the data set in a user acceptable interface.

Yes, Flock data is encrypted both in transit and at rest.

4. Custom Alerts: The software system must provide customizable alerts that deliver real-time mobile data terminal, email, SMS, and/or software system notifications to users/police services when an alert is triggered.

Yes, the user can choose which option they prefer, or all 3.

5. Search: The software system must provide the ability to search the Vendor/Contractor's servers and/or databases for license plate data and vehicle data including, but not limited to, complete license plates, partial license plates, vehicle make, model, and color, camera location, image capture date, and image capture time.

Yes, Flock does this via machine vision, not by connection to a 3rd party database.

6. Reports: The software system must include a reporting feature to create reports on license plate data and vehicle data.

Yes

7. Integrations and Application Programming Interface: The software system must include an application programming interface to integrate with other software applications, databases, and servers.

Yes

8. Software Updates: Software system updates must be included at no additional cost to the City.

Yes

9. Software Support: The Vendor/Contractor must provide ongoing support for the software system.

Yes

10. Training: The Vendor/Contractor shall provide training for the software system.

Yes, local representatives are available for training as needed.

D. CAMERA INSTALLATION LOCATION SPECIFICATIONS

The cameras shall be installed on City-owned traffic signals and/or City-owned property. The exact installation location of each camera must be provided and approved by the City prior to the Vendor/Contractor installing the cameras. The City reserves the right to change the installation location of the cameras at any time. Should an installation location not have an existing City pole available, per the Alternate Bid Schedule, the Vendor/Contractor shall install an independent pole to the City's satisfaction.

Understood. Flock prefers using a city pole, but can install our own pole if needed at no additional cost.

E. PERMITS

Prior to the start of any work, the Vendor/Contractor shall take out the applicable City Building permits and/or Encroachment Permits and make arrangements for City inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Vendor/Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or

authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive the usual City permit, plan check and inspection fees. Understood.

Further, Vendor/Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Vendor/Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Vendor/Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract Understood

F. SAFETY.

Traffic and Access.

When entering or leaving roadways carrying public traffic, the Vendor/Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Vendor/Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Vendor/Contractor or not, the Vendor/Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Vendor/Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Vendor/Contractor.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

The Vendor/Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.

II. The local public entity 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 Vendor/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.

III. That, in the event that a dispute arises between City and the Vendor/Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Vendor/Contractor's cost of, or time required for, performance of any part of the work, the Vendor/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 Vendor/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.

G. STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS

The Vendor/Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Vendor/Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Vendor/Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Vendor/Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Vendor/Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Vendor/Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

H. TRAFFIC CONTROL

The Vendor/Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Vendor/Contractor is properly implementing the MUTCD details, then work

shall be stopped until such time as the Vendor/Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Vendor/Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of two through travel lanes and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.

The Vendor/Contractor shall designate at least one worker solely for the provision and maintenance of traffic control.

The Vendor/Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.

The Vendor/Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Vendor/Contractor.

The Vendor/Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The

equipment shall be furnished and kept clean and in good repair by the Vendor/Contractor, at Vendor/Contractor's expense.

Should the Vendor/Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Vendor/Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Vendor/Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Where on-street parking is allowed at the location of the work of installation, the Vendor/Contractor shall be required to post "Temporary No Parking" signs 48 hours prior to start of work.

Vehicles of the Vendor/Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

APPENDIX 1
CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS

Attachment: Flock Group Inc. - Bid Proposal (2403 : Award of Contract - Fixed ALPR System)

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

ADDENDUM

CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS

For purposes of this Addendum to the Agreement between _____, Inc. and the City of Laguna Hills, the term "Contractor" shall refer to _____, Inc., and the term "City" shall be used to refer to the Customer, which is the City of Laguna Hills.

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "_____ Safety End to End Data Security Overview," "_____ Safety CJIS Compliance Overview," and "_____ Safety Internet Security Policy," (collectively, referred to as the "_____ Security Policies") as each such policy was in effect as of _____, 2020. Any amendment to the _____ Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the _____ Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and _____ will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections _____ of the Terms of this Agreement.

3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections _____ of the Government Agency Service Agreement.

4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.

5. California Public Records Act Compliance. Notwithstanding Section ____ of the Government Agency Service Agreement, Contractor expressly understands that City is a public agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

7. Subcontractors. Notwithstanding Section ____ of the Government Agency Service Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.
8. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated by the City. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.
9. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding the foregoing, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.
10. Termination. Notwithstanding any other terms or conditions contained in the Agreement, City shall have the unilateral right to terminate this Agreement at the end of the initial term, or renewal term, for any reason or for no reason, with or without cause, and without any penalties.
11. Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.
12. Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension,

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. 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 Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

13. Insurance Requirements.

13.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

13.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

13.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

13.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

13.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its

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workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

13.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

13.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

13.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(A) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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13.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

13.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

13.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

13.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

13.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

13.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the

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extent to which Contractor may be held responsible for payments of damages to persons or property.

13.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

13.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

13.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

13.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

13.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

13.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

13.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay

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commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

13.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

13.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

14. California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

15. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

16. Labor Code Requirements.

16.1 Prevailing Wages. Contractor is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at

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the Contractor's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

16.2 DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**"), any schedules attached thereto, and the Customer's **Supplemental Conditions Addendum** attached hereto and incorporated herein by reference, which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: City of Laguna Hills	Contact:
Address:	Phone:
	E-Mail:
Usage Fees: \$75,000 for 3 year term (the "Payment Period") Number of Cameras: 10	Initial Term: 36 Months Renewal Term: 36 Months
Installation Fee (one-time) \$16,250	Billing Contact: Expected Payment Method:

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title: Date:	By: Name: Title: Date:

ADDENDUM**CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS**

For purposes of this Addendum to the Agreement between Flock Group, Inc. and the City of Laguna Hills , the term "Contractor" shall refer to Flock Group, Inc., and the term "City" shall be used to refer to the Customer, which is the City of Laguna Hills .

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "Flock Safety End to End Data Security Overview," "Flock Safety CJIS Compliance Overview," and "Flock Safety Internet Security Policy," (collectively, referred to as the "Flock Security Policies") as each such policy was in effect as of January 29, 2020. Any amendment to the Flock Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the Flock Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and Flock will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.
2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections 2.1, 7.4 and 8 of the SaaS Terms of this Agreement.
3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections 2.1, 7.4 and 8 of the Government Agency Service Agreement.

4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.
5. California Public Records Act Compliance. Notwithstanding Section 4 of the Government Agency Service Agreement, Contractor expressly understands that City is a public agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.
6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.
7. Subcontractors. Notwithstanding Section 2.1 of the Government Agency Service Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.
8. Insurance. During the entire term of this Agreement and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements: See Exhibit B – Insurance Requirements General.
9. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.
10. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW #210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the authorization from Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood home owners associations, businesses, and individual users;

WHEREAS, unless legally required, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

flock safety

1.1 “Authorized End User” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "**Footage**" means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 "**Hardware**" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Hardware**" excludes the Embedded Software.

1.8 "**Installation Services**" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 "**Non-Agency End User**" means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock System for investigative purposes.

1.11 "**Non-Agency End User Data**" means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User for investigative purposes only.

1.12 "**Unit(s)**" shall mean the Hardware together with the Embedded Software.

1.13 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.14 "**Aggregated data**" means information that relates to a group or category of customers, from which individual customers' identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, nontransferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3. Non-agency data may only be accessed for investigative purposes.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding

resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Due to the fact that Agency selects the Designated Location, Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the installation plan driven by Agency's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the “**Agency Installation Obligations**”). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Agency shall be solely responsible for the foregoing. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Agency. Following the initial installation of the Hardware, Flock's obligation to perform installation

work shall cease; however, Flock will continue to monitor the performance of the Units. Agency understands and agrees that the Flock Services will not function without the Hardware.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flock-safety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities and Agency equipment, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary

Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, nonexclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above. As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 **Fees.** Agency will pay Flock the first Usage Fee and the Installation Fee (the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 **Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period.

Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND THE SUPPLEMENTAL CONDITIONS ADDENDUM, EXCEPT AS SET FORTH IN THE SUPPLEMENTAL CONDITIONS ADDENDUM, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE .

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO

UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES THE AMOUNT OF FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO MATTERS STATED IN THE SUPPLEMENTAL CONDITIONS ADDENDUM. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement and the Order Form(s) are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The federal and state courts sitting in California will have proper and exclusive jurisdiction and venue

with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

flock safety

EXHIBIT B

INSURANCE REQUIREMENTS

1) Insurance.

- (1) Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.
- (2) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.
 - (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.
 - (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.
 - (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
 - (d) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.
- (3) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:
 - (a) Commercial General Liability
 - (i) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or

- i. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.
 - (ii) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (b) Automobile Liability:
 - (c) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (4) Professional Liability (Errors & Omissions):
 - (a) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
 - (b) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.
- (5) Workers' Compensation:
 - (a) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
 - (b) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
- (6) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- (7) Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (8) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- (9) Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At

(15 days) prior to the expiration of any such policy, evidence of insurance showing that insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

- (10) Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.
- (11) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- (12) Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.
- (13) Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- (14) Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM
SERVICES

Issued: March 19, 2021

Bid Opening: April 2, 2021 at 1:00 pm

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

Prepared under the Supervision of and Approved by:



Kenneth H. Rosenfield, City Engineer
R.C.E. No. 33496
Expires 6/30/20

March 19, 2021
Date

CITY OF LAGUNA HILLS
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CHANGE UPON FINAL CONTRACT AWARD

APPENDIX I



**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as AGENCY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated Project in strict accordance with this Notice Inviting Bids, Specifications, and Sample Draft Contract Terms and Insurance Requirements, subject to change upon final, on file in the City Clerk's Department of the City of Laguna Hills.

Bids for a Base Bid and Alternate Bids will be received by the City Clerk at the City of Laguna Hills until 1:00 pm on the 2nd day of April 2021, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES - DO NOT OPEN WITH REGULAR MAIL."** Due to Covid-19, City Hall is currently closed. Please mail the bid through USPS, for delivery by April 1, 2021, or call Julie Comella to make arrangements to deliver the bid in person. We do not recommend submitting bids through expedited carriers, as City Hall is closed, and unable to accept time sensitive deliveries. Julie Comella will be available to accept bids in person (unless previously arranged) from 12:00 p.m. until 1:00 p.m on April 2, 2021. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only.

The City seeks to retain the services of a qualified and experienced Vendor/Contractor capable of performing the work for the furnishing and installation of up to ten (10) fixed automatic license plate reader (ALPR) systems as a Phase 1 deployment of fixed ALPRs at locations to be determined within the City. Work is to include the smart camera, an independent power source, a software user interface, ethernet, wireless, and/or cellular network connectivity, a global positioning system for each camera, securely encrypted local and cloud data storage and transfer, hardware maintenance, software maintenance, software support, software training, and embedded software support for systems utilizing embedded software, including all equipment, cabling, and supplies for the complete operation of the system, on an ongoing basis for a three-year initial term (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The City desires to enhance public safety by installing fixed automatic license plate reader systems across key areas of Laguna Hills. This technology has proved to assist in serving as a deterrent to crime and serves as a forensic tool to solve crimes after they occur. The cameras will record the exterior of vehicles for the purpose of capturing license plates and vehicle characteristics to be utilized by police services for investigative and law enforcement purposes.

The Agency reserves the right, after opening bids, to reject any or all bids and will procure the services for Project consistent with the City's procurement regulations, procedures, and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of ninety (90) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document. To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide up to ten pages of additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

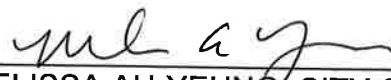
At the time of award of the Fixed Automatic License Plate Reader System Services Agreement, the Vendor/Contractor or installation subcontractor shall possess a State of California Contractor's License as appropriate for the performance of the work herein described. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

The Vendor/Contractor is notified that some aspects of this Project could be subject to State Prevailing Wages requirements. The Vendor/Contractor shall be responsible for compliance with this requirement should it be applicable to their work including registration with the Department of Industrial Relations, if any.

Complete sets of Specifications may be obtained for no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Contract Documents are available in portable document form (PDF) on the City's website: www.lagunahillsca.gov. You may obtain information regarding the Bid and plan holder's list by accessing the City's website at "www.lagunahillsca.gov", clicking on "Doing Business, Bid Opportunities, CIP/RFP". You may also access the website after the bid date to obtain information regarding the award of bid.

Dated this 19th day of March 2021.

CITY OF LAGUNA HILLS, CALIFORNIA


 MELISSA AU-YEUNG, CITY CLERK
 24035 El Toro Road, Laguna Hills, CA 92653

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES AGREEMENT

1. BID PROPOSAL FORMS

Bid Proposal(s) shall be submitted in writing on the Bid Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any submission not meeting these requirements. Bid Proposals shall consist of a Base Bid and Alternate Bids.

2. NON-COLLUSION AFFIDAVIT

Vendor/Contractor shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the Bid Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

3. PROPOSAL BID SHEET

Vendor/Contractor shall give unit prices for each and all of the items set forth. No aggregate proposal(s) will be considered. The Vendor/Contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and may change over the duration of the Project. Vendor/Contractor shall make its own estimates as to the extent of the work. In case of a variation between the unit price and the totals shown by the Vendor/Contractor, the unit price will be considered to be the bid.

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered by messenger. However, it is the Vendor/Contractor's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids. Due to Covid-19, City Hall is currently closed. For delivery of Bid Proposals prior to the Bid Date, call Julie Comella at (714) 393-4337 to make arrangements for drop off. Staff will otherwise be available to accept Bid Proposals beginning at noon on April 2, 2021, at City Hall.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a Bid Proposal will render it irregular and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

6. TAXES

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

7. DISQUALIFICATION OF CONTRACTORS

In the event that any Vendor/Contractor acting as a prime Vendor/Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Vendor/Contractor will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one. No Agreement will be executed unless the Vendor/Contractor is licensed in accordance with the provisions of the State Business and Professions Code.

8. INTERPRETATION OF DOCUMENTS

If any person/company/corporation contemplates submission of a Bid Proposal for the proposed Project and is in doubt as to the true meaning of any part of the specifications or other proposed documents, or finds discrepancies in, or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or

interpretations of the proposed documents. Vendor/Contractor shall field review the site of the Project and completely familiarize themselves with all of the work necessary to complete the Project as described in the Specifications.

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them. Before submitting its Bid Proposal, each Vendor/Contractor shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

All Bid Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to Bid Proposal(s) for contracts of this nature whether the same are expressly referred to herein or not.

Any Vendor/Contractor submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications, and the Sample Draft Contract Terms and Insurance Requirements, subject to change on final contract award.

11. AWARD OF FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Vendor/Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the Fixed Automatic License Plate Reader System Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges,

installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final.

The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the Fixed Automatic License Plate Reader System Services Agreement, which is subject to change upon final, the selected Bidder or a designated subcontractor that would perform camera installations in the public right of way shall hold a Contractor's License or a combination of licenses, as appropriate to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Vendor/Contractor to whom the award is contemplated. No Vendor/Contractor may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Vendor/Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to

self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Vendor/Contractor shall sign a Compensation Insurance Certificate and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

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CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

1. AGREEMENT

The selected Vendor/Contractor, by submitting their bid, is required to agree to the terms of the attached (see Appendix I) Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final.

2. CONFLICTS

In case of any conflict between the Notice Inviting Bids, these Specifications and the Agreement, the Agreement shall take precedence.

3. BASE BID AND ALTERNATE BIDS

The Bidder shall provide bid values for the Base Bid and all Alternative Bids. Bids shall be compared on the basis of the Base Bid only for the determination of the lowest responsive Bidder. The Agency shall have the authority to select a Vendor/Contractor to enter into the Agreement to provide services on the basis of the Base Bid and/or any combination of Alternative Bids and in accordance with the “best qualified vendor selection criteria” as described herein.

The Base Bid shall provide a lump sum fee for a three-year deployment of a Phase 1 ALPR system through either Base Bid 1: a one-time price for the City to purchase all hardware including installation of up to 10 ALPR smart cameras, independent power and all appurtenances and a monthly or yearly fixed automatic license plate reader system service fee for all hardware maintenance and all software for a complete system as further described herein in the Scope of Work or Base Bid 2: an annual and/or monthly cost for a subscription service providing all of the hardware, installation, maintenance and software for a complete ALPR system as further described herein in the Scope of Work. In addition to the lump sum annual and/or monthly price for fixed automatic license plate reader system services, Bidder shall provide unit prices for work as specified for use in determining compensation for extra work, for adding or deleting fixed automatic license plate reader systems and for price comparisons of the Scope of Work as detailed in the Alternate Bid. No extra work shall be performed unless first authorized by the issuance of a Task Order. The Alternate Bid unit prices shall include the same elements, quality and requirements of the fixed automatic license plate reader system described in the Base Bid.

4. AWARD OF FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Vendor/Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the Fixed Automatic License Plate Reader System Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the best qualified vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting City department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the

re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor.

The City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Vendor/Contractor to whom the award is contemplated. No Bidder may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Vendor/Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final.

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of three (3) years. The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

Any extension of the Term pursuant to the Renewal Option shall only be made on the basis of the terms, conditions, requirements and schedule of compensation as provided for in the Agreement.

6. METHOD OF PAYMENT

The Vendor/Contractor shall present, for the previous month, a monthly invoice for the contracted monthly amount for regular maintenance for the lump sum price proposed and, separately, for any extra work as preauthorized by Task Order as issued by City. The monthly invoice shall be accompanied with a narrative description of all work completed in the preceding month and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Failure to invoice monthly, within 30 days of the last day of the preceding month, then said invoice shall not be due and payable. Payment will be made monthly only after verification of completion of the scheduled work and any extra work. Send monthly invoices to: Director of Public Services, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. COMPENSATION

Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the lump sum price bid for complete ALPR system services and no additional compensation will be allowed therefore. The general work activities (for a complete list, consult the Special Provisions within these Specifications) included in the monthly lump sum price shall include, but not be limited to, the following work:

- a) The City's purchase of ALPR cameras or the subscription/lease of the ALPR cameras, installation of up to ten (10) fixed automatic license plate reader systems, including all equipment, cabling, and supplies for the complete operation of the system.
- b) A software user interface for the system.
- c) Hardware maintenance for all hardware components of the system.
- d) Software maintenance, training, and support for all system software.

8. TASK ORDER FOR EXTRA WORK

No extra work shall be performed without the City issuance of a Task Order authorizing the work. The following procedure will govern such extra work.

1. Extra work shall not be initiated without written authorization as represented by a Task Order except if the City Manager identifies a time sensitive emergency that if not immediately addressed would potentially expose the public to an adverse safety condition or incur a substantial cost impact by a delay in action. Otherwise, work performed prior to written authorization shall not be paid.
2. Work will be executed in a timely manner meeting the approval of the City Manager on a Unit Price basis, an agreed lump sum price or time and material basis as defined in the Task Order.
3. Extra work shall only include the following as solely determined by City to be Extra Work:
 - a. Purchase/Installation of new fixed automatic license plate reader systems.
 - b. Replacement of fixed automatic license plate reader systems.
 - c. Replacement of equipment, cabling, and supplies.
 - d. Application programming interface software integrations.
 - e. Extension of the number of months of live storage of data for retrieval by police services for use in investigations.
4. Notwithstanding the above clauses, the City shall have no obligation to utilize the Vendor/Contractor for extra work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. PREVAILING WAGES

The Vendor/Contractor is notified that some aspects of this Project could be subject to State Prevailing Wages requirements. The Vendor/Contractor shall be responsible for compliance with this requirement should it be applicable to their work including registration with the Department of Industrial Relations, if any.

10. ANTI-KICKBACK AND WORK STANDARDS

The Vendor/Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part

3). The Vendor/Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Vendor/Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and the standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

11. EMERGENCY NUMBERS

The Vendor/Contractor shall furnish the City with toll-free emergency telephone numbers which can be called 24 hours a day during emergency conditions. The Vendor/Contractor shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of notification of emergency situations. An answering service is not adequate for emergency calls.

12. LICENSES

The Vendor/Contractor or installation subcontractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Vendor/Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

13. DRESS CODE AND APPEARANCE

The Vendor/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

14. INTERACTION WITH PUBLIC

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the

English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project.

15. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any area which the fixed automatic license plate reader systems are installed. If such alterations affect the provision of the Agreement, the Vendor/Contractor shall submit a cost reduction to the Agreement resulting from the new work.

16. CITY LIAISON

The City representative and/or City Manager, and the Vendor/Contractor's Supervisor will meet on a regular basis if the City so desires. The purpose of this meeting will be to discuss general and specific status of fixed automatic license plate reader system services.

17. REVIEW OF PROJECT SERVICES

Upon request, the Vendor/Contractor or their representative will walk the Project with the City representative, or the City Manager, for the purpose of determining compliance with the Specification or to discuss required work.

18. SUBSTITUTIONS

Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City Manager.

19. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions, Special Provisions, and Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final, and shall be in compliance with all electrical codes, traffic control specification and city permit requirements.

Unless otherwise specified, the Vendor/Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

20. COMMUNICATIONS

In addition to emergency telephone access and scheduled meetings, Vendor/Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Vendor/Contractor shall maintain and utilize an email account specific to the City of Laguna Hills. Email shall be the

routine communication media for submission of documents, requests, work orders, reports, etc.

21. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Vendor/Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Vendor/Contractor's neglect shall be corrected or paid for by the Vendor/Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Vendor/Contractor of the above-stated obligation.

If the City requests or directs the Vendor/Contractor to perform work in a given area, it will be the Vendor/Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Vendor/Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

1. Utility Requirement

The Vendor/Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Vendor/Contractor with the locations of their substructures in the construction area when the Vendor/Contractor gives at least a 48 hour notice to the Underground Service Alert by calling (800) 422-4133. Vendor/Contractor shall provide the agency with proof of contact with USA upon request.

The Vendor/Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	1265 N. Van Buren St.	Anaheim, CA 92807	David Goldstein	714/666-5696
OCTA	550 S. Main Street	Orange, CA 92613	Kyle Poff	714/560-5816
SCE	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water	24251 Los Alisos Bl.	Lake Forest, CA 92630	Brian Miller	949/837-7050
Gas Company	1919 S. State College	Anaheim, CA 92806	Mike Duenaz	714/634-3158

Gas Company Transmission CR&R	P. O. Box 1100 P.O. Box 1100	Chatsworth, CA 91313 San Juan Capistrano, CA 92693	Rosalyn Squires Mike Campuzano	818/701-4546 949/254-1779
SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
SDGE	662 Camino de los Mares	San Clemente, CA 92673	Dolphus D. Davis	949/369-4721

The Vendor/Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Vendor/Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Vendor/Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

2. Safety Orders

The Vendor/Contractor shall comply with the provisions of any Agency ordinances or regulations, State Laws, and Federal Regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Vendor/Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend.

Prior to beginning of excavations requiring shoring, the Vendor/Contractor shall provide the design of the shoring system as prepared by a licensed civil engineer and designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Vendor/Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Vendor/Contractor shall

be solely responsible for construction safety and for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

22. CONTRACTOR NEGLIGENCE

Any damage to City or private property, including loss of plant material, which has been determined by the City to be due to the Vendor/Contractor's neglect or actions, shall be corrected by the Vendor/Contractor at no additional cost to the City.

23. SAFETY

Vendor/Contractor shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law.

24. CONSTRUCTION EQUIPMENT

The Vendor/Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by City Manager to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

25. TRAFFIC CONTROL

The Vendor/Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Vendor/Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Vendor/Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

If deemed necessary by the City Manager, the Vendor/Contractor shall have prepared by a licensed civil engineer or traffic engineer a Traffic Control Plan in accordance with the Caltrans Traffic Manual and the Work Area Traffic Control Handbook prior to implementing any lane closures. The Traffic Control Plans shall be submitted to the City for review prior to use. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Vendor/Contractor shall minimize this occurrence and post notices as required.

26. NOISE CONTROL REQUIREMENTS

The Vendor/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. Operations and equipment producing noise are restricted to the hours of 7:00 a.m. to 4:00 p.m. It is the responsibility of the Vendor/Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. 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 of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

Proposal Submission Requirements

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to comply with the Sample Draft Contract Terms and Insurance Requirements.
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
 - f) Any unique services or capabilities that qualifies the Company better than any other companies for this Scope of Work.
3. A statement and documentation of the Company's financial condition.
4. A proposed Schedule of Performance.
5. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
6. All the following Bid Proposal pages.

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

TO CITY OF LAGUNA HILLS:

The undersigned VENDOR/CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids and Specifications and to perform all work in the manner and time prescribed therein.

VENDOR/CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final. If this Bid Proposal is accepted for award, VENDOR/CONTRACTOR agrees to enter into an Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

VENDOR/CONTRACTOR understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

VENDOR/CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the VENDOR/CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

VENDOR/CONTRACTOR certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

VENDOR/CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

VENDOR/CONTRACTOR acknowledges that it is the City's intention to award a Fixed Automatic License Plate Reader System Services Agreement for a period commencing on April 14, 2021, or as soon thereafter as determined appropriate by City.

VENDOR/CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

VENDOR/CONTRACTOR'S NAME: _____ DATE _____ 2021

VENDOR/CONTRACTOR'S ADDRESS:

BY _____

TITLE _____

 (Signature)

PHONE (____) _____

BY _____

TITLE _____

 (Signature)

Signatures to be Notarized,
 Attach ACKNOWLEDGMENT

VENDOR/CONTRACTOR'S INFORMATION

VENDOR/CONTRACTOR certifies that the following information is true and correct:

Contractor Name _____

Business Address _____

FAX No. (____) _____ Telephone (____) _____

E-Mail address: _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Years this Company has been in the Maintenance Business _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BY _____
(Print Name)

(Signature)

TITLE _____

DATE _____

Continued next page

BIDDER'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which VENDOR/CONTRACTOR has current contracts for automatic license plate reader system services:

1. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____
2. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____
3. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____

Continued next page

BIDDER'S NAME: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Contractor 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Signed

Name (print)

Title

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

INSTRUCTIONS: BIDDER SHALL COMPLETE EITHER OR BOTH BASE BID 1 AND BASE BID 2 AND THE ALTERNATE BID:

BASE BID 1

1. Furnish and install up to 10 ALPR Smart Cameras complete and in place as City purchased equipment through the Vendor/Contractor:

Unit price per each \$ _____ x 10 each = \$ _____

2. Monthly Services fees for a complete and operational ALPR system:
Monthly Fee for all services \$ _____ x 36 months = \$ _____

Total Fee BASE BID 1 \$ _____

Total Contract Cost BASE BID in Words:

_____ DOLLARS and _____ CENTS

BASE BID 2:

1. Vendor/Contractor provided up to 10 ALPR Smart Cameras and ALPR system complete and in place as a subscription/lease basis:

Unit price per each camera \$ _____ x 10 each x 36 months = \$ _____

2. Monthly Services fees for a complete and operational ALPR system:
Monthly Fee for all services \$ _____ x 36 months = \$ _____

Total Fee BASE BID 2 \$ _____

Total Annual Contract Cost BASE BID 2 in Words:

_____ DOLLARS and _____ CENTS

Continued on next page

BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES
CONTINUED

ALTERNATE BID

1. Unit Price for each additional smart camera furnished and installed on existing poles - City purchased. \$ _____
2. Unit Price for each additional smart camera furnished and installed on existing poles – Subscription/Lease basis. \$ _____
3. Unit Price for each furnished and installed independent pole/footing/appurtenances. \$ _____
4. Unit Price for extension of secure encrypted data storage:
 - a. From 30 days storage to 60 days storage \$ _____
 - b. From 30 days storage to 90 days storage \$ _____
 - c. From 30 days storage to one-year storage \$ _____
5. Software User Interface \$ _____/year
6. Software user licenses \$ _____/each
7. Application Programming Interface \$ _____/year
8. Software maintenance and support \$ _____/year
9. Software upgrades \$ _____/each
10. Hardware maintenance and support \$ _____/year
11. Mounting equipment and supplies \$ _____/each
12. Software training \$ _____/each

/

Continued next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES
CONTINUED

BID PROPOSAL

IN WITNESS WHEREOF, Vendor/Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2021.

NOTE: VENDOR/CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

VENDOR/CONTRACTOR NAME: _____

By _____
Print

Signature

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS

SCOPE OF WORK
SPECIAL PROVISIONS
FOR

FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

A. GENERAL

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, and all Appendices establish the standards and specifications (hereinafter "specifications") for fixed automatic license plate reader system services.

The Vendor/Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the fixed automatic license plate reader system services, as set forth in this specification, and in keeping with the highest standards of quality and performance for the lump sum price proposal.

The City seeks to retain the services of a qualified and experienced Vendor/Contractor capable of performing the work to furnish and install of up to ten (10) fixed automatic license plate reader systems as a Phase 1 deployment (locations of cameras to be determined), including smart cameras, independent power source, a software user interface, ethernet, wireless, and/or cellular network connectivity, a global positioning system for each camera, securely encrypted local and cloud data storage and transfer, hardware maintenance, software maintenance, software support, software training, and embedded software support for systems utilizing embedded software, including all equipment, cabling, and supplies for the complete operation of the system, on an ongoing basis for a three-year initial term (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The City wishes to enhance public safety by installing fixed automatic license plate reader systems across key areas of Laguna Hills. This technology has proved to assist in serving as a deterrent to crime and serves as a forensic tool to solve crimes after they occur. The cameras will record the exterior of vehicles for the purpose of capturing license plates and vehicle characteristics to be utilized by police services for investigative and law enforcement purposes.

B. FIXED AUTOMATIC LICENSE PLATE READER CAMERA SYSTEM SCOPE OF WORK

The Vendor/Contractor shall furnish and install, as either City purchased equipment or leased equipment (see Bid Schedule), fixed automatic license plate reader systems with smart cameras ("cameras") that must include the following minimum specifications:

1. Self-powered smart cameras designed for the stated purpose of this Notice Inviting Bids inclusive of on-board image storage and high-speed communications utilizing commercially available cellular and/or wifi capabilities.
2. Multi-Lane Coverage: The cameras must capture high resolution images and videos covering a minimum of two lanes of traffic.
3. Camera Working Distance: The working distance of the cameras must be a minimum distance of at least 13 feet and a maximum distance of at least 75 feet.
4. Optics: The system must be comprised of self-illuminating Infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions, including a complete lack of lighting. The IR Light Emitting Diodes (LEDs) must be pulsed to enhance license plate capture and extend the lifetime of the LED board. The cameras must have a dual lens configuration in a single camera housing featuring both an IR lens for license plate capture and a color lens for both license plate capture and a color image of the vehicle.
5. Image Capture: The cameras must capture complete license plates, partial license plates, and temporary license plates, including state of origin, image capture date, image capture time, camera location, and the vehicle make, model, and color. For covered license plates, the cameras must capture the vehicle make, model, and color, including image capture date, image capture time, and camera location.
6. Video Capture and Streaming: The cameras must capture and stream high resolution video of captured vehicles and store the data on the Vendor/Contractor's server.
7. Communications and Networking: The cameras must include an integrated global positioning system (GPS) and ethernet, cellular, or wireless network connectivity, including all equipment and cabling for network communications. The cameras must include all necessary communications and network protocols for the complete operation of the system.
8. Local Storage: Each camera must include a minimum of 16 gigabytes of local storage.
9. Data Transfer and Storage: Image and video data must be transferred from the local camera to the Vendor/Contractor's servers immediately. Image and video data must be stored on the Vendor/Contractor's servers for a minimum of 30 days. All data, including end-user data, must be stored in

compliance with all applicable local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules.

10. Real-Time Notifications: The cameras must be capable of transmitting real-time notifications including, but not limited to, when a camera sees a vehicle registered on the Federal Bureau of Investigations (FBI) National Crime Information Center (NCIC) and/or on a custom alert list created by an end-user.
11. Environment: The cameras must be enclosed in an environmentally secured enclosure rated at a minimum of Ingress Protection (IP) 65.
12. Warranty: The cameras must include a one-year parts and labor warranty.
13. Equipment: The Vendor/Contractor must furnish all equipment for the complete installation and operation of the system including, but not limited to, mounting equipment, networking equipment, and power equipment.
14. Embedded Software Support: The Vendor/Contractor must provide embedded software support for cameras utilizing embedded software.
15. Hardware Maintenance: The Vendor/Contractor must provide hardware maintenance for all hardware components of the fixed automatic license plate reader systems including, but not limited to, cameras, mounting and bracketing equipment, networking equipment and cabling, and power equipment and cabling for the term of this Agreement whether the cameras are purchased by City or as subscribed/leased equipment.

C. SOFTWARE SPECIFICATIONS

The Vendor/Contractor shall provide a software user interface (software system) for the fixed automatic license plate reader systems to include at a minimum the following:

1. User Licenses: The software system shall include an unlimited number of user licenses.
2. User Administration: The software system shall include a user management component, including administrator roles and customizable user roles. The administrator role shall be able to create user roles with various privileges and permissions.
3. Cloud Server: The Vendor/Contractor must provide a securely encrypted cloud server to store image and video data from the fixed automatic license plate reader system. The server must be accessible and searchable from within the software system. Users must be able to download data stored on

the server to a local machine and have continuous 24-hour per day access to the data set in a user acceptable interface.

4. Custom Alerts: The software system must provide customizable alerts that deliver real-time mobile data terminal, email, SMS, and/or software system notifications to users/police services when an alert is triggered.
5. Search: The software system must provide the ability to search the Vendor/Contractor's servers and/or databases for license plate data and vehicle data including, but not limited to, complete license plates, partial license plates, vehicle make, model, and color, camera location, image capture date, and image capture time.
6. Reports: The software system must include a reporting feature to create reports on license plate data and vehicle data.
7. Integrations and Application Programming Interface: The software system must include an application programming interface to integrate with other software applications, databases, and servers.
8. Software Updates: Software system updates must be included at no additional cost to the City.
9. Software Support: The Vendor/Contractor must provide ongoing support for the software system.
10. Training: The Vendor/Contractor shall provide training for the software system.

D. CAMERA INSTALLATION LOCATION SPECIFICATIONS

The cameras shall be installed on City-owned traffic signals and/or City-owned property. The exact installation location of each camera must be provided and approved by the City prior to the Vendor/Contractor installing the cameras. The City reserves the right to change the installation location of the cameras at any time. Should an installation location not have an existing City pole available, per the Alternate Bid Schedule, the Vendor/Contractor shall install an independent pole to the City's satisfaction.

E. PERMITS

Prior to the start of any work, the Vendor/Contractor shall take out the applicable City Building permits and/or Encroachment Permits and make arrangements for City inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Vendor/Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or

authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive the usual City permit, plan check and inspection fees.

Further, Vendor/Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Vendor/Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Vendor/Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

F. SAFETY.

Traffic and Access.

When entering or leaving roadways carrying public traffic, the Vendor/Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Vendor/Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Vendor/Contractor or not, the Vendor/Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Vendor/Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Vendor/Contractor.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

The Vendor/Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Vendor/Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descend.

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Vendor/Contractor shall submit to Engineer a written 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.

Prior to beginning of excavations requiring shoring, the Vendor/Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Vendor/Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Vendor/Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

I. That the Vendor/Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

A. Material that the Vendor/Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.

II. The local public entity 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 Vendor/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.

III. That, in the event that a dispute arises between City and the Vendor/Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Vendor/Contractor's cost of, or time required for, performance of any part of the work, the Vendor/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 Vendor/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.

G. STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS

The Vendor/Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Vendor/Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Vendor/Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Vendor/Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Vendor/Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Vendor/Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

H. TRAFFIC CONTROL

The Vendor/Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Vendor/Contractor is properly implementing the MUTCD details, then work

shall be stopped until such time as the Vendor/Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Vendor/Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of two through travel lanes and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.

The Vendor/Contractor shall designate at least one worker solely for the provision and maintenance of traffic control.

The Vendor/Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.

The Vendor/Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Vendor/Contractor.

The Vendor/Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The

equipment shall be furnished and kept clean and in good repair by the Vendor/Contractor, at Vendor/Contractor's expense.

Should the Vendor/Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Vendor/Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Vendor/Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Where on-street parking is allowed at the location of the work of installation, the Vendor/Contractor shall be required to post "Temporary No Parking" signs 48 hours prior to start of work.

Vehicles of the Vendor/Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

APPENDIX 1
CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS

Attachment: NIB and Specs - Fixed Auto License Plate Reader System Svc March 2021 (2403 : Award of Contract - Fixed ALPR System)

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

ADDENDUM

CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS

For purposes of this Addendum to the Agreement between _____, Inc. and the City of Laguna Hills, the term "Contractor" shall refer to _____, Inc., and the term "City" shall be used to refer to the Customer, which is the City of Laguna Hills.

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "_____ Safety End to End Data Security Overview," "_____ Safety CJIS Compliance Overview," and "_____ Safety Internet Security Policy," (collectively, referred to as the "_____ Security Policies") as each such policy was in effect as of _____, 2020. Any amendment to the _____ Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the _____ Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and _____ will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections _____ of the Terms of this Agreement.

3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or

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agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections _____ of the Government Agency Service Agreement.

4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.

5. California Public Records Act Compliance. Notwithstanding Section ____ of the Government Agency Service Agreement, Contractor expressly understands that City is a public agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

7. Subcontractors. Notwithstanding Section ____ of the Government Agency Service Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.

8. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated by the City. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.

9. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding the foregoing, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

10. Termination. Notwithstanding any other terms or conditions contained in the Agreement, City shall have the unilateral right to terminate this Agreement at the end of the initial term, or renewal term, for any reason or for no reason, with or without cause, and without any penalties.

11. Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

12. Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension,

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any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. 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 Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

13. Insurance Requirements.

13.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

13.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

13.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

13.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

13.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its

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workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

13.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

13.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

13.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(A) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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13.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

13.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

13.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

13.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

13.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

13.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

extent to which Contractor may be held responsible for payments of damages to persons or property.

13.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

13.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

13.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

13.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

13.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

13.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

13.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

13.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

13.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

14. California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

15. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

16. Labor Code Requirements.

16.1 Prevailing Wages. Contractor is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS***SUBJECT TO CHANGE ON FINAL CONTRACT AWARD***

the Contractor's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

16.2 DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 13, 2021
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: Agreement for a Fireworks Show in Celebration of July 4, 2021

RECOMMENDATION: That the City Council approve the Fireworks Display Agreement with Fireworks and Stage FX America, Inc., for the 2021 4th of July celebration and authorize the City Manager to execute the Agreement.

SUMMARY:

In 2020, the City of Laguna Hills' 4th of July event was cancelled because of the COVID-19 pandemic. The pandemic now appears to be resolving, the State is moving quickly through the "Blue Print for a Safer Economy" and we are currently in the Orange Tier. As a result of these improvements, Staff's expectation is that the City will be able to offer a fireworks display for the 2021 4th of July celebration. Therefore, staff recommends the City Council approve the attached Draft Fireworks Display Agreement with Fireworks and Stage FX America, Inc., ("Agreement"). A Final Agreement will be presented to the City Council at the meeting which will address a revision to the insurance provisions in the Draft Agreement currently under review. While now is the time to commit to the pyrotechnic show, additional consideration will need to be made as to whether or not it will be feasible to offer the other traditional 4th of July activities for this year's event such as carnival rides, vendor booths, games, and live music. Staff will return to the City Council at a near term future meeting to provide an update on the entirety of the event planning. This information was presented to the Parks and Recreation Commission at its April 7, 2021, meeting and the Commission was in favor of the City proceeding forward with approving a fireworks display Agreement because the Agreement allows the City to cancel the show and reschedule it. The Commission, however, also expressed concerns

that it may be too premature to host an event with fireworks that may encourage large crowds to gather.

BACKGROUND:

Due to the Covid-19 pandemic, the July 4, 2020, celebration was cancelled. However, on April 6, 2021, the California Department of Public Health (CDPH) posted an update on its website¹ stating that on June 15, 2021, California will fully open its economy if two criteria are met: 1) vaccine supply is sufficient for Californians 16 years or older who wish to be inoculated, and 2) hospitalizations are stable and low, and specifically, hospitalizations among fully vaccinated individuals are low. Common-sense health measures such as masking will remain across the State if the State is able to move past the Blue Print for a Safer Economy on June 15, 2021. As a result of these improving circumstances, Staff is planning a July 4, 2021, fireworks display.

To implement a July 4, 2021 fireworks display, it is necessary to now enter into an agreement in order for the vendor to acquire the requisite materials and prepare for the display. Hence, Staff recommends the City Council approve the attached Draft Agreement. A Final Agreement will be presented to the City Council at the meeting which will address a revision to the insurance provisions in the Draft Agreement currently under review.

In consideration of the latest CDPH update, in addition to the fireworks display, Staff will need to determine the feasibility of hosting the other traditional 4th of July celebration activities which typically include, carnival rides, vendor booths, games, and live music. More time is required to determine vendor availability, adherence to future COVID-19 large gathering guidelines relative to limitations on use of the Community Center soccer fields, Staff availability, and the City's budget. It may be advisable to reduce the overall 4th of July budget because of the fiscal impact that the pandemic has had on the City and only account for a fireworks display expense this year. A report will be presented to the City Council at a near term future date to address the feasibility of conducting other traditional activities at this year's 4th of July celebration and also any large gathering control measures that may need to be implemented by the City for the planned fireworks display.

The proposed 2021 fireworks display will utilize approximately 1,100 shells and will cost \$26,500; The fireworks display will be approximately 18 minutes in length. Attached

¹ https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/beyond_memo.aspx

4TH of July Fireworks

April 13, 2021

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within the Agreement's scope of work is the description of the fireworks display that will be provided to the City of Laguna Hills. In addition, the Agreement allows the City to cancel the display for any reason, including in response to pandemic and quarantine restrictions, if needed, up to the date of July 4, 2021, and to reschedule the display on a mutually agreed upon date occurring no later than September 5, 2022.

In accordance with the City's Procurement Code (LHMC Chapter 3-08), the procurement of nonprofessional services with an estimated value between \$25,000 and \$50,000 generally requires the solicitation of at least three informal proposals. (LHMC Section 3-08.080). However, an exception can be made to this rule with contracts, such as the proposed Agreement, for entertainment services and/or community support and/or recreation services (LHMC Section 3-08.110(L)(10)-(11)). After experiencing a number of failed fireworks displays in the past with other vendors, it is Staff's conclusion that Fireworks and Stage FX America, Inc., has a proven track record of success in producing the City's annual fireworks display. Therefore, Staff's recommendation is for the City Council to approve the attached Agreement with Fireworks and Stage FX America, Inc., and to authorize the City Manager to execute the Agreement.

A staff report on this year's 4th of July event was provided to the Parks and Recreation Commission at its April 7, 2021, meeting. From a business perspective, the Commission supported the City proceeding forward with approving a fireworks display Agreement because the Agreement allows the City to cancel the show and reschedule it. However, the Commission expressed concerns that it may be too premature to host an event with fireworks that may encourage large crowds to gather.

FISCAL IMPACT:

The historic budget for the 4th of July event has been approximately \$58,450 which includes an expense for the fireworks display. Expenses for this year's 4th of July event will post to the first fiscal year of the next two-year budget cycle. Staff anticipates a reduced overall budget for this year's event because of potential elimination of certain activities such as carnival rides and vendor booths as described in the Staff report; and consequently, the overall budget estimate is revised to \$38,950 for this year's event. This includes the cost of a fireworks display at \$26,500.

ATTACHMENTS:

- Draft Agreement with Fireworks and Stage FX America, Inc.

FIREWORKS DISPLAY AGREEMENT

Fireworks and Stage FX America, Inc.

THIS FIREWORKS DISPLAY AGREEMENT (the "Agreement") is made, entered into, and effective this ____ day of April 2021, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California ("City"), and FIREWORKS AND STAGE FX AMERICA, INC, a California corporation, dba FIREWORKS AMERICA ("FA").

RECITALS

- A. FA designs, produces, and conducts public fireworks displays; and
- B. City desires to engage FA to design, produce and perform a public fireworks display on July 4, 2021, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. City hereby engages FA to provide to City one public fireworks display ("Display"), and FA accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 FA Duties. FA shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by City) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, FA shall provide the Display in substantial conformance with the duration, quantities and format outlined in the "Celebrate Freedom" Scope of Work, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 City Duties. City shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for FA to utilize the Site for the Display.

1.3 FA Performance. As a material inducement to the City entering into this Agreement, FA acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, FA represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the

State of California. FA further represents and warrants that it is skilled in the field of public fireworks displays and that it holds the necessary skills and abilities to satisfy the standard of quality and performance as set forth in this Agreement. FA further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the City.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of all Display services and work.

2. Time and Place. The Display shall take place on July 4, 2021 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Laguna Hills High School located at 25401 Paseo de Valencia, Laguna Hills, CA, between the Tennis Court and Baseball Field, which is adjacent to the Laguna Hills Community Center located at 25555 Alicia Parkway, Laguna Hills, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. City reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead FA pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. FA shall furnish City with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the City by no later than May 29, 2021.

4. Fees, Interest, and Expenses.

4.1 Fee. City agrees to pay FA a fee of \$26,500.00 (Twenty Six Thousand Five Hundred Dollars) ("Display Fee") for the Display. City shall pay to FA \$13,250.00 (Thirteen Thousand Two Hundred Fifty Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by City no later than July 18, 2021.

4.2 Interest. In the event that the Display Fee is not paid in a timely manner, City will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance.

4.3 Expenses. FA shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as FA's responsibility under this Agreement. City shall pay all costs related to the Display not supplied by FA including, but not limited to, all

governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. Force Majeure. City agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, epidemic, pandemic and quarantine restrictions, and other causes beyond the control of FA, which may prevent the Display from being safely discharged on the Scheduled Date. If, for any such reason, FA is not reasonably able to safely discharge the Display on the Scheduled Date, City may: (i) reschedule the Display on a mutually agreed upon date occurring no later than September 5, 2022 and pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, forfeit the Deposit, and be relieved of any obligation to pay to FA the balance of the Display Fee.

6. Rescheduling. City shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if City elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$1,325.00 (One Thousand Three Hundred Twenty Five Dollars), if the City notifies FA of the request to reschedule before 12:00 a.m. on July 3, 2021; or (ii) 15% of the Display Fee, or \$3,975.00 (Three Thousand Nine Hundred Seventy Five Dollars), if the City notifies FA of the request to reschedule on or after 12:00 a.m. on July 3, 2021. The Display shall be rescheduled on a mutually agreed upon date occurring no later than September 5, 2022.

7. Right to Cancel, Substantial Delay or Postponement.

7.1 Right to Cancel. City shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If City elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, or other than FA's inability to perform as a result of operator error, or other than malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or other than FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the City shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or \$6,625.00 (Six Thousand Six Hundred Twenty Five Dollars), if the City notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$9,937.50 (Nine Thousand Nine Hundred Thirty Seven Dollars and Fifty Cents), if the City notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or \$13,250.00 (Thirteen Thousand Two Hundred Fifty Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

7.2 Substantial Delay or Postponement. Both parties agree that the City will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s)

or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the City as liquidated damages 20% of the Display Fee, or \$5,300.00 (Five Thousand Three Hundred Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the City as liquidated damages 50% of the Display Fee, or \$13,250.00 (Thirteen Thousand Two Hundred Fifty Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the City, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the City as liquidated damages 100% of the Display Fee, or \$26,500.00 (Twenty Six Thousand Five Hundred Dollars).

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the City elects to reschedule or cancel the Display prior to the Scheduled Date, the City shall communicate its decision to Kevin Brueckner of FA at go4pyro@aol.com and/or by phone to (800) 464-7976.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Kevin Brueckner of FA at go4pyro@aol.com and/or by phone to (800) 464-7976. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

9. City Contract Officer. The City Manager, or his/her designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. FA shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within FA's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by FA to determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of FA. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of FA" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. City shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the Site clear. The City shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 500-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* ("NFPA 1123"), as a Fire Safety Zone ("FSZ") from the time the fireworks are delivered to the Site until the lead FA pyrotechnician declares the Site clear. The approximate location and scope of the FSZ is depicted in Exhibit "B" attached hereto. It is understood and agreed that FA will cease the discharge of all fireworks due to any security breach of the FSZ. FA shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the City's failure to maintain the 500-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, City shall be responsible for any property damage to the Laguna Hills High School Tennis Court, Baseball Field, Track and/or Football Field solely within the FSZ caused by ordinary fallout from the Display. City acknowledges and agrees that FA's responsibilities are limited to the Display and that FA is relying on City to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of City made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead FA pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead FA pyrotechnician may, at his/her sole discretion, cancel any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. FA shall establish Display "continuity" (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the City.

13. Contract Subject to Government Regulation. This Agreement and FA's obligations and FA's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or operation of said exhibition, FA shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The City acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle City to a reduction or abatement in the full contract price.

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The City shall be responsible for any fees associated with these permits, including standby fees. The City shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements

for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. FA shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. The City shall be responsible for cleaning the Site and FSZ.

16. Insurance and Indemnification.

16.1 Insurance. FA shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against any and all claims for injuries against persons or damages to property resulting from FA's performance under this Agreement. FA shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of FA's obligation to indemnify City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least five million dollars (\$5,000,000.00) per occurrence, six million dollars (\$6,000,000.00) in the general aggregate, and six million dollars (\$6,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills and the Saddleback Valley Unified School District as additional insureds;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, FA's insurance coverage shall be primary insurance as respects City and the Saddleback Valley Unified School District, and their respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City or the Saddleback Valley Unified School District and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of FA's insurance and shall not contribute with it. For workers' compensation and employer's liability

insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected and appointed officials and officers, employees, agents, and volunteers.

16.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund.

16.1.3 Verification of Coverage. FA shall furnish City with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City by no later than May 30, 2021. City reserves the right to require FA's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

16.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and the Saddleback Valley Unified School District, their elected officials, officers, employees, agents, and volunteers; or, FA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City and the Saddleback Valley Unified School District, their directors, officials, officers, employees, agents, and volunteers.

16.2 Indemnification. To the fullest extent permitted by law, FA shall defend (at FA's sole cost and expense with legal counsel reasonably acceptable to the City), indemnify, protect, and hold harmless City and the Saddleback Valley Unified School District, their elected and appointed officials, officers, directors, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (FA's employees included), for damage to property, including property owned by City and the Saddleback Valley Unified School District, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to FA's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit FA's indemnification obligation or other liability hereunder.

17. Attorney Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition

to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

18. Substitutions. FA shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle City to a reduction or abatement of the full contract price.

19. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and FA covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

21. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder

22. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

23. Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of FA, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, FA shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. FA shall not contract with any other entity to perform the Display service and work required without prior written consent of City. If FA is permitted to subcontract any part of this Agreement by City, FA shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any approved FA subcontractor and City.

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make FA a City employee. During the

performance of this Agreement, FA and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Display services under this Agreement on behalf of FA shall at all times be under FA's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of FA or any of its officers, employees, or agents, except as set forth in this Agreement. FA, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of FA's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. FA shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of FA in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. FA shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to FA, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to FA as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to FA for the performance of the Display services and work under this Agreement. City shall not be liable for compensation or indemnification to FA, its officers, employees, or agents, for injury or sickness arising out of performing the Display services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 4 herein of any nature relating to salary, taxes, or benefits of FA's officers, employees, servants, representatives, subcontractors, or agents, FA shall indemnify City for all such financial obligations.

25. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties. The terms of this Agreement are contractual and the result of negotiation between the parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

26. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. Any waiver by the parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the parties from enforcing the full provisions hereof.

27. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

28. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

29. Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

30. Notice. Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return-receipt-requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, CA 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2614

To Fireworks and Stage FX America, INC:

Fireworks America
Attention: Kevin T. Brueckner, President
12485 Highway 67 North
Lakeside, CA. 92040
Telephone: (800) 464-7976
Facsimile: (619) 938-8273

31. Binding Effect. This Agreement shall not be binding on either party until executed by both City and FA.

32. Corporate Authority. Each of the undersigned represents and warrants that (i) the party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the party for which he/she is signing,

(iii) by so executing this Agreement, the party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the party for which he/she is signing is bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Laguna Hills

Date: _____

By: _____
 Kenneth Rosenfield,
 Interim City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
 Gregory E. Simonian,
 City Attorney

By: _____
 Melissa Au-Yeung,
 City Clerk

“FA”
Fireworks and Stage FX America, Inc.

Date: _____

By : _____
 Kevin T. Brueckner, President

Date: _____

By : _____
 Scott Danielson, General Manager

Attachment: Draft Agreement with Fireworks and Stage FX America, Inc. (2407 : 4TH of July Fireworks)

Exhibit A
Scope of Work
for
City of Laguna Hills
2021 Fourth of July Celebration

Attachment: Draft Agreement with Fireworks and Stage FX America, Inc. (2407 : 4TH of July Fireworks)



"The Difference is Quality"

PO Box 488, Lakeside, CA 92040

Toll Free: 800-464-7976, Phone: 619-938-8277 Fax: 619-938-8273

March 15, 2021

Dan Meehan
25555 Alicia Parkway
Laguna Hills, CA 92653

Dear Mr. Meehan,

First and foremost, our hearts go out to anyone who has been impacted by the virus, either directly or indirectly. Our thoughts are especially with those who are sick to whom we extend our heartfelt wish for full recovery. We are truly inspired by the selfless health care workers around the world who are on the front lines working tirelessly to care for people in need.

With an uncertain future we know it is difficult to plan ahead. To this end we are proposing the following creative solution that will meet your needs once we have a path forward. As you know, it takes a fair amount of pre-planning and labor to put together a fireworks display. Several hundred-man hours are required to make those fireworks magically appear on show day.

To allow us adequate time to safely and properly pack your display, whenever it may be, we propose the following:

- 1) Plan for your display, sign a contract and pay your deposit by April 16, 2021. There will be no charge to move the dates as the path forward becomes clearer. If circumstances dictate a postponement to 2022 then you have pre-planned next year's display. We can then move forward packing your display in a safe and efficient manner.
- 2) Should the need arise; postpone your show to any future date up to Labor Day, 2022. If it turns out the State, County or a Health Order will not allow gatherings on July 4th we can reschedule to Labor Day or any future date you choose. All we ask is enough notice to get permits and pyrotechnicians in place. Only shows planned for the 4th of July this year can be re-scheduled for July 4th, 2022. Just like all other aspects of your event. We will need to have an idea in the beginning of June if you are still proceeding with your show.

We have an amazing team at Fireworks America that is here for you. This moment reminds us that we're all connected like never before. We're called upon to be our best selves, with patience, understanding and compassion. On behalf of all of us at Fireworks America, we're committed to being your partner and persevering together in all the days and years ahead.

Attachment: Draft Agreement with Fireworks and Stage FX America, Inc. (2407 : 4TH of July Fireworks)

As we go forward, we'll be sure to keep you updated, and know that we always value your questions and feedback.

7.2.1.a

Sincerely,



Kevin T. Brueckner, President



J. Scott Danielson, General Manager



Matt Biolchino, Regional Manager

Attachment: Draft Agreement with Fireworks and Stage FX America, Inc. (2407 : 4TH of July Fireworks)

City of Laguna Hills



Presents

Celebrate Freedom

A Fireworks Extravaganza

July 4th, 2021

Produced by



"The Difference is Quality"

National AnthemProgram A

Rockets Red Glare

4" 2

Bombs Bursting In Air

3" 10

Red, White & Blue Finale

3" 10**Aerial Grand Finale**Program A

Color and Multi-Color Finale Shells

3" 300**4" 16**

Aerial Flash Salutes

3" 200

Finale Crown

5" 10**Aerial Show Presentation**

Aerial Titanium Flash Salutes

3" 20

Color and Multi-Color Aerial Shells

3" 130**4" 60****5" 45****6"**Flitter, Glitter, Electric Color and
Color Changing Shells**3" 100****4" 50****5" 25**

Distinctive and Unique Aerial Shells

3" 50**4" 22****5" 12**

Streaking Comets & Tiger Tails

3" 10

Premium Aerial Shells

3" 10**4" 10****5" 8****Grand Totals**

Aerial Shells

3" 840**4" 160****5" 100****Total Aerial Shells****1100****Program Price**Total Program Price Inclusive of
Insurance, Operator and
Transportation**Cost \$26,500**

Show Duration 18 Minutes



Fireworks America Products

The Quality Difference

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality products and variety which will far surpass those of our competitors.

Product Definitions Are:

Color and Multi-Color include standard one color products and multiple colors such as Chrysanthemums, Peonies and Hearts, Red, Green and Blue, Variegated, etc.

Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: includes Flitter, Glitter, Electric Color and Color Changing Transformation Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

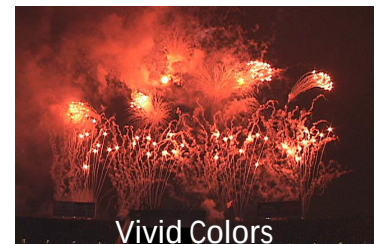
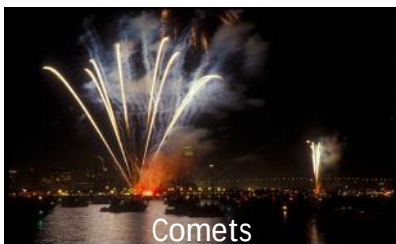
Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Shells feature Distinctive and Unique Aerial Shells including, Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, . Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Special Pattern Shells, Weeping Willow Shells, Shell of Shells and Serpentine Shells, etc..

Compare to our competitors "Special", "Special Effect", or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



City of Laguna Hills
**Show Concept, Services List,
 and Miscellaneous Details**

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of
\$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)
- 6) Music CD/MP3
- 7) Choreography

City of Laguna Hills to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Sand & Sand Removal, if req'd
- 4) Permit Fees
- 5) Standby Firefighter Fees, if req'd
- 6) Sound System and Playback
- 7) Adequate Permit Time as
listed below.

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times**.

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of **60 days** to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

City of Laguna Hills
**Show Concept, Services List,
 and Miscellaneous Details**

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.




**Fireworks
 & Stage FX
 America**



Exhibit B
Approximate Fire Safety Zone
for
City of Laguna Hills
2021 Fourth of July Celebration

Attachment: Draft Agreement with Fireworks and Stage FX America, Inc. (2407 : 4TH of July Fireworks)

Laguna Hills High School
25401 Paseo De Valencia
Laguna Hills, CA 92653



Spectators

Spectators

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