



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, October 13, 2020 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

**Erica Pezold, Mayor Pro Tempore
Don Sedgwick, Council Member**

**Dore J. Gilbert, M.D., Council Member
Dave Wheeler, Council Member**

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

NOTICE REGARDING CORONAVIRUS (COVID-19): (REVISED AS OF SEPTEMBER 18, 2020) Please be advised that some, or all, of the City Council Members may attend this meeting telephonically. 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 Chambers 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 October 13, 2020, City Council meeting, to submit your comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on October 13, 2020. 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 October 13, 2020. 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.

PLEDGE OF ALLEGIANCE**ROLL CALL OF CITY COUNCIL MEMBERS****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 Liam Fellows.

2. 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.

3. 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.

3.1 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.

3.2 Approval of Minutes for September 22, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the September 22, 2020, Regular Meeting.

3.3 Approval of Minutes for October 6, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the October 6, 2020, Special Meeting.

3.4 Ratification of October 13, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 11, 2020, to October 1, 2020, in the amount of \$483,270.55.

3.5 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 Director of Emergency Services/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 Director of Emergency Services/City Manager's executive orders related thereto.

3.6 Records Retention Management

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

3.7 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions

Recommendation: That the City Council: 1) Approve the 2020 Orange County Operation Area Agreement of the County of Orange and Political Subdivisions; and 2) Authorize the City Manager to execute the proposed agreement.

3.8 Approval of the Plans and Specifications and Authorization to Advertise for Bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center.

3.9 Award of Contract Agreement for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516

Recommendation: That the City Council award the Contract Agreement for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516, to JCOS Development, Inc., in the low bid amount of \$98,390.00, waive any minor bid irregularities, reject all other Bids, and authorize the Mayor to sign the Contract Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

4.2. 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.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for September 22, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the September 22, 2020, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 Resolution Opposing Proposition 15

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, opposing Proposition 15 on the November 3, 2020 ballot."

6.2. Assistant City Manager/Director of Public Services**6.2.1 Active Transportation Grant Program Cycle 5 Application for the La Paz Road Southerly Sidewalk, CIP No. 171**

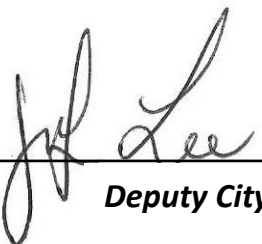
Recommendation: That the City Council approve the submission to the State of an Active Transportation Program Grant Application for Cycle 5 funding of the La Paz Road Southerly Sidewalk Widening Project adjacent to Valencia Elementary School and authorize the Assistant City Manager/Director of Public Services to sign the application.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The Regular Meeting of the City Council/Planning Agency currently scheduled for October 27, 2020, will be cancelled. The next regularly scheduled City Council/Planning Agency meeting will be held November 10, 2020, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Jennifer Lee, Deputy 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 October 9, 2020, at 5:00 pm.



Deputy City Clerk

October 9, 2020

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: October 13, 2020
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for September 22, 2020, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the September 22, 2020, Regular Meeting.

ATTACHMENTS:

- 200922 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, September 22, 2020**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Pezold

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Erica Pezold	Mayor Pro Tempore	Present	
Dore J. Gilbert, M.D.	Council Member	Remote	
Don Sedgwick	Council Member	Remote	
Dave Wheeler	Council Member	Remote	

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 Sofia Kachani.

1.2 Fire Prevention Week, October 4, 2020, through October 10, 2020

Recommendation: The City Council issued a Proclamation declaring October 4, 2020, through October 10, 2020, as "Fire Prevention Week" and Mayor Heft presented the Proclamation to Michael Contreras, Division Chief, Orange County Fire Authority.

2. PUBLIC COMMENTS

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

Wei Huang, Alan Song, Ashley Owen, Teame Ozeqbe, Jenny Yao, and Sue Zhao expressed their opposition of Proposition 16 that is on the November 3, 2020, ballot.

The following individual addressed the City Council on non-agendized items:

Robin Jochims, a resident of Laguna Hills and leadership member of F.L.A.G., requested an update on the Village at Laguna Hills development project and provided the Council with copies of the F.L.A.G.'s updated The Village at Laguna Hills FAQs handout.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

3.1 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.

3.2 Approval of Minutes for September 8, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the September 8, 2020, Regular Meeting.

3.3 Ratification of September 22, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from August 28, 2020, to September 10, 2020, in the amount of \$1,095,868.27.

3.4 Progress Payment No. 2, for Community Center HVAC and Roof Replacement Project, CIP 513-B

Recommendation: That the City Council approve Progress Payment No. 2, in the net amount of \$115,947.50, to West Gate Contractor, for Community Center HVAC and Roof Replacement Project, CIP No. 513-B.

3.5 Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc.

Recommendation: That the City Council approve Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc., and authorize the City Manager to execute the Agreement.

3.6 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 Director of Emergency Services/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 Director of Emergency Services/City Manager's executive orders related thereto.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Heft 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 7:17 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for September 8, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the September 8, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:19 p.m. Mayor Pro Tempore Pezold and Mayor Heft were present. Council Member Gilbert, Council Member Sedgwick, and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

Mayor Heft requested and received consensus to take Item 7.3.1 out of order on the Agenda.

7.3. Council Member Wheeler

7.3.1 Usage of CARES Money for the Benefit of the Citizens, Local Businesses and the City

Council Member Wheeler provided an introduction of the item.

Michael Daniel, Regional Director for Orange County/Inland Empire SBDC Network, provided a Power Point Presentation on SBDC California's COVID-19 Response for Small Businesses and responded to Council requests for additional information.

City Manager White reviewed information provided as a Hot Envelope Memo and responded to Council requests for additional information.

Chief of Police Services Stiverson responded to Council requests for additional information.

Recommendation: Council Member Wheeler recommends that the City Council shall set the priority and direct the allocation of the CARES funds.

A motion to approve the CARES funding list of expenditures included in the Hot Envelope Memo on this item was made and subsequently withdrawn by Mayor Pro Tempore Pezold.

A motion was made to program the available COVID-19 money as follows: 50% of the \$705,000 toward small business grants, 10% for charities, defined as non-profits, through the Cal-State Fullerton administration program; and 40% of the \$705,000 goes towards monies already spent, City Council Chamber Zoom upgrades, and the remainder at staff's discretion was made by Council Member Wheeler, seconded by Mayor Heft.

RESULT:	FAILED [2 TO 3]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Janine Heft, Mayor
AYES:	Janine Heft, Mayor; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member

A motion was made to approve the CARES funding list of expenditures included in the Hot Envelope Memo on this item by Mayor Pro Tempore Pezold, seconded by Council Member Gilbert.

RESULT:	APPROVED [3 TO 2]
MOVER:	Erica Pezold, Mayor Pro Tempore
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member
NAYS:	Janine Heft, Mayor; Dave Wheeler, Council Member

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no administrative reports.

6.2. Community Development Director**6.2.1 Appeal of the City's RHNA for the Sixth Cycle Housing Element**

Community Development Director Chantarangsu reviewed the information provided in the staff report, reviewed the information provided as a Hot Envelope Memo, and responded to council requests for additional information.

Robin Jochims, a resident of Laguna Hills and leadership member of F.L.A.G., spoke in favor of appealing the City's RHNA numbers.

Recommendation: That the City Council take no action concerning an appeal of the City's Draft Regional Housing Needs Assessment (RHNA) for the Sixth Cycle Housing Element.

A motion was made to appeal the City's RHNA numbers by Mayor Heft, seconded by Mayor Pro Tempore Pezold.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**7.1. Mayor Heft****7.1.1 Proposition 15**

Mayor Heft provided brief remarks regarding the item.

Recommendation: Mayor Heft recommends that the City Council direct staff to bring back a Resolution opposing Proposition 15.

A motion was made to oppose Proposition 15 and consider adopting a Resolution in opposition by Mayor Heft, seconded by Mayor Pro Tempore Pezold.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

7.2. Mayor Pro Tempore

7.2.1 LH Hillside Sign

Mayor Pro Tempore Pezold provided information regarding the item.

Katie Green, a resident of Laguna Hills and member of American Heritage Girls spoke regarding her interest in restoring the LH Hillside Sign.

Deputy City Manager/Community Services Director Reynolds responded to council requests for additional information.

Recommendation: Mayor Pro Tempore Pezold recommends that the City Council direct staff to investigate options to improve, and renovate and maintain the LH Hillside Sign.

A motion was made to move the item's recommendation by Mayor Pro Tempore Pezold, seconded by Council Member Gilbert.

A substitute motion was made to direct staff to work with Katie Green to see if her proposal is feasible and if so, to bring it back to the Council for approval by Mayor Heft, seconded by Council Member Wheeler. The substitute motion was subsequently withdrawn by Mayor Heft and Council Member Wheeler and as a result no action was taken on this motion.

Mayor Heft called for a vote on the original motion as moved by Mayor Pro Tempore Pezold, seconded by Council Member Wheeler.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor Pro Tempore
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

8. CITY COUNCIL MEMBER COMMENTS**Mayor Pro Tempore Pezold**

Mayor Pro Tempore Pezold thanked the Sheriff's Department and City Staff for all of the extra time and effort that they have been putting in during this time of COVID to make sure the City is functioning and safe.

Council Member Gilbert

Council Member Gilbert seconded Mayor Pro Tempore Pezold's comments.

Council Member Wheeler

Council Member Wheeler expressed his concern that the teleconference information was not available on the City's website.

City Attorney Simonian responded to Council Member Wheeler indicating that the established COVID-19 response protocol does not include members of the public accessing the meeting telephonically and the instructions for public participation in the meeting are printed on the face of the Agenda.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 9:30 p.m.

Jennifer Lee, Deputy City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of October 13, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for October 6, 2020, Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the October 6, 2020, Special Meeting.

ATTACHMENTS:

- 201006 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES
Tuesday, October 6, 2020**

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: City Manager White

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Remote	
Erica Pezold	Mayor Pro Tempore	Remote	
Dore J. Gilbert, M.D.	Council Member	Remote	
Don Sedgwick	Council Member	Remote	
Dave Wheeler	Council Member	Absent	

PUBLIC COMMENTS

There were no public comments.

REVIEW AND CONFIRMATION OF LOCAL EMERGENCY

**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.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member
ABSENT:	Dave Wheeler, Council Member

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 5:02 p.m.

Jennifer Lee, Deputy City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of October 13, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Ratification of October 13, 2020, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from September 11, 2020, to October 1, 2020, in the amount of \$483,270.55.

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 September 11, 2020, to October 1, 2020, 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 - October 13, 2020
- Warrant Register, Payables Detail Report - October 13, 2020



City of Laguna Hills, CA

Warrant Register - October 13, 2020

By Check Number

Date Range: 09/11/2020 - 10/01/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8818405	Z-CD-0262	CENTIMARK CORPORATION	09/15/2020	6,050.00
8818406	A-0359	ANDERSON PENNA PARTNERS, INC.	09/17/2020	21,446.50
8818407	A-0365	AT&T - CALNET 3	09/17/2020	21.81
8818408	C-1144	CHARLES ABBOTT ASSOCIATES, INC	09/17/2020	29,372.11
8818409	C-1096	CODE PUBLISHING COMPANY, INC.	09/17/2020	176.25
8818410	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	09/17/2020	1,388.00
8818411	Z-CS-0238	FUENTES, ANTONIO	09/17/2020	500.00
8818412	K-1193	KOSMONT COMPANIES	09/17/2020	16,799.90
8818413	O-1546	OFFICE SOLUTIONS	09/17/2020	484.53
8818414	P-1834	PLACEWORKS, INC.	09/17/2020	10,293.08
8818415	R-1977	RJ ELECTRIC	09/17/2020	600.00
8818416	R-1946	RK ENGINEERING GROUP, INC.	09/17/2020	4,230.00
8818417	R-1980	RUSSELL SIGLER, INC.	09/17/2020	7,288.91
8818418	S-2250	SPARKLETTS	09/17/2020	98.20
8818419	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	09/17/2020	32.00
8818420	W-2426	WHITE NELSON DIEHL EVANS LLP	09/17/2020	7,000.00
8818421	W-2389	WOLFE ENGINEERING & DESIGN	09/17/2020	11,420.00
8818422	Z-CD-0245	ABSOLUT ROOFING INC	09/24/2020	630.00
8818423	Z-CD-0272	ALAS AND BRAVO	09/24/2020	1,350.00
8818424	A-0360	ARC DOCUMENT SOLUTIONS, LLC	09/24/2020	13.47
8818425	Z-CD-0280	ARZOUMANIAN, KHAJAG	09/24/2020	1,893.00
8818426	A-0365	AT&T - CALNET 3	09/24/2020	228.83
8818427	Z-CD-0279	BARNETT, CHRIS	09/24/2020	750.00
8818428	Z-CS-0350	BERBER, LAURA	09/24/2020	500.00
8818429	C-1133	CALIFORNIA YELLOW CAB	09/24/2020	188.00
8818430	C-1179	CANON SOLUTIONS AMERICA	09/24/2020	18.07
8818431	Z-CS-0351	CODILLA, TIFFANY	09/24/2020	500.00
8818432	C-1139	COMPLETE OFFICE OF CALIFORNIA	09/24/2020	38.72
8818433	C-0023	COX COMMUNICATION	09/24/2020	1,237.17
8818434	D-0461	DATA TICKET, INC.	09/24/2020	422.12
8818435	D-0541	DIAMOND ENVIRONMENTAL SERVICES	09/24/2020	2,580.48
8818436	D-0575	DOG WASTE DEPOT	09/24/2020	538.64
8818437	F-0604	FEDERAL EXPRESS CORPORATION	09/24/2020	29.30
8818438	Z-CD-0276	GORDON, JOHN	09/24/2020	810.00
8818439	Z-CD-0278	GRONAU, RAY	09/24/2020	510.00
8818440	Z-CD-0186	GUARDIAN ROOFS	09/24/2020	450.00
8818441	Z-CD-0273	HOOLE, TERRY	09/24/2020	303.30
8818442	Z-CD-0251	HOYT ROOFS INC	09/24/2020	540.00
8818443	Z-CD-0147	JIM MURRAY ROOFING INC.	09/24/2020	2,700.00
8818444	Z-CD-0277	M&J STAR CONSTRUCTION INC	09/24/2020	342.50
8818445	M-1600	MERCY HOUSE LIVING CENTERS, INC.	09/24/2020	424.06
8818446	M-1388	MOBILE MINI, INC.	09/24/2020	82.97
8818447	N-1442	NATIONAL CONSTRUCTION RENTALS	09/24/2020	450.00
8818448	N-1491	NEXUSTEK IRVINE, LLC	09/24/2020	75.00
8818449	O-1546	OFFICE SOLUTIONS	09/24/2020	83.85
8818450	O-1500	ORANGE COUNTY REGISTER	09/24/2020	72.40
8818451	Z-CD-0203	PACIFIC CREST ROOFING	09/24/2020	1,380.00
8818452	Z-CD-0275	PRIDE ROOFING & WATERPROOFING	09/24/2020	1,440.00
8818453	R-1830	RALPHS GROCERY COMPANY	09/24/2020	33.72
8818454	Z-CD-0274	RAMIREZ, JUAN	09/24/2020	720.00
8818455	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	09/24/2020	277.25
8818456	S-1902	SAN DIEGO GAS & ELECTRIC	09/24/2020	29,087.66

Attachment: Warrant Register - October 13, 2020 (2240 : Warrant Register, October 13, 2020)

Warrant Register - October 13, 2020

Check Number	Vendor Number	Vendor Name
8818457	Z-CD-0175	SIMCIK, JASON
8818458	S-1904	SOUTHERN CALIFORNIA EDISON
8818459	W-2337	WEST COAST ARBORISTS, INC.
8818460	Z-CD-0125	ACTIVCARE LIVING
8818461	A-0310	ARBOR DAY FOUNDATION
8818462	A-0360	ARC DOCUMENT SOLUTIONS, LLC
8818463	C-1177	CANON FINANCIAL SERVICES, INC.
8818464	C-1204	CITY OF VACAVILLE
8818465	C-1139	COMPLETE OFFICE OF CALIFORNIA
8818466	C-1205	CORELOGIC SOLUTIONS, LLC
8818467	C-0023	COX COMMUNICATION
8818468	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.
8818469	E-0504	EL TORO WATER DISTRICT
8818470	G-0843	GRIEGO-SANDS, CINDY
8818471	H-0960	HR GREEN PACIFIC, INC.
8818472	Z-CD-0271	INSITE TELECOM, INC.
8818473	Z-CD-0147	JIM MURRAY ROOFING INC.
8818474	G-0709	JOE A. GONSALVES & SON
8818475	Z-CS-0135	MARTIN, KATHLEEN
8818476	M-1302	MOULTON NIGUEL WATER DISTRICT
8818477	N-1474	NIEVES LANDSCAPE, INC.
8818478	O-1546	OFFICE SOLUTIONS
8818479	R-1813	RPW SERVICES, INC.
8818480	S-1904	SOUTHERN CALIFORNIA EDISON
8818481	S-2250	SPARKLETTS
8818482	R-1801	WOODRUFF, SPRADLIN & SMART

Date Range: 09/11/2020 - 10/01/2020

Payment Date	Payment Amount
09/24/2020	100.00
09/24/2020	12,535.34
09/24/2020	20,745.10
10/01/2020	8,362.81
10/01/2020	25.00
10/01/2020	176.79
10/01/2020	851.51
10/01/2020	100.00
10/01/2020	550.60
10/01/2020	9,836.50
10/01/2020	402.31
10/01/2020	4,872.80
10/01/2020	16,963.46
10/01/2020	19.83
10/01/2020	58,015.07
10/01/2020	1,238.29
10/01/2020	1,050.00
10/01/2020	2,900.00
10/01/2020	500.00
10/01/2020	6,816.27
10/01/2020	84,508.00
10/01/2020	257.50
10/01/2020	405.00
10/01/2020	446.35
10/01/2020	59.72
10/01/2020	82,879.80
Total Regular:	482,519.85

Attachment: Warrant Register - October 13, 2020 (2240 : Warrant Register, October 13, 2020)

Warrant Register - October 13, 2020

Date Range: 09/11/2020 - 10/01/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001346	B-0276	BANK OF AMERICA VISA CARD	09/15/2020	53.87
DFT0001347	B-0276	BANK OF AMERICA VISA CARD	09/15/2020	239.09
DFT0001348	B-0276	BANK OF AMERICA VISA CARD	09/15/2020	457.74
Total Bank Draft:				750.70

Bank Code AP Bank Summary				
	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	102	78	0.00	482,519.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	750.70
EFT's	0	0	0.00	0.00
	105	82	0.00	483,270.55

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All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	78	0.00	482,519.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	750.70
EFT's	0	0	0.00	0.00
	105	82	0.00	483,270.55

Fund Summary

Fund	Name	Period	Amount
998	POOL	9/2020	202,032.94
998	POOL	10/2020	281,237.61
			483,270.55



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 09/11/2020 - 10/01/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
09/15/2020	BANK OF AMERICA VISA CARD	082020 COMDEV	Departmental Expenditure, Aug '20	100-225-611000	350.00
09/15/2020	BANK OF AMERICA VISA CARD	082020 COMDEV	Departmental Expenditure, Aug '20	100-225-622000	107.74
09/15/2020	BANK OF AMERICA VISA CARD	082020 GENGOV1	Departmental Expenditure, Aug '20	100-155-626000	53.87
09/15/2020	BANK OF AMERICA VISA CARD	082020 PUBSVCS	Departmental Expenditure, Aug '20	100-000-120000	(30.34)
09/15/2020	BANK OF AMERICA VISA CARD	082020 PUBSVCS	Departmental Expenditure, Aug '20	100-355-720400	86.31
09/15/2020	BANK OF AMERICA VISA CARD	082020 PUBSVCS	Departmental Expenditure, Aug '20	100-355-720701	183.12
09/15/2020	CENTIMARK CORPORATION	CD-0591-BLDC-0071-202	Refund, C&D Deposit, R #6724	100-000-227001	6,050.00
09/17/2020	AT&T - CALNET 3	000015279932	Traffic Signal, Public Services, Aug '20	100-355-630000	21.81
09/17/2020	RK ENGINEERING GROUP, INC.	200807	Parking Study, Aug '20	100-225-700200	1,800.00
09/17/2020	WHITE NELSON DIEHL EVANS LLP	208138	Partial Audit Fees, 19/20	100-155-700051	7,000.00
09/17/2020	WOLFE ENGINEERING & DESIGN	3369	Engineering Services, CIP 101-L, Jun - Aug '20	100-600-790600	11,420.00
09/17/2020	SPARKLETTS	4228482 091120	Operating Supplies, Sep '20	100-195-622000	98.20
09/17/2020	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	467107	Pre-employment Fingerprinting, Aug '20	100-195-617000	32.00
09/17/2020	RJ ELECTRIC	59028	Parks Contract Repair, Comm Ctr, Sep '20	100-355-720701	600.00
09/17/2020	CHARLES ABBOTT ASSOCIATES, INC	61494	Road Maintenance, Aug '20	100-355-720400	29,372.11
09/17/2020	CODE PUBLISHING COMPANY, INC.	67733	Municipal Code Update, Sep '20	100-155-700030	176.25
09/17/2020	ANDERSON PENNA PARTNERS, INC.	8553	Inspection Services, Aug '20	100-355-700255	21,446.50
09/17/2020	FUENTES, ANTONIO	FRDCOV-0006a	Refund, Facility Deposit, R #1033911.002	100-000-120000	500.00
09/17/2020	OFFICE SOLUTIONS	I-01790199	Office/Operating Supplies, Sep '20	100-195-620000	231.55
09/17/2020	OFFICE SOLUTIONS	I-01790199	Office/Operating Supplies, Sep '20	100-420-622000	26.12
09/17/2020	OFFICE SOLUTIONS	I-01790206	Operating Supplies, Sep '20	100-195-622000	226.86
09/17/2020	RUSSELL SIGLER, INC.	INV-BRE20030003	Community Center Renovation, CIP 513-B	100-600-790600	6,034.00
09/17/2020	RUSSELL SIGLER, INC.	INV-BRE20030004	Community Center Renovation, CIP 513-B	100-600-790600	1,254.91
09/17/2020	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 57235	Fingerprint ID System Charges, Sep	100-420-720835	1,388.00
09/24/2020	AT&T - CALNET 3	000015285468	Alarm, Com Ctr & City Hall Lines, Sep '20	100-195-630000	144.32
09/24/2020	AT&T - CALNET 3	000015285468	Alarm, Com Ctr & City Hall Lines, Sep '20	100-310-630100	84.51
09/24/2020	RALPHS GROCERY COMPANY	0820120125	Operating Supplies, Comm Svcs, Aug '20	100-310-622005	33.72
09/24/2020	COX COMMUNICATION	082920	WiFi, Community Center, Aug '20	100-195-630000	195.86
09/24/2020	COX COMMUNICATION	090620	T-1 Line, Sep '20	100-195-630000	851.31
09/24/2020	COX COMMUNICATION	090720	Traffic Signal, Aug & Sep '20	100-195-630000	190.00
09/24/2020	ORANGE COUNTY REGISTER	090720	Subscription, Comm Ctr, 7/19 - 8/16/20	100-310-626000	72.40
09/24/2020	SAN DIEGO GAS & ELECTRIC	092320	Street Lights, Traffic Control, Com Ctr, Aug '20	100-310-631100	6,558.94
09/24/2020	SOUTHERN CALIFORNIA EDISON	092320	Street Lights, Traffic Control, Aug '20	100-355-631000	577.90
09/24/2020	SAN DIEGO GAS & ELECTRIC	092320	Street Lights, Traffic Control, Com Ctr, Aug '20	100-355-631000	7,085.80
09/24/2020	SOUTHERN CALIFORNIA EDISON	092320	Street Lights, Traffic Control, Aug '20	100-355-631400	11,957.44
09/24/2020	SAN DIEGO GAS & ELECTRIC	092320	Street Lights, Traffic Control, Com Ctr, Aug '20	100-355-631400	12,078.94
09/24/2020	SAN DIEGO GAS & ELECTRIC	092320	Street Lights, Traffic Control, Com Ctr, Aug '20	100-355-631900	3,363.98
09/24/2020	ARC DOCUMENT SOLUTIONS, LLC	10737679	Printing Services, Engineering, Sep	100-600-790600	13.47
09/24/2020	DATA TICKET, INC.	116496	Process Fee, Parking Citations, Aug	100-420-720823	422.12

Attachment: Warrant Register, Payables Detail Report - October 13, 2020 (2240 : Warrant Register, October 13, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 09/11/2020 - 10/01/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
09/24/2020	REAL ESTATE CONSULTING & SERVICES, INC.	13505	Parks Contract Repair, Sep '20	100-355-720701	277.25
09/24/2020	WEST COAST ARBORISTS, INC.	162004	Tree Trimming Services, Jun '20	100-355-720702	1,078.60
09/24/2020	WEST COAST ARBORISTS, INC.	163597	Tree Trimming Services, Aug '20	100-355-720702	180.00
09/24/2020	WEST COAST ARBORISTS, INC.	163767	Tree Trimming Services, Aug '20	100-355-720702	4,519.30
09/24/2020	WEST COAST ARBORISTS, INC.	163768	Tree Trimming Services, Aug '20	100-355-720702	14,211.20
09/24/2020	WEST COAST ARBORISTS, INC.	163769	Tree Trimming Services, Aug '20	100-355-720702	756.00
09/24/2020	COMPLETE OFFICE OF CALIFORNIA	2489421-0	Operating Supplies, Comm Ctr, Sep	100-310-622005	38.72
09/24/2020	DOG WASTE DEPOT	367033	Operating Supplies, Sep '20	100-355-622000	538.64
09/24/2020	CANON SOLUTIONS AMERICA	4033831036	Copier Usage, Community Services, Aug '20	100-195-641200	18.07
09/24/2020	MERCY HOUSE LIVING CENTERS, INC.	5003-20-07	Contract Services - Homelessness, Jul '20	100-310-720302	424.06
09/24/2020	FEDERAL EXPRESS CORPORATION	7-119-89623	Delivery Services, Sep '20	100-195-625000	29.30
09/24/2020	NEXUSTEK IRVINE, LLC	73107-ZUM	Professional Services, Software Support, Jan '20	100-195-720050	75.00
09/24/2020	MOBILE MINI, INC.	9009066206	Storage Rental, Community Center, 9/8 - 10/5/20	100-310-641000	82.97
09/24/2020	SIMCIK, JASON	CD-0610-BLDR-0432-202	Refund, C&D Deposit, R #7106	100-000-227001	100.00
09/24/2020	ABSOLUT ROOFING INC	CD-0611-BLDR-0415-202	Refund, C&D Deposit, R #6979	100-000-227001	630.00
09/24/2020	ALAS AND BRAVO	CD-0612-BLDR-0427-202	Refund, C&D Deposit, R #7045	100-000-227001	660.00
09/24/2020	HOOLE, TERRY	CD-0613-BLDR-0369-202	Refund, C&D Deposit, R #6858	100-000-227001	303.30
09/24/2020	JIM MURRAY ROOFING INC.	CD-0614-BLDR-0469-202	Refund, C&D Deposit, R #7289	100-000-227001	690.00
09/24/2020	RAMIREZ, JUAN	CD-0615-BLDR-0471-202	Refund, C&D Deposit, R #7293	100-000-227001	720.00
09/24/2020	ALAS AND BRAVO	CD-0616-BLDR-0478-202	Refund, C&D Deposit, R #7325	100-000-227001	690.00
09/24/2020	PRIDE ROOFING & WATERPROOFING	CD-0617-BLDR-0391-202	Refund, C&D Deposit, R #7294	100-000-227001	1,440.00
09/24/2020	GORDON, JOHN	CD-0618-BLDR-0425-202	Refund, C&D Deposit, R #7033	100-000-227001	810.00
09/24/2020	PACIFIC CREST ROOFING	CD-0619-BLDR-0428-202	Refund, C&D Deposit, R #7053	100-000-227001	1,380.00
09/24/2020	M&J STAR CONSTRUCTION INC	CD-0620-BLDC-0050-201	Refund, C&D Deposit, R #6742	100-000-227001	342.50
09/24/2020	JIM MURRAY ROOFING INC.	CD-0621-BLDR-0479-202	Refund, C&D Deposit, R #7328	100-000-227001	1,110.00
09/24/2020	GRONAU, RAY	CD-0622-BLDR-0525-202	Refund, C&D Deposit, R #7491	100-000-227001	510.00
09/24/2020	GUARDIAN ROOFS	CD-0623-BLDR-0502-202	Refund, C&D Deposit, R #7464	100-000-227001	450.00
09/24/2020	JIM MURRAY ROOFING INC.	CD-0624-BLDR-0493-202	Refund, C&D Deposit, R #7413	100-000-227001	900.00
09/24/2020	HOYT ROOFS INC	CD-0625-BLDR-0407-202	Refund, C&D Deposit, R #6938	100-000-227001	540.00
09/24/2020	BARNETT, CHRIS	CD-0626-BLDR-0461-202	Refund, C&D Deposit, R #7253	100-000-227001	750.00
09/24/2020	ARZOUMANIAN, KHAJAG	CD-0627-BLDR-0079-201	Refund, C&D Deposit, R #5214	100-000-227001	1,031.40
09/24/2020	ARZOUMANIAN, KHAJAG	CD-0628-DEMO-0001-20	Refund, C&D Deposit, R #4568	100-000-227001	861.60
09/24/2020	BERBER, LAURA	FRDCOV-0053	Refund, Facility Deposit, R #1033737.002	100-000-222000	500.00
09/24/2020	CODILLA, TIFFANY	FRDCOV-0054	Refund, Facility Deposit, R #1033994.002	100-000-222000	500.00
09/24/2020	OFFICE SOLUTIONS	I-01794098	Operating Supplies, Sep '20	100-195-622000	83.85
10/01/2020	COX COMMUNICATION	091820	T-1 Line, Sep '20	100-195-630000	402.31
10/01/2020	GRIEGO-SANDS, CINDY	092520	Mileage Reimbursement, Gen Gov, 7/2/20 - 9/22/20	100-155-613000	19.83
10/01/2020	CITY OF VACAVILLE	092906	HT Awareness Class 9/30-10/1	100-420-611000	100.00
10/01/2020	MOULTON NIGUEL WATER DISTRICT	093020	Water Usage, Public Services & Com Ctr, Aug '20	100-310-635100	582.67
10/01/2020	ARBOR DAY FOUNDATION	093020	Membership, Public Services, RH, 20/21	100-355-610000	25.00
10/01/2020	SOUTHERN CALIFORNIA EDISON	093020	Street Lights, Traffic Control, Aug '20	100-355-631900	112.76
10/01/2020	MOULTON NIGUEL WATER DISTRICT	093020	Water Usage, Public Services & Com Ctr, Aug '20	100-355-635000	6,233.60
10/01/2020	EL TORO WATER DISTRICT	093020	Water Usage, Public Services, Sep '20	100-355-635000	16,963.46
10/01/2020	SOUTHERN CALIFORNIA EDISON	093020a	Street Lights, Traffic Control, Sep '20	100-355-631900	333.59
10/01/2020	ARC DOCUMENT SOLUTIONS, LLC	10739727	Printing Services, Engineering, CIP 513-B, Sep '20	100-600-790600	176.79
10/01/2020	SPARKLETTS	12194330 091620	Operating Supplies, Comm Ctr, Sep	100-310-622005	59.72
10/01/2020	HR GREEN PACIFIC, INC.	137462	Building Services, Community Development, Jul '20	100-225-700000	21,040.00
10/01/2020	HR GREEN PACIFIC, INC.	137463	Plan Check, Community Development, Jul '20	100-225-700000	10,908.09

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Warrant Register - Payables Detail Report

Payment Dates: 09/11/2020 - 10/01/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
10/01/2020	HR GREEN PACIFIC, INC.	138118	Building Services, Community Development, Aug '20	100-225-700000	17,200.00
10/01/2020	HR GREEN PACIFIC, INC.	138123	Plan Check, Community Development, Aug '20	100-225-700000	8,866.98
10/01/2020	JOE A. GONSALVES & SON	158501	Legislative Services, Oct '20	100-155-700020	2,900.00
10/01/2020	RPW SERVICES, INC.	21489	Rodent Control, Public Services, Sep '20	100-355-720700	405.00
10/01/2020	CANON FINANCIAL SERVICES, INC.	21913823	Lease - Copier, Comm Ctr, 9/1/20 - 9/30/20	100-195-641200	279.86
10/01/2020	CANON FINANCIAL SERVICES, INC.	21913824	Lease - Copier, City Hall, 9/1/20 - 9/30/20	100-195-641200	253.83
10/01/2020	CANON FINANCIAL SERVICES, INC.	21913825	Lease - Copier, New Admin Copier, 9/1/20 - 9/30/20	100-195-641200	317.82
10/01/2020	COMPLETE OFFICE OF CALIFORNIA	2493372-0	Computer Supplies, Sep '20	100-195-621000	255.36
10/01/2020	COMPLETE OFFICE OF CALIFORNIA	2493819-0	Computer Supplies, Sep '20	100-195-621000	295.24
10/01/2020	CROSSTOWN ELECTRICAL & DATA,	4296-20-009	Traffic Signal Maintenance, Sep '20	100-355-720420	4,872.80
10/01/2020	WOODRUFF, SPRADLIN & SMART	66276-66277	Professional Services Legal, Aug '20	100-155-700010	30,338.00
10/01/2020	WOODRUFF, SPRADLIN & SMART	66276-66277	Professional Services Legal, Aug '20	100-155-700014	1,162.55
10/01/2020	NIEVES LANDSCAPE, INC.	68165	Monthly and Misc Landscape, Sep	100-355-720700	84,508.00
10/01/2020	CORELOGIC SOLUTIONS, LLC	95137841	GIS Services, FY 20/21	100-195-720050	9,836.50
10/01/2020	ACTIVCARE LIVING	CD-0629-CUP-7-18-4244	Refund, Plan App Deposit, R #1524, #2209, #2317	100-000-223003	8,362.81
10/01/2020	INSITE TELECOM, INC.	CD-0630-ENC-9-18-4319	Refund, Encroachment Deposit, R #2471	100-000-220444	1,238.29
10/01/2020	JIM MURRAY ROOFING INC.	CD-0631-BLDR-0529-202	Refund, C&D Deposit, R #7503	100-000-227001	1,050.00
10/01/2020	MARTIN, KATHLEEN	FRDCOV-0055	Refund, Facility Deposit, R #1034282.002	100-000-222000	500.00
10/01/2020	OFFICE SOLUTIONS	I-01794100	Office Supplies, Sep '20	100-195-620000	74.00
10/01/2020	OFFICE SOLUTIONS	I-01797137	Office Supplies, Sep '20	100-195-620000	183.50
Fund 100 - GENERAL FUND Total:					399,149.84

Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT

09/17/2020	KOSMONT COMPANIES	1911.5-010	Prof Services, Village at Laguna Hills, Aug '20	101-000-223000	16,799.90
09/17/2020	KOSMONT COMPANIES	1911.5-010	Prof Services, Village at Laguna Hills, Aug '20	101-000-450000	(16,799.90)
09/17/2020	KOSMONT COMPANIES	1911.5-010	Prof Services, Village at Laguna Hills, Aug '20	101-225-700000	16,799.90
09/17/2020	RK ENGINEERING GROUP, INC.	200806	Traffic Study, Village at Laguna Hills, Aug '20	101-000-223000	2,430.00
09/17/2020	RK ENGINEERING GROUP, INC.	200806	Traffic Study, Village at Laguna Hills, Aug '20	101-000-450000	(2,430.00)
09/17/2020	RK ENGINEERING GROUP, INC.	200806	Traffic Study, Village at Laguna Hills, Aug '20	101-225-700101	2,430.00
09/17/2020	PLACEWORKS, INC.	73100	Prof Services, Village at LH Expenses, Aug '20	101-000-223000	8,861.25
09/17/2020	PLACEWORKS, INC.	73100	Prof Services, Village at LH Expenses, Aug '20	101-000-450000	(8,861.25)
09/17/2020	PLACEWORKS, INC.	73100	Prof Services, Village at LH Expenses, Aug '20	101-225-700200	8,861.25
09/17/2020	PLACEWORKS, INC.	73208	Prof Services, Village at LH Expenses, Aug '20	101-000-223000	1,431.83
09/17/2020	PLACEWORKS, INC.	73208	Prof Services, Village at LH Expenses, Aug '20	101-000-450000	(1,431.83)
09/17/2020	PLACEWORKS, INC.	73208	Prof Services, Village at LH Expenses, Aug '20	101-225-700200	1,431.83
10/01/2020	WOODRUFF, SPRADLIN & SMART	66276-66277	Professional Services Legal, Aug '20	101-000-223000	48,233.25
10/01/2020	WOODRUFF, SPRADLIN & SMART	66276-66277	Professional Services Legal, Aug '20	101-000-450000	(48,233.25)
10/01/2020	WOODRUFF, SPRADLIN & SMART	66276-66277	Professional Services Legal, Aug '20	101-225-700012	48,233.25
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					77,756.23

Fund: 221 - SENIOR MOBILITY PROGRAM

09/24/2020	CALIFORNIA YELLOW CAB	8406020	Senior Mobility Program, Aug '20	221-310-720000	188.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					188.00

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Warrant Register - Payables Detail Report

Payment Dates: 09/11/2020 - 10/01/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 430 - CARES Act Assistance - State					
09/24/2020	DIAMOND ENVIRONMENTAL	0002822674	Contract Serv - Sanitation, Comm Ctr, Oct '20	430-420-721505	860.16
09/24/2020	DIAMOND ENVIRONMENTAL	0002822675	Contract Serv - Sanitation, Cabot Park, Oct '20	430-420-721505	860.16
09/24/2020	DIAMOND ENVIRONMENTAL	0002822676	Contract Serv - Sanitation, Civic Ctr, Oct '20	430-420-721505	860.16
09/24/2020	NATIONAL CONSTRUCTION RENTALS	5876805	Contract Services, Public Safety, Sep '20	430-420-720000	450.00
10/01/2020	WOODRUFF, SPRADLIN & SMART	66276-66277	Professional Services Legal, Aug '20	430-420-700010	3,146.00
Fund 430 - CARES Act Assistance - State Total:					6,176.48
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
09/17/2020	WOLFE ENGINEERING & DESIGN	3369	Engineering Services, CIP 101-L, Jun - Aug '20	600-000-490100	(11,420.00)
09/17/2020	WOLFE ENGINEERING & DESIGN	3369	Engineering Services, CIP 101-L, Jun - Aug '20	600-251-950101	11,420.00
09/17/2020	RUSSELL SIGLER, INC.	INV-BRE20030003	Community Center Renovation, CIP 513-B	600-000-490100	(6,034.00)
09/17/2020	RUSSELL SIGLER, INC.	INV-BRE20030003	Community Center Renovation, CIP 513-B	600-255-950513	6,034.00
09/17/2020	RUSSELL SIGLER, INC.	INV-BRE20030004	Community Center Renovation, CIP 513-B	600-000-490100	(1,254.91)
09/17/2020	RUSSELL SIGLER, INC.	INV-BRE20030004	Community Center Renovation, CIP 513-B	600-255-950513	1,254.91
09/24/2020	ARC DOCUMENT SOLUTIONS, LLC	10737679	Printing Services, Engineering, Sep	600-000-490100	(13.47)
09/24/2020	ARC DOCUMENT SOLUTIONS, LLC	10737679	Printing Services, Engineering, Sep	600-255-950516	13.47
10/01/2020	ARC DOCUMENT SOLUTIONS, LLC	10739727	Printing Services, Engineering, CIP 513-B, Sep '20	600-000-490100	(176.79)
10/01/2020	ARC DOCUMENT SOLUTIONS, LLC	10739727	Printing Services, Engineering, CIP 513-B, Sep '20	600-255-950513	176.79
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					483,270.55

Attachment: Warrant Register, Payables Detail Report - October 13, 2020 (2240 : Warrant Register, October 13, 2020)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	399,149.84	399,149.84
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	77,756.23	77,756.23
221 - SENIOR MOBILITY PROGRAM	188.00	188.00
430 - CARES Act Assistance - State	6,176.48	6,176.48
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	483,270.55	483,270.55

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	469.66	469.66
100-000-220444	EncroachmentGrading	1,238.29	1,238.29
100-000-222000	Refundable Deposits	1,500.00	1,500.00
100-000-223003	Plan App Deposit-ActivCare	8,362.81	8,362.81
100-000-227001	SecurityDeposit-WasteRecycling	21,018.80	21,018.80
100-155-613000	Mileage Reimbursement	19.83	19.83
100-155-626000	Subscriptions & Books	53.87	53.87
100-155-700010	Legal Services-General Counsel	30,338.00	30,338.00
100-155-700014	Legal Services - Luna Bonita	1,162.55	1,162.55
100-155-700020	Professional Services - Legislative	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Clerk	176.25	176.25
100-155-700051	Professional Services - Annual	7,000.00	7,000.00
100-195-617000	Recruitment	32.00	32.00
100-195-620000	Office Supplies	489.05	489.05
100-195-621000	Computer Supplies	550.60	550.60
100-195-622000	Operating Supplies	408.91	408.91
100-195-625000	Postage & Delivery	29.30	29.30
100-195-630000	Telephone & Communication	1,783.80	1,783.80
100-195-641200	Rent/Lease - Copier	869.58	869.58
100-195-720050	Contract Serv-Software Support	9,911.50	9,911.50
100-225-611000	Training and Education	350.00	350.00
100-225-622000	Operating Supplies	107.74	107.74
100-225-700000	Prof. Svcs - Building & Safety	58,015.07	58,015.07
100-225-700200	General Planning Services	1,800.00	1,800.00
100-310-622005	Operating Supplies Comm Ctr	132.16	132.16
100-310-626000	Subscriptions & Books	72.40	72.40
100-310-630100	Phone & Communication Comm	84.51	84.51
100-310-631100	Utilities - Electric Comm Ctr	6,558.94	6,558.94
100-310-635100	Utilities - Water Comm Ctr	582.67	582.67
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-720302	Contract Services - Homelessness	424.06	424.06
100-355-610000	Memberships and Dues Expense	25.00	25.00
100-355-622000	Operating Supplies	538.64	538.64
100-355-630000	Telephone & Communication	21.81	21.81
100-355-631000	Utilities - Electric	7,663.70	7,663.70
100-355-631400	Electric-Street Lights/Signals	24,036.38	24,036.38
100-355-631900	UtilitiesElectricOnBillFinancing	3,810.33	3,810.33
100-355-635000	Utilities - Water	23,197.06	23,197.06
100-355-700255	Improvement Inspection	21,446.50	21,446.50
100-355-720400	Street Maintenance	29,458.42	29,458.42
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	1,060.37	1,060.37
100-355-720702	Tree Maintenance	20,745.10	20,745.10
100-420-611000	Training and Education	100.00	100.00
100-420-622000	Operating Supplies	26.12	26.12
100-420-720823	Parking Citation Processing	422.12	422.12
100-420-720835	Fingerprint Identification Svc	1,388.00	1,388.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-600-790600	Transfers Out - Capital Imprv	18,899.17	18,899.17
101-000-223000	Plan Application Deposit	77,756.23	77,756.23
101-000-450000	Planning Fees	(77,756.23)	(77,756.23)
101-225-700000	Consultant Services	16,799.90	16,799.90
101-225-700012	Legal Services	48,233.25	48,233.25
101-225-700101	Consultant Services, Traffic	2,430.00	2,430.00
101-225-700200	Consultant Services, Planning	10,293.08	10,293.08
221-310-720000	Contract Services	188.00	188.00
430-420-700010	Legal Services, COVID-19	3,146.00	3,146.00
430-420-720000	Contract Services - Public Safety,	450.00	450.00
430-420-721505	Contract Services-	2,580.48	2,580.48
600-000-490100	Transfer In- General Fund	(18,899.17)	(18,899.17)
600-251-950101	CIP-Annual Street Maintenance	11,420.00	11,420.00
600-255-950513	Community Center Renovation	7,465.70	7,465.70
600-255-950516	CIP Touchless Facility Upgrades	13.47	13.47
Grand Total:		483,270.55	483,270.55

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	483,270.55	483,270.55
Grand Total:	483,270.55	483,270.55



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020

TO: Mayor and Council Members

FROM: Donald J. White
Director of Emergency Services/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 and Confirmation of the Director of Emergency Services/City Manager's Executive Order 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 Director of Emergency Services/City Manager's executive order related thereto.

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 October 2, 2020, there were more than 34.3 million worldwide cases of COVID-19, and 1.02 million deaths. Locally, there were 55,437 confirmed cases and 1,275 deaths in Orange County. Since then, the worldwide cases have increased to more than 36.5 million, and the worldwide deaths have increased to more than 1.06 million. County-wide, the number of confirmed cases has increase from 55,437 to 56,800 and deaths have increased from 1,275 to 1,306. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity

Continuation of Local Emergency and Confirmation of Executive Order

October 13, 2020

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for continuing the local emergency no less frequently than at every subsequent regular meeting of the City Council until the emergency is terminated. LPMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Director of Emergency Services/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

Continuation of Local Emergency and Confirmation of Executive Order
October 13, 2020
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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 (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 and Confirmation of Executive Order
 October 13, 2020
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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

As to the continuing need for the proclamation of emergency and the rules, measures, and orders issued to date by the City Council, the following facts are instructive. The County of Orange continues to be labeled with a risk factor of Substantial. As of October 2, 2020, there were more than 34.3 million worldwide cases of COVID-19, and 1.02 million deaths. Locally, there were 55,437 confirmed cases and 1,275 deaths in Orange County. Between October 2, 2020, and the date of publication of this staff report (October 9, 2020), the worldwide cases have increased to more than 36.5 million and the worldwide deaths have increased to more than 1.06 million. County-wide cases have increase from 55,437 to 56,800 and county-wide deaths have increased from 1,275 to 1,306. 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: 1) Review the necessity for continuing the local emergency related to the COVID-19 pandemic; and 2) Confirm the Director of Emergency Services/City Manager's executive order related thereto. Based on the recommendations of the Director of Emergency Services/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.

Continuation of Local Emergency and Confirmation of Executive Order
October 13, 2020
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ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Order, Director of Emergency Services/City Manager, October 8, 2020

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 Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

**Pursuant to Proclamation No. 20-03-18-01
Declaring the Existence of a Local Emergency**

RE: NOVEL CORONAVIRUS, COVID-19

Issue Date: October 8, 2020

On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, 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 States of Emergency have been declared by the County of Orange, the State of California, and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

30. Outdoor playground facilities, located within the City's public parks, are hereby reopened on a limited basis pursuant to the public health guidelines issued for Outdoor Playgrounds on September 28, 2020, by the California Department of Public Health. The use of all outdoor playground equipment, located within the City's public parks, by members of the public shall be in conformance with the public health guidelines,

including the specific outdoor playground facility use restrictions and requirements, promulgated by the California Department of Public Health. Executive Order No. 4, dated March 19, 2020, is hereby rescinded.

Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.

A handwritten signature in black ink, appearing to read "Donald J. White", is written over a horizontal line.

Donald J. White
Director of Emergency Services/City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Kenneth Rosenfield, Public Works Director/City Engineer
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Records Retention Management

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

SUMMARY:

State law authorizes cities to destroy records when the records are no longer required, the records have been retained for the time periods required by law, the City Council adopts a resolution authorizing the destruction, and the City Attorney provides written consent to the destruction (Government Code § 34090). On February 11, 2020, the City Council adopted Resolution No. 2020-02-11-1, which amended and restated the City's Record Retention Schedule. Records designated for disposal, as set forth in Exhibit "A" to the proposed Resolution attached hereto, *exclude* any of the following types of records, per Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; and (e) the minutes, ordinances, or resolutions of the legislative body or of a city board or commission.

City staff has identified records for disposal that have been retained for the time periods set forth in the City's Record Retention Schedule and are no longer required for City business. The Department Heads, City Manager, City Attorney, and City Clerk have verified that these records have been retained for the time periods set forth in the City's

Destruction of Records

October 13, 2020

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Record Retention Schedule and meet the requirements for disposal. Authority to dispose of these records is required as provided for by Government Code Section 34090.

ATTACHMENTS:

- Proposed Resolution
- Proposed Resolution Exhibit A

RESOLUTION NO. 2020-10-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO DISPOSE OF CERTAIN CITY RECORDS IN ACCORDANCE WITH THE CITY'S RECORD RETENTION SCHEDULE

WHEREAS, Section 34090 of the California Government Code provides for the disposal of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

WHEREAS, the records and documents identified in Exhibit "A" attached hereto, have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by City Council Resolution No. 2020-02-11-1; and

WHEREAS, the records designated for disposal, as set forth Exhibit "A" attached hereto, exclude any of the following types of records, pursuant to Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; (e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission; and

WHEREAS, the Department Heads, City Manager, City Clerk and City Attorney have consented to the disposal of the records and documents identified in Exhibit "A".

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

SECTION 1. The records identified in Exhibit "A" attached hereto are no longer required for City business, and have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by Resolution No. 2020-02-11-1.

SECTION 2. The City Clerk is hereby authorized and directed to cause the disposal of those records listed and identified in Exhibit "A" which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 13th day of October 2020.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, DEPUTY CITY CLERK

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

I, Jennifer Lee, Deputy City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-10-13-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, DEPUTY CITY CLERK

Attachment: Proposed Resolution (2195 : Destruction of Records)

Records Retention Management

I hereby certify that: the records set forth on the attached list are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to dispose of same pursuant to Section 34090 of the Government Code of California.

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


 Janice Reyes Date 9/22/20
 Finance Director

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


 Kenneth H. Rosenfield Date 8/24/20
 Assistant City Manager/Director of Public Services

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


 David Chantarangsu Date 9.15.20
 Community Development Director

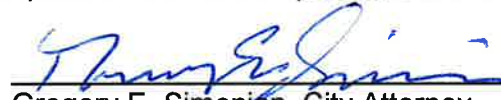
Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


 David Reynolds Date 9/22/20
 Deputy City Manager

City Clerk Approval: I have reviewed the records pursuant to the attached list for historical value and for compliance with the established retention requirements, and I consent to their disposal.


 Melissa Au-Yeung Date 8/26/2020
 Deputy City Manager/City Clerk

City Attorney Approval: I consent to the disposal of the records pursuant to the attached list:


 Gregory E. Simonian, City Attorney Date 9/22/2020

I hereby certify that the disposal of the records pursuant to the attached list was approved by the City Council of the City of Laguna Hills, California, by Resolution No. 2020-10-13-1 at a regular meeting of the City Council held in Laguna Hills, California, on October 13, 2020, and that by said Resolution, the department head or designee was authorized to dispose of the records.

 City Clerk Date

I hereby certify that, pursuant to the foregoing authority, the records pursuant to the attached list were disposed on _____, 2020.

 City Clerk Date

Attachment: Proposed Resolution Exhibit A (2195 : Destruction of Records)

Laguna Hills City Clerk

Exhibit "A"
Page 2 of 5

Destroy Date From 10/14/2020 To 10/14/2020

Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017895	0160-65	10/14/2020	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUEST	BAKER HOSTETLER (RAWLES)	DESTROY
900010204	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	CHRISTIAN, ELAINE	C0903	DESTROY
900014181	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	COLOMBO, RALPH	C1110	DESTROY
900017727	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	CRANE, GEORGYA	C1307	DESTROY
900017824	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	DENSMORE, HEATHER MCKENZIE	C1310	DESTROY
900018066	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	FREDRICKS, ADAM	C1312	DESTROY
900016028	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	MONTECINOS, HEATHER	C1207	DESTROY
900017683	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	PLAZA POINTE BUSINESS PARK ASSN.	C1306	DESTROY
900017059	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	RICHTSMEIR, BRENT	C1302	DESTROY
900015735	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	RUIZ, MARTINEZ, JIMENEZ	C1210	DESTROY
900018284	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	SIMON PROPERTY GROUP	C1403	DESTROY
900018259	0180-15	10/14/2020	CITY CLERK	CLAIMS AGAINST CITY	THREESTER, IRIN	C1401	DESTROY
900016062	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	BRISTOL PARK MEDICAL GROUP	FY 2011-2012	DESTROY
900015442	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	CA SPECIAL DISTRICTS ASSOC	FY 2011-2012	DESTROY
900015160	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	CALIFORNIA EMERGENCY PHYSICIAN	FY 2011-2012	DESTROY
900014417	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	CORVEL CORPORATION	FY 2011-2012	DESTROY
900015157	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	CREEKSIDE PHYSICAL THERAPY	FY 2011-2012	DESTROY
900014418	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	CSAC EXCESS INSURANCE AUTHORITY	FY 2011-2012	DESTROY
900014419	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	CSAC- LIFE, STD, LTD INSURANCE	FY 2011-2012	DESTROY
900014420	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	EMPLOYMENT DEVELOPMENT DEPARTMENT	FY 2011-2012	DESTROY
900016073	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	FRANCHISE TAX BOARD	FY2011-2012	DESTROY
900015158	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	IRVINE ORTHOPAEDIC ASSOCIATES	FY 2011-2012	DESTROY

3.6.b

Attachment: Proposed Resolution Exhibit A (2195 : Destruction of Records)

Laguna Hills City Clerk

Exhibit "A"
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Destroy Date From 10/14/2020 To 10/14/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900014421	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	NORTHWESTERN MUTUAL LIFE	FY 2011-2012	DESTROY
900014422	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	PARS	FY 2011-2012	DESTROY
900014423	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	REASSURE AMERICA LIFE INSURANCE	FY 2011-2012	DESTROY
900015159	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	REHAB ALLIANCE THERAPY CENTER	FY 2011-2012	DESTROY
900014425	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	SDRMA - ANCILLARY BENEFITS	FY 2011-2012	DESTROY
900014424	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	SDRMA - MEDICAL BENEFITS	FY 2011-2012	DESTROY
900015443	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	SDRMA-WORKERS COMPENSATION	FY 2011-2012	DESTROY
900012736	0300-17	10/14/2020	FINANCE	BENEFITS-VENDORS	ST OF CAL, DEPT OF INDUST. RELATIONS	FY2011-2012	DESTROY
900017714	0320-30	10/14/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2011/2012 1ST & 2ND QUARTERS	DESTROY
900017715	0320-30	10/14/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2011/2012 3RD & 4TH QUARTERS	DESTROY
900017716	0320-30	10/14/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PAYROLL ACCOUNT	FY 2011-2012	DESTROY
900013383	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2011	8800500-8800999	DESTROY
900013726	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2011	8801000-8801499	DESTROY
900014195	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2011	8801500-8801999	DESTROY
900014639	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2011	8802000-8802499	DESTROY
900014993	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2011	8802500-8802999	DESTROY
900013697	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	30500-30999 2011	DESTROY
900013938	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	31000-31499 2011	DESTROY
900014610	0320-40	10/14/2020	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	31500-32051 2011	DESTROY
900015208	0320-43	10/14/2020	FINANCE	DEPOSIT SLIPS	UNION BANK DEPOSIT SLIPS	2011	DESTROY
900008769	0320-49	10/14/2020	FINANCE	ARMORED TRANSPORT RECEIPTS	BANK OF AMERICA	2008-2009	DESTROY

3.6.b

Attachment: Proposed Resolution Exhibit A (2195 : Destruction of Records)

Laguna Hills City Clerk

Exhibit "A"
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Destroy Date From 10/14/2020 To 10/14/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900021780	0360-05	10/14/2020	ADMINISTRATION	PAYROLL	PAYROLL DEDUCTIONS/LHCEA-ACH	FY 2015-2016	DESTROY
900015166	0360-30	10/14/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2012 JUL - SEPT	DESTROY
900015167	0360-30	10/14/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2012 OCT - DEC	DESTROY
900015165	0360-30	10/14/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2012 APR - JUN	DESTROY
900015163	0360-30	10/14/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2012 JAN - MAR	DESTROY
900001335	0380-60	10/14/2020	CITY CLERK	ROLLING STOCK	2004 CHEVROLET TRUCK	SI 1500 EX 2	DESTROY
900016090	0390-15	10/14/2020	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2010-2011 INV #1-23	DESTROY
900012995	0390-15	10/14/2020	FINANCE	ACCOUNTS RECEIVABLE	SALES TAX-SBOE LOCAL REVENUE	ALLOCATION DATA 07/15/10 - 07/13/11	DESTROY
900010649	0470-20	10/14/2020	CITY CLERK	CIVIL CASE FILES, CITY	CHRISTIAN, ELAINE	CASE 00297758 DOG MAULING	DESTROY
900015438	0470-20	10/14/2020	CITY CLERK	CIVIL CASE FILES, CITY	COLUMBO, RALPH VS. JONES, VERNON	00484509 CLAIM FOR DAMAGES	DESTROY
900016215	0470-20	10/14/2020	CITY CLERK	CIVIL CASE FILES, CITY	COLUMBO, RALPH VS. LAGUNA HILLS	CASE NO. 00537583	DESTROY
900016156	0470-20	10/14/2020	CITY CLERK	CIVIL CASE FILES, CITY	MONTECINOS V. CITY OF LAGUNA HILLS	30-2012-00584773	DESTROY
900016280	0470-20	10/14/2020	CITY CLERK	CIVIL CASE FILES, CITY	RUIZ VS. LAGUNA HILLS, ET. AL.	CASE NO. 00537583	DESTROY
900019905	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2016 ART ROOM		DESTROY
900019903	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2016 CLASSROOM		DESTROY
900020661	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2016 HERITAGE ROOM	JANUARY - JUNE	DESTROY
900020660	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2016 HERITAGE ROOM	JULY - DECEMBER	DESTROY
900019906	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2016 MEETING ROOMS ABC	JANUARY-JUNE	DESTROY

3.6.b

Attachment: Proposed Resolution Exhibit A (2195 : Destruction of Records)

Laguna Hills City Clerk

Exhibit "A"
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Destroy Date From 10/14/2020 To 10/14/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900020659	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2016 MEETING ROOMS ABC	JULY - DECEMBER	DESTROY
900019904	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	ATHLETIC FACILITY PERMITS	2016	DESTROY
900019902	0700-30	10/14/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	PICNIC SHELTERS	2016	DESTROY
900018070	0800-60	10/14/2020	BUILDING	INSPECTION LOGS	2014 INSPECTION RUN SHEETS		DESTROY
900017865	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 FALL	A-L	DESTROY
900017867	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 FALL REGISTRATION FORMS	M-Z	DESTROY
900017870	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 SPRING	A-L	DESTROY
900017871	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 SPRING	M-Z	DESTROY
900017874	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 SUMMER	A-L	DESTROY
900017875	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 SUMMER	M-Z	DESTROY
900017868	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 WINTER	A-L	DESTROY
900017869	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2014 WINTER	M-Z	DESTROY
900018778	0950-30	10/14/2020	SERVICES COMMUNITY	REGISTRATION FORMS	FY 2013/14	SCHOLARSHIP APPLICATIONS	DESTROY

Record Count: 74

Packet Pg. 48

3.6.b

Attachment: Proposed Resolution Exhibit A (2195 : Destruction of Records)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020

TO: Mayor and Council Members

FROM: Lieutenant Matthew Stiverson
Chief of Police Services

ISSUE: 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions

RECOMMENDATION: That the City Council: 1) Approve the 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions; and 2) Authorize the City Manager to execute the proposed agreement.

SUMMARY:

Approval of the revised 2020 Orange County Operational Area Agreement will replace the existing 1995 Orange County Operational Area Agreement with a reorganized agreement that addresses agency relationships, jurisdictional responsibilities, and legislated mandates before, during, and after major emergencies.

BACKGROUND:

The Orange County (OC) Operational Area (OA) Agreement formally creates and organizes the OC OA as required by the Standardized Emergency Management System (SEMS), Title 19 California Code of Regulations Section 2409, et seq. The OC OA was created and the OC OA Agreement approved by the OC Board of Supervisors (Board) on November 17, 1995. The OC OA Agreement, which was developed through a collaborative process with all affected organizations and jurisdictions, including the City of Laguna Hills, has guided how OC jurisdictions coordinate emergency planning and response activities. Prior to the current agreement, the Board approved a previous agreement relating to emergency operations and planning in the County on July 14, 1981.

The OA is overseen by an Executive Board with representatives from each emergency response discipline. The OA Executive Board meets on a quarterly basis, and is responsible for the development, establishment and implementation of the policies of the OA. In 2017, the OA Executive Board identified the need to update the OA Agreement to better reflect current best practices and update outdated information. To accomplish this task, the Sheriff-Coroner Department (Sheriff), Emergency Management Division, which serves as staff to the OA Executive Board, formed a collaborative, multi-jurisdictional OA Agreement Revision Working Group to complete a comprehensive review and revision of the document. The City of Laguna Hills Emergency Management Coordinator was a member of the working group and involved in the review and revision of the agreement. The revised OC OA Agreement produced by this process has been adopted by the Board of Supervisors and is now ready for final approval by political subdivisions. The new OC OA Agreement became effective on September 1, 2020, which was six months after the document was adopted by the Board of Supervisors and one other OA jurisdiction, which was the Orange County Fire Authority.

The new OC OA Agreement draft developed by the OC OA Agreement Revision Working Group has structural and content changes from the original 1995 document. Agreement sections are reorganized to make the document easier to understand and reference, and the document is reformatted to more closely align with the Emergency Management Division's plan document style guide. The major content changes are outlined below.

New OA Executive Board Members

Five new OA Executive Board seats are added to the body to more diversely represent the jurisdictions of the OA. The new seats are designated for:

- The County Executive Officer
- The OC Social Services Agency Director
- The OA Water/Wastewater Mutual Aid Coordinator
- A representative selected jointly from the OC Community College Districts
- The OC Transportation Authority Chief Executive Officer

OC Emergency Management Organization (OCEMO) Update

Since the 1995 OC OA Agreement was approved, OCEMO has transitioned to a simpler model than was outlined in the original document. Several changes are made in the new OC OA Agreement draft to reflect the current operational practices of OCEMO and ensure alignment with the new OCEMO bylaws approved in 2018. Another change is the removal of the OCEMO Representative Board, which has not been in use for a decade or more. The new draft also provides clarity on the nature of the administrative support provided to OCEMO by the County of Orange.

OA Coordinator Staffing

The 1995 OC OA Agreement specifically outlined which agencies are responsible for staffing the Operational Area Coordinator (OAC) position. At the time of approval, this staffing arrangement aligned with the staffing of the Director of Emergency Services (DES) position and was meant to outline additional responsibilities for the DES during an OA-wide incident. Since approval, the County Ordinance that defines staffing for the DES role was updated by Board Resolution #01-212 on July 17, 2001, creating a conflict with the original OAC staffing arrangement. To rectify this conflict and to prevent similar issues in the future, the language in the updated draft is streamlined to reference the County Ordinance and Resolution rather than separately defining OAC staffing.

OA Finance

The new OC OA Agreement includes a significant reworking of language related to OA finances: grant funding and administration. Relevant language once contained in Addendum Two (See Addendums section below) is now incorporated in the main body of the OC OA Agreement. Language referencing specific grant programs is replaced with broader language that reflects the shifting nature of grant funding and the challenges of grant administration. The new language also addresses lessons learned related to the financial aspects of mutual aid and disaster recovery.

Addendums

The 1995 OC OA Agreement has three addendums that addressed various issues brought forth during the development of the original document. Addendum One clarifies roles and responsibilities for the OA, the OA Executive Board and the OAC. Addendum Two includes documents related to the administration of the Emergency Management Assistance Program grant that no longer exists. Relevant portions of these

2020 Orange County Operational Area Agreement

October 13, 2020

Page 4

two addendums are incorporated into the main body of the new OC OA Agreement draft as appropriate. Addendum Three is the OA Mutual Aid Plan. This critical document will become an attachment to the Unified County of Orange and OC OA Emergency Operations Plan. This will put the Mutual Aid Plan on a more defined schedule of review and revision.

Naming and Terminology Changes

Several name changes are introduced in the new OC OA Agreement draft to clarify the differences between the various bodies and positions created by the document.

ATTACHMENTS:

- 2020 Operational Area Agreement
- 1995 Operational Area Agreement
- Operational Area Agreement Revision Matrix
- California Code of Regulations Section 2409 Operational Area Level

Orange County Operational Area Agreement



of the County of Orange
and Political Subdivisions
January 2020

Orange County Operational Area Agreement

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Orange County Operational Area Agreement

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Orange County Operational Area Agreement

I. Recitals

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

THIS AGREEMENT is entered into this 19th day of May, 2020, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

WITNESSETH:

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

WHEREAS, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

NOW THEREFORE, the Parties hereto agree as follows:

Orange County Operational Area Agreement

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Orange County Operational Area Agreement

Section One. Operational Area Establishment

1.1 Operational Area Established

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

1.2 Local Authority

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

Orange County Operational Area Agreement

Section Two. Operational Area Council, Executive Board and Subcommittees

2.1 Operational Area Signatory Council

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status.¹ The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

2.1.1 Membership

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

2.1.2 Responsibilities

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

2.1.3 Representatives Meeting

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

¹ Title 19 California Code of Regulations Section 2409

Orange County Operational Area Agreement

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

2.2 Operational Area Executive Board

2.2.1 Membership

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

Executive Board Members

1. The Chair of the Orange County Board of Supervisors
2. The County Executive Officer
3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
7. The OA Water/Wastewater Mutual Aid Coordinator
8. The Orange County Social Services Agency Director
9. A representative selected jointly from the Orange County City Managers Association
10. A representative from the Orange County Chiefs of Police and Sheriff's Association
11. A representative from the Orange County Fire Chiefs Association
12. A representative from the Orange County City Engineers and Public Works Directors Association
13. A representative from Independent Special Districts of Orange County
14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
15. A representative selected jointly from Orange County Community College Districts
16. The Orange County Transportation Authority Chief Executive Officer

Terms, Alternates and Voting

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

Orange County Operational Area Agreement

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

Operational Area Executive Board Chair and Vice-Chair

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

Meetings

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

2.2.2 Responsibilities

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

Policy and Operational Area Emergency Operations Plan

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

Mutual Aid Plans and Agreements

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

Laws, Rules, Legislation and Regulation

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

Orange County Operational Area Agreement

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

Operational Area Executive Board Emergency Advisory Capacity

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

2.2.3 Subcommittees and Working Groups

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only.

2.3 Orange County Emergency Management Organization

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEDO. OCEDO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEDO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

2.3.1 Membership

The entire OCEDO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEDO Bylaws.

Signatory Members

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEDO members who are also voting members of the OA Executive Board shall be present at any OCEDO meeting.

Orange County Operational Area Agreement

Collaborative Members

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEMO Bylaws.

Associate Members

Other representatives of organizations interested in participating in OCEMO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

2.3.2 Responsibilities

As a subcommittee to the Executive Board, the responsibilities of OCEMO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

Operational Area Plans, Annexes, and Standard Operating Procedures

- Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEMO shall be forwarded to the OA Executive Board for approval.

Training and Exercises

- Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

Public Education and Outreach

- Coordinate the development of public education and whole community emergency preparedness programs.

Legislation

- Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

Other

- Other duties as assigned by the Executive Board.

2.3.3 OCEMO Leadership

The OCEMO Leadership shall consist of the OCEMO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEMO Bylaws, the OA Manager and the

Orange County Operational Area Agreement

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

2.3.4 Organization and Procedures

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

2.3.5 Administrative Support

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

Orange County Operational Area Agreement

Section Three. Responsibilities

3.1 Operational Area Jurisdiction Responsibilities

Subdivisions of the OA have the responsibilities as set forth below:

Participation

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCEMO.

Cooperation

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

Emergency Management Program

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

Emergency Plan and Organization

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

Procedures

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

Training and Exercises

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

Emergency Assistance

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

Resource Lists

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

Orange County Operational Area Agreement

Critical Points of Contact

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

Disaster Recovery and Financial Reimbursement

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

3.2 County-Specific Responsibilities

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

24-Hour Contact Point

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

Operational Area Emergency Operations Center

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 – Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

Initial EOC Activation Staffing

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

Orange County Operational Area Agreement

Disaster Recovery and Financial Reimbursement

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

Operational Area Emergency Operations Plan and Annexes

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

Operational Area Executive Board Support

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

Subcommittee and Working Group Support

County emergency management staff shall provide support to Executive Board subcommittees and working groups.

Orange County Operational Area Agreement

Section Four. Operational Area Coordinator and Operational Area Manager

4.1 Operational Area Coordinator

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.1.1 Powers and Duties

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

Direction and Coordination

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

Operational Area Representative

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

4.2 Operational Area Manager

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.2.1 Powers and Duties

The OA Manager shall have the following powers and duties:

Administration of Operational Area Agreement

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

Staff to the Operational Area Executive Board

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

Orange County Operational Area Agreement

Daily Coordination and Assistance

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

Notification of Emergency Operations Center Activation

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

OCEMO Support

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

Budget and Staffing

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

After Action Reports

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

Resource Coordination

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

Section Five. Operational Area Response Systems

5.1 Operational Area Emergency Operations Plan

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

5.1.1 Compliance

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

5.1.2 Functional Assignments

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

5.1.3 Approval

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

5.2 Operational Area Emergency Operations Center

5.2.1 Location

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

5.2.2 Required Activation

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

5.2.3 Staff for the Operational Area Emergency Operations Center

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

Orange County Operational Area Agreement

Section Six. Operational Area Finance

6.1 Operational Area Expenses and Revenues

Operational Area Administrative Expenses

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCEMO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCEMO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

Costs of Operational Area during Emergency Response and Recovery

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

Orange County Operational Area Agreement

shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

Financial Reimbursement and Recovery Following Emergencies

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

Section Seven. Operational Area Agreement Administration

7.1 Existing Agreements

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

7.2 Effective Date

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

7.3 Withdrawal

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

7.4 Indemnification

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

7.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7.6 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

Orange County Operational Area Agreement

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

7.7 Ambiguities

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations will be incorporated by approval of the Executive Board and written notice shall be provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

7.8 Amendment

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: 5/19/20

County of Orange

(City or Jurisdiction)

BY

Michelle Steel, Chairwoman

County of Orange

ATTEST:

By:

Robin Stieler, Clerk of the Board

County of Orange



Date

NOTICE TO COUNTY OF ORANGE TO BE GIVEN TO:

City/Jurisdiction

Donna Boston

Name

County of Orange

City/Jurisdiction

2644 Santiago Canyon Road

Address

Silverado, CA 92676

City/State/Zip

714-628-7154

FAX Number

APPROVED AS TO FORM:

Wendy J Phillips

Wendy Phillips, Senior Deputy County Counsel

County of Orange

Dated

5/26/20

Attachment: 2020 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

Orange County Operational Area Agreement

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:

City/Jurisdiction

 Name

 City/Jurisdiction

 Address

Chapter 3 City/State/Zip

 FAX Number

APPROVED AS TO FORM:

Wendy J. Phullysi

Senior Deputy County Counsel

Orange County

 Dated *2/26/20*

Attachment: 2020 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: 10/13/2020

City of Laguna Hills

(City or Jurisdiction)

BY _____

Don White, City Manager

City of Laguna Hills

ATTEST:

By: _____

Jennifer Lee, Deputy City Clerk

City of Laguna Hills

Date October 13, 2020

NOTICE TO City of Laguna Hills TO BE GIVEN TO:
City/Jurisdiction

Matthew Stiverson, Emergency Management Coordinator
Name

City of Laguna Hills

City/Jurisdiction

24035 El Toro Road

Address

Laguna Hills, CA 92653

City/State/Zip

949-707-2633

FAX Number

APPROVED AS TO FORM:

Greg Simonian, City Attorney

City of Laguna Hills

Dated October 13, 2020

Attachment: 2020 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

October 3, 1995

Including Addendums:

- 1. Clarification of Operational Area, OA Executive Board, and Operational Area Coordinator Roles and Responsibilities adopted by Operational Area Executive Board November 6, 1996.**
- 2. Policy and Procedure on Operational Area Administration Financing (including 1997/98 Grant Distribution) adopted by Operational Area Executive Board August 20, 1997.**
- 3. Policy and Procedure on Operational Area Emergency Operations and Mutual Aid Financing (including Orange County Operational Area Mutual Area Plan) adopted by Executive Board August 20, 1997.**

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

**OF THE COUNTY OF ORANGE
AND POLITICAL SUBDIVISIONS**

October 3, 1995

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

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OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

THIS AGREEMENT is entered into this _____ day of _____, 1995, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as "COUNTY," and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (c) of The California Emergency Services Act, Government Code Section 8550 et seq., (" The Emergency Services Act"), which are signatories hereto, hereinafter referred to as "SUBDIVISIONS", collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, it is the intent of the Parties hereto, in accordance with The Emergency Services Act and The Standardized Emergency Management System Regulations, Title 19 California Code of Regulations Section 2400 et seq., to coordinate preparedness and response efforts for the safety of persons and property from the effects of natural, man-made, or war-caused disasters, hereinafter referred to as "emergencies;" and,

WHEREAS, the purpose of an Operational Area , as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities between the COUNTY and all Subdivisions in the geographic area of the County, and to serve as the coordination and communication link with the regional level of the State; and

WHEREAS, the declared purposes of this Agreement are to provide for the establishment and direction of the Operational Area; the cooperative and mutual handling of the duties and responsibilities of the Operational Area lead Agency; the coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, any expenditures made in connection with such emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the Operational Area.

NOW THEREFORE, the Parties hereto agree as follows:

A. EXISTING AGREEMENTS: Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except this Agreement supersedes the existing UNIFIED ORANGE COUNTY-CITIES EMERGENCY MANAGEMENT AGREEMENT dated July 14, 1981; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid agreements.

B. OPERATIONAL AREA ESTABLISHED: The entire geographic area of Orange County constitutes an Operational Area for the purposes of emergency mitigation, preparedness, response, and recovery, as required by Title 19 California Code of Regulations Section 2409.

C. CITY-COUNTY EMERGENCY MANAGEMENT PLANNING BOARD: For the purposes of COUNTY Ordinance No. 3915 Section 3-1-5 of the Codified Ordinances of the County of Orange, as presently existing or as hereafter amended, the Council created under this Agreement constitutes the City County Emergency Management Planning Board and this Agreement defines its membership, powers, duties, divisions, services and staff.

D. LOCAL AUTHORITY: In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction.

E. DEFINITIONS: The following terms as used in this Agreement shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth below:

- (1) **Operational Area Coordinator** shall mean that position affiliated with a public agency as designated in Section G of this Agreement, to provide direction and coordination of the Operational Area during times of emergency.
- (2) **Emergency** shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the County caused by such conditions as air pollution, civil disturbance, sudden and severe energy shortage, drought, or earthquake or other conditions, the Governor's warning of an earthquake or volcanic prediction, epidemic, fire, flood, hazardous material release, plant or animal infestation or disease, riot, storm, or war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of a Subdivision or County, requiring the combined forces of the Operational Area to manage.
- (3) **Unified command** shall mean a unified team effort which allows all agencies with, either geographical or functional responsibility, to manage an emergency by establishing a common set of emergency objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

F. OPERATIONAL AREA COUNCIL, EXECUTIVE BOARD AND SUBCOMMITTEES:

- (1) **Operational Area Council.** Title 19 California Code of Regulations Section 2400 et seq. establishing the Standardized Emergency Management System hereinafter referred to as SEMS, allows the COUNTY and all SUBDIVISIONS to have representation in the Operational Area. Therefore, the Operational Area Council, hereinafter referred to as the "Council", is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is

not a separate legal entity and that it is not their intention to form a joint powers authority.

- a. **Membership.** All SUBDIVISIONS in the County of Orange ,including cities, school and special districts, and the COUNTY, by approval and execution of this Agreement, are members of the Council. Each Council Member shall designate a representative and an alternate from its governing body to serve as it's representative.
- b. **Responsibilities.** The members of the Council shall have authority over the major policy issues of the Operational Area, as determined by the Executive Board, including the adoption of and amendments to this Agreement and adoption of any Operational Area fees. However, whenever a majority of all members of the Council determine that an issue should be brought before the Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in the first sentence of this subsection. It is not the intent of this Agreement that there be regular meetings of the Council. The Executive Board shall submit major Operational Area policy issues to Council members for consideration at their respective governing body meetings. The approval by a majority of the governing bodies of all Council members shall be sufficient for adoption of any Operational Area business, including the amendment of this Agreement, and adoption of any Operational Area fees.
- c. **Representatives Meeting.** Should it be necessary for the Council to meet, the representative or alternate of each member of the Council, shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem from among the representatives present. A majority of all representatives of the members of the Council shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair Pro Tem shall not be counted. The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council.

(2) **Operational Area Executive Board.**

- a. **Creation of the Operational Area Executive Board.** The Council shall have an Executive Board, hereinafter referred to as Executive Board, consisting of eleven voting members.

1) **Members.** Members are as follows:

- a) A member of the COUNTY Board of Supervisors
- b) A representative from the Orange County City Engineers' and Public Works Directors' Association
- c) The Orange County Fire & Rescue Mutual Aid Coordinator
- d) A representative from the Orange County Fire Chiefs' Association
- e) The Orange COUNTY Sheriff-Coroner- Law Enforcement Mutual Aid Coordinator
- f) A representative from Independent Special Districts of Orange County
- g) A representative from the Orange COUNTY Health Care Agency- Health Care Mutual Aid Coordinator
- h) A representative from the Orange County Police Chiefs' and Sheriff Association
- i) A representative selected jointly from the Orange County-City Manager's Association and the League of Cities.
- j) A representative selected jointly by the Orange County Superintendent of Schools, Community Colleges and School Districts
- k) A representative from the COUNTY Environmental Management Agency- Public Works Mutual Aid Coordinator

2) **Terms, Alternates and Voting.** Executive Board members shall be appointed by their respective organization every two years and shall serve at the discretion of their organization for two years. An alternate shall also be designated to serve the same term for each Executive Board member appointed. Each Executive Board member, or alternate in the absence of any voting member, shall be entitled to one vote. A majority of the Executive Board shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any

other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair shall not be counted.

- 3) **Operational Area Executive Board Chair and Vice-Chair.** The Chair and Vice Chair shall be elected every two years by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.
- 4) **Meetings.** The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

b. **Responsibilities/Policy/Advisory Duties.** The Executive Board shall have responsibility for the overseeing the actions of the Operational Area Manager in the daily operations and administration of the Operational Area. The Executive Board shall also have responsibility for the development, establishment and implementation of the policies of the Operational Area, and shall keep the Council informed of its actions. The Executive Board shall determine which major policy issues of the Operational Area issues require Council members' approval and shall seek such approval. However, whenever a majority of all members of the Council determine that an issue should be brought before the entire Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in this subsection.

- 1) **Policy and Operational Area Emergency Plan.** The Executive Board is responsible for the establishment of Operational Area policy and the development and implementation by December 1, 1996, of the Operational Area Emergency Plan, including mitigation, preparation, response and recovery, and for the ongoing exercise and maintenance of the plan as required by SEMS.
- 2) **Operational Area Budget and Operating Staff.** The Executive Board shall have the responsibility to direct the development of and approve the Operational Area annual operating budget and staffing utilizing resources made available to the Operational Area by the State Office of Emergency Services through the Federal Emergency Management Assistance Program, and to monitor the expenditures of the Operational Area. This shall include the responsibility to seek grants from other sources to sustain the preparedness and response efforts of the Operational Area as further detailed in Section L of this Agreement, and, if necessary, to recommend for adoption by the members of the Council, any

Operational Area fees to sustain the Operational Area. In the event the Executive Board recommends adoption of fees, the Executive Board shall be responsible for directing the development of and submitting the Operational Area annual budget and staffing to the members of the Council for approval.

- 3) **Laws, Rules, Legislation and Regulations.** The Executive Board shall review and recommend for action or adoption by the members of the Council, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board shall also study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to it in writing by Council members.
- 4) **Recovery Operations.** During the recovery phase of an emergency, the Executive Board shall provide advice to the members of the Council regarding rebuilding and cost recovery. The Executive Board shall direct the Operational Area Manager, as designated in Section H of this Agreement, to coordinate with the State Office of Emergency Services as needed in this process.
- 5) **Successor to the Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint an Operational Area Coordinator to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement.

c. Subcommittees and Technical Advisory Groups.

- 1) **Establishment, Support and Coordination.** The Executive Board may establish standing and ad hoc Subcommittees and Technical Advisory Groups to complete its work and to ensure communication and coordination between all interested persons or groups, including but not limited to the COUNTY, SUBDIVISIONS, Orange County Emergency Management Organization, Communications Systems, Transportation, Care and Shelter. Subcommittees and Technical Advisory Groups may each elect a Chairperson and shall provide appropriate staff support from their members. The Operational Area Manager shall provide coordination between these Subcommittees or Technical Advisory Groups and the Executive Board only.

- 2) **OCEMO.** There is hereby established a standing Subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as “OCEMO”. All Council members shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative establishment of the Operational Area Plan, policies and procedures, training and exercises is necessary to ensure that the Operational Area Plan, policies, procedures, training and exercises meet the emergency needs of the SUBDIVISIONS, COUNTY, and Operational Area.

a) **Members.**

1. **Standing Members.** Standing members include the emergency services coordinators designated annually in writing to the Operational Area Manager by each Party which is a signatory to this Agreement. The COUNTY Emergency Manager shall be the COUNTY Standing member.
2. **Approved Members.** Designated representatives from other public, non-profit and private emergency response, recovery and management agencies may actively participate as approved members in OCEMO Committees. These agencies may include: Orange County Disaster Recovery Alliance, Volunteer Agencies Active In Disasters, American Red Cross, Volunteer Emergency Preparedness Organization, utilities, military bases, universities and colleges, and the State Office of Emergency Services. Membership shall be granted by the Executive Board annually, upon recommendation made by majority vote of standing members of OCEMO.
3. **Associate Members.** Members of other organizations may participate as non-voting Associate members.

- b) **Voting.** Each of the Standing and Approved members shall be entitled to one vote. The Representative Board shall determine the issues which require approval of the voting members of OCEMO. However, whenever a majority of all members of OCEMO determine that an issue should be brought before the entire OCEMO membership, it shall be done so irrespective of the fact that the Representative

Board has failed to identify it as an issue. It is not the intent of this Agreement that there be regular meetings of OCEMO. Any member of OCEMO may attend and be heard at the Representative Board meetings and participate in Representative Board committees. The Chair may convene a meeting of OCEMO and/or conduct a vote by proxy. Unless otherwise provided herein, a vote of the majority of those qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

c) **Chair and Vice-Chairs.** The Chair, First and Second Vice Chair shall be elected annually by the Representative Board and shall serve both as the officers of the Representative Board and OCEMO. In the event a tie vote occurs, the vote of the Chair shall not be counted. In the absence of all officers, the members of the Representative Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

d) **Representative Board.** OCEMO shall have a Representative Board, hereinafter referred to as "Representative Board".

1. **Membership.** The membership of the Representative Board shall be comprised of the following standing members:

- a. The COUNTY Emergency Manager/
Operational Area Manager
- b. The Cities' Emergency Services
Coordinators
- c. One representative selected jointly by the
Orange County Superintendent of Schools,
Community Colleges and School Districts
- d. One representative selected jointly by the
Water and Irrigation Districts
- e. A representative from the Orange County
Transportation Authority

- f. One representative selected jointly by the Sanitation Districts
- g. One representative selected jointly by the Sanitary Districts
- h. A representative from the Parks and Recreation District
- i. A representative selected jointly by the Library Districts
- j. A representative from the Cemetery District
- k. A representative from the Vector Control District
- l. A representative from the Storm District
- m. A representative selected jointly by the Community Services Districts

2. **Voting.** Each of the Representative Board members shall be entitled to one vote. A majority of the Representative Board shall constitute a quorum for the transaction of business relating to OCEMO. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

3. **Committees.** The Representative Board may establish Committees to accomplish the OCEMO duties. All OCEMO members are expected to participate in the Committees to the maximum extent possible.

e) **Executive Council.** The OCEMO Executive Council shall consist of the OCEMO Chair, First and Second Vice Chair, the immediate past Chair, and the COUNTY Emergency Manager/Operational Area Manager. The Executive Council may meet at the request of the Chair to develop agendas and plans, and to analyze issues to be presented to the OCEMO Representative Board.

- f) **Staff Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.
- g) **Purpose.** As a Subcommittee responsible to the Executive Board, the purposes of OCEMO include the following:
1. **Operational Area Plan.** Development and maintenance of the Operational Area Emergency Plan as described in SEMS and approved by the Executive Board.
 2. **Standard Operating Procedures.** Development and maintenance of Operational Area standard operating procedures and Operational Area Emergency Operations Center procedures and guidelines for use during emergencies, reviewed and approved by the Operational Area Mutual Aid Coordinators.
 3. **Emergency Training and Exercises.** Coordinate an annual Operational Area exercise as required by SEMS and coordinate training of personnel who are part of the Operational Area Emergency Organization.
 4. **Efficiency and Effectiveness.** Identify, examine and develop plans and programs of concern to all SUBDIVISIONS and the COUNTY, and coordinate the development of appropriate plans and programs leading toward an integrated Operational Area approach to preparedness for emergencies, including use of cost efficient and effective, coordinated public education and individual emergency preparedness programs.
 5. **Legislation.** Review and report on legislation impacting emergency plans and programs and propose concepts for new legislation for consideration by the Executive Board.
 6. **Plans and Agreements.** Review proposals of emergency mutual aid plans and agreements and

make recommendations on approval of such proposals to the Executive Board.

7. **After Action Reports.** Develop after action reports for the Executive Board, following emergencies in which the Operational Area is activated.
 8. **Other.** Other duties and responsibilities as delegated by the Executive Board.
- h) **Meetings.** The Representative Board shall meet every other month. Special meetings of the Representative Board may be called by the Chair. Committees shall meet twice a month until the Operational Area Emergency Plan and procedures, exercise schedule and training, as required by SEMS are completed, and as necessary thereafter.
 - i) **Finances.** OCEMO has no authority to bind the COUNTY or any SUBDIVISION to any financial arrangement.
- d. **Operational Area Executive Board Emergency Advisory Capacity.** The Executive Board may be convened by the Chair to review the potential or actual emergency situation and make and receive appropriate recommendations from the Operational Area Coordinator, as designated below, and Council members.

G. CREATION AND POWERS AND DUTIES OF OPERATIONAL AREA COORDINATOR:

- (1) **Operational Area Coordinator.** By this Agreement, Council designates an Operational Area Coordinator, hereinafter referred to as “Coordinator” Based on the type of disaster described below, the initial response Coordinator shall be the incumbent of the position designated below:
 - a. **Law Enforcement Mutual Aid Coordinator.** The Law Enforcement Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where evacuation, law and order are of the highest priority as related to earthquake, tsunami, nuclear power plant emergency, civil disturbance, terrorism, or act of war.
 - b. **Fire and Rescue Mutual Aid Coordinator.** The Fire and Rescue Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where the life or safety of the public is threatened due to fire, mass casualty emergency, or hazardous materials release.

- c. **Public Works Mutual Aid Coordinator.** The Public Works Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where public works or environmental protection resources shall be the primary method used for mitigation and recovery such as during flood, storm, dam failure or oil spill.
- d. **Health Care Mutual Aid Coordinator.** The Health Care Mutual Aid Coordinator is designated as the as the initial response Coordinator for emergencies where there is a threat of an epidemic or a declared epidemic.
- e. **Alternates to the Operational Area Coordinator.** Each incumbent of a position eligible to act as the initial response Coordinator shall annually designate, in writing by name and in order of succession, a minimum of two alternates. This designation shall be filed with the Operational Area Manager as described in Section H of this Agreement, no later than July 1st of each year.
- f. **Line of Succession.** In the event that neither the designated initial response Coordinator nor either of the designated alternates is available to serve in the capacity of the initial response Coordinator, the following line of succession shall be used to ensure continuity of Operational Area operations during times of emergency:
 - 1) **Law Enforcement Mutual Aid Coordinator and two designated alternates.**
 - 2) **Fire and Rescue Mutual Aid Coordinator and two designated alternates.**
 - 3) **Public Works Mutual Aid Coordinator, and two designated alternates.**
 - 4) **Health Care Agency Mutual Aid Coordinator and two designated alternates.**
- (2) **Unified Command and Joint Operational Area Coordinator.** Where appropriate, the Coordinator shall use a unified command, which is standard procedure for emergencies which involve multiple jurisdictions or professional disciplines.
- (3) **Successor to the Initial Response Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint successor Operational Area Coordinator(s) to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement. The successor Coordinator(s) shall have the

same powers and duties as the initial response Coordinator, as specified in Section G (4) of this Agreement.

- (4) **Powers and Duties.** The Coordinator shall direct and coordinate the Operational Area during times of emergency. The Coordinator shall have the following duties and powers:
- a. **Direction and Coordination.** Serve as key decision maker, in the Operational Area Emergency Operations Center providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the Operational Area Lead as specified in Title 19 California Code of Regulations Section 2409 (e).
 - b. **Operational Area Representative.** Represent the Operational Area in all dealings with the public or private agencies on matters pertaining to emergencies as defined herein.
 - c. **Emergency Public Information.** Appoint a Public Information Officer to coordinate the dissemination of all emergency information, press releases, and public statements, to prevent conflicting information, misinformation, and the initiation of rumors, as appropriate to the type of emergency confronting the Operational Area.
 - d. **Emergency Proclamations.** Each SUBDIVISION shall retain the powers and responsibilities granted by law to proclaim an emergency in its jurisdiction, according to procedures set forth by the jurisdiction. The COUNTY Board of Supervisors shall retain the powers and responsibilities granted by law to proclaim an emergency in the County geographic area, according to procedures set forth in COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.

H. CREATION OF POSITION AND POWERS AND DUTIES OF OPERATIONAL AREA MANAGER:

- (1) **Operational Area Manager.** The position of the Operational Area Manager is hereby created. The Operational Area Manager shall be the COUNTY Emergency Manager as specified by COUNTY Ordinance No. 3915, Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.
- (2) **Powers and Duties.** The Operational Area Manager shall have the following powers and duties:

- a. **Staff to the Operational Area Executive Board.** Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned Operational Area staff with the Executive Board.
- b. **Daily Coordination and Assistance.** Direct the daily coordination and cooperation between the Operational Area staff and the Operational Area Emergency Organization, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.
- c. **Emergency Operations Center Maintenance.** Maintain the Operational Area Emergency Operations Center in a constant state of readiness, providing staff as needed to support the Emergency Operations Center operations during times of emergency in order to coordinate emergency information between the COUNTY and all SUBDIVISIONS, state and federal agencies, and volunteer organizations.
- d. **Notification of Emergency Operation Center Activation.** Notify the Executive Board and Board of Supervisors of an Emergency Operations Center activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.
- e. **OCEMO Support.** Provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.
- f. **Budget and Staffing.** Develop an annual operating budget and staffing recommendations and monitor the Operational Area expenditures at the direction of and for the approval of the Executive Board.
- g. **After Action Reports.** Coordinate with OCEMO the development of after action reports for the Executive Board, following emergencies in which the Operational Area is activated.

I. OPERATIONAL AREA EMERGENCY PLAN: Under the direction of the Executive Board, OCEMO shall be responsible for ensuring the development and maintenance of the Operational Area Emergency Plan, which shall provide for the effective mobilization of all of the resources of the Operational Area, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the Operational Area Emergency Organization as described in Section M of this Agreement.

- (1) **Compliance.** The Operational Area Emergency Plan shall comply with applicable local, state and federal planning criteria, analyze the risks faced by the

Operational Area, assign functional responsibilities to Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and personnel, and assign lines of succession for the members of the Operational Area Emergency Organization.

- (2) **Functional assignments.** The Operational Area Emergency Plan shall include the functions assigned to the mutual aid organizations, COUNTY agencies/departments and SUBDIVISIONS, and it shall be the responsibility of the agency/department heads and SUBDIVISIONS to appoint coordinators who shall report to the Emergency Operations Center and carry out the assigned duties as appropriate.
- (3) **Adoption.** The Emergency Plan shall not be effective until adopted by the Executive Board and a majority of all Council members.

J. COUNTY SPECIFIC RESPONSIBILITIES. The COUNTY shall act as the Operational Area Lead Agency. The Operational Area Lead Agency shall have the following responsibilities to the Operational Area in addition to those member responsibilities specified under Section K of this Agreement:

- (1) **24 Hour Contact Point.** The COUNTY shall provide the 24 hour contact point for the Operational Area and act as lead in activating the Operational Area Emergency Operations Center, hereinafter referred to as "OAEOC".
- (2) **Operational Area Emergency Operations Center.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Road, in Silverado, California and Alternate Emergency Operations Center, as designated, shall serve as the OAEOC.
- (3) **Initial EOC Activation Staffing.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.
- (4) **EOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.
- (5) **Operational Area Council Executive Board Support.** The COUNTY shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow up only. Staff support to Subcommittees and Technical Advisory Groups shall be provided by Council members and their representatives.
- (6) **OCEMO Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.

K. OPERATIONAL AREA COUNCIL MEMBER RESPONSIBILITIES: Members of the Operational Area Council shall have the responsibilities as set forth below:

- (1) **Participation.** Actively participate as a member in the Council, Executive Board if designated, Subcommittees and Technical Advisory Groups including OCEDO, and in the Operational Area Emergency Organization, including providing staff to support the work of the Executive Board, Subcommittees and Technical Advisory Groups.
- (2) **Emergency Plan and Organization.** Maintain an emergency plan and organization to provide for the emergency needs in the SUBDIVISION according to SEMS, and coordinate with and, where able, support other SUBDIVISIONS, the COUNTY, and the OAEOC.
- (3) **Emergency Management Program.** Develop an emergency management program which shall provide for the needs of the SUBDIVISION, which shall be complementary to and compatible and coordinated with the needs of the Operational Area in the event of an emergency.
- (4) **Emergency Assistance.** Provide assistance during an emergency:
 - a. **Capabilities and Agreements.** SUBDIVISIONS shall offer assistance within the limits of capabilities and according to applicable mutual aid agreements.
 - b. **EOC Staffing.** SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.
- (5) **Resource list.** Maintain a current resource listing of the facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.
- (6) **Cooperation.** Promote cooperation among all SUBDIVISIONS in order to improve the overall Operational Area emergency management program.
- (7) **Training and Exercises.** Assure training and exercises within the SUBDIVISION and Operational Area, maintain a thorough knowledge of the Operational Area Emergency Plan and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency.
- (8) **Emergency Notifications.** Ensure that internal and Operational Area emergency notification lists are kept current.
- (9) **Procedures.** Develop SUBDIVISION procedures which outline the steps necessary to complete tasks as a member of the Operational Area.

- (10) **Critical Personnel.** Identify at least two alternates for each person deemed critical to SUBDIVISION and Operational Area operations, either to serve in the capacity of the primary contact when (s)he is not available, or to facilitate 24 hour operation when needed in times of emergency.

L. OPERATIONAL AREA EXPENSES AND REVENUES

- (1) **Minimum costs/efficiency.** All costs shall be kept to a minimum, and efficiencies in use of staff, materials, etc. shall be a priority.
- (2) **Costs of Operational Area EOC Emergency Activation.** The COUNTY declares its willingness to provide the Operational Area 24 hour contact point, the OAEOC and initial OAEOC staffing, and to activate the OAEOC as required by SEMS as set forth in Section N (4) of this Agreement. The COUNTY shall exercise prudence in the staffing and level of activation, and shall deactivate the OAEOC when requested by SUBDIVISION(s) or as soon as practical, as allowed by law. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of activating the OAEOC. The Executive Board shall be responsible for the development of policy and procedures similar to other mutual aid agreements where in SUBDIVISION(s) requiring activation of the OAEOC shall be responsible for reimbursement of the COUNTY and other SUBDIVISIONS for the cost of activation, if the COUNTY does not activate the OAEOC for its use, and cannot legally declare an emergency for the purposes of reimbursement from the State or Federal governments.
- (3) **Operational Area Administrative Expenses.** The Executive Board shall be responsible for acquisition and distribution of Emergency Management Assistance grant funds, and any other funds, to cover the administrative costs of the Operational Area, including any reimbursement to the COUNTY for services requested of the COUNTY pursuant to this subsection. The Executive Board shall be responsible for determining the potential source of, and for acquiring funds or staff time to match the grant(s). The COUNTY shall provide administrative staffing for the Operational Area, as determined by the Executive Board and/or Council in the annual budget, to carry out the duties as delineated in Section H of this Agreement. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of administering the Operational Area.
- (4) **Emergency Expenses.** During emergencies, all Parties shall be expected to participate, according to mutual aid and other agreements, and to the maximum extent possible, with the understanding that during an emergency the priority is life, safety, property and the environment, regardless of which jurisdiction is impacted.
- (5) **Emergency Aid to Parties.** Nothing herein shall be construed to restrict or control any Party's right or ability to apply for or receive emergency aid, loans or

grants from any source including the State and Federal government. Neither any Party nor the Operational Area shall have any claim upon or interest in any emergency aid funds obtained by any other Party for its emergency expenses, with the exception that SUBDIVISIONS may be responsible for reimbursement of OAEOC activation costs as set forth in Section (L) of this Agreement.

M. DESCRIPTION, FUNCTION AND DUTIES OF THE OPERATIONAL AREA EMERGENCY ORGANIZATION

- (1) **Description.** All officers and employees of the Parties, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons pressed into service under the provisions of COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange as presently existing or as hereafter amended, shall constitute the Operational Area Emergency Organization, and shall be charged with duties incidental to the protection of life and property in the Operational Area during times of emergency.
- (2) **Functions and Duties.** The functions and duties of the Operational Area Emergency Organization shall be distributed among such Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and staff as the Operational Area Emergency Plan shall prescribe. The form of the organization, titles and terminology shall conform to SEMS.

N. ACTIVATION OF THE OPERATIONAL AREA EMERGENCY OPERATIONS CENTER

- (1) **Location.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OAEOC. Communication connection to the OAEOC shall be the responsibility of each SUBDIVISION and Mutual aid Coordinator or their representative.
- (2) **Virtual Operational Area EOC.** The OAEOC shall be used as the communication and coordination center and in so far as possible, function as a virtual OAEOC, utilizing any available telecommunication resources so that Parties may communicate without collocation. However, to ensure communication, it may be necessary for representatives and any support staff they may require to be present at the OAEOC. SUBDIVISIONS not present shall be responsible for establishing direct contact with the OAEOC.
- (3) **Staff for the Operational Area Emergency Operations Center**
 - a. **OAEOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.

- b. **Initial Activation and Beyond.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing. emergency management or other mutual aid shall be used to staff the OAEOC as necessary.
- c. **Mutual Aid Coordinators.** Mutual Aid Coordinators may be present in the OAEOC, but if not present, shall be responsible for establishing direct contact with the OAEOC.

(4) Required Activation:

- a. **Support to Emergency.** The Operational Area functions as support to the local government and field response and does not command the emergency response directly.
- b. **Conditions.** Activation of the OAEOC is required by SEMS, Title 19 California Code of Regulations Section 2409 (f), under the following conditions:
 - 1) **On Request.** “A local government within the Operational Area has activated its EOC and requested activation of the Operational Area to support their emergency operations.”
 - 2) **Two City Local Emergency.** “Two or more cities within the Operational Area have declared or proclaimed a local emergency.”
 - 3) **COUNTY and City Local Emergency.** “The County and one or more cities have declared or proclaimed a local emergency.”
 - 4) **Request for Governor’s Proclamation.** “A city, city and County, or County has requested a governor’s proclamation of a state of emergency, as defined in Government Code 8558(b).”
 - 5) **State of Emergency.** “A state of emergency is proclaimed by the governor for the County or two or more cities within the Operational Area.”
 - 6) **Request for Outside Resources.** “The Operational Area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.”

- 7) **Request for Operational Area Resources.** “The Operational Area has received resource requests from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.”

c. **Activation Levels.** The OAEOC activation levels are described below:

- 1) **Activation Level One.** Level One shall mean activation of the OAEOC at a minimum level with COUNTY emergency management staff to prepare the OAEOC and notify the Operational Area Emergency Organization and coordinate information among the members of the Operational Area and with Regional State officials as required by SEMS.
- 2) **Activation Level Two.** Level Two shall mean partial activation of the OAEOC, staffed by the Operational Area Coordinator or alternate, COUNTY emergency management personnel, along with personnel from COUNTY agencies/departments and other personnel selected to meet the functional needs of the emergency Operational Area Emergency Organization during times of emergency.
- 3) **Activation Level Three.** Level Three shall mean full activation of the OAEOC, including all personnel as indicated at level two plus the Executive Board, who shall serve as the Policy Group to advise the Coordinator on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations, and prioritize resources to effectively mitigate the disaster.

O. EFFECTIVE DATE: This Agreement shall become effective upon the approval and execution by the COUNTY Board of Supervisors and at least one SUBDIVISION. Any SUBDIVISION in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the COUNTY upon a SUBDIVISION's execution of this Agreement as indicated in Section T of this Agreement.

P. WITHDRAWAL: Any Party may withdraw from this Agreement by providing written notice to the COUNTY. Said notice shall be given 30 days before withdrawal from this Agreement.

Q. SUSPENSION OF VOTING PRIVILEGES: In the event Operational Area fees are adopted, a Party's failure to pay said fees within 60 days after said fees become due, shall result in the immediate suspension of that Party's voting privileges in matters considered by any body,

board, subcommittee, committee, or group established by this Agreement. Voting privileges shall be restored upon payment.

R. INDEMNIFICATION: Each Party shall defend, indemnify and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating to acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

S. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

T. AMENDMENT: This Agreement may not be amended or modified except in a writing executed by a majority of all Parties.

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

Clarification of Operational Area, Operational Area Executive Board, and Operational Area Coordinator Roles and Responsibilities

Addendum 1

CLARIFICATION OF OPERATIONAL AREA ROLES AND RESPONSIBILITIES

The Operational Area Agreement and Emergency Plan are based on the policies established by the SEMS Regulations; in regard to the role of the Operational Area Coordinator (OAC), Operational Area Executive Board (Executive Board), Operational Area Council (OA Council) and overall Operational Area (OA) operations.

OPERATIONAL AREA- PURPOSE, RESPONSIBILITIES AND AUTHORITIES

WHERE

SEMS Regulations
2403 (3)

WHAT

OA level manages and/or coordinates information, resources, and priorities among local government within the OA and serves as coordination and communication link with Region.

SEMS Regulations
2409 (e) (3)

The lead agency of the OA shall:
Use multi-agency or interagency coordination to facilitate decisions for overall OA level emergency response activities.

Contrast of Authorities between Field Response and OA

SEMS Regulations
2405 Field Response Level (1) (A)

Command is the directing, ordering and controlling of resources by virtue of explicit legal, agency, or delegated authority.

SEMS Regulations
2409 (a)

OA Level is used by the county and political subdivisions for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operations centers and the operations centers of the political subdivisions.

SEMS Regulations
2409(e) (1) and (2)

The lead agency of the OA shall:
Coordinate information, resources and priorities among the local governments and between the regional level and local government level.
"Coordination of Fire and Law Enforcement resources shall be accomplished through their respective mutual aid systems".

OA Emergency Plan
Management Section Annex A
pg 2

The OA is a communication and coordination point that provides support for Mutual Aid Coordinators, OA members and the State. It does not command or control emergency operations.

ALSO:

OA Emergency Plan
Management Section Annex A
pg 7 III D 4 a

EXECUTIVE BOARD RESPONSIBILITIES AND AUTHORITIES

The Executive Board is responsible for working with the OAC in setting OA policy and priorities, is notified, convened and co-located with the OAC in the Command Center, is responsible to represent their appointing organizations and the expertise, resources and policies of their organizations and to convene a MACS as appropriate.

WHERE

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 1 II A 2

OA Agreement
pg 4 F (1) c

ALSO:

OA Emergency Plan
Management Section Annex A
pg 5 III A 5

AND:

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 15 IV A

OA Agreement
pg 3 F (1) b
AND:
pg 5 F (2) b

OA Agreement
pg 4 F (2) a

OA Agreement
pg 5 F (2) b

OA Agreement
pg 5 F (2) b 4)

OA Agreement
pg 7 F (2) b 5)
AND:
pg 14 G (3)

OA Emergency Plan
Management Section Annex A
pg 9 III 4 d

WHAT

Support the OAC by providing policy and priority advice and by convening a MACS as appropriate.

Convene the OA Council (Multi-Agency Coordination System).

Identify OA policy issues for submittal to OA Council.

Represent expertise and interests of Mutual Aid, jurisdictional, and professional disciplines.

Oversee OA Manager
Develop OA policies and Emergency Plan
Develop OA Budget
Review and impact legal requirements

Advise OA Council on Recovery

Appoint successor to the initial response OAC.

OAC responsibilities may be transferred at the discretion of the Executive Board. Due to changing requirements of emergencies, the Executive Board may appoint successor OAC(s).

EXECUTIVE BOARD RESPONSIBILITIES AND AUTHORITIES, CONT.

WHERE

OA Agreement
pg 12 F (2) d

OA Agreement
pg 16 H (2) d

OA Agreement
pg 21 L (3) c

ALSO:

OA Emergency Plan
Management Section Annex A
pg 7 III D 3 c

OA Emergency Plan
Management Section Annex A
AND:
Enclosure A-3 pg 4

OA Emergency Plan
Management Section Annex A
Enclosure A-4 pg 3 and continuing

OA Agreement
pg 23 N (4) c 3)

ALSO:

OA Emergency Plan
Management Section Annex A
pg 8 III D 4 c 3) which continues:

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 6 III C

Appendix A-2

WHAT

Review the emergency situation and make and receive appropriate recommendations to the OAC and OA Council.

Be notified and keep apprised of the emergency situation.

Mutual Aid Coordinators may be present, but if not present, shall be responsible for establishing direct contact with the OA EOC.

Executive Board is convened in the Command Center with the OAC to ensure communication and coordination.

Executive Board is notified of activation of the EOC, is kept apprised of the situation and is convened by the Chair as appropriate.

Activation Level Three shall mean full activation the OA EOC, including the Executive Board, to advise the OAC on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations and prioritize resources to also effectively mitigate the disaster.

The Executive Board and OAC will be responsible for establishing a MAC including representatives of affected jurisdictions as appropriate.

Description of duties

Executive Board EOC Checklist

OAC RESPONSIBILITIES AND AUTHORITIES

The OAC is responsible for direction of the OA EOC, for working with the Executive Board in setting OA policies and priorities, and ensuring coordination and communication of policy decisions, resource needs and priorities between OA members and the State throughout the emergency.

WHERE

OA Emergency Plan
Management Section Annex A
Enclosure A-1, pg 1 II A 1

OA Agreement
pg 14 G (2)

ALSO:

Operational Area Emergency Plan
Management Section Annex A
pg 4 III A 3 e

OA Agreement
pg 14 G (4) a

OA Emergency Plan
Management Section Annex A
pg 2 III A

OA Emergency Plan
Management Section Annex A
pg 4 III A e, following paragraph

OA Agreement
pg 23 N (4) c 3)

ALSO:

OA Emergency Plan
Management Section Annex A
pg 8 III D 4 c 3) which continues:

WHAT

OAC is responsible for management of the OA EOC and overall coordination and communication between the OA members and the state.

Where appropriate, the Coordinator shall use a unified command, which is standard procedure for emergencies which involve multiple jurisdictions or professional disciplines.

Direct and coordinate the Operational Area, serve as key decision maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of the OA Agreement and responsibilities of OA lead agency as specified by SEMS Regulations 2409 (e) see citation above).

The OA emergency organization is managed by the OAC who reports to the OA Council. The OAC is supported by advice from the Executive Board and affected jurisdictions in a MACS.

The initial response OAC authorizes full activation of the OA EOC and responds when appropriate to serve as key coordinator; providing direction and coordination necessary to accomplish the responsibilities of the OA EOC.

Activation Level Three shall mean full activation of the OA EOC, including the Executive Board, to advise the OAC on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations and prioritize resources to also effectively mitigate the disaster.

The Executive Board and OAC will be responsible for establishing a MAC including representatives of affected jurisdictions as appropriate.

OAC RESPONSIBILITIES AND AUTHORITIES, CONT.

WHERE

OA Agreement
pg 14 G (4) b

OA Agreement
pg 15 G (4) c

ALSO:

OA Emergency Plan
Management Section Annex A
Enclosure A-1pg 4 IIIB

AND:

Appendix A-1

WHAT

Represent the OA in dealings with public or private agencies.

Appoint OA Public Information Officer.

Description of duties.

OAC EOC Checklist.

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

Addendum 2

ORANGE COUNTY OPERATIONAL AREA POLICY AND PROCEDURE

Subject:

Operational Area Administration Financing (including Use of Emergency Management Assistance Program Grant).

Reference:

Operational Area Agreement Section L (2), page 19.

Background:

The Operational Area Executive Board is responsible to prepare a strategic plan and budget for the Operational Area annually, including how the Operational Area will be financed and use of any grant funds.

Policy:

All grant funds received will be used for the benefit of the Operational Area. Administrative services for the Operational Area will have the first priority for grant funding, as approved by the Operational Area Executive Board. Remaining grant funds will be distributed by the Operational Area Executive Board, consistent with the requirements of the grant funding agency. The goal of any distribution of grant funds shall be to maximize funds for program implementation and minimize costs for accounting and administering the grants.

Procedure:

1. The Operational Area Manager shall present an annual administrative budget for review and approval of the Operational Area Executive Board based on the Board's approved strategic plan.
2. The Operational Area Manager shall present a report on any grant funds available and the requirements to receive the grant.
3. The Executive Board shall have responsibility to approve the budget.
4. The Executive Board shall determine how grant funds will be distributed, with first priority being given to the administrative budget.
5. Grant funds available after Operational Area administrative costs are covered shall be distributed at the discretion of the Board, consistent with the requirements of the grant funding agency.

1997 Proposed EMA Grant Funds Distribution 6/20/97

The proposed Operational Area EMA Grant Guidelines are as follows. The assumption is that this grant requires a dollar for dollar match by each organization receiving funds.

1. Only the Operational Area Lead Agency and the 31 cities are eligible to apply for EMA funding.
2. To become an eligible city, the city representative must attend at least half of the OCEMO meetings per year.
3. To become an eligible city, the city must activate its EOC annually either for an actual occurrence or an exercise.
4. To become an eligible city, the city must participate in an Operational Area functional exercise at least once a year.
5. If in the future, funding cuts occur, the OA Lead Agency will receive and is required to match no more than 50% of the total allotment for Orange County. In FY 1997/98 the OA Lead Agency is anticipated to receive \$115,773 of an estimated \$246,319 allocation.
6. All total city EMA funds will be divided by city population between the cities that are participating in the EMA funding program. Cities must complete the Orange County Operational Area EMA Application Form. Each approved city must complete the Orange County Operational Area EMA activities Form which must be attested to by the City Manager or designee. These forms must be submitted to the OA Executive Board and approved to receive EMA funding.
7. Funding is available regardless of membership status in the Operational Area.
8. The hours to be devoted to emergency management will be determined by state guidelines. The State has required that a city must have at least a 50% employee (20 hours per week) devoted to emergency management. Should the State or FEMA eliminate this criteria, each city should at least identify an employee who will be responsible for the above criteria.

Orange County Operational Area EMA Application Form
For the period October 1, 1999-September 30, 2000

It is hereby agreed that the City of _____ shall meet the following requirements to receive an Emergency Management Assistance Program Grant:

1. The city representative, _____, will attend at least half of the OCEMO meetings per year.
2. The city will activate its EOC this year for an exercise, unless it is activated for an actual emergency.
3. The city will participate in the Operational Area functional exercise this year.
4. The City will receive a per capita allocation of the total funds available to cities, dependent upon the number of cities that are participating in the EMA funding program. The city will complete the Orange County Operational Area EMA activities Form which must be attested to by the City Manager or designee. The form will be submitted to the OA Executive Board and approved before any EMA funding will be received.

City Manager Signature: _____ Date: _____

Orange County Operational Area EMA Activities Form
For the period October 1, 1998 - September 30, 1999

The City of _____ certifies that it has met the following requirements to receive an Emergency Management Assistance Program Grant:

1. The city representative attended at least half of the OCEMO meetings per year.
 Name: _____
 Meetings Attended (Dates): _____

2. The city activated its EOC this year for an exercise on _____,
 Or the city activated its EOC for an actual emergency on _____.

3. The city participated in the Operational Area functional exercise this year by:
 (check all that apply)
☐ activating its EOC
☐ providing staff for the OA EOC
☐ providing staff for other jurisdiction's EOCs
☐ providing controllers, simulators or evaluators
☐ participating in the OA Exercise Design Committee

4. The City anticipates receipt of \$ _____, per the allocation letter received. This is a per capita allocation of the total funds available to cities, dependent upon the number of cities that are participating in the EMA funding program.

5. The city has met the state requirement for hours to be devoted to emergency management. (The State has required that a city must have at least a 50% employee [20 hours per week] devoted to emergency management.), or (if there are no state requirements), the city identified _____ as the employee who was responsible for the above criteria.

Submittal of this form is a request for approval by the OA Executive Board for disbursement of the allocated EMA funding.

Attest: _____
 (City Manager or Designee)

Date: _____

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

MUTUAL AID PLAN

Addendum 3

ORANGE COUNTY OPERATIONAL AREA POLICY AND PROCEDURE

Subject:

Operational Area Emergency Operations and Mutual Aid Financing

Reference:

Operational Area Agreement Section L (2), page 19.

Background:

The Operational Area Executive Board is responsible to approve plans and procedures for the Operational Area emergency operations. It was identified that a policy to ensure OA EOC costs are controlled and allocated would be advantageous to all of the Operational Area members. In addition, it was determined that a mutual aid policy which allowed sharing of human resources beyond those covered by currently existing mutual aid agreements would be desirable both in staffing the OA EOC and other emergency response locations and organizations.

Policy:

Mutual Aid is requested and provided because it is needed to respond to an emergency, not because it is anticipated that local government will be reimbursed by state or federal disaster funds.

Any legally required Operational Area EOC activation lasting less than 12 hours will be provided at no cost to the requesting jurisdiction. Beyond this initial 12 hour activation period, all personnel and equipment costs associated with the emergency shall be the responsibility of the requesting agency, including direct, indirect and equipment costs.

Reimbursement claims will be handled by the responding jurisdiction invoicing the requesting jurisdiction for all actual costs, including direct, indirect and equipment costs. Individuals providing Mutual Aid will be responsible for maintaining their own logs time sheets, travel claims and other documentation necessary for reimbursement, this documentation will be submitted to the agency who will invoice the requesting jurisdiction.

Upon notification of the request for the activation of the OA EOC, the Operational Area Manager shall discuss the level of activation and staffing with the requesting jurisdiction. After activation, the requesting jurisdiction will also be responsible for determining whether a second shift will be necessary and the level of activation and staffing required.

Procedure:

1. The Operational Area activation procedure is found in Appendix D-1 of the Operational Area Emergency Plan.
2. The Operational Area Mutual Aid Plan is attached.

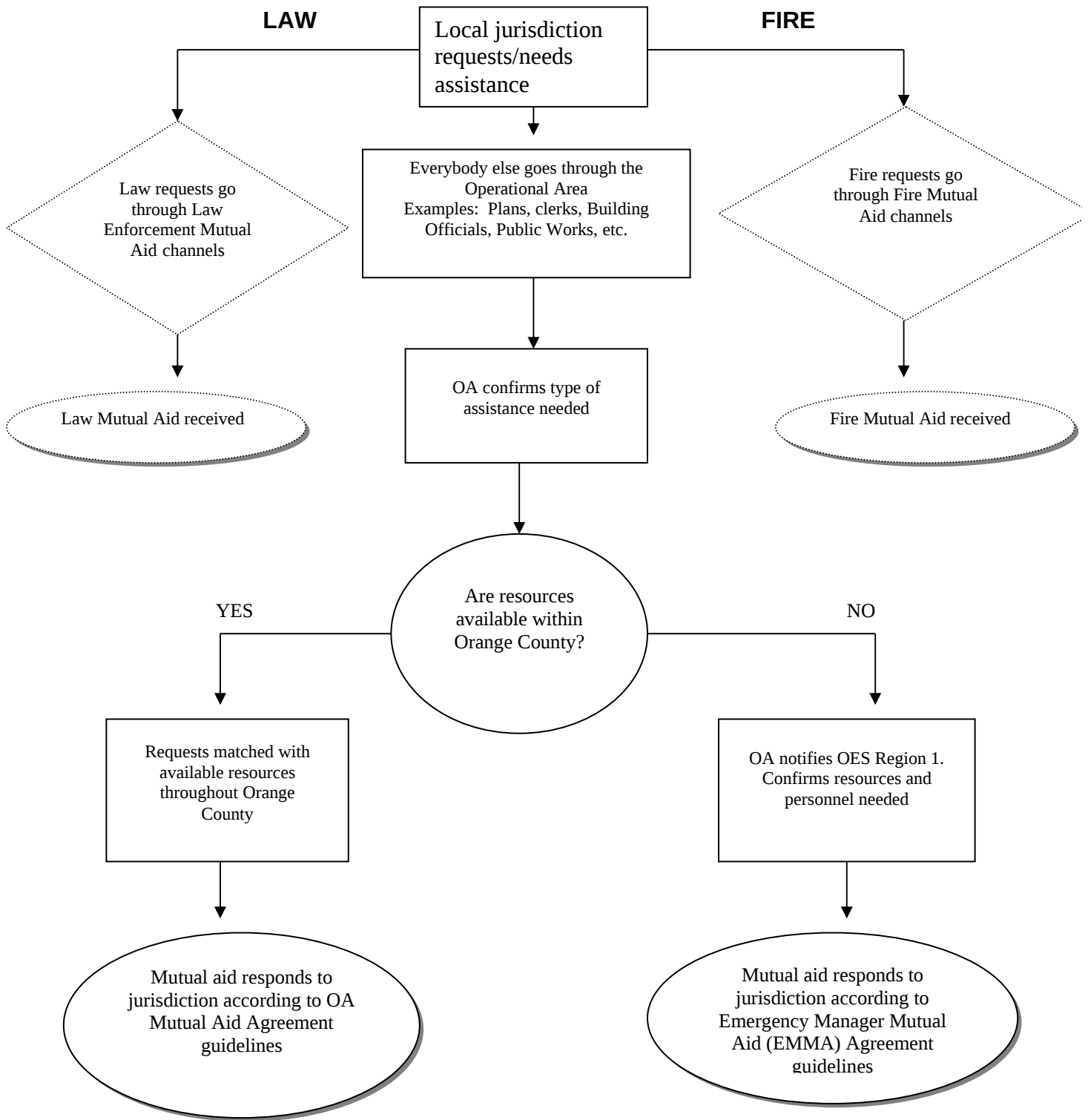
ORANGE COUNTY

OPERATIONAL AREA

MUTUAL AID PLAN

APPROVED: August 20, 1997

OPERATIONAL AREA MUTUAL AID DIAGRAM



Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

OPERATIONAL AREA MUTUAL AID POLICY

This policy has three parts: Part One outlines the policy and procedures; Part Two contains more specific checklists; and Part Three contains forms.

PART ONE

I. Introduction

A. Purpose

The purpose of the Operational Area Mutual Aid Policy (OAMA) is to support disaster operations in the Operational Area EOC and effected Orange County jurisdictions by coordinating and providing mutual aid assistance as requested and necessary.

B. Objectives

1. Provide emergency response and management personnel to support local jurisdictions and the Operational Area.
2. Coordinate reception, assignment and training of assigned personnel.
3. Maintain the Operational Area Mutual Aid Policy.
4. Coordinate training for Operational Area response personnel through SEMS training, emergency management course work, exercises and actual emergency response.

II. Background

In 1995, an Operational Area was formed by the Orange County Board of Supervisors to meet the needs and requirements of the Standardized Emergency Management System (SEMS). All cities, special districts and the County in the County of Orange were included as potential members in this agreement, each carrying an equal vote. One of the understandings inherent in this agreement is that all political subdivisions face the potential for emergencies that exceed their capability to respond. Further, it is recognized that the protection of life, property and environment are of first importance, regardless of which jurisdiction is impacted. This policy is designed to provide detailed procedures for use of mutual aid resources within Orange County in the event of an emergency.

III. Authorities

- California Master Mutual Aid Agreement

- Sections 2400-2450 of Title 19, Division 2 of the *California Code of Regulations* (Standardized Emergency Management System)
- California Emergency Services Act
- *California Labor Code*, Section 3211.92 (Disaster Services Worker)
- Operational Area Agreement of the County of Orange and Political Subdivisions

IV. Assumptions

The Operational Area Mutual Aid Policy is based on the following assumptions:

- A. The main tenet of Mutual Aid operations is that there is full commitment of resources by the requesting jurisdiction prior to the initiation of a mutual aid request. This does not require actual exhaustion of all resources but it does anticipate full mobilization and commitment to the emergency.
- B. During a Board of Supervisor's Concurrence, a Governor's Proclamation of a State of Emergency or a Presidential Disaster Declaration, the OA Manager will designate an OAMA Coordinator. The OAMA Coordinator will facilitate coordination and assignment of OA resources.
- C. Requests for mutual aid will follow normal Mutual Aid channels consistent with the California Master Mutual Aid Agreement and SEMS.
- D. Other discipline specific Mutual Aid agreements established outside of this agreement shall take precedence over this agreement (fire, law, medical/health, etc.).
- E. Local government must use SEMS in order to be eligible for state funding of response related costs pursuant to activities identified in the California Code of Regulations. Associated costs incurred by the jurisdictions providing assistance may be eligible for reimbursement as part of "emergency protective measures." These measures are described in the National Disaster Assistance Act (NDAA) when a state of emergency has been declared, and by PL 93-288 when there is a Presidential Declaration.

V. Organization

The OAMA system is composed of emergency management and response personnel from local jurisdictions in the Orange County Operational Area.

- A. The County, cities and special districts will forward their requests for Mutual Aid to the Operational Area.
- B. The Operational Area will act as the coordination point for the County, cities and special districts within its boundaries.

- C. If a request for assistance cannot be met within Orange County, the request will be forwarded to the designated local OES Region Office.

VI. Policies and Procedures

A. General

1. Mutual Aid is requested and provided because it is needed to respond to an emergency, not because it is anticipated that local government will be reimbursed by state or federal disaster funds.
2. Any legally required Operational Area EOC activation lasting less than 12 hours will be provided at no cost to the requesting jurisdiction. Beyond this initial 12-hour activation period, all personnel and equipment costs associated with the emergency shall be the responsibility of the requesting agency, including direct, indirect, and equipment costs.
3. Mutual Aid between local jurisdictions will normally be free for the first 12-hour period, unless costs are otherwise agreed upon by both the requesting and the responding agencies. When Mutual Aid assistance between jurisdictions within the Operational Area exceeds the initial 12-hour response period, the requesting agency agrees to pay the responding agency at their actual cost, including direct, indirect and equipment costs.
4. Reimbursement claims will be handled by the responding jurisdiction invoicing the requesting jurisdiction for all actual costs, including direct, indirect and equipment costs. Individuals providing Mutual Aid will be responsible for maintaining their own logs, time sheets, travel claims, and other documentation necessary for reimbursement. This documentation will be submitted to their agency who will invoice the requesting jurisdiction.

B. Personnel

1. Minimum criteria for selection of personnel will be completion of the Introduction to SEMS course.
2. All Mutual Aid personnel will receive a general information sheet prior to being dispatched to an assignment. (See Part 3 of the Operational Area Mutual Aid Policy, Dispatch Checklist).
3. Upon arrival, the requesting jurisdiction will brief assigned personnel and provide a procedure manual, all paperwork, tools, and equipment necessary to perform OAMA tasks.
4. The requesting jurisdiction may provide identification badges to OAMA personnel upon their arrival. There is no requirement for special identification.

5. Consistent with the organizational structure of SEMS, the position of OAMA coordinator will be a part of the OA Logistics Section (Personnel Branch).

C. Liability

1. Mutual Aid personnel provided under the OAMA policy are public employees, who during disaster situations are considered Disaster Service Workers. Work-related injuries to OAMA personnel will be handled by the responding jurisdiction under Workers' Compensation that may include the Disaster Service Worker program. All public employees are considered Disaster Service Workers during disaster situations.
2. OAMA personnel act as agents of the requesting jurisdiction, who shall hold harmless the responding jurisdiction from all acts and omissions by their staff while in the services of the requester.
3. The coverage for damage to a personal or local jurisdiction's vehicle, when the vehicle is being used during an assignment, will be provided for by the requesting jurisdiction. Normal wear and tear is excluded. Any claim for damage may be included in reimbursement claims to the requesting jurisdiction.

D. Reimbursable Costs

1. Unless other arrangements are made, reimbursable time begins 12 hours after check in at the assigned Emergency Operations Center (or other assigned location). It includes all actual costs - direct, indirect and equipment costs.
2. Reimbursable travel begins 50 miles from point of departure, whether it is home or work.
3. The requesting jurisdiction is responsible for providing reasonable lodging or reimbursing the responding jurisdiction for lodging expenses. This includes food and reasonable miscellaneous expenses.

E. Procedures for Reimbursement

1. The requesting jurisdiction's Finance Section or designated agency will provide the responding personnel with all of the necessary forms for the responding jurisdiction's designated Finance Department to complete for reimbursement. Necessary instructions will be given to the responding personnel enabling them to keep accurate records.
2. The responding jurisdiction will provide expedient billing information to the requesting jurisdiction.
3. The requesting jurisdiction will process any requests for reimbursement through their Finance Section.

4. The responding jurisdiction is responsible for providing timely reimbursement for their own personnel.
5. The requesting jurisdiction will provide reimbursement to the responding jurisdiction, not to individuals.
6. Record keeping will be consistent with the conditions of the Natural Disaster Assistance Act (NDAA) and the Stafford Act (PL 93-288).

F. Training

1. All OAMA personnel available for assignment are to complete the Introduction to SEMS course or equivalent prior to being dispatched for Mutual Aid assistance. This course is available through local OES offices and the Operational Area.

VII. Responsibilities

A. All jurisdictions in the Orange County Operational Area are responsible for:

1. Reviewing and understanding the OAMA policy.
2. Identifying procedures and training staff to integrate mutual aid coordination into their emergency organization.
3. Participating in exercises at the local level and Operational Area level as well as completing necessary SEMS training.
4. Participating in the Mutual Aid program as defined by the Master Mutual Aid Agreement and this Policy.

VIII. Concept of Operations

A. Activation

1. The system can be activated for small, single-jurisdictional emergencies or for large-scale disasters involving multiple emergencies.
2. Local government requests for Mutual Aid are made to the Operational Area. The Operational Area is responsible for coordinating Mutual Aid within its area.
3. Mutual Aid requests that the Operational Area is unable to fill will be forwarded to the local designated OES Region Office.
4. During all levels of activation, local jurisdictions will coordinate information on resource utilization through the Operational Area EOC.

B. Deactivation

1. Prior to deactivation, each individual providing Mutual Aid will complete the requesting agency's deactivation paperwork, including an OAMA Exit Survey Form, and submit it to the requesting jurisdiction.
2. Each person assigned to Mutual Aid assistance will submit all reimbursement documentation to their agency's Finance Department/Finance Section. The responding jurisdiction will document all costs and invoice the requesting jurisdiction.
3. The requesting jurisdiction will process all claims for reimbursement. Reimbursement will be made directly to the responding jurisdictions, not to individuals. It is the responsibility of the responding jurisdiction to provide their personnel with timely reimbursement.
4. The OAMA Coordinator or the Logistics Section/Personnel Branch Coordinator will submit an After-Action Report, copies of the OAMA Exit Survey, and OAMA Evaluation Forms to the Operational Area Emergency Operations Center Manager with recommendations for improvements.

IX. Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) incorporates the five functions: management/command, planning/intelligence, operations, logistics, and finance/administration, consistently from the local government level to the state level. All phases of the OAMA system are to operate consistent with SEMS regulations.

X. Appendices

- California Master Mutual Aid Agreement
- Sections 2400 - 2450 of Title 19, Division 2 of the *California Code of Regulations* (Standardized Emergency Management System - SEMS)
- *California Labor Code*, Section 3211.92 (Disaster Service Worker)
- Natural Disaster Assistance Act, Chapter 7.5 of Division 1 of Title 2 of the Government Code
- Operational Area Agreement of the County of Orange and Political Subdivisions

PART TWO

Checklists

The following checklists are provided:

- Local Jurisdiction
- Operational Area
- OAMA Coordinator

Each checklist is further divided into the following format:

- Normal day-to-day operations
- Activation for jurisdictions requesting and responding to mutual aid requests
- Deactivation

I. Local Jurisdiction

A. Normal Day-to-Day Operations

- Review the OAMA plan and familiarize yourself with the procedures.
- Brief your local officials on the benefits of OAMA.
- Obtain authority to participate in the OAMA program from your local officials.
- Review personnel and union policies regarding overtime.
- Develop and regularly update, a filing system or data base where resources available for the OAMA program can reside and be immediately accessed.
- Work with your operational area to ensure you receive information on OAMA resources in the operational area.
- Develop emergency kits for your personnel in the event they are activated (include this document in each kit). Plan for them to be self-sufficient.
- Identify roles and procedures for personnel you may receive through activation of OAMA. (Include an orientation packet with necessary forms.)
- Incorporate the use of OAMA into local exercises and drills.
- Participate in operational area or regional exercises and drills that include the use of the OAMA plan.

B. Activation (Requesting Jurisdiction)

- Declare a local emergency.
- Identify the position to be filled when making your request for mutual aid.
- Complete OASIS Resource Request Form identifying positions or tasks to be performed; describe particular skills needed to fill the position for which mutual aid is being requested. Include where and when to report and to whom. **(See Resource Request Form in Part Three)**. Submit the request through your operational area.
- Negotiate the specific terms and condition of aid with the agency providing mutual aid.
- Ensure your logistics branch has arranged for lodging and local transportation for incoming personnel. **(See OAMA Dispatch Checklist in Part Three.)**
- Provide responding OAMA personnel with orientation packet including copies of time sheets, daily activity logs, and travel claim forms. Make certain copies are available fo

additional incoming personnel. **(See OAMA Check-In and Check-Out Form in Part Three.)**

- Brief responding mutual aid personnel on: the situation, their duties, support staff, who they report to, and the anticipated duration of their assignment. **(See OAMA Personnel Check-In/Check-Out in Part Three.)**
- Conduct periodic review/evaluation of assignments and make necessary adjustments. Forward changes to the OAEOC. **(See Operational Area Resources Request Tracking Form in Part Three.)**

C. Activation (Responding Jurisdiction)

- Verify that the requesting jurisdictions have declared a local emergency.
- Establish ground rules for costs, duration, and personnel assignments from requesting agency.
- Forward information and specific details to responding personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Inform your operational area of the mission, duration, assignment and other particulars relating to OAMA resource requests.
- Maintain records of mutual aid resources sent.
- Establish contact with the OAMA Coordinator at the Operational Area, provide status updates when personnel are dispatched and released from their assignment.

D. Deactivation (Requesting Jurisdiction)

- Prior to deactivation ensure responding personnel have completed all necessary paperwork including an OAMA Exit Survey Form. Forward a copy of the exit survey to the operational area. **(See OAMA Exit Survey Form in Part Three.)**
- Complete an OAMA Evaluation Form and forward with a copy of the After Action Report to the operational area logistics section. **(See OAMA Evaluation Form in Part Three.)**
- Follow up on all open or unresolved actions. Confirm that responding jurisdictions have been notified of appropriate agency/department (include address and phone number) where information is to be forwarded.
- Forward copies of time sheets, daily activity logs and travel claim forms to your agency's finance officer for reimbursement processing.
- Conduct exit inspection of vehicles, assure travel routes are clear. Personnel rested prior to release.

E. Deactivation (Responding Jurisdiction)

- Prior to deactivation ensure responding personnel have completed all necessary paperwork including an OAMA Exit Survey Form. **(See OAMA Exit Survey Form in Part Three.)**
- Forward copies of time sheets, daily activity logs and travel claim forms to your agency's finance officer for reimbursement processing.
- Follow up on all open assignments. Forward status report to your operational area.

II. Operational Area

A. Normal Day-to-Day Operations

- Review the OAMA plan and familiarize yourself with the procedures.
- Work with your local jurisdictions and OEMS Regional Administrator to ensure you receive information on OAMA resources in your OES region.
- Develop and update regularly, a filing system or data base where the OAMA Program resources can reside and be immediately accessed.
- Provide the OES Regional Administrator with updated information on local jurisdictions and operational area resources.
- Identify roles and procedures for personnel you may receive through activation of OAMA.
- Participate in exercises and drills of the OAMA plan.

B. Activation (Requesting Operational Area)

- Verify local jurisdiction's emergency declaration.
- Assess needs of local jurisdictions and process their requests. **(See OAMA Needs Assessment Form in Part Three.)**
- Identify the positions or tasks that need to be filled in your request for mutual aid. Include where and when to report and to whom. **(See Operational Area Resource Request Form in Part Three.)**
- Review data base to determine what personnel best fit the request.
- Contact the local jurisdiction directly if they are in your operational area to request assistance. If assistance is needed from outside your operational area, process your request through your OES Regional Administrator.
- Forward a copy of your request to your OES Regional Administrator or regional EMMA Coordinator.
- Coordinate the negotiation of the specific terms and conditions of aid with the party that will provide it.
- Ensure arrangements have been made for lodging and local transportation for incoming personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Upon receiving mutual aid, ensure that personnel are briefed on the situation, their duties, whom they report to, and the duration. **(See OAMA Check-In and Check-Out Form in Part Three.)**

C. Activation (Responding Operational Area)

- Establish contact with the regional OAMA coordinator or logistics branch.
- Coordinate mutual aid requests from your OES Administrative Region to local jurisdictions.
- Ensure your OES Regional Administrator is informed of your personnel availability and other particulars, in the event that the situation becomes worse and more resources are needed.
- Receive instructions and forward specifics to responding personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Provide updated status reports on OAMA mutual aid to regional EMMA Coordinator or Logistics Branch. **(See Operational Area Resources Request Tracking Form in Part Three.)**

D. Deactivation

- Ensure personnel, prior to departure, complete an exit survey and forward a copy of the exit interview to the EMMA Coordinator at the REOC. **(See OAMA Exit Survey and OAMA Personnel Check-In/Check-Out Forms.)**
- Ensure all documentation (including copies of time sheets, travel claims, daily logs and other supporting documentation) has been received from the responding jurisdiction and forwarded to the accounting department for processing.
- Identify areas needing improvement and include comments with your after action report to your OES Regional Administrator. **(See OAMA Evaluation Form in Part Three.)**
- Update and correct information in your data base that was lacking or incorrect.

III. OAMA Coordinator

Requests for OAMA resources will be handled by the OAEOC's Logistics Section. Depending upon the escalation of resource requests, most requests will be handled by the Personnel Branch Coordinator. When activated the position of OAMA Coordinator will be located within the EOC's Logistics Section as part of the Personnel Branch at each level of SEMS.

The Personnel Branch or OAMA Coordinator is responsible for coordinating all emergency management personnel mutual aid requests received at or within their EOC, identifying sources of personnel support, requesting and assigning personnel as needs are identified.

A. Normal Day-to-Day Operation (Non-Active Status)

- Review the OAMA plan and familiarize yourself with the procedures and the OAMA Coordinator position and duties.
- Become familiar with emergency management and response personnel within your area. Be aware of the anticipated needs and skills of people within your area.
- Assist in the development and participate in an annual exercise of the OAMA plan.

B. Activation

Note: During a declared emergency, when activated the OAMA Coordinator reports to the Operational Area Emergency Operations Center. The OAMA Coordinator is then assigned to the Logistics Section-Personnel Branch.

- Check-in with the Operational Area EOC Manager and Logistics Section Chief.
- Obtain briefing on situation.
- Set up branch workstation, use kit materials and on-site supplies. Familiarize yourself with OAEOC location and personnel.
- Open and maintain branch logs.
- Establish contact with other levels of SEMS which are operational (local, operational area and region EOC's).
- Determine status of OAMA resource requests and needs. **(See OAMA Resource Needs Assessment Form in Part Three.)**
- Attend all EOC briefings and meetings.
- Coordinate with other branches and advise them of OAMA Coordinator position activation.

- Oversee recruitment process and placements. The OAMA Coordinator will ensure requesting jurisdictions have made lodging arrangements for OAMA mutual aid personnel deployed.
- Communicate with appropriate EOC to verify tracking number assignment, that recruited OAMA personnel have been assigned, OAMA Dispatch Checklist Form has been faxed, and estimated time of arrival, along with duration of assignment has been confirmed.
- Determine future personnel needs based upon situations which are predicted to occur.
- Maintain information regarding:
 - * Mutual Aid requests for personnel being processed.
 - * OAMA personnel assigned by agency/location
 - * OAMA personnel in standby status
 - * Mutual Aid requests not filled by category.
- Attend all planning meetings.
- Provide situation report and resource information to Logistics Branch Chief, and Planning/Intelligence Section. Update on a periodic basis or as the situation changes.
- Keep Logistics Section Chief apprised of OAMA personnel needed and potential emergency manager and response personnel needs. **(See Situation Summary Form in Part Three.)**
- Track OAMA personnel processed by the Logistics Branch. Controls must be established for the accountability of personnel used. When relieved from duty, personnel should be documented as released (include date and time). Maintain current status and overall placement at all times. **(See Operational Area Resource Request Tracking Form in Part Three.)**
- Maintain personnel files for OAMA personnel which the branch has recruited and conduct intake orientation. Verify that all OAMA mutual aid personnel deployed have been documented for Worker's Compensation coverage.
- Identify any operational problems and take corrective actions. If personnel issues exist consult with the Logistics Branch Chief and OAEOC Administrator to resolve.
- Ensure orientation packets are developed and provided to personnel assigned to you. Packets should include at a minimum: daily activity logs, travel claim forms, time sheets, OAMA Check-In/Check-Out Form and OAMA Exit Form.
- Distribute all forms for reimbursement to OAMA personnel assigned to your EOC level. Document all non-personnel costs. Coordinate distribution and return of cell phone, pagers and other field supplies. **(See OAMA Check-In/Check-Out Form in Part Three.)**

- Participate in action planning meetings, provide input to situation reports, share status information with Operations Section, Planning/Intelligence Section, and other branches as appropriate.
- Keep other levels of Logistics Section - Personnel Branch - OAMA Coordinators apprised of overall situation and status of resource requests.
- Evaluate the efficiencies and effectiveness of the Program. **(See OAMA Evaluation Form in Part Three.)**
- Conduct exit surveys of OAMA participants at your level and forward copies to the next appropriate level. **(See OAMA Exit Survey Forms.)**
- Brief your replacement.
- Complete After Action Comments. **(See OAMA Evaluation Form in Part Three.)**
- Develop long-range planning to identify potential problems and solutions.

C. Deactivation

- Deactivate the position and close out logs when authorized by Logistics Section Chief.
- Ensure all deactivated OAMA personnel at your level complete all paperwork including the Exit Survey Form prior to your release and departure. **(See OAMA Exit Survey Form in Part Three.)**
- Schedule and notify all personnel of the time and place for an internal critique. Ensure all personnel are notified of any After Action Critiques.
- Provide input to the internal after action critique. Document findings of internal after action critique. Develop recommendations for program improvement. Identify additional costs that need to be addressed in future activations of the system.
- Ensure all logs, action plans, and activity records are collected. Turn in all records to EOC Logistics Section Chief.
- Ensure personnel deactivated turn in all supplies. **(See OAMA Personnel Check-In/Check-Out Form.)**
- Ensure that any open actions are assigned to appropriate agency, OAEOC or REOC element for follow up.
- Complete After Action Report including local jurisdiction evaluations of personnel assigned to them and mutual aid personnel exit interviews. Provide OES Regional Administrator with copy of report.

- Update internal procedures from "lessons learned" in After Action Report.

PART THREE

Forms

This section contains the minimum number of forms that are necessary for the OAMA Program. Additional forms may be developed as this program matures through use. Specific forms are referenced in the checklists in Part Two (in **bold** parenthesis).

Forms

- Operational Request for Jurisdiction Initial Damage Report
- Jurisdiction Status Report to Operational Area
- OAMA Resource Needs Assessment Form
- OAMA Dispatch Form
- OAMA Check-In and Check-Out Form
- OAMA Exit Survey Form
- OAMA Evaluation Form
- Resource Request Form (OASIS Form #160-1/93)
- Operational Area Resource Request Tracking Form (OASIS Form #17 - 1/93)

THIS IS A DRILL**THIS IS NOT A DRILL**

OPERATIONAL AREA REQUEST FOR JURISDICTION INITIAL INCIDENT IMPACT REPORT

*****IMMEDIATE RESPONSE REQUIRED FROM EMERGENCY SERVICES COORDINATOR*****

FROM: County of Orange Sheriff-Coroner/Emergency Management

Phone: (714) 628-7055 or 628-7060

FAX: (714) 628-7154

DUE TO _____ the Operational Area EOC has been activated as of (date) _____ (time) _____. Immediate response to the following is required from all Orange County Jurisdictions.

Date: _____ Time: _____

Jurisdiction Name: _____

Contact Name: _____ Phone: _____

Dir. of Emerg. Svcs. Name: _____ Phone: _____

THIS JURISDICTION'S EOC IS IS NOT ACTIVATED AT THIS TIME

EOC PHONE: _____ FAX: _____

THIS JURISDICTION HAS HAS NOT BEEN IMPACTED

Impact is: Major Moderate Minor Routine

Prognosis: ☐ No Change ☐ Worsening ☐ Improving

Details Attached: Fact Sheet Map Other _____

LOCAL EMERGENCY DECLARED OR BEING CONSIDERED: **Yes NO**

REQUEST FOR OPERATIONAL AREA EMERGENCY DECLARATION: **Yes NO**

REQUEST FOR GOVERNOR'S DECLARATION: **Yes NO**

REQUEST OA EOC BE ACTIVATED: **Yes NO**

REQUEST OA EOC TO STANDBY: **Yes NO**

THE FOLLOWING RESOURCES ARE:

NEEDED			AVAILABLE		
Fire	Public Works	Medical/Health	Fire	Public Works	Medical/Health
Police	Bldg. Inspectors	☐ Mental Health	Police	Bldg. Inspectors	☐ Mental Health
Dispatch	PIO	Shelter	Dispatch	PIO	Shelter
EOC Staff	Other _____		EOC Staff	Other _____	

FAX IMMEDIATELY TO OA EOC AT (714) 628-7154

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

THIS IS A DRILL**THIS IS NOT A DRILL**

JURISDICTIONAL STATUS REPORT TO THE OPERATIONAL AREA

*****IMMEDIATE RESPONSE REQUIRED BY OPERATIONAL AREA*****CONTROL ONE SUPERVISOR

(714) 628-7008

OA EOC FAX

FAX: (714) 628-7154

Date: _____ Time: _____

Jurisdiction Name: _____

Contact Name: _____ Phone: _____

24 Hour Phone: _____ Phone: _____

Alternate Contact: _____ Phone: _____

Due to: _____ our EOC has been
activated as of (date) _____ (time) _____. Immediate
acknowledgment of the following report is required from the Operational Area.

THIS JURISDICTION HAS HAS NOT BEEN IMPACTED AT THIS TIME**Impact is:** Major Moderate Minor Routine**Damage report and details are:** Attached To be sent later**Prognosis:** ☐ No Change ☐ Worsening ☐ Improving**Deaths:** ☐ Yes ☐ No ☐ Unknown **Injuries:** ☐ Yes ☐ No ☐ UnknownLOCAL EMERGENCY DECLARED OR BEING CONSIDERED: **Yes** **NO**REQUEST FOR OPERATIONAL AREA EMERGENCY DECLARATION: **Yes** **NO**REQUEST FOR GOVERNOR'S DECLARATION: **Yes** **NO**REQUEST COUNTY EOC BE ACTIVATED: **Yes** **NO**REQUEST COUNTY EOC TO STANDBY: **Yes** **NO****THE FOLLOWING RESOURCES ARE:**

NEEDED			AVAILABLE		
Fire	Public Works	Medical/Health	Fire	Public Works	Medical/Health
Police	Bldg. Inspectors	☐ Mental Health	Police	Bldg. Inspectors	☐ Mental Health
Dispatch	PIO	Other _____	Dispatch	PIO	Other _____

FAX IMMEDIATELY TO OA EOC AT (714) 628-7154

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

OAMA RESOURCE NEEDS ASSESSMENT

Please contact the next level of SEMS to determine possible personnel needs/availability. (Region to Operational Areas; Operational Area to local jurisdictions and special districts.)

Emphasize to personnel contracted this **does not** place them on standby. **THIS IS ONLY A QUERY.**

Note: This is only a suggested list of position availability.

POSITIONS

Please indicate below the number of personnel available (a#)/or needed (n#) alongside of SEMS position. Additional availability or needs can be listed in the blank space.

☐ Local EOC Management _____ ☐ Safety Officer _____ ☐ Liaison Officer _____ ☐ _____	☐ OA EOC Management _____ ☐ Safety Officer _____ ☐ Liaison Officer _____ ☐ _____
☐ Local EOC Operations _____ ☐ HazMat Branch Coordinator _____ ☐ Field Rep. _____ ☐ _____	☐ OA EOC Operations _____ ☐ Field Rep. _____ ☐ _____
☐ Local EOC Planning/Intelligence _____ ☐ Situation Status & analysis Unit _____ ☐ Advance Planning Unit _____ ☐ Demobilization Unit Coordinator _____ ☐ _____	☐ OA EOC Planning/Intelligence _____ ☐ Safety Officer _____ ☐ Liaison Officer _____ ☐ _____
☐ Local EOC Finance/Administration _____ ☐ DSR Record-keeping Unit Coordinator _____ ☐ _____	☐ OA EOC Finance/Administration _____ ☐ Time Unit _____ ☐ Purchasing Unit _____ ☐ Compensation Unit _____ ☐ _____
☐ Local EOC Logistics _____ ☐ OAMA Coordinator _____ ☐ _____	☐ OA EOC Logistic _____ ☐ OAMA/EMMA Coordinator _____ ☐ _____
☐ Local EOC Public Information Officer _____ ☐ Rumor Control Unit _____ ☐ Media Liaison _____ ☐ _____	☐ OA EOC PIO _____ ☐ Rumor Control Unit _____ ☐ Medial Liaison _____ ☐ _____
☐ Local EOC Technical Advisor (Specialty) _____ ☐ Damage Assessment Unit Leader _____ ☐ Hazard Mitigation Assistant _____ ☐ Recovery Process Unit Leader _____ ☐ Human Resource Unit Leader _____ ☐ _____	☐ OA EOC Technical Advisor (Specialty) _____ ☐ _____ ☐ _____ ☐ _____

OAMA EXIT FORM

(Incident Name)

To assist us with the evaluation of the effectiveness of this program, please take a few minutes to fill out the following information. This information will be used to improve the Operational Area Mutual Aid Program for future disasters.

Name: _____ Title: _____

Agency: _____

Date Assignment began: _____ Release Date and Time: _____

Assigned position or function (if more than one please indicate): _____

Where your skills appropriate for your assignment? (if not indicate what skills/knowledge would be more effective)

What additional training or orientation would be helpful in performing this function?

What key topics should be covered in the After-Action Report?

Please add any additional comments on the back of this form. Thank you for taking the time to complete this form.

RETURN THIS FORM TO THE LOGISTICS SECTION

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

OAMA EVALUATION FORM

(Incident Name)

To assist us with the evaluating the effectiveness of this program, please take a few minutes to fill out this questionnaire. The information provided here will be used to make improvements in the OAMA program for future response to disasters. Thank you for taking the time to complete this form.

EMERGENCY MANAGEMENT OR RESPONSE PERSONNEL ASSIGNED TO YOUR FACILITY

Name

Title

Agency

What types of emergency management assistance provided to your operations did you find most helpful?

What types of assistance did you find least helpful?

What functions of your agency would most likely be in need of OAMA support? Indicate whether it would be in the response or recovery operations?

How did you learn about the availability of OAMA assistance?

How well did the skills/knowledge of the person assigned to you match your needs?

What aspects of the mutual aid process worked well?

What aspects of the mutual aid process did now work well and how would you improve this process?

Which disaster response issues, functions, or roles do you believe the OAMA program should focus on for planning mutual aid response to future disasters?

Additional comments (Please use the back of this sheet or a second page)

Please mail or fax your response to the Operational Area Manager

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

OAMA DISPATCH CHECKLIST

NAME: _____ AGENCY _____

BUSINESS ADDRESS: _____ PHONE () _____

FAX () _____

PAGER/CELL PHONE () _____

CONTACT PERSON (for emergency purpose only)

NAME _____ Relationship _____ PHONE () _____

ASSIGNMENT INFORMATION*INSTRUCTIONS: The following information is to be completed by the requesting jurisdiction, faxed to the responder, and the Operational Area Logistics Section. The Operational Area will fax to the OES Region.*

Date/Time Assignment begins _____ Release Date (anticipated) _____

Assignment/Agency _____ Position _____

Location _____ Address _____

Report to: _____ Phone No. () _____
(Person or Position)

Operational Area Contact _____ Phone No. () _____

Travel Arrangements: (When this part is completed fax to responding OAMA personnel)

To be made by _____ Responder _____ Requesting Jurisdiction

Transportation by _____ Car _____ Plane _____ Other _____

Directions (should include map with location marked and written directions)

Flight Schedule

Lodging Information

Facility _____ Confirmation No. _____

Address _____ Contact Person _____

Phone No. () _____

SPECIAL COMMENTS (see back side or second page)

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

OAMA CHECK-IN AND CHECK-OUT FORM

(Incident Name) _____

NAME: _____	PHONE () _____ FAX () _____ PAGER/CELLPHONE () _____ Release date and time: _____
AGENCY _____	
LODGING FACILITY ADDRESS: _____	
Date duty began: _____	
Assignment (position or function; list all with corresponding beginning and release times) _____ _____	
Location: _____ _____	

EQUIPMENT AND SPECIAL ITEMS CHECK OFF

Items	Date Issued	Date Returned
EQUIPMENT		
Identification Badge	_____	_____
Cellular Phone	_____	_____
Pager	_____	_____
Computer	_____	_____
Parking Pass	_____	_____
Other Passes	_____	_____
_____	_____	_____
_____	_____	_____
Credit Cards (s)/No.	_____	_____
_____	_____	_____
_____	_____	_____
Car and Keys	_____	_____
Vehicle No. _____	_____	_____
Other Equipment	_____	_____
_____	_____	_____
FORMS		
Orientation Packet	_____	_____
Time Sheets	_____	_____
Daily Activity Logs	_____	_____
Expense	_____	_____
Claim/Documentation	_____	_____
EMMA Exit Survey Form	_____	_____

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

REMARKS

RESOURCES REQUEST FORM				OASIS Form #160
Request Taken By: _____		Emergency Function: _____		
1. Date/Time	2. Local Ref. No.:	2.1 OA No.:	Region No.:	
3. Requestor Information: Name: _____ Agency: _____ Emergency Function: _____ Telephone #: _____ Day Night Pager, Fax, Other				
4. Resources Requested: (Number & Type)				
5. Reason Resources Requested (What's the Mission?)				
6. Importance (circle one): Life Saving Life Sustaining Property Threatened Routine				
7. Date/Time Needed:		7.1 Duration Needed:		
8. Location resources Needed:		9. Name: _____ Agency: _____ Telephone #: _____		
8.1 Deliver to: (If Different from #8)		Day Night Pager, Fax, Other		

TO BE COMPLETED BY MUTUAL AID/RESOURCES COORDINATOR HANDLING REQUEST

10. Your Name		10.1 Date/Time	
11. OA No.:	12. Notify Region:	Date:	Time:
13. Agency Providing Resources	13.1 Contact Name/ Telephone #:	13.2 Resources Provided	13.3 ETA Date/Time

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: _____

(City or Jurisdiction)

BY _____

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:

City/Jurisdiction

Name

City/Jurisdiction

Address

City/State/Zip

FAX Number

APPROVED AS TO FORM:

Dated _____

Attachment: 1995 Operational Area Agreement (2235 : 2020 Orange County Operational Area Agreement)

OA Agreement Revision Process Reference Matrix

This matrix describes where content from the original agreement was incorporated in the New OA Agreement draft.

Old Section(s)	New Section	Section Name/Topic
A-E	Section 1	Operational Area Establishment
F	Section 2	OA Governance
J-K	Section 3	Signatory Responsibilities
G-H	Section 4	OA Positions (Coordinator + Manager)
I,M,N	Section 5	OA Response Systems
L, Addendum 2	Section 6	OA Revenue and Expenses
O-V	Section 7	OA Agreement Administration

Notes: Relevant sections of Addendum 1 were incorporated into the body of document. Addendum 3 (OA Mutual Aid Plan) will be revised in a separate process and attached to the Unified County of Orange and Orange County Operational Area Emergency Operations Plan.

19 CCR § 2409

§ 2409. Operational Area Level.

(a) "Operational Area Level" means an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. Each county geographic area is designated as an operational area. An operational area is used by the county and the political subdivisions comprising the operational area for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operation centers and the operation centers of the political subdivisions comprising the operational area, as defined in Government Code s8559(b) & s8605. This definition does not change the definition of operational area as used in the existing fire and rescue mutual aid system.

(b) All local governments within the county geographic area shall be organized into a single operational area by December 1, 1995, and the county board of supervisors shall be responsible for its establishment.

(c) The operational area authority and responsibility under SEMS shall not be affected by non-participation of any local government(s) within the operational area.

(d) The county government shall serve as the lead agency of the operational area unless another member agency of the operational area assumes that responsibility by written agreement with county government.

(e) The lead agency of the operational area shall:

(1) Coordinate information, resources and priorities among the local governments within the operational area.

(2) Coordinate information, resources and priorities between the regional level and the local government level. Coordination of fire and law enforcement resources shall be accomplished through their respective mutual aid systems.

(3) Use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities.

(f) The operational area EOC shall be activated and SEMS used as described in the SEMS Organizational Levels and Functions (s2403) when any of the following conditions exists:

(1) A local government within the operational area has activated its EOC and requested activation of the operational area EOC to support their emergency operations.

- (2) Two or more cities within the operational area have declared or proclaimed a local emergency.
- (3) The county and one or more cities have declared or proclaimed a local emergency.
- (4) A city, city and county, or county has requested a governor's proclamation of a state of emergency, as defined in Government Code s8558(b).
- (5) A state of emergency is proclaimed by the governor for the county or two or more cities within the operational area.
- (6) The operational area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.
- (7) The operational area has received resource requests from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.

Note: Authority cited: Section 8607(a), Government Code. Reference: Sections 8607(a), 8558(c), 8559(b), 8605, 8561, 8616, 8617, 8618, Government Code.

HISTORY

1. New section filed 8-3-94; operative 9-2-94 (Register 94, No. 31).



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020

TO: Mayor and Council Members

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

ISSUE: Approval of the Plans and Specifications and Authorization to Advertise for Bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center

RECOMMENDATION: That the City Council approve the plans and specifications and authorize the advertisement for bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center.

SUMMARY:

The County of Orange, on behalf of the Orange County Clerk-Recorder's Office, has entered into negotiations with the City to lease Suite 160 at the Laguna Hills Civic Center for additional space to meet the needs of their operations. In order to occupy the suite, tenant improvements and access improvements need to be constructed. Updated plans and specifications for the lease improvements have been prepared for Suite 160 and are presented to the City Council for approval and for authorization to advertise the work for bids.

BACKGROUND:

The City of Laguna Hills owns and operates the Laguna Hills Civic Center and offers certain office spaces for lease to third parties. The Orange County Clerk-Recorder's Office currently leases Suites 150 and 310, 24031 El Toro Road, Laguna Hills, CA, within this building and is now seeking to vacate Suite 310 and expand their operations into Suite 160. The location of Suite 160 along with proposed tenant and site work improvements are as depicted on the attached site plan.

Authorization to Go to Bid - Suite 160 Tenant and Site Improvements

October 13, 2020

Page 2

The County of Orange, on behalf of the Orange County Clerk-Recorder's Office, has entered into negotiations with the City to lease Suite 160, however, Suite 160 is not a built-out space and requires tenant improvements, as well as accessibility improvements to the exterior of the building, to allow occupancy. This project was previously approved and advertised for bids in September 2018. However, the previous bids were rejected at that time due to bids exceeding the pre-bid construction estimate and the need to refine the plans to make clarifying modifications to the scope of work. The architecture firm of Hattox Design Group of Costa Mesa, CA, has now completed the updated plans and specifications necessary for the build out of Suite 160.

The plans and specifications for the Suite 160 tenant and site improvements are on file in the office of the City Clerk and provided on the dais. The plans and specifications have been reviewed and approved by the Laguna Hills Building Department. The cost estimate for the work is \$275,000. It is recommended the City Council approve the plans and specifications and authorize the advertisement of the work for bids. The proposed Lease Agreement for Suite 160 will be presented at a future City Council meeting. The lease will require the County to reimburse the City for all tenant improvement costs.

CEQA FINDINGS:

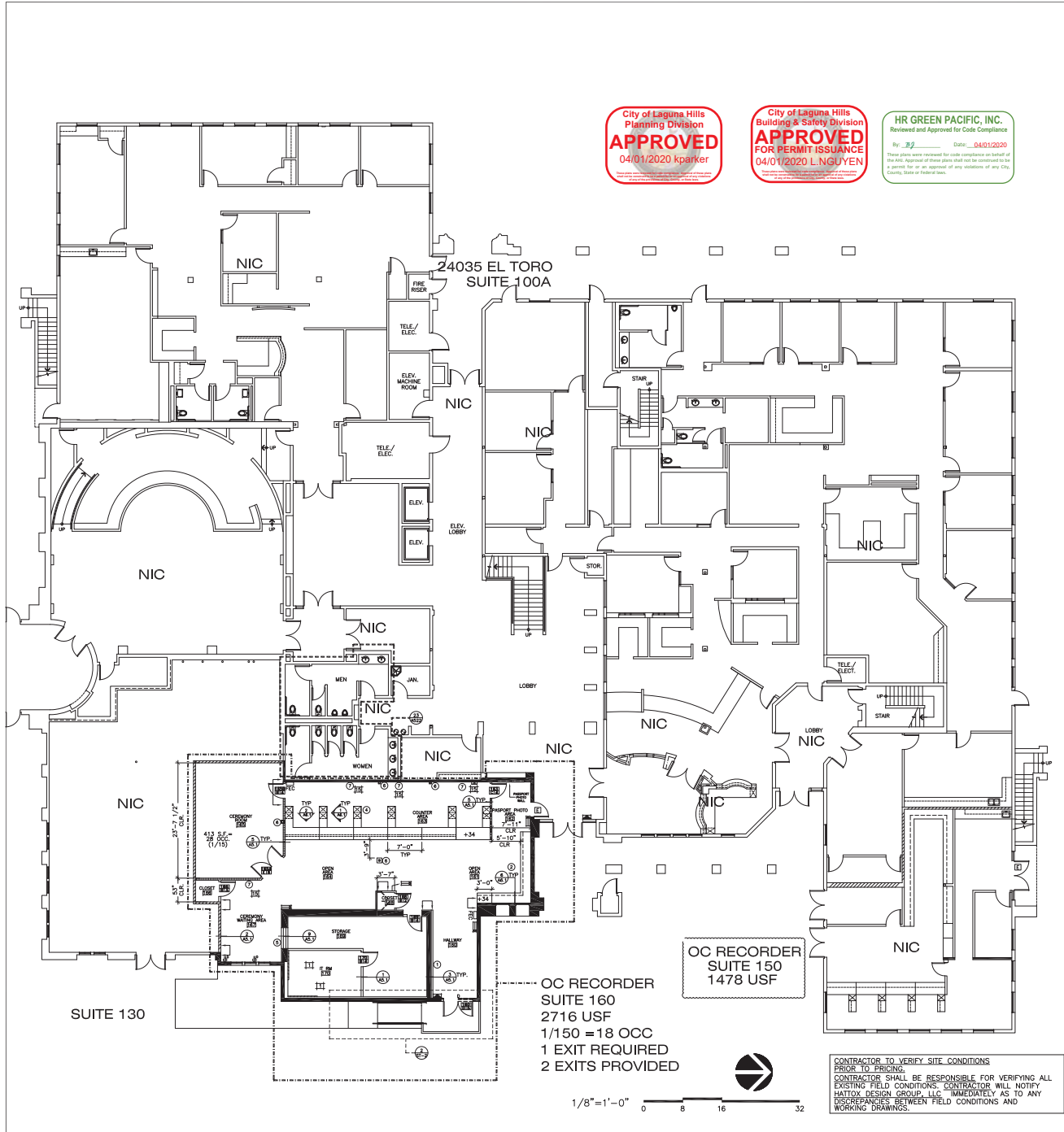
The proposed project is exempt from CEQA pursuant to Title 14, Chapter 3, Section 15301 of the California Code of Regulations (CEQA Guidelines) as a Class 1 Categorical Exemption – Existing Facilities. The proposed project will result in interior and very minor exterior alterations to an existing office building constructed in 1981. The work is primarily the construction of interior office partitions and minor modifications of existing elements including a new exterior door and access ramp.

FISCAL IMPACT:

The cost estimate for the tenant and site improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center, is \$275,000. The actual cost of construction will be integrated into the proposed lease with the County of Orange including reimbursement of the full costs of this project to the City. The initial implementation funding for this work is provided for within the Fiscal Year 2020/2021 Civic Center Budget.

ATTACHMENTS:

- Suite 160 Site Plan



LEGEND

	EXISTING		
	DEMOS ITEM		
	NEW		
	INTERIOR PARTITION		
	EXISTING EXTERIOR PARTITION	SEE DETAIL #1/A5	
	NEW INSULATED PARTITION		
	NEW LOW WALL W/WOOD CAP	SEE DETAIL #5/A5.1	
	FEC	NEW FIRE EXTINGUISHER	SEE DETAIL #6/-
	NEW EXIT TACTILE SIGNAGE	SEE DETAIL #19/A5.1	
	NEW EXIT TACTILE SIGNAGE	SEE DETAIL #20/A5.1	
	ALIGN		
	NEW DOOR	U.O.N. UNLESS OTHERWISE NOTED	S.M. STAIR
	DOOR NUMBER	U.O.N. GENERAL CONTRACTOR	F.EC FIRE EXTINGUISHER
	HARDWARE TYPE	U.O.N. UNLESS OTHERWISE NOTED	E DOORSTOP
	DOOR TYPE	CLR CLEAR	R DOORING TO TOP
	ESP	CON CONDENSE	ER EXISTING TO TOP
		CBL CABLE	R RECESSED
		BLK BLANK PLATE	N NEW
			FOW FLOW

ALL ITEMS ARE NEW, UNLESS OTHERWISE NOTED

SPECIFICATIONS

- [illegible]

GENERAL NOTES

1. VERIFY EXISTING CONDITIONS-BEFORE SUBMITTING BID, CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AT THE BUILDING. THE INTENT OF THE WORK IS SHOWN ON THE DRAWINGS AND THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE CONDITIONS. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO VISIT THE SITE AND CONDUCT A VISUAL SURVEY. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO REVIEW THE RECORD DRAWINGS AND THE FIELD NOTES. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO REVIEW THE RECORD DRAWINGS AND THE FIELD NOTES. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO REVIEW THE RECORD DRAWINGS AND THE FIELD NOTES.
2. ALL ENGINEERING DRAWINGS TO BE PRODUCED ON AUTOCAD. DRAWINGS TO BE PROVIDED TO BUILDING OWNER BY CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE CONDITIONS. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO VISIT THE SITE AND CONDUCT A VISUAL SURVEY. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO REVIEW THE RECORD DRAWINGS AND THE FIELD NOTES. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO REVIEW THE RECORD DRAWINGS AND THE FIELD NOTES.
3. WHERE DEMOLITION OCCURS, PATCH AND REPAIR NEW EXISTING WALLS AND FLOORS AS REQUIRED.
4. ALL ELECTRICAL THAT IS TO BE REMOVED MUST BE PATCHED. BLANK PLATES ARE NOT TO BE ADDED IN LIEU OF PATCH.
5. PROVIDE NEW BUILDING STANDARD EXTERIOR WINDOW COVERINGS IF NOT EXISTING. MATCH EXISTING BUILDING STANDARD.
6. ALL MILLWORK IS TO COMPLY WITH 2019 CBC AND 2010 ADA HANDICAPPED ACCESSIBILITY REQUIREMENTS. BUILDING OWNER SHALL BE RESPONSIBLE FOR VERIFYING THE CONDITIONS. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO VISIT THE SITE AND CONDUCT A VISUAL SURVEY. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO REVIEW THE RECORD DRAWINGS AND THE FIELD NOTES. IT SHALL BE DEEMED THAT THE CONTRACTOR HAS HAD THE OPPORTUNITY TO REVIEW THE RECORD DRAWINGS AND THE FIELD NOTES.
7. REMOVE ALL EXISTING FLOORS AND BASE. SMOOTH AND PREP FLOOR FOR NEW FINISH. SEE A4.2 SPECIFICATIONS.
8. G.C. TO SMOOTH AND PREP ALL NEW, EXISTING AND SHELL WALLS TO RECEIVE NEW FINISH. SEE A4.2 SPECIFICATIONS.
9. PROVIDE PROTECTION AT ALL PENETRATIONS IN FIRE RATED WALLS TO MAINTAIN FIRE RATING.
10. ALL DOORS ARE NEW BUILDING STANDARD. DOORS/FRAMING/HARDWARE TO BE HANDICAPPED ACCESSIBLE. DUE TO ENVIRONMENTAL HAZARDS, NO DOORS ARE TO BE FINISHED ON SITE. SEE A4.1 FOR SPECIFICATIONS.
11. REMOVE ALL WINDOW HARDWARE FROM EXISTING EXTERIOR WINDOWS IF HARDWARE IS EXISTING. PATCH FRAME, WALL, WINDOW FOR WATER TIGHTNESS.
12. EACH WORKSTATION AT PUBLIC COUNTER TO HAVE PLASTIC LAMINATE WORK SURFACE. PATCH AT RETURN FOR SCAMER, REPAIR AND FINISH. HIGHER DRAINER UNDER RETURN. SILENCE AND COVER WITH LOCK ON IT. SEE TYPICAL ELEVATION/SECTION.
13. RETROFIT OR REPLACE EXISTING DOOR FOR NEW ELECTRIC STRIKES AND CARD KEY ACCESS. MATCH EXISTING STYLE AND FINISH.

KEYNOTES

- 1 G.C. TO FURR-OUT CONCRETE WALL OF BANK WALL IN OPEN AREA. SEE A5.1.
- 2 G.C. NEW BUILD-UP WORKSTATIONS AT OPEN AREA 161 INCLUDING ONE ACCESSIBLE STATION. SEE A6.1 FOR DETAILS.
- 3 ALL INTERIOR WINDOW COVERINGS ARE NEW AND BUILDING STANDARD. SEE A4.2.
- 4 NEW BUILD-UP WORKSTATIONS AT PUBLIC COUNTER. EACH WORKSTATION AT PUBLIC COUNTER TO HAVE PLASTIC LAMINATE WORK SURFACE. SPLIT AT RETURN FOR SCANNER. TENANT PROVIDED CHAIR DROVER UNDER RETURN. SPLIT TO HAVE DOOR TO RECEPTION AREA. SEE TYPICAL ELEVATIONS FOR DETAILS.
- 5 G.C. TO INFILL WALL DOORWAY WITH METAL STUD/DRYWALL PARTITION. SEE A5.1 FOR DETAIL.
- 6 G.C. TO MINIMALLY FURR-OUT EXPOSED COLUMNS. HOLD FURR-OUT TIGHT TO COLUMN. LAMINATE GYP BOARD IF POSSIBLE.
- 7 G.C. TO PROVIDE REQUIRED BACKING IN PARTITIONS FOR NEW FLOORSCANS. VERIFY EACH LOCATION WITH TENANT.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020

TO: Mayor and Council Members

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

ISSUE: Award of Contract Agreement for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516

RECOMMENDATION: That the City Council award the Contract Agreement for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516, to JCOS Development, Inc., in the low bid amount of \$98,390.00, waive any minor bid irregularities, reject all other Bids, and authorize the Mayor to sign the Contract Agreement.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on October 6, 2020, at which time five bids were received. The apparent low bidder, JCOS Development, Inc., provided the lowest responsive and responsible bid in the amount of \$98,390.00, provided satisfactory references, is licensed for the contemplated work, and is registered with the State Department of Industrial Relations. The project is a part of the City's response to public health improvements as authorized under the CARES Act. The project budget is adequate to fully fund the project, therefore, award of the contract to JCOS Development, Inc., is recommended.

BACKGROUND:

On October 6, 2020, five bids for the Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516 were opened as follows:

Award of Contract for Touchless Facility Upgrades at the Civic Center and Community Center Buildings
 October 13, 2020
 Page 2

Bidder	Bid Amount
JCOS Development, Inc.	\$98,390.00
Corral Construction & Development, Inc.	\$104,127.00
New Millennium Construction Services	\$111,720.00
Dream Builders Company	\$127,987.00
R Dependable Const, Inc.	\$172,162.06

The Engineer's Estimate for this project was \$150,000.00 and the bids are consistent with this estimate. The apparent low bidder, JCOS Development, Inc., provided the lowest responsive and responsible bid, provided satisfactory references, is licensed to perform the contemplated work and is registered with the State Department of Industrial Relations. The work includes: 1) at the Civic Center: removal and replacement of faucet fixtures and appurtenances with battery operated sensor activated touchless faucets, removal and replacement of soap dispensers with battery operated sensor activated touchless soap dispensers and converting of toilet valves with battery operated sensor activated touchless function; and 2) at the Community Center (including the Sports Complex Restroom): removal and replacement of faucet fixtures and appurtenances with AC power operated sensor activated touchless faucets or battery operated faucets as designated, removal and replacement of soap dispensers with battery operated sensor activated touchless soap dispensers and converting of toilet/urinal valves with battery operated sensor activated touchless function.

The project is a part of the City's response to public health improvements as authorized under the CARES Act. Per requirements of the CARES Act, the contract and project specifications are inclusive of, and in compliance with, required Federal standards and documentation.

Award of the contract to JCOS Development, Inc., in the lowest bid amount of \$98,390.00 is recommended. The contract and bonds are attached to this staff report and have been issued to the contractor for signatures. The executed contract forms will be presented to the City Council prior to the meeting.

FISCAL IMPACT:

Award of Contract for Touchless Facility Upgrades at the Civic Center and Community Center Buildings

October 13, 2020

Page 3

The bid amount, plus the cost of inspection and contract administration, is anticipated to bring the final project costs to approximately \$125,000. Funding for this project is provided by the CARES Act without any direct City financial contribution.

ATTACHMENTS:

- Proposed Contract Agreement with JCOS Development, Inc., including Bonds

CITY OF LAGUNA HILLS
CONTRACT AGREEMENT
FOR
TOUCHLESS FACILITY UPGRADES AT THE CIVIC CENTER
AND COMMUNITY CENTER BUILDINGS, CIP NO. 516

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 13th day of October, 2020, BY AND BETWEEN THE CITY OF LAGUNA HILLS, as CITY, and JCOS Development, Inc., as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

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

ARTICLE X

CONTRACTOR acknowledges that the Project is funded in whole, or in part, with funding provided under the Coronavirus Aid, Relief, and Economic Security Act, Public Law No. 116-

136 (2020) ("CARES Act"). CONTRACTOR agrees to comply, and require compliance by all subcontractors, with all applicable federal laws and regulations in performing work under this Agreement, including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. *Italicized words herein reflect certain federal requirements specifically set forth in this Agreement; however, such terms are not inclusive of all applicable federal laws and regulations governing the work performed on the Project.*

1. Copeland "Anti-Kickback" Act

CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. Section 3145, as supplemented by U.S. DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

2. Contract Work Hours and Safety Standards Act

If the maximum cumulative payment obligation to CONTRACTOR under this Agreement exceeds \$100,000, CONTRACTOR agrees to comply with the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3701 et seq., as supplemented by Department of Labor regulations, 29 CFR part 5. Under 40 U.S.C. Section 3702, CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times (1.5x) the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3. Clean Air Act

If the maximum cumulative payment obligation to CONTRACTOR under this Agreement exceeds \$150,000, CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. CONTRACTOR shall report any violations of use of prohibited facilities to the United States Environmental Protection Agency. CONTRACTOR agrees to include this requirement in each subcontract exceeding \$150,000.

4. Recycled Products

If the maximum cumulative payment obligation to CONTRACTOR under this Agreement exceeds \$150,000, CONTRACTOR shall comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. Section 6962, including, but not limited to, the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR part 247. CONTRACTOR agrees to include this requirement in all of its subcontracts.

5. Termination for Convenience

- a. CITY may terminate this Agreement for its convenience at any time in whole or in part, by giving CONTRACTOR written notice thereof. CITY shall terminate by delivering to

CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and its effective date. Upon termination, CITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be construed in accordance with the applicable provisions of 48 CFR, Chapter 1, part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If CITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article XI herein. Upon receipt of said notification, CONTRACTOR shall immediately proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

6. Termination for Cause

- a. If CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, CITY may, by written notice to CONTRACTOR that specifies the nature of the default, terminate CONTRACTOR's right to proceed with the work or such part of the work as to which there has been delay. In such event, CITY may take over the work and prosecute the same to completion, by Agreement or otherwise, and may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore. Whether or not CONTRACTOR's right to proceed with the work is terminated, CONTRACTOR and its sureties shall be liable for any damage to CITY resulting from its refusal or failure to complete the work within the specified time.
- b. If CITY so terminates CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages as set forth in the Special Provisions until such reasonable time as may be required for final completion of the work together with any increased costs occasioned CITY in completing the work. If CITY does not so terminate CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- c. CONTRACTOR's right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
 - i. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, acts of the public enemy, acts or omissions of CITY, acts of another contractor in the performance of an Agreement with CITY, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and such subcontractors or suppliers; and
 - ii. CONTRACTOR, within ten (10) calendar days from the beginning of any such delay, notifies CITY in writing of the causes of delay. CITY shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties. Any such time extensions will not become effective until approved by the City Engineer in writing. The City Engineer will furnish CONTRACTOR a weekly statement showing the number of calendar days charged to the Agreement for the preceding week, the number of calendar days of time extensions being considered or approved, the number of calendar

days originally specified for the completion of this Agreement and the number of calendar days remaining to complete this Agreement, and the extended date for completion thereof.

- iii. Should at any time extensions be included by the City Engineer on the Weekly Statement of Contract Calendar Days, a change order covering the sum total of the time extensions will be issued to CONTRACTOR at periodic intervals during the Project.
- iv. If, after notice of termination of CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 1 of this Article IX, "Termination for Convenience."
- v. The rights and remedies of CITY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- vi. As used in this Article, the term "subcontractors or suppliers," means subcontractors or suppliers at any tier.

7. Equal Employment Opportunity – Executive Order 11246

CONTRACTOR shall comply with the "Equal Opportunity Clause" of Title 41 of the Code of Federal Regulations (CFR) Section 60-1.4 in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR part, 1964 – 1965, Comp., p. 339), as amended by Executive Order 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," which are hereby incorporated into the Contract Document by this reference, and shall be included in all subcontracts at any tier.

8. Davis-Bacon Act

CONTRACTOR shall comply with the Davis-Bacon Act, 40 U.S.C. Sections 3141-3144 and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statutes, CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR agrees to pay wages not less than once per week.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

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

CITY:

 JANINE HEFT, MAYOR
 CITY OF LAGUNA HILLS

ATTEST:

 JENNIFER LEE, DEPUTY CITY CLERK
 CITY OF LAGUNA HILLS

 GREGORY E. SIMONIAN, CITY ATTORNEY
 CITY OF LAGUNA HILLS

CONTRACTOR:

 JCOS Development, Inc.
 (CORPORATION (NAME - TYPE))

BY: _____
 (PRINT)

 (SIGNATURE)

 (TITLE)

BY: _____
 (PRINT)

 (SIGNATURE)

 (TITLE)

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

Attachment: Proposed Contract Agreement with JCOS Development, Inc., including Bonds (2241 : Award of Contract for Touchless Facility

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on October 13, 2020, the City of Laguna Hills, California (“City”) awarded a public works contract (the “Contract”), delineated as Contract No. 516, for the Touchless Facility Upgrades at the Civic Center and Community Center Buildings, as specified in the Contract, to, JCOS Development, Inc., a Corporation, hereby designated as the “Principal”, which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
“Surety”), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Ninety-Eight Thousand, Three Hundred, Ninety Dollars and 00/100 DOLLARS (\$ 98,390.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal’s part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Proposed Contract Agreement with JCOS Development, Inc., including Bonds (2241 : Award of Contract for Touchless Facility

FAITHFUL PERFORMANCE BOND
 (PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____ .

PRINCIPAL

SURETY

JCOS Development, Inc.
 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

Attachment: Proposed Contract Agreement with JCOS Development, Inc., including Bonds (2241 : Award of Contract for Touchless Facility

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on October 13, 2020, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. 516, for the Touchless Facility Upgrades at the Civic Center and Community Center Buildings, as specified in the Contract, to, JCOS Development, Inc., a Coporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Ninety-Eight Thousand, Three Hundred, Ninety Dollars and 00/100 DOLLARS (\$ 98,390.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section 9100 of the California Civil Code, (b) any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or (c) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to be fixed by the court.

Attachment: Proposed Contract Agreement with JCOS Development, Inc., including Bonds (2241 : Award of Contract for Touchless Facility

PAYMENT (LABOR AND MATERIAL) BOND
 (PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

JCOS Development, Inc.
 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

Attachment: Proposed Contract Agreement with JCOS Development, Inc., including Bonds (2241 : Award of Contract for Touchless Facility

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

JCOS Development, Inc.
Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for September 22, 2020, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the September 22, 2020, Regular Meeting.

ATTACHMENTS:

- 200922 PA Minutes

Recommendation: That the City Council approve Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc., and authorize the City Manager to execute the Agreement.

3.6 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 Director of Emergency Services/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 Director of Emergency Services/City Manager's executive orders related thereto.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Heft 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 7:17 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for September 8, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the September 8, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:19 p.m. Mayor Pro Tempore Pezold and Mayor Heft were present. Council Member Gilbert, Council Member Sedgwick, and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

Mayor Heft requested and received consensus to take Item 7.3.1 out of order on the Agenda.

7.3. Council Member Wheeler

7.3.1 Usage of CARES Money for the Benefit of the Citizens, Local Businesses and the City

Council Member Wheeler provided an introduction of the item.

Michael Daniel, Regional Director for Orange County/Inland Empire SBDC Network, provided a Power Point Presentation on SBDC California's COVID-19 Response for Small Businesses and responded to Council requests for additional information.

City Manager White reviewed information provided as a Hot Envelope Memo and responded to Council requests for additional information.

Chief of Police Services Stiverson responded to Council requests for additional information.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Resolution Opposing Proposition 15

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, opposing Proposition 15 on the November 3, 2020 ballot."

SUMMARY:

Pursuant to City Council direction, Staff has prepared the attached Resolution opposing Proposition 15 on the November 3, 2020 ballot.

For informational purposes, attached to this report are the following from the official State Voter Information Guide:

- Official Title and Summary of Proposition 15
- Argument in Favor of Proposition 15
- Rebuttal to Argument in Favor of Proposition 15
- Argument Against Proposition 15
- Rebuttal to Argument Against Proposition 15
- Text of Proposed Laws

Resolution Opposing Proposition 15

October 13, 2020

Page 2

ATTACHMENTS:

- Proposed Resolution
- State Voter Information Guide on Proposition 15

RESOLUTION NO. 2020-10-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, OPPOSING PROPOSITION
15 ON THE NOVEMBER 3, 2020 BALLOT

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, on June 6, 1978, Proposition 13, officially titled the “People’s Initiative to Limit Property Taxation,” was overwhelmingly approved by California’s voters, reducing property tax rates on homes, businesses and farms, and capping the rate of tax increases in the future; and

WHEREAS, on the same ballot, voters rejected Proposition 8, which proposed a “split-roll” property tax that for the first time in California history would have allowed the government to discriminate against property owners based on the type of property owned; and

WHEREAS, prior to Proposition 13, rapidly rising inflation and subjective property assessments led to an inequitable property tax system that forced families to sell their homes and business owners to close their doors due to soaring property tax bills; and

WHEREAS, Proposition 13 provides certainty for taxpayers with respect to their property tax liability, eliminating the unpredictable year-to-year changes that occurred under the system it replaced; and

WHEREAS, Proposition 13 provides a stable revenue source for the government, in contrast to the volatile personal income tax, which California heavily relies upon for revenue; and

WHEREAS, Proposition 13 allows businesses to flourish and grow by providing a more stable business climate in the state; and

WHEREAS, with exponentially rising costs of living in the state of California, Proposition 13 makes it easier for families to achieve the American Dream of home and business ownership; and

WHEREAS, property tax revenue in the state of California grew significantly following the passage of Proposition 13, with the 2019-20 assessors’ rolls reporting taxable property value of \$6.6trillion in the state, suggesting property tax revenue of at least \$72.5 billion, plus billions more for local levies used to repay bonds, including school bonds; and

WHEREAS, assessed values increase under Proposition 13 due to changes in ownership, new construction, and an annual adjustment for inflation that is limited to 2% per year to protect property owners while still providing additional revenue for local governments; and

WHEREAS, homeowners have been the biggest beneficiaries of Proposition 13, as their cumulative share of the total property tax burden has gone down more than 5% since its passage, from 41.84% in 1979-80 down to 36.65% in 2016-2017; and

WHEREAS, Proposition 13 remains just as popular with voters today as it was when it was approved, with recent surveys citing that 65% of likely voters support Proposition 13; and

WHEREAS, proposed alternatives to Proposition 13 that would increase property taxes on California businesses would harm the ability of employers to hire or retain California employees and lead to more businesses and jobs leaving the state; and

WHEREAS, proposed alternatives to Proposition 13 could negatively affect renters, who would see their rents increase as landlords experienced higher operating costs and passed these costs down to their tenants; and

WHEREAS, proponents of the “Schools and Communities First” tax increase initiative qualified for the November 2020 ballot seek to undermine and remove taxpayer protections provided by Proposition 13 by requiring businesses to pay higher property taxes than all other property owners; and

WHEREAS, the “split-roll” initiative would increase the cost of food by increasing property taxes on agricultural buildings and some crops; and

WHEREAS, The County Assessors’ Association found that the “split-roll” initiative would result in a net loss of revenue for some counties due to the cost of newly created exemptions for select property owners; and

WHEREAS, Assessors repeatedly have stated that the “split-roll” initiative would be impossible to implement given unavailability of data needed to administer the proposed exemptions, unavailability of qualified candidates to fill the approximately 900 new government positions that would be needed, and the limited timeframe set by the initiative; and

WHEREAS, Since the passage of Proposition 13, voters have rejected, by wide margins, changes that would have businesses pay property taxes at a higher rate than those imposed upon residential owners, as evidenced by the defeat of Proposition 167 in 1992.

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

SECTION 1. In recognition of the benefits that Proposition 13 provides for all property owners, California’s economy and the residents of this community, The City of Laguna Hills opposes the split-roll property tax increase, Proposition 15 on the November 3, 2020 ballot, and reaffirms its support for Proposition 13 for all property owners.

PASSED, APPROVED AND ADOPTED this 13th day of October 2020.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, DEPUTY CITY CLERK

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

I, Jennifer Lee, Deputy City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2020-10-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, DEPUTY CITY CLERK

Attachment: Proposed Resolution (2234 : Resolution Opposing Proposition 15)

PROPOSITION
15 INCREASES FUNDING SOURCES FOR PUBLIC SCHOOLS, COMMUNITY COLLEGES, AND LOCAL GOVERNMENT SERVICES BY CHANGING TAX ASSESSMENT OF COMMERCIAL AND INDUSTRIAL PROPERTY. INITIATIVE CONSTITUTIONAL AMENDMENT.

OFFICIAL TITLE AND SUMMARY

PREPARED BY THE ATTORNEY GENERAL

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The text of this measure can be found on the Secretary of State's website at voterguide.sos.ca.gov.

- Increases funding sources for K–12 public schools, community colleges, and local governments by requiring commercial and industrial real property be taxed based on current market value, instead of purchase price.
- Exempts from taxation changes: residential properties; agricultural land; and owners of commercial and industrial properties with combined value of \$3 million or less.
- Any additional education funding will supplement existing school funding guarantees.
- Exempts small businesses from personal property tax; for other businesses, provides \$500,000 exemption.

SUMMARY OF LEGISLATIVE ANALYST'S ESTIMATE OF NET STATE AND LOCAL GOVERNMENT FISCAL IMPACT:

- Increased property taxes on commercial properties worth more than \$3 million providing \$6.5 billion to \$11.5 billion in new funding to local governments and schools.

ANALYSIS BY THE LEGISLATIVE ANALYST

BACKGROUND

Local Governments Tax Property. California cities, counties, schools, and special districts (such as a fire protection district) collect property taxes from property owners based on the value of their property. Property taxes raise around \$65 billion each year for these local governments. Overall, about 60 percent of property taxes go to cities, counties, and special districts. The other 40 percent goes to schools and community colleges. These shares are different in different counties.

Property Includes Land, Buildings, Machinery, and Equipment. Property taxes apply to many kinds of property. Land and buildings are taxed. Businesses also pay property taxes on most other things they own. This includes equipment, machinery, computers, and furniture. We call these things “business equipment.”

How Is a Property Tax Bill Calculated? Each property owner's annual property tax bill is equal to the taxable value of their property multiplied by their property tax rate. The typical property owner's property tax rate is 1.1 percent.

Taxable Value of Land and Buildings Is Based on Original Purchase Price. In the year a piece of

land or a building is purchased, its taxable value typically is its purchase price. Each year after that, the property's taxable value is adjusted for inflation by up to 2 percent. When a property is sold again, its taxable value is reset to its new purchase price. The taxable value of most land and buildings is less than what they could be sold for. This is because the price most properties could be sold for grows faster than 2 percent per year.

Taxable Value of Business Equipment Is Based on How Much It Could Be Sold for. Unlike land and buildings, business equipment is taxed based on how much it could be sold for today.

Counties Manage the Property Tax. County assessors determine the taxable value of property. County tax collectors bill property owners. County auditors distribute tax revenue to local governments. Statewide, counties spend about \$800 million each year on these activities.

PROPOSAL

Tax Commercial and Industrial Land and Buildings Based on How Much They Could Be Sold for. The measure requires commercial and industrial (after this referred to simply as “commercial”)

ANALYSIS BY THE LEGISLATIVE ANALYST

CONTINUED

15

land and buildings to be taxed based on how much they could be sold for instead of their original purchase price. This change is put in place over time starting in 2022. The change does not start before 2025 for properties used by California businesses that meet certain rules and have 50 or fewer employees. Housing and agricultural land continues to be taxed based on its original purchase price.

Some Lower Value Properties Not Included.

This change does not apply if the owner has \$3 million or less worth of commercial land and buildings in California (adjusted for inflation every two years). These properties continue to be taxed based on original purchase price.

Reduce Taxes on Business Equipment. The measure reduces the taxable value of each business's equipment by \$500,000 starting in 2024. Businesses with less than \$500,000 of equipment pay no taxes on those items. All property taxes on business equipment are eliminated for California businesses that meet certain rules and have 50 or fewer employees.

FISCAL EFFECTS***Increased Taxes on Commercial Land and Buildings.***

Most owners of commercial land and buildings worth more than \$3 million would pay higher property taxes. Only some of these property owners would start to pay higher taxes in 2022. By 2025, most of these property owners would pay higher taxes. Beginning in 2025, total property taxes from commercial land and buildings probably would be \$8 billion to \$12.5 billion higher in most years. The value of commercial property can change a lot from year to year. This means the amount of increased property taxes also could change a lot from year to year.

Decreased Taxes on Business Equipment. Property taxes on business equipment probably would be several hundred million dollars lower each year.

Money Set Aside to Pay Costs of the Measure.

The measure sets aside money for various

costs created by the measure. This includes giving **several hundred million dollars per year** to counties to pay for their costs of carrying out the measure. The measure would increase the amount of work county assessors do and could require changes in how they do their work. Counties could have costs from the measure before new money is available to cover these costs. The state would loan money to counties to cover these initial costs until new property tax revenue is available.

New Funding for Local Governments and Schools.

Overall, \$6.5 billion to \$11.5 billion per year in new property taxes would go to local governments. 60 percent would go to cities, counties, and special districts. Each city, county, or special district's share of the money depends on several things including the amount of new taxes paid by commercial properties in that community. Not all governments would be guaranteed new money. Some in rural areas may end up losing money because of lower taxes on business equipment. The other 40 percent would increase funding for schools and community colleges. Each school or community college's share of the money is mostly based on how many students they have.

Visit <http://cal-access.sos.ca.gov/campaign/measures/> for a list of committees primarily formed to support or oppose this measure.

Visit <http://www.fppc.ca.gov/transparency/top-contributors.html> to access the committee's top 10 contributors.

If you desire a copy of the full text of this state measure, please call the Secretary of State at (800) 345-VOTE (8683) or you can email vigfeedback@sos.ca.gov and a copy will be mailed at no cost to you.

PROPOSITION 15 INCREASES FUNDING SOURCES FOR PUBLIC SCHOOLS, COMMUNITY COLLEGES, AND LOCAL GOVERNMENT SERVICES BY CHANGING TAX ASSESSMENT OF COMMERCIAL AND INDUSTRIAL PROPERTY. INITIATIVE CONSTITUTIONAL AMENDMENT.

15

★ ARGUMENT IN FAVOR OF PROPOSITION 15 ★

We are all better off when everyone pays their fair share. But California is giving away billions of dollars in property tax breaks to wealthy corporations. These billions could be used instead to deal with increasing inequality, persistent poverty, unemployment, unaffordable housing, homelessness and underfunded schools.

While the wealthiest corporations avoid paying their fair share, our schools have the most crowded classrooms in the nation and our local communities are struggling to respond to the impact of COVID-19.

Prop. 15 is a fair and balanced reform which:

- closes property tax loopholes benefiting wealthy corporations
- cuts small business taxes
- reclaims billions of dollars to invest in our schools and local communities.

Prop. 15 will:

Close corporate loopholes: Wealthy corporations avoid reassessment by employing highly paid tax lawyers and accountants to exploit loopholes in the law. Prop. 15 closes these loopholes by requiring nonresidential commercial properties to be assessed based on their actual fair market value.

- The top 10% of California's most valuable nonresidential commercial properties account for 92% of Prop. 15's new revenues.

Does not impact homeowners and renters: Prop. 15 exempts all residential properties, maintaining FULL PROP. 13 PROTECTIONS for homeowners and renters.

Cut taxes for small businesses: Prop. 15 protects small businesses and cuts their taxes by:

- Exempting businesses operated out of a home and businesses owning \$3,000,000 or less of nonresidential commercial property
- Cutting business personal property taxes on equipment, computers and fixtures.

Restore balance to the property tax: Since Prop. 13 passed, the residential share of property taxes has skyrocketed from 55% to 72% and the nonresidential commercial share has

fallen. Meanwhile we're paying more in fees, fines and other taxes.

Prop. 15 rebalances the scales.

Increase funding for schools and community colleges: Every school district and community college will receive additional funding over and above existing funding guarantees. Prop. 15 funds go directly to education and state politicians can't take it away.

Invest in essential workers and local services: Prop. 15 gives local communities desperately needed resources so essential services and frontline workers can respond to current challenges and prepare for future crises, whether from a wildfire, pandemic, or earthquake.

Support economic and racial equity: Prop. 15 makes sure schools with the greatest needs get the most help and gives local communities critically needed resources to deal with the unequal impacts of COVID-19, unemployment, and housing costs on communities of color.

Prioritize full transparency and accountability by requiring schools and local governments to publicly disclose all new revenues they receive and how they are spent.

Protect agricultural land: Prop. 15 makes no change to existing laws affecting the taxation or preservation of agricultural land.

We can't afford business as usual. Prop. 15 rebalances the scales by closing loopholes and supporting our schools, local communities and small businesses.

Prop. 15 takes a big step forward toward a better future for all Californians. It was placed on the ballot by the signatures of over 1,700,000 voters who want wealthy corporations to pay their fair share.

Please add your voice to theirs: Vote Yes on Prop. 15.

TONY THURMOND, California Superintendent of Public Instruction

JACQUELINE MARTINEZ, CEO
Latino Community Foundation

SASHA CUTTLER, Public Health Nurse
San Francisco Department of Public Health

★ REBUTTAL TO ARGUMENT IN FAVOR OF PROPOSITION 15 ★

PROP. 15: ALL CALIFORNIANS WILL PAY FOR THE LARGEST PROPERTY TAX INCREASE IN STATE HISTORY!

REPEALS PROP. 13 PROTECTIONS

Prop 13 limits property tax increases to 2% annually, providing certainty to homeowners and small businesses that they can afford their taxes in the future. Supporters of Prop 15 admit they'll go after Prop 13 protections for homes next - meaning skyrocketing taxes for all homeowners!

PROP. 15: RAISES OUR COST OF LIVING AND MAKES INCOME INEQUALITY WORSE

Billions in higher taxes will be passed on to California's small businesses in the form of higher rents, forcing businesses that are barely surviving now to lay off employees and raise prices. Higher costs for food and everyday necessities will hit all of us and low-income families hardest. We can't afford to raise our cost of living.

PROP. 15: DOESN'T SOLVE OUR CURRENT BUDGET CRISIS

Prop. 15 will not solve today's budget deficits. The nonpartisan Legislative Analyst says most funding won't arrive until 2025. Additionally, the California Assessors' Association says Prop. 15 will cost more than \$1 billion to implement, meaning deeper cuts to already stretched local government budgets.

PROP. 15: MISLEADING AND LACKS ACCOUNTABILITY

Prop. 15's supporters say it's about more money for education, but nearly 70% of the tax money doesn't even go to schools. Politicians can even divert the local government tax money for other purposes, just like they're doing with the gas tax.

NO ON PROP. 15. www.NOonProp15.org

JON COUPAL, President
Howard Jarvis Taxpayers Association

ALICE HUFFMAN, President
California State Conference of the NAACP

BETTY JO TOCCOLI, President
California Small Business Association

★ ARGUMENT AGAINST PROPOSITION 15 ★

PROP. 15 WILL BE THE LARGEST ANNUAL PROPERTY TAX INCREASE IN CALIFORNIA HISTORY—UP TO \$12.5 BILLION PER YEAR!

Prop. 15's massive increase in annual property taxes will have disastrous economic impacts for every Californian—from small businesses and consumers to farmers and homeowners.

PROP. 15 REPEALS TAXPAYER PROTECTIONS IN PROP. 13

Prop. 13's taxpayer protections have kept property taxes affordable by capping property taxes and limiting increases annually, providing taxpayers certainty they can afford their property taxes now and into the future. Prop. 15 eliminates that certainty for millions of taxpayers.

- "Prop. 15 is a direct threat to homeowners. Supporters of the tax hike openly admitted that this is merely the first step in completely dismantling Prop. 13 which voters approved to stop skyrocketing property taxes."—*Jon Coupal, President, Howard Jarvis Taxpayers Association*

PROP. 15 RAISES OUR COST OF LIVING

Prop. 15's tax hike will increase costs on everything people buy, including groceries, fuel, utilities, day care and health care.

- "Too many families have been priced out of their neighborhoods because of the rising cost of living. Prop. 15 will raise the cost of living for California families by up to \$960 and will especially hurt lower-income communities."—*Alice Huffman, President, California State Conference of the NAACP*

PROP. 15 DESTROYS JOBS AND SMALL BUSINESSES

Seven million Californians work for a small business. Millions of Californians are filing for unemployment and are at risk of losing everything. NOTHING in Prop. 15 stops the tax from being passed on to small business tenants. Prop. 15 will make the economic crisis worse by devastating small businesses—

including our neighborhood restaurants, barbershops, and dry cleaners.

- "Most small businesses rent the property on which they operate. Prop. 15's higher property taxes will mean skyrocketing rents at a time we can least afford it."—*Jot Condie, President, California Restaurant Association*

PROP. 15 RAISES TAXES FOR FAMILY FARMERS, RESULTING IN HIGHER COSTS FOR FOOD

Prop. 15 will raise property taxes on farming—including barns, dairies, processing plants and even fruit and nut trees.

- "Prop. 15 hurts family farmers and we all will end up paying higher costs for groceries including milk, eggs and meat."—*Jamie Johansson, President, California Farm Bureau Federation*

PROP. 15 LACKS ACCOUNTABILITY

Prop. 15 will cost taxpayers \$1 billion each year in bureaucratic expenses, and politicians can spend the higher property tax revenue on anything they want, including administrative costs, outside consultants and pay raises.

- "Prop. 15 allows politicians to divert its tax hike revenue to anything the special interests want, just like they're doing with the gas tax."—*Marilyn Markham, Board Member, California Senior Advocates League*

INDEPENDENTS, DEMOCRATS AND REPUBLICANS AGREE—NO ON PROP. 15.

NOW IS NOT THE TIME TO RAISE PROPERTY TAXES IN CALIFORNIA.

ROBERT GUTIERREZ, President
California Taxpayers Association

ALICE HUFFMAN, President
California State Conference of the NAACP

BETTY JO TOCCOLI, President
California Small Business Association

★ REBUTTAL TO ARGUMENT AGAINST PROPOSITION 15 ★

Prop. 15 is a fair and balanced reform which: - Closes property tax loopholes benefiting wealthy corporations - Cuts small business taxes - Does not impact homeowners and renters - Reclaims billions of dollars for schools and local communities

California must take these steps right now to secure a better future for us all.

Wealthy owners of the MOST EXPENSIVE 10% OF BUSINESS PROPERTIES account for 92% of Prop. 15's revenues.

Prop. 15 supporters: teachers, nurses, small business owners, clergy, affordable housing advocates, and community organizations who want to close corporate tax loopholes and rebalance the scales.

Prop. 15 opponents: wealthy corporations and out-of-state investors trying to keep their tax breaks by using scare tactics to confuse the issue.

Read the measure for yourself and remember, Prop. 15:

- Maintains FULL PROP. 13 PROTECTIONS for homeowners and renters.
- CUTS small business taxes AND specifically exempts all home-based businesses AND exempts small

businesses owning \$3,000,000 or less in business property.

- Guarantees transparency and accountability by requiring full public disclosure of all new revenues and how they're spent.
- Keeps Prop. 13's low 1% limit, so California's business property taxes will still be below most states.

Learn more at scaretactics15.org.

As we rebuild from the COVID-19 shut down and prepare for challenges ahead, business as usual won't do. It's time we invest in small businesses, students, healthy families, and safe neighborhoods.

Prop. 15 is a balanced reform that closes corporate loopholes benefiting the top 10% and restores billions to our schools and communities—Vote Yes on Prop. 15.

E. TOBY BOYD, President
California Teachers Association

CAROL MOON GOLDBERG, President
League of Women Voters

TARA LYNN GRAY, CEO
Fresno Metro Black Chamber of Commerce

PROPOSITION 15

This initiative measure is submitted to the people in accordance with the provisions of Section 8 of Article II of the California Constitution.

This initiative measure adds sections to the California Constitution; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED LAW

SECTION 1. Title.

This measure shall be known as “The California Schools and Local Communities Funding Act of 2020.”

SEC. 2. Findings.

(a) California is the fifth largest economy in the world, but if we don’t invest in our future, we’ll fall behind. To grow our economy and provide a better quality of life now, and for future generations of Californians, we need to do a better job of investing in our schools, community colleges, and local communities, and do more to encourage small businesses and start-ups.

(b) Our competitiveness begins with making children and their education a priority. Decades of cuts and underfunding have undermined California schools. A recent national study ranked the performance of California schools in the bottom half of all states. The top ranked states spend thousands of dollars more per student than California.

(c) California’s funding shortfall has direct consequences for our kids: we’re dead last in the nation in teacher-to-student ratios, last in guidance counselor-to-student ratios, and last in librarian-to-student ratios.

(d) The quality of life in our local communities is also critical to our economic future. It depends on streets that are safe and clean, emergency services we can count on, parks and recreation programs that keep our youth off the streets, and roads that are well maintained. Our cities, counties, and local agencies are on the front line facing the consequences of the lack of affordable housing and increasing homelessness as well as worsening risks from wildfires and other disasters.

(e) Property taxes on commercial and industrial properties are a principal source of funding for our schools and local communities. While virtually every other state assesses commercial and industrial property based on its fair market value, California allows commercial and industrial property taxes to go many years, even decades, without reassessment. This unusual system is prone to abusive tax avoidance schemes, diverts funds away from schools and local communities, contributes to the shortage of affordable

housing, distorts business competition, and disadvantages business start-ups.

(f) California’s under-assessment of commercial and industrial properties is a growing problem. Large investors and corporations, many of whom are from other states and countries, are using a variety of schemes to get around the law and buy and sell properties without being reassessed, costing our schools and local communities billions of dollars.

(g) A recent study by the University of Southern California has found that under-assessed commercial and industrial property allows owners to avoid over \$11 billion in local property taxes each year that should be going to support our schools and local communities.

(h) California’s unusual commercial and industrial property tax system contributes to California’s affordable housing crisis. Studies by the Legislative Analyst’s Office and the University of California have demonstrated that California’s property tax system incentivizes owners to hold idle vacant and under-utilized commercial and industrial property. A reformed system, that assesses all properties based on their fair market value, would create a powerful new incentive to build new housing.

(i) Every commercial and industrial property owner benefits from local schools and services like public safety and infrastructure. It is unfair and anti-competitive that the property tax system forces some businesses to pay higher property taxes to support our schools and local communities while their competitors pay much lower property taxes because their properties are assessed far below their fair market value.

(j) California’s unusual property tax system not only distorts competition, it discourages business investments. Under the current system, businesses that invest in improving their properties trigger reassessment and higher property taxes. But businesses that don’t invest in improving their properties continue to enjoy the low cost of under assessment.

(k) A study done at the University of California demonstrates that reassessing commercial property will have a net positive benefit on jobs and the California economy.

(l) If we reformed California’s under-assessment problem on business properties, California would still rank among the lowest states for business property taxes in the nation because of the California Constitution’s provisions related to the 1% limitation on property tax rates.

(m) Thriving small businesses and start-ups are essential to California’s economy now and for our future. The property tax on equipment and fixtures discourages new start-ups, small businesses and larger businesses from making new productive

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investments. By requiring under-assessed large properties to be assessed at fair market value, small businesses can be fully exempted from the property tax on equipment and fixtures and the tax can be substantially reduced for other businesses, removing this disincentive without harm to funding for our schools and local communities.

(n) Reassessing under-assessed commercial and industrial property in California would primarily impact a small number of properties owned by the largest corporations and wealthiest investors. Almost 80 percent of the tax benefits of the under-assessment allowed by the current system go to just 8 percent of the properties.

(o) The benefits to our schools, local communities, and economy resulting from ending the under-assessment of commercial and industrial property can be achieved while protecting small businesses through exemptions and deferrals of reassessment and at the same time encouraging small businesses by creating a more level playing field and by eliminating the property tax on business equipment and fixtures.

(p) Reforming commercial and industrial property assessments to fair market value will result in a fairer system for our schools, our local communities, and our businesses. All businesses will compete on a level playing field, generating billions of dollars in additional support for our schools and local communities.

SEC. 3. Purpose and Intent.

It is the intent of the people of the State of California to do all of the following in this measure:

(a) Preserve in every way Proposition 13's protections for homeowners and for residential rental properties. This measure only affects the assessment of taxable commercial and industrial property.

(b) Provide for increased and stable revenues for schools, cities, counties, and other local agencies by requiring under-assessed commercial and industrial properties to be assessed based on their fair market value.

(c) Distribute the new revenues resulting from this measure to schools and local communities, not to the state.

(d) Ensure that the portion of any new revenues going to local schools and community colleges as a result of this measure is treated as new revenues that are in addition to all other funding for schools and community colleges, including Proposition 98.

(e) Guarantee every school district and community college will receive additional funding from this measure and that funds going to schools and community colleges are allocated in a manner that is consistent with local control funding formulas intended to advance equity.

(f) Ensure that any new revenues going to cities, counties, and special districts as a result of this measure will be allocated in the same manner as other property tax revenues, consistent with prior ballot measures approved by voters, to improve the quality of life in local communities in all parts of California.

(g) Make certain there is complete public transparency by requiring schools, community colleges, cities, counties, and special districts to publicly disclose the new revenues they receive and how those revenues are spent in a manner that is widely available and easily understood.

(h) Be very clear that this measure only applies to taxable commercial and industrial real property by including provisions stating that:

(1) All residential property is exempt so homeowners and renters will not be affected in any way by this measure.

(2) This measure makes no change to existing laws affecting the taxation or preservation of agricultural land.

(i) Make no change to Proposition 13's constitutional provisions relating to the 1 percent limitation on property tax rates for all taxable real property so local property taxes on commercial and industrial property will continue to be among the lowest in the country after this measure is approved by voters.

(j) Ensure stability for owners of small business properties by providing an exclusion for small commercial and industrial real property owners. The intent of this provision is to provide an exclusion that applies only to the true owners of small businesses and that large property owners shall be prevented from using the exclusion for their own benefit.

(k) Defer reassessments for properties in which small businesses account for 50 percent or more of the occupied space until the 2025–26 lien date to provide those small business tenants additional time to choose the leasing option that works for them, recognizing that the impact of this measure will be different for each property, depending on how close the current assessment is to the fair market value and whether or not it qualifies for the small property exclusion for properties with a fair market value of \$3 million or less.

(l) Encourage new and existing businesses to make new investments by eliminating the business tangible personal property tax on equipment and fixtures for small businesses and providing a \$500,000 per year exemption for all other businesses. The Legislature may not reduce this exemption, but it may increase it.

(m) Provide greater equity in the taxation of commercial and industrial properties by assessing all of them based on their actual fair market value just like start-ups and new commercial and industrial properties that already are being assessed based on

their actual fair market value. The intent is for all businesses to compete on a more level playing field and make sure all businesses are paying their share to support the schools and local communities from which they benefit.

(n) Require the Legislature, after conferring with a task force on property tax administration, to provide by statute for the phase-in of reassessments of under-assessed commercial and industrial real properties so that county assessors may effectively implement the new law. Such phase-in will begin with the lien date for the 2022–23 fiscal year and occur over several years. Affected owners shall only be obligated to pay the taxes based on the new assessed value beginning with the lien date for the fiscal year when the assessor has completed the reassessment.

(o) Require the Legislature to ensure that the phase-in provisions provide affected owners of under-assessed commercial and industrial real properties reasonable time to pay any increase in their tax obligations resulting from this measure.

(p) Provide for the recovery of actual direct administrative costs incurred by counties to effectively implement the new law.

(q) Ensure that the General Fund and other funds of the state are held harmless by reimbursing the state for reductions in tax revenue caused by the deductibility of the property tax.

(r) Maintain the State Board of Equalization's oversight over the property tax system to assure the public that assessments of commercial and industrial real property in every county are equitable and uniform as required by this measure, and to further ensure that the State Board of Equalization provides statewide assistance as necessary to support the efficient implementation of this measure within all 58 counties.

SEC. 4. Section 8.7 is added to Article XVI of the California Constitution, to read:

SEC. 8.7. (a) The Local School and Community College Property Tax Fund is hereby created in the State Treasury, to be held in trust, and is continuously appropriated for the support of local educational agencies as that term is defined in Section 421 of the Education Code, as that statute read on January 1, 2020, and for the support of community college districts. The moneys deposited in the Local School and Community College Property Tax Fund shall be held in trust for schools, and shall be distributed as follows:

(1) Eleven percent of the moneys shall be allocated by the Board of Governors of the California Community Colleges to community college districts in proportion to the funding calculated for each district pursuant to the distribution formulas operative in statute as of January 1, 2020, or any successor statute, provided that property tax revenues calculated pursuant to

Section 84751 of the Education Code, or any successor statute, that exceed the total funding calculated for a district pursuant to the then operative distribution formulas shall be subtracted from that district's proportionate share of the Local School and Community College Property Tax Fund.

(2) Eighty-nine percent of the moneys shall be allocated by the Superintendent of Public Instruction to school districts, charter schools, and county offices of education as follows:

(A) To school districts and charter schools, in proportion to each school district's or charter school's total funding calculated pursuant to subdivisions (a) to (i), inclusive, of Section 42238.02 of the Education Code, as those provisions read on July 1, 2019. Any school district or charter school that qualifies as a "basic aid school district" or "excess tax entity" under subdivision (o) of Section 42238.02 of the Education Code shall have subtracted from its proportionate share of the Local School and Community College Property Tax Fund the amount by which the sum calculated in subdivision (j) of Section 42238.02 of the Education Code exceeds the amount calculated pursuant to subdivisions (a) to (i), inclusive, of Section 42238.02 of the Education Code, as each of those provisions read on July 1, 2019.

(B) To county offices of education, in proportion to each office's total funding calculated pursuant to Section 2574 of the Education Code, as that section read on July 1, 2019.

(3) Notwithstanding paragraphs (1) and (2) of this subdivision, no school district or charter school shall receive from the Local School and Community College Property Tax Fund less than one hundred dollars (\$100) per unit of average daily attendance, adjusted annually upward or downward by the same percentage that the Local School and Community College Property Tax Fund grew or declined from the previous year, and no community college district shall receive from the Local School and Community College Property Tax Fund less than one hundred dollars (\$100) per enrolled full-time equivalent student, adjusted annually upward or downward by the same percentage that the Local School and Community College Property Tax Fund grew or declined from the previous year.

(b) Except as provided in paragraph (2) of subdivision (d) of Section 8.6 of this article, notwithstanding any other law, the moneys deposited in the Local School and Community College Property Tax Fund shall not be subject to appropriation, reversion, or transfer by the Legislature, the Governor, the Director of Finance, or the Controller for any purpose other than those specified in this section, nor shall these revenues be loaned to the General Fund or any other fund of the State or any local government fund.

(c) Moneys allocated to local educational agencies, as that term is defined in Section 421 of the Education

Code, as that statute read on January 1, 2020, and to community college districts from the Local School and Community College Property Tax Fund shall supplement, and shall not replace, other funding for education. Funds deposited into or allocated from the Local School and Community College Property Tax Fund shall not be part of "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes" for purposes of paragraphs (2) and (3) of subdivision (b) of Section 8 of this article or for purposes of Section 21 of this article. Except as provided in subdivision (c) of Section 8.6 of this article, revenues generated by Section 2.5 of Article XIII A shall not be deemed to be General Fund revenues which may be appropriated pursuant to Article XIII B for purposes of paragraph (1) of subdivision (b) of Section 8 of this article, nor shall they be considered in the determination of per capita General Fund revenues for purposes of subdivisions (b) and (e) of Section 8 of this article.

(d) Except as provided in subdivision (c) of Section 8.6 of this article, revenues generated by Section 2.5 of Article XIII A shall not be deemed to be General Fund proceeds of taxes that may be appropriated pursuant to Article XIII B for purposes of Section 20 or Section 21 of this article.

SEC. 5. Section 8.6 is added to Article XVI of the California Constitution, to read:

SEC. 8.6. (a) The Legislature shall provide by statute a methodology, based on historical experience, for determining the additional revenue generated in each county each fiscal year as a result of the application of the tax rate specified in subdivision (a) of Section 1 of Article XIII A and the application of Section 2.5 of Article XIII A. The determination as to the amount of additional revenue in each county shall be transmitted to the county auditor annually for use for the calculations required by this section.

(b) After transferring the necessary funds pursuant to subdivisions (c), (d), and (e), and subparagraph (B) of paragraph (1) of this subdivision, all additional revenue resulting from the application of the tax rate specified in subdivision (a) of Section 1 of Article XIII A and the application of Section 2.5 of Article XIII A shall be allocated and transferred by the county auditor as follows:

(1) (A) First, to the Local School and Community College Property Tax Fund created pursuant to Section 8.7 of this article, in an amount equal to the school entities' share of property taxes as determined pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation Code, as that chapter read on January 1, 2020.

(B) Prior to making the transfer pursuant to subparagraph (A) of paragraph (1) of this subdivision,

the county auditor shall subtract an amount equal to the county's share of the increase in appropriations of General Fund proceeds of taxes for the support of school districts and community college districts pursuant to Section 8 of this article due to the revenue loss resulting from the exemptions provided by Section 3.1 of Article XIII, as determined by the Director of Finance. The county's share of additional General Fund appropriations shall be transferred by the county auditor to the General Fund prior to the allocation specified in subparagraph (A) of paragraph (1) of this subdivision. The amount determined by the Director of Finance pursuant to this subparagraph shall for each fiscal year be apportioned by county in proportion to the revenue loss resulting from the exemptions provided by Section 3.1 of Article XIII.

(2) Second, among cities, counties, and special districts pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation Code, as that chapter read on January 1, 2020.

(c) The Franchise Tax Board shall determine the reduction to the General Fund and any other affected state fund of revenues derived from the taxes imposed by the Personal Income Tax Law (Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code) and the Corporation Tax Law (Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code), as those laws read on January 1, 2020, due to the deduction of any net increase in property taxes resulting from the implementation of subdivision (a) of Section 3.1 of Article XIII and Section 2.5 of Article XIII A. The amount of reduction as determined by the Franchise Tax Board shall be transferred by the county auditor to the General Fund and any other affected state fund prior to the allocation specified in subdivision (b). For purposes of making the determinations required by Sections 8, 20, and 21 of this article, the amount transferred to the General Fund pursuant to this subdivision shall be deemed to be General Fund revenues which may be appropriated pursuant to Article XIII B and General Fund proceeds of taxes appropriated pursuant to Article XIII B and shall be included in the calculation of per capita General Fund revenues. The amount transferred pursuant to this subdivision shall for each fiscal year be apportioned among the counties in proportion to each county's contribution to the total additional revenue resulting from the application of the tax rate specified in subdivision (a) of Section 1 of Article XIII A and the application Section 2.5 of Article XIII A determined for all counties.

(d) (1) Each county or city and county shall be annually compensated for the actual direct administrative costs of implementing Section 3.1 of Article XIII and Section 2.5 of Article XIII A as identified by the board of supervisors of the county or city and county consistent with statutes identifying

those costs. The Legislature shall determine by statute what constitutes actual direct administrative costs for purposes of this subdivision. Such costs shall at a minimum include the costs of assessment, assessment appeals, legal counsel, tax allocation and distribution, and auditing and enforcement of the provisions of Section 3.1 of Article XIII and Section 2.5 of Article XIII A. It is the intent of this subdivision to provide full adequate funding to counties to cover all costs associated with implementation of the act.

(2) The Legislature shall determine by statute the initial startup costs necessary for each county or city and county and the State Board of Equalization to implement the act and shall appropriate General Fund moneys to pay for such startup costs until sufficient funds are available to pay for all ongoing costs to implement the act, at which time the statute shall provide for the General Fund to be reimbursed.

(e) Each county or city and county shall annually be reimbursed for actual refunds of property taxes paid in the prior fiscal year as a result of corrections to assessments made pursuant to Section 2.5 of Article XIII A. The amount reimbursed pursuant to this subdivision shall for each fiscal year be subtracted from each county's contribution to the total additional revenue resulting from the application of Section 2.5 of Article XIII A as a result of the application of the tax rate specified in subdivision (a) of Section 1 of Article XIII A.

(f) All local educational agencies, community colleges, counties, cities and counties, cities, and special districts that receive funds from the revenues generated by Section 2.5 of Article XIII A shall publicly disclose for each fiscal year, including in their annual budgets, the amount of property tax revenues they received for that fiscal year as the result of Section 2.5 of Article XIII A and how those revenues were spent. Such disclosure shall be made so that it is widely available to the public and written so as to be easily understood.

SEC. 6. Section 2.5 is added to Article XIII A of the California Constitution, to read:

SEC. 2.5. (a) (1) Notwithstanding Section 2 of this article, for the lien date for the 2022–23 fiscal year and each lien date thereafter, the “full cash value” of commercial and industrial real property that is not otherwise exempt under the Constitution is the fair market value of such real property as of that date as determined by the county assessor of the county in which such real property is located, except as provided by the Legislature pursuant to subdivision (b).

(2) Paragraph (1) of this subdivision shall not apply to residential property as defined in this section, whether it is occupied by a homeowner or a renter. Residential property as defined in this section shall be assessed as required by Section 2 of this article. Paragraph (1) of this subdivision shall also not apply

to real property used for commercial agricultural production as defined in this section. Real property used for commercial agricultural production as defined in this section shall be assessed as required by Section 2 of this article.

(b) The Legislature shall establish a task force on property tax administration immediately after this section is enacted, including a county assessor or designee, a State Board of Equalization member or designee, a proponent of this act or designee, a taxpayer representative, and a member of the Legislature or designee. The task force shall publicly convene immediately upon its creation to examine and recommend to the Legislature all statutory and regulatory changes necessary for the equitable implementation of this measure consistent with its purpose and intent. The Legislature, after conferring with the task force, shall provide by statute for the phase-in of the reassessment of commercial and industrial real property as required by paragraph (1) of subdivision (a). Any such phase-in shall provide for reassessment of a percentage of all commercial and industrial real properties within each county commencing with the lien date for the 2022–23 fiscal year and extending over two or more lien dates each fiscal year thereafter, in order to ensure a reasonable workload and implementation period for county assessors, including provision for processing and timing of assessment appeals. An owner shall first be obligated to pay the taxes based on the new assessed value beginning with the lien date for the fiscal year when the county assessor has completed the reassessment. The phase-in also shall provide taxpayers whose property has been reassessed a reasonable timeframe within which to pay any increase in taxes. After the initial reassessment of commercial and industrial real property pursuant to this subdivision, such commercial and industrial real property shall be periodically reassessed no less frequently than every three years as determined by the Legislature. Notwithstanding existing statutes, the Legislature shall, in consultation with county assessors, develop a process for hearing appeals resulting from the reassessment of properties pursuant to this section that is consistent with the following:

(1) The process shall not include automatic acceptance of the applicant's opinion of values within a given timeframe.

(2) The process shall impose on the taxpayer the burden of proof that the property was not properly valued.

(3) The process shall require the taxpayer to provide evidence relevant to any appeal in the initial application before the local assessment appeals board.

(4) The process shall ensure that decisions by local administrative hearing bodies such as assessment appeals boards, if subject to judicial review, are

subject only to *de novo* judicial review on issues of law, while issues of fact, including valuation, shall be reviewed under the substantial evidence standard.

(c) For purposes of this section:

(1) “Commercial and industrial real property” means any real property that is used as commercial or industrial property, or is vacant land not zoned for residential use and not used for commercial agricultural production. For purposes of this paragraph, vacant land shall not include real property that is used or protected for open space, a park, or the equivalent designation for land essentially free of structures, natural in character to provide opportunities for recreation and education, and intended to preserve scenic, cultural, or historic values.

(2) “Mixed-use real property” means real property on which both residential and commercial or industrial uses are permitted.

(3) “Real property used for commercial agricultural production” means land that is used for producing commercial agricultural commodities.

(4) (A) “Residential property” shall include real property used as residential property, including both single-family and multiunit structures, and the land on which those structures are constructed or placed.

(B) The Legislature shall provide by statute that any property zoned as commercial or industrial but used as long-term residential property shall be classified as residential for purposes of paragraph (2) of subdivision (a). For mixed-use real property, the Legislature shall ensure only that portion of the property that is used for commercial and industrial purposes shall be subject to reassessment as required by paragraph (1) of subdivision (a). The Legislature shall also define and provide by statute that limited commercial uses of residential property, such as home offices, home-based businesses or short-term rentals, shall be classified as residential for purposes of paragraph (2) of subdivision (a). The Legislature may provide for an exclusion from reassessment for the commercial share of mixed-use property provided 75 percent or more of the property by square footage or value is residential.

(d) (1) Subject to paragraph (2) of this subdivision, upon reassessment pursuant to subdivisions (a) and (b), each commercial and industrial real property with a fair market value of three million dollars (\$3,000,000) or less shall not be subject to reassessment pursuant to paragraph (1) of subdivision (a) and shall be assessed as required by Section 2 of this article. The amount specified in this paragraph shall be adjusted for inflation every two years commencing January 1, 2025, as determined by the State Board of Equalization. The State Board of Equalization shall calculate the adjustment separately for each county taking into consideration differences

in average commercial and industrial market values among counties.

(2) Notwithstanding paragraph (1) of this subdivision, real property that would otherwise comply with the exclusion set forth in paragraph (1) of this subdivision shall be subject to reassessment pursuant to paragraph (1) of subdivision (a) if any of the direct or indirect beneficial owners of such real property own a direct or indirect beneficial ownership interest in other commercial or industrial real property located in the State, which such real property in the aggregate, including the subject property, has a fair market value in excess of three million dollars (\$3,000,000). The amount specified in this paragraph shall be adjusted for inflation every two years commencing January 1, 2025, as determined by the State Board of Equalization.

(3) All determinations of fair market value under this subdivision shall be determined by the county assessor of the county in which the property is located, and such determinations by the county assessor shall be conclusive and subject only to judicial review for abuse of discretion.

(4) In order to be eligible for the exclusion provided by paragraph (1) of this subdivision, the owner of the real property shall make a claim and certify annually to the county assessor under penalty of perjury that the conditions required by paragraphs (1) and (2) of this subdivision for exemption from reassessment have been met and shall be subject to audit by the county or the State as to that certification. The State Board of Equalization shall have the authority to conduct any audits on behalf of the State.

(5) Any real property excluded from reassessment under paragraph (1) of this subdivision shall only be excluded from reassessment so long as it meets the conditions imposed by paragraphs (1) and (2) of this subdivision. If there is any change in the direct or indirect beneficial ownership of such real property, a new claim and certification must be made to the county assessor.

(6) Any appeals by taxpayers who are found not to be excluded from reassessment pursuant to paragraph (1) of this subdivision shall be subject to the process for hearing appeals as provided in subdivision (b).

(e) (1) Provided 50 percent or more of the occupied square footage of a commercial or industrial real property is occupied by a small business as defined in paragraph (4) of this subdivision, the provisions of paragraph (1) of subdivision (a) shall not take effect prior to the lien date for the 2025–26 fiscal year; provided, however, that if the Legislature establishes by statute pursuant to subdivision (b) that a real property qualified under this paragraph shall be reassessed on a lien date subsequent to the 2025–26 fiscal year, then such property shall be reassessed commencing on that subsequent lien date.

(2) In order to be eligible for the deferral provided by paragraph (1) of this subdivision, the owner of the property shall make a claim and certify annually to the county assessor under penalty of perjury that the conditions required by paragraph (1) of this subdivision for deferral from reassessment have been met and shall be subject to audit by the county or the State Board of Equalization as to that certification.

(3) Any real property for which reassessment is deferred under paragraph (1) of this subdivision shall only be eligible for deferral so long as it meets the conditions imposed by paragraph (1) of this subdivision and if there is any change in the direct or indirect beneficial ownership of such real property, a new claim and certification must be made to the county assessor. Upon termination of the deferral, the property shall be subject to paragraph (1) of subdivision (a).

(4) For purposes of this subdivision, the term “small business” shall include only those businesses which meet all of the following conditions:

(A) The business has fewer than 50 annual full-time equivalent employees.

(B) The business is independently owned and operated such that the business ownership interests, management, and operation are not subject to control, restriction, modification, or limitation by an outside source, individual, or another business.

(C) The business owns real property located in California.

(f) For purposes of this section, the failure in any year to claim, in a manner required by the laws in effect at the time the claim is required to be made, an exclusion or classification which reduces or defers an assessment or reassessment shall be deemed a waiver of the exclusion or classification for that year.

(g) Using the methodology prescribed by the Legislature pursuant to subdivision (a) of Section 8.6 of Article XVI, the percentage change in gross taxable assessed valuation within a city, county, or city and county used to calculate an entity's vehicle license fee adjustment amount pursuant to Section 97.70 of the Revenue and Taxation Code shall not include the additional assessed valuation that results from the application of this section.

(h) Notwithstanding Section 16 of Article XVI or any other law, the additional assessed valuation that results from the application of this section shall not be factored into any division of taxes or calculation of growth for treatment as tax increment and shall not be diverted in any manner whatsoever.

SEC. 7. Section 3.1 is added to Article XIII of the California Constitution, to read:

SEC. 3.1. (a) (1) For each taxpayer paying the tax on tangible personal property, including business

equipment and fixtures, used for business purposes, either of the following shall apply:

(A) (i) For a taxpayer that is a small business, as defined in paragraph (4) of subdivision (e) of Section 2.5 of Article XIII A, all tangible personal property owned and used for business purposes is exempt from taxation.

(ii) A taxpayer shall make a claim and certify annually to the county assessor under penalty of perjury that the condition required by this subparagraph for exemption has been met and such claim shall be subject to audit by the county or the State as to that certification.

(B) Except for a taxpayer subject to subparagraph (A) of paragraph (1) of this subdivision, an amount of up to five hundred thousand dollars (\$500,000) of combined tangible personal property and fixtures, per taxpayer, is exempt from taxation.

(2) Aircraft and vessels shall not be subject to this exemption.

(3) The Legislature shall not lower the exemption amounts provided by this subdivision or change their application, but may increase the exemption amount specified in subparagraph (B) of paragraph (1) of this subdivision consistent with the authority enumerated in Section 2 of this article.

(b) The Legislature shall provide by statute that all related entities, including, but not limited to, any subsidiaries, holding companies, or parent corporations, are considered one “taxpayer” for the purposes of this section.

SEC. 8. Section 16 is added to Article XIII B of the California Constitution, to read:

SEC. 16. (a) For purposes of this article, “proceeds of taxes” shall not include the additional revenues generated by Section 2.5 of Article XIII A.

(b) For purposes of this article, appropriations subject to limitation of each entity of government shall not include appropriations of the additional revenues collected as a result of the implementation of Section 2.5 of Article XIII A.

SEC. 9. Effective Date.

This measure shall become operative on January 1, 2022, except that subdivision (a) of Section 3.1 of Article XIII shall become operative on January 1, 2024, and subdivision (d) of Section 8.6 of Article XVI and subdivision (b) of Section 2.5 of Article XIII A shall become operative immediately upon passage of this measure.

SEC. 10. Severability.

The provisions of this act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect

the validity of the remaining portions of this act. The people of the State of California hereby declare that they would have adopted this act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not declared invalid or unconstitutional without regard to whether any portion of this act or application thereof would be subsequently declared invalid. Notwithstanding the foregoing, Section 7 of this act is non-severable from Section 6 of this act.

SEC. 11. Liberal Construction.

This act shall be liberally construed in order to effectuate its purposes as articulated in Section 3 of this act.

PROPOSITION 16

This amendment proposed by Assembly Constitutional Amendment 5 of the 2019–2020 Regular Session (Resolution Chapter 23, Statutes of 2020) expressly amends the California Constitution by repealing a section thereof; therefore, existing provisions proposed to be deleted are printed in ~~strikeout type~~.

PROPOSED AMENDMENT TO ARTICLE I

That Section 31 of Article I thereof is repealed.

~~SEC. 31. (a) The State shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.~~

~~(b) This section shall apply only to action taken after the section's effective date.~~

~~(c) Nothing in this section shall be interpreted as prohibiting bona fide qualifications based on sex which are reasonably necessary to the normal operation of public employment, public education, or public contracting.~~

~~(d) Nothing in this section shall be interpreted as invalidating any court order or consent decree which is in force as of the effective date of this section.~~

~~(e) Nothing in this section shall be interpreted as prohibiting action which must be taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to the State.~~

~~(f) For the purposes of this section, "State" shall include, but not necessarily be limited to, the State itself, any city, county, city and county, public university system, including the University of California, community college district, school district, special district, or any other political subdivision or governmental instrumentality of or within the State.~~

~~(g) The remedies available for violations of this section shall be the same, regardless of the injured party's race, sex, color, ethnicity, or national origin, as~~

~~are otherwise available for violations of then-existing California antidiscrimination law.~~

~~(h) This section shall be self-executing. If any part or parts of this section are found to be in conflict with federal law or the United States Constitution, the section shall be implemented to the maximum extent that federal law and the United States Constitution permit. Any provision held invalid shall be severable from the remaining portions of this section.~~

PROPOSITION 17

This amendment proposed by Assembly Constitutional Amendment 6 of the 2019–2020 Regular Session (Resolution Chapter 24, Statutes of 2020) expressly amends the California Constitution by amending sections thereof; therefore, existing provisions proposed to be deleted are printed in ~~strikeout type~~ and new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED AMENDMENTS TO ARTICLE II

First—That Section 2 of Article II thereof is amended to read:

SEC. 2. (a) A United States citizen 18 years of age and resident in this State may vote.

(b) An elector disqualified from voting while serving a state or federal prison term, as described in Section 4, shall have their right to vote restored upon the completion of their prison term.

Second—That Section 4 of Article II thereof is amended to read:

SEC. 4. The Legislature shall prohibit improper practices that affect elections and shall provide for the disqualification of electors while mentally incompetent or imprisoned or on parole *serving a state or federal prison term* for the conviction of a felony.

PROPOSITION 18

This amendment proposed by Assembly Constitutional Amendment 4 of the 2019–2020 Regular Session (Resolution Chapter 30, Statutes of 2020) expressly amends the California Constitution by amending a section thereof; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED AMENDMENT TO ARTICLE II

That Section 2 of Article II thereof is amended to read:

SEC. 2. (a) A United States citizen *who is at least* 18 years of age and *a* resident in this State may vote.

(b) A United States citizen who is 17 years of age, is a resident in this State, and will be at least 18 years of age at the time of the next general election may



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 13, 2020

TO: Mayor and Council Members

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

ISSUE: Active Transportation Grant Program Cycle 5 Application for the La Paz Road Southerly Sidewalk, CIP No. 171

RECOMMENDATION: That the City Council approve the submission to the State of an Active Transportation Program Grant Application for Cycle 5 funding of the La Paz Road Southerly Sidewalk Widening Project adjacent to Valencia Elementary School and authorize the Assistant City Manager/Director of Public Services to sign the application.

SUMMARY:

The State has issued a call for projects for the Active Transportation Program (ATP) Cycle 5 Grant Applications for a variety of pedestrian, bicycle, safe routes to school and similar transportation projects. The ATP applications are due October 15th and require City Council concurrence for submittal of the application. Staff proposes to submit an application under the Safe Routes to School program of the ATP to widen the sidewalk on the La Paz Road frontage of Valencia Elementary School to enhance pedestrian safety, resolve barriers to mobility and to encourage additional persons to walk in this area. The project design and right of way acquisition documents were completed in a prior fiscal year. The Cycle 5 ATP application seeks grant funds for right of way acquisition and construction and, if funded, would allow the project to begin work in Fiscal Year 2021/2022. Approval of the application and authorization to sign the application is recommended.

BACKGROUND:

The State has issued a call for projects for the Active Transportation Program (ATP) Cycle 5 Grant Applications for a variety of pedestrian, bicycle, safe routes to school and similar transportation projects. Staff has prepared an Active Transportation Program Cycle 5, Grant Application for the widening of the La Paz Road Southerly Sidewalk along the frontage of Valencia Elementary School under the Safe Routes to School funding program. This project will increase the width of the sidewalk from four feet to eight feet and eliminate barriers to mobility at this location.

In a previous fiscal year, the City had a Cycle 1 ATP grant for the La Paz Road Sidewalk Widening on both sides of the street easterly of Paseo de Valencia, CIP No. 171. The City funded the design and right of way evaluation of this project. Due to changed conditions that greatly increased the cost of the project, the project did not proceed to right of way acquisition and construction as the State did not offer additional grant funds and would not allow the City to segregate the project components to work within the budget. Consequently, that project was withdrawn from ATP funding.

Staff has concluded that the most cost effective and pedestrian helpful project should focus upon only the widening of the southerly side of La Paz Road from Paso de Valencia to approximately 800' easterly. This project will require right of way acquisition from the Saddleback Valley Unified School District which has provided a letter of support for the project. A retaining wall will be required to construct the widened sidewalk as shown on the attached project concept sketch.

In addition, the Draft ATP Cycle 5 Grant Application is attached. Staff will make minor edits to this application before its submittal deadline of October 15, 2020.

CEQA FINDINGS:

The La Paz Road sidewalk widening project, CIP No. 171, was considered and approved in 2015. At that time, the City concluded that the project was exempt from the California Environmental Quality Act, Public Resources Code Sections 21000 et seq. and Code of Regulations, Title 14, Sections 15000 et seq. ("CEQA"). Specifically, the City found that the project was exempt pursuant to CEQA Guidelines Sections 15301 (Class 1 Existing Facilities), 15302 (Class 2 "Replacement or Reconstruction"), 15303 (Class 3 "New Construction"), 15304 (Class 4 "Minor Alterations to Land"), and 15305 (Class 5 "Minor Alterations in Land Use Limitations"). A Notice of Exemption was filed and posted on November 23, 2015, and is attached. The currently proposed project is a

La Paz Road Southerly Sidewalk ATP Grant Application

October 13, 2020

Page 3

subset of the previously approved project, CIP No. 171. As a result, the current project is within the scope of the previously approved project, and therefore within the City's previously filed and posted exemption determination. No further CEQA analysis is required.

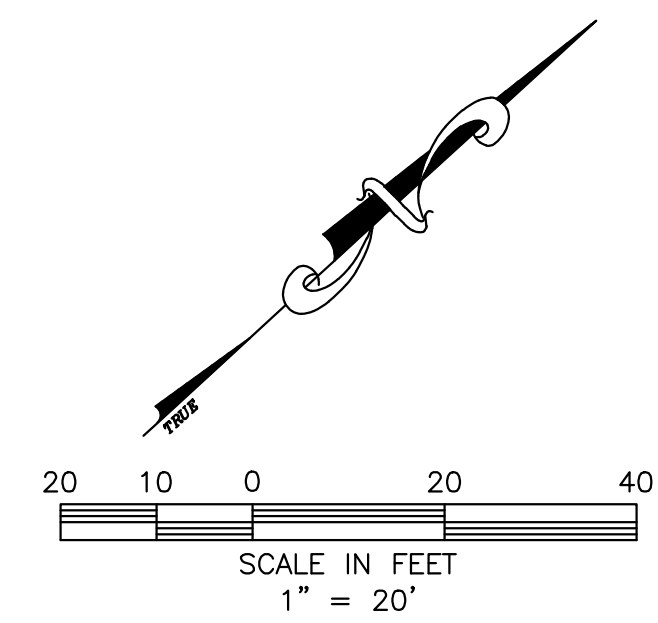
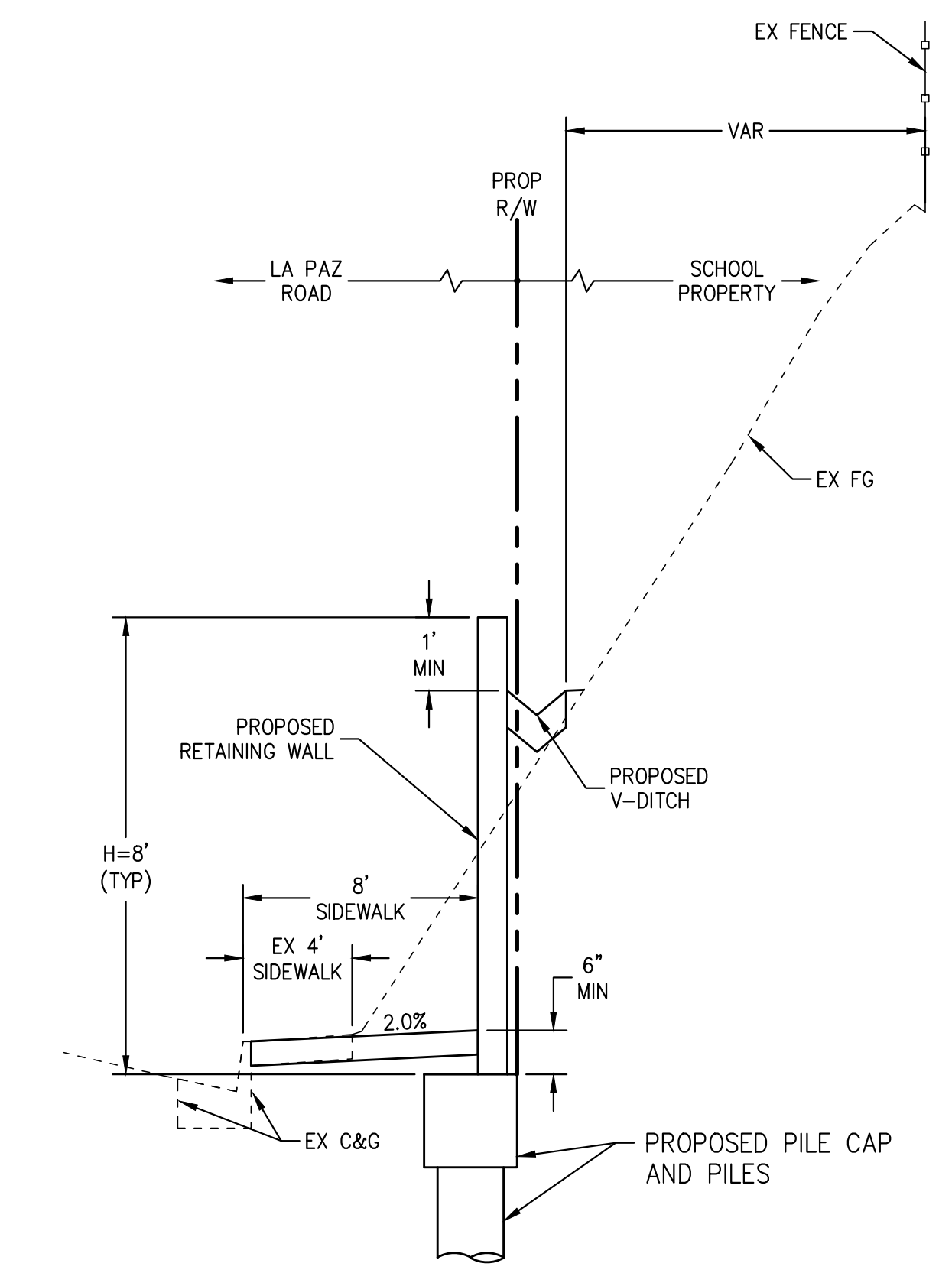
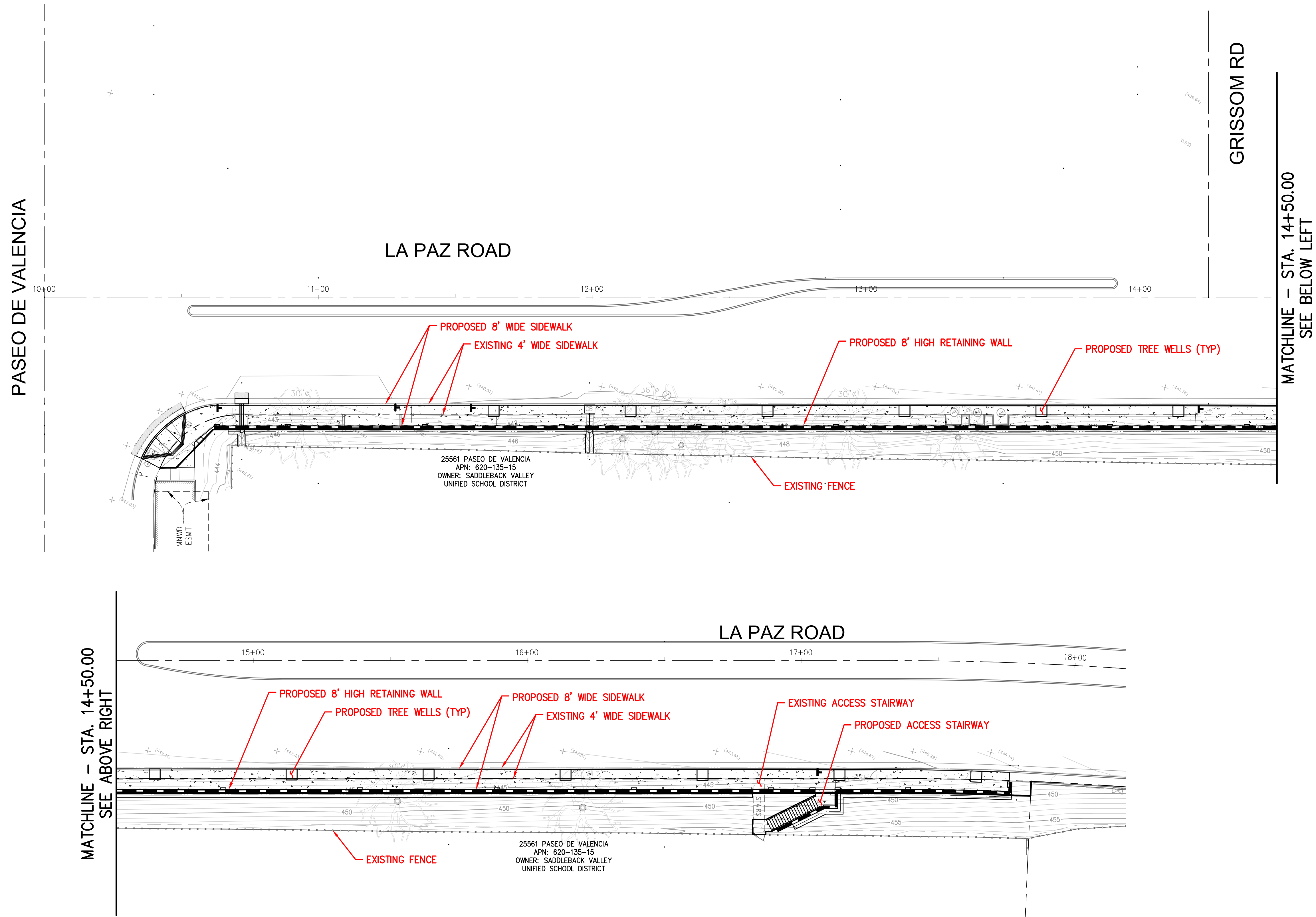
FISCAL IMPACT:

The proposed La Paz Road Southerly Sidewalk Widening Project has a total estimated cost of approximately \$920,000. The ATP grant application seeks 100% State funding for right of way acquisition and construction. An additional City cost of approximately \$50,000 is anticipated as needed for updates to the plans and right of way acquisition documents. This project is not included in the Capital Improvement Program (CIP) Budget and, if grant funds are provided, then the CIP Budget will require amending for work to begin in Fiscal Year 2021/2022.

ATTACHMENTS:

- Project Concept - La Paz Sidewalk
- Draft La Paz Sidewalk ATP Application
- Notice of Exemption - La Paz Road Sidewalk

J:\City of Laguna Hills\16-008 La Paz Rd Sidewalk Widening (CIP #171)\Drawings\Exhibits\ATP Application\Project Concept.dwg



LA PAZ ROAD SIDEWALK IMPROVEMENTS PASEO DE VALENCIA TO CHAMPLAIN ROAD

PREPARED BY:

CNC
ENGINEERING

2121 ALTON PARKWAY, SUITE 200
IRVINE, CA 92606
PHONE (949) 863-0588
FAX (949) 863-0589

Consulting Civil Engineers and Land
Surveyors



For training, resources, and technical assistance that can help with an ATP application, please visit the Active Transportation Resource Center (ATRC) at: <http://caatpresources.org/>

ACTIVE TRANSPORTATION PROGRAM

IMPLEMENTING AGENCY:	Laguna Hills, City of
PROJECT TYPE:	Infrastructure - Small



PROJECT APPLICATION NO.:	12-Laguna Hills, City of-1
PROJECT NAME:	Safe Routes for Students-La Paz Road Southerly Sidewalk Widening
PROJECT DESCRIPTION:	Construct a new 8-ft wide sidewalk, construct retaining wall on piles, modify stairway and drain from adjacent school site, repair landscaping and construct ADA ramps.
PROJECT LOCATION:	Southerly side of La Paz Road from Paseo De Valencia to Champlain Road

ATP FUNDED COMPONENTS

Infrastructure				Non-Infrastructure	Plan
PA&ED	PS&E	R/W	CON		
\$ -	\$ -	\$ 111	\$ 798	\$ -	\$ -
FY -	FY -	FY 21/22	FY 22/23	FY -	FY -

PROJECT FUNDING INFORMATION (1,000s)

Total Project \$	Total ATP \$	Total Non-ATP \$	Past ATP \$	Leveraging \$	Non-Participating \$	Future Local \$
1,006	909	97	-	97	-	-



For training, resources, and technical assistance that can help with an ATP application, please visit the
Active Transportation Resource Center (ATRC) at: <http://caatpresources.org/>

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**Part A1: Applicant Information**

Implementing Agency: This agency must enter into a Master Agreement with Caltrans and will be financially and contractually responsible for the delivery of the project within all pertinent Federal and State funding requirements, including being responsible and accountable for the use and expenditure of program funds. This agency is responsible for the accuracy of the technical information provided in the application and is required to sign the application.

LOCODE:

5468

IMPLEMENTING AGENCY'S NAME:

Laguna Hills, City of

IMPLEMENTING AGENCY'S ADDRESS

24035 El Toro Road

CITY

Laguna Hills

ZIP CODE

CA

92653

IMPLEMENTING AGENCY'S CONTACT PERSON:

Kenneth Rosenfield

CONTACT PERSON'S TITLE:

City Engineer

CONTACT PERSON'S PHONE NUMBER:

949-707-2655

CONTACT PERSON'S EMAIL ADDRESS :

krosenfield@lagunahillsca.gov

Applicants have the opportunity to insert a project picture, agency seal, or other image on the cover page. If you would like to do this, attach the image (*.jpg, *.bmp, *.png, etc.) by clicking in the box.

**MASTER AGREEMENTS (MAs):**

Does the Implementing Agency currently have a MA with Caltrans?



Yes



No

Implementing Agency's Federal Caltrans MA number

12-5468

Implementing Agency's State Caltrans MA number

12-5468

* Implementing Agencies that do not currently have a MA with Caltrans, must be able to meet the requirements and enter into an MA with Caltrans prior to funds allocation. The MA approval process can take 6 to 12 months to complete and there is no guarantee the agency will meet the requirements necessary for the State to enter into a MA with the agency. Delays could also result in a failure to meeting the CTC Allocation timeline requirements and the loss of ATP funding.

Project Partnering Agency:

The "Project Partnering Agency" is defined as an agency, other than Implementing Agency, that will assume the responsibilities for the ongoing operations and maintenance of the improved facility. The Implementing Agency must: 1) ensure the Partnering Agency agrees to assume responsibility for the ongoing operations and maintenance of the improved facility, 2) provide documentation of the agreement (e.g., letter of intent) as part of the project application, and 3) ensure a copy of the Memorandum of Understanding or Interagency Agreement between the parties is submitted with the first request for allocation. For these projects, the Project Partnering Agency's information shall be provided below

Based on the definition above, does this project have a partnering agency?



Yes



No

**Part A2: General Project Information****PROJECT NAME:** (Max of 10 Words) (To be used in the CTC project list)**Words Remaining:** 1

Safe Routes for Students-La Paz Road Southerly Sidewalk Widening

PROJECT / APPLICATION NUMBER: 1**SUMMARY OF PROJECT SCOPE:** (Max of 300 Words)

(Summary of the Existing Condition, Project Scope, the Expected Benefits)

Words Remaining: 69

This is a Safe Routes to School project to enhance pedestrian and elementary school-age children's safe movement to school along a busy arterial highway. The existing sidewalk on the southerly side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the school, as well as parents who drop-off and pick-up their children at this location. The school is located at the busy intersection of La Paz Road and Paseo De Valencia with the only accessible drop-off and pick-up points located on these two arterial highways. The existing sidewalk was constructed 4-ft wide, and due to necessary signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than 4 feet in width. Many elementary school-aged pedestrians travel in groups and the minimal width of this walkway creates a condition wherein pedestrians frequently walk onto this arterial highway to past each other. City of Laguna Hills proposes to widen the sidewalk to 8-ft wide with right of way acquisition and construction of a retaining wall. This will allow a safe path of travel for movement of pedestrians walking in groups, create a safe route to school and meet community needs. A previous project at this location, PPNO 12-217OI, was withdrawn by the Agency due to lack of funding. No State ATP right of way construction funding was utilized.

OUTCOME/OUTPUT: (Max of 35 Words)

This outcome/output will appear on your vote boxes when you allocate for funds with the CTC. (Example: Construction of 4 curb extensions and pedestrian-scale lighting will provide added safety for pedestrians and/or bicyclists at this busy intersection.)

Words Remaining: 2

Construction of an 8-ft wide sidewalk with right of way acquisition and construction of a retaining wall will provide added safety for elementary aged children's safe movement to school along this busy arterial street.

FTIP PROJECT DESCRIPTION: (Max of 180 Characters)**Characters Remaining:** 12

Construct a new 8-ft wide sidewalk, construct retaining wall on piles, modify stairway and drains from adjacent school site, repair landscaping and construct ADA ramps.

PROJECT LOCATION: (Max of 180 characters)**Characters Remaining:** 11

Southerly side of La Paz Road from Paseo De Valencia to Champlain Road

In addition to the Location Description provided, attach a location map to the application. The location map needs to show the project boundaries in relation to the Implementing Agency's boundaries.

Location Map La Paz Sidewalk SRTS.pdf

Project Coordinates: (latitude/longitude in decimal format) Lat. 33.592922 N /long. 117.683572 W**Congressional District(s):** 45**State Senate District(s):** 36**State Assembly District(s):** 73**Caltrans District:** 12**County:** Orange**MPO:** SCAG**RTPA:** None**Urbanized Zone Area (UZA) Population:** Project is located within one of the ten large MPOs



ATP CYCLE 5 APPLICATION FORM

LAPG 22-U (REV 08/2020)

6.2.1.b

12-Laguna Hills, City of

Safe Routes for Students-La Paz Road Southerly Sidewalk Widening

Past Projects: Within the last 10 years, has there been any previous State or Federal ATP, SRTS, SR2S, BTA or other ped/bike funding awarded for a project(s) that are adjacent to or overlap the limits of project scope of this application?

☒ Yes ☐ No If yes, how many previous awards? 1

Project Number	Past Project Funding	Funded Amount \$	Project Type	Type of overlap/connection with past projects (select only one which matches the best)
PPNO 12-217OI	Active Transportation Program (ATP)	\$0	Infrastructure (I)	Adjacent project limits with minor overlapping scope or limits of work

Attachment: Draft La Paz Sidewalk ATP Application (2243 : La Paz Road Southerly Sidewalk ATP Grant Application)

**Part A3: Project Type**

PROJECT TYPE: (Use the drop down menu to select.)

Infrastructure - Small

Indicate any of the following plans that your agency currently has: (Check all that apply)

- ☒ Bicycle Plan ☒ Pedestrian Plan ☐ Safe Routes to School Plan ☐ Active Transportation Plan ☐ None
- ☐ Other plans that include Bicycle and/or Pedestrian Improvements _____

Is your project in a current Plan? ☒ Yes ☐ No

PROJECT SUB-TYPE (check all Project Sub-Types that apply):

- ☐ Bicycle Transportation % of Project 0 %
- ☒ Pedestrian Transportation % of Project 100 %
- ☒ Safe Routes to School (Also fill out Bicycle and Pedestrian Sub-Type information above)

For a project to qualify for Safe Routes to School designation, the project must directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of public school or within the vicinity of a public school bus stop and the students must be the intended beneficiaries of the project. Other than traffic education and enforcement activities, non-infrastructure projects do not have a location restriction.

☐ Trails (Multi-use and Recreational): (Also fill out Bicycle and Pedestrian Sub-Type information above)

How many schools does the project impact/serve: 1

For each school benefited by the project: 1) Fill in the school and student information; and 2) Include the required attachment information.

School Name: Valencia Elementary School

School Address: 25661 Paseo De Valencia, Laguna Hills, CA 92691

District Name: Saddleback Valley Unified School District

District Address: 25631 Peter A. Hartman Way, Mission Viejo, CA 92691

Co.-Dist.-School Code: 30-73635-6066872

School Type: to

Project improvements maximum distance from school 0.10 mile

Total student enrollment: 587

Approximate # of students living along route proposed for improvement: 230

Percentage of students eligible for free or reduced meal programs** 14 %

**Refer to the California Department of Education website: <https://www.cde.ca.gov/ds/sd/sd/documents/frpm1920.xlsx>

NOTE: Use the value from Column V only! The School Name is in Column G, the Enrollment is in Column R.

Attach the following: A) a map which clearly shows: 1) the student enrollment area, 2) the locations and limits of the proposed project improvements; and B) the contact information/person for the school, and a short statement of support combined with the signature of the school official.

A3 - Student Enroll - Proj Loc - Contact - Support.pdf

**Part A4: Project Details**

Indicate the project details included in the project/program/plan.

Note: When quantifying the amount of Active Transportation improvements proposed by the project, **do not double-count the improvements** that benefit both Bicyclists and Pedestrians (i.e. new RRFB/Signal should only show as a Pedestrian or Bicycle Improvement).

☐ **Bicycle Improvements**☒ **Pedestrian Improvements**

What % of the PEDESTRIAN related project cost are going towards closing a "Gap" in infrastructure? 0 %

(As opposed to cost going towards "improving" existing pedestrian infrastructure.)

Sidewalks:	New (4' to 8' wide): <u>0</u> Linear Feet	New (over 8' wide): <u>0</u> Linear Feet
	Widen Existing: <u>720</u> Linear Feet	Reconstruct/Enhance Existing: <u>0</u> Linear Feet
	New Barrier Protected (Barrier, parking, functional-planter, etc.): <u>0</u> Linear Feet	
ADA Ramp Improvements:	New Ramp (none exist): <u>0</u> Number	Reconstruct Ramp to Standard: <u>1</u> Number
Signalized Intersections:	New Crosswalk: <u>0</u> Number	Enhance Existing Crosswalk: <u>0</u> Number
	Ped-Heads: <u>0</u> Number	Shorten Crossing: <u>0</u> Number
	Timing Improvements: <u>0</u> Number	
Un-Signalized Intersections:	New Traffic Signal: <u>0</u> Number	New Roundabout: <u>0</u> Number
	New RRFB/Signal: <u>0</u> Number	Crossing-Surface Improvements: <u>0</u> Number
	Shorten Crossing: <u>0</u> Number	
Mid-Block Crossing:	New RRFB/Signal: <u>0</u> Number	Crossing-Surface Improvements: <u>0</u> Number
Lighting:	Intersection: <u>0</u> Number	Roadway Segments: <u>0</u> Linear Feet
Pedestrian Amenities:	Benches: <u>0</u> Number	Trash Cans: <u>1</u> Number
	Shade Trees: <u>13</u> Number	Shade Tree Type: _____
Other Ped Improvements:	#1: <u>Bus Stop with Bench</u> #: <u>1</u>	#2: <u>Staircase Access to School</u> #: <u>1</u>

☐ **Multi-use Trail Improvements**☐ **Vehicular-Roadway Traffic-Calming Improvements**☐ **Non-Infrastructure Components**☐ **Plan Type (only intended for Plans)**

**Right of Way (R/W) Impacts** (Check all that apply)

- ☐ Project is 100% within the Implementing Agency's R/W and/or is within their control at the time of this application submittal.
(This includes temporary construction easements)
- ☐ Project will likely require R/W in fee ownership, permanent easements and/or temporary construction easements from private owners and/or will require utility relocations from utility companies outside that implementing agency's governmental control.
- ☐ Project will likely encroach into Caltrans R/W requiring easements, encroachment permits and/or other approvals.
- ☒ Project will likely require R/W, Easements, encroachment and/or approval involving Governmental (excluding Caltrans - as Caltrans impacts are documented above), Environmental, or Railroad owner's property.

**See the application instructions for more details on the required coordination and documentation from these agencies.*

Attach a letter of support or neutrality from each separate agency. Combine all letters in one pdf attachment.

A4 - Agency Support Letters LP Sidewalk.pdf

The following information should be based on specific prior coordination and agreement between the agencies:

What is the total additional months needed (all project phases) for all of these agencies to complete their required oversight responsibilities and to complete any required actions that are necessary based on the expected R/W impacts? 12

Has the project schedule been developed to account for this time? Yes

- ☐ Program/Plan will likely have an open street/demonstration on state highway.

**Part A5: Project Schedule**

- NOTES: 1) Per CTC Guidelines, all project applications must be submitted with the expectation of receiving federal funding and therefore the schedule below must account for the extra time needed for federal project delivery requirements and approvals, including a NEPA/ environmental clearance and for each CTC allocation there must also be a Notice to Proceed with Federally Reimbursable work.
- 2) Prior to estimating the durations of the project delivery tasks (below), applicants are highly encouraged to review the appropriate chapters of the Local Assistance Procedures Manual and work closely with District Local Assistance Staff.
- 3) The proposed CTC Allocation dates must be between July 1, 2021 and June 30, 2025 to be consistent with the available ATP fun for Cycle 5.

INFRASTRUCTURE PROJECTS:**PA&ED Project Delivery Phase:**Will ATP funds be used in this phase of the project? ☐ Yes ☒ No

Expected or Past Start Date for PA&ED activities:

11/23/2015

Time to complete the separate CEQA & NEPA studies/approvals:

0 months (See note #2, above)

Expected or Past Completion Date for the PA&ED Phase:

11/23/2015

* Applications showing the PA&ED phase as complete, must include/attach the signature pages for the CEQA and NEPA documents which include project descriptions covering the full scope.

Notice of Expemption (CEQA Clearance) La Paz Road Sidewalk 23Nov2015.pdf

PS&E Project Delivery Phase:Will ATP funds be used in this phase of the project? ☐ Yes ☒ No

Expected or Past Start Date for PS&E activities:

2/23/2016

Time to complete the final Plans, Specification & Estimate:

0 months

Expected or Past Completion Date for the PS&E Phase:

2/23/2016

* Applications showing the PS&E phase as complete, must include/attach the signed & Stamped Title Sheet for the plans and approval page of the specifications.

Plan Title Sheet.pdf

Right of Way Project Delivery Phase:Will ATP funds be used in this phase of the project? ☒ Yes ☐ No**Proposed CTC "R/W Allocation" Date:**

7/1/2021

Notice to Proceed with Federally Reimbursable ATP Work:

8/30/2021

Expected or Past Start Date for R/W activities:

9/1/2021

Time to complete the R/W Engineering, Acquisition, and Utilities:

12 months

Expected or Past Completion Date for the R/W Phase:

8/27/2022

* PS&E and Right of Way phases can be allocated at the same CTC meeting.

* Applications showing the R/W phase as complete, must include/attach the Caltrans approved R/W Certification.

Construction Project Delivery Phase:Will ATP funds be used in this phase of the project? ☒ Yes ☐ No**Proposed CTC "CON Allocation" Date:**

8/29/2022

Notice to Proceed with Federally Reimbursable ATP Work:

10/28/2022

Expected Start Date for Construction activities:

10/31/2022

Time to complete the Construction activities:

12 months

Expected or Past Completion Date for the CON Phase:

10/26/2023

Attachment: Draft La Paz Sidewalk ATP Application (2243 : La Paz Road Southerly Sidewalk ATP Grant Application)

**Part A6: Project Funding**

(1,000s)

Project Phase	Total Project Costs	Total ATP Funding	ATP Allocation Year *	Total Non-ATP Funding **	Non-Participating Funding	"Prior" ATP Funding	Leveraging Funding	Future Local Identified Funding
PA&ED	-	-		-	-	-	-	-
PS&E	61	-		61	-	-	61	-
R/W	147	111	21/22	36	-	-	36	-
CON	798	798	22/23	-	-	-	-	-
NI-CON/PLAN	-	-		-	-	-	-	-
TOTAL	1,006	909		97	-	-	97	-

* The CTC Allocation-Year is calculated based on the information entered into the "Project Schedule" section.

** Applicants must ensure that the "Total Non-ATP Funding" values show in this table match the overall Non-ATP Funding values they enter into Page 2 of the PPR (later in this form)

ATP FUNDING TYPE REQUESTED:

Per the CTC Guidelines, all ATP projects must be eligible to receive federal funding. Most ATP projects will receive federal funding; however, it is the intent of the Commission to consolidate the allocation of federal funds to as few projects as practicable. Therefore, the smallest projects may be granted State Funding from the State Highway Account (SHA) for all or part of the project. Agencies with projects under \$1M, especially ones being implemented by agencies who are not familiar with the federal funding process, are encouraged to request State funding.

Do you believe your project warrants receiving state-only funding? ☒ Yes ☐ No

If "Yes", provide a brief explanation. (Max of 50 Words)

Words Remaining: 4

The Project Site is not on/adjacent to any State owned roadways, will not impact waters of the United States and the Project is not listed on STIP. The Project is eligible for state-only funding. State-only funding will allow this already designed project to quickly be implemented.

If "Yes", applicants requesting SHA must also attach an ["Exhibit 22-F"](#)

Exhibit 22-F La Paz Sidewalk.pdf

ATP PROJECT PROGRAMMING REQUEST (PPR):

Using the Project Schedule, Project Funding, and General Project information provided, this electronic form has automatically prepared the following PPR pages. Applicants must review the information in the PPR to confirm it matches their expectations.



ATP CYCLE 5 APPLICATION FORM

LAPG 22-U (REV 08/2020)

6.2.1.b

12-Laguna Hills, City of-1

Safe Routes for Students-La Paz Road Southerly Sidewalk Widening

Amendment (Existing Project) Y ☐ N ☒					Date: 9/7/2020	
District	EA	Project ID		PPNO	MPO ID	Alt Project. ID/prg.
12						ATP
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
ORA	La Paz Road			Laguna Hills, City of		
				MPO	Element	
				SCAG	Local Assistance	
Project Manager/Contact		Phone		E-mail Address		
Kenneth Rosenfield		(949) 707-2655		krosenfield@lagunahillsca.gov		
Project Title						
Safe Routes for Students-La Paz Road Southerly Sidewalk Widening						
Location (Project Limits), Description (Scope of Work)						
Southerly side of La Paz Road from Paseo De Valencia to Champlain Road						
Component		Implementing Agency				
PA&ED		Laguna Hills, City of				
PS&E		Laguna Hills, City of				
Right of Way		Laguna Hills, City of				
Construction		Laguna Hills, City of				
Legislative Districts						
Assembly:	73	Senate:	36	Congressional:	45	
Project Benefits (If more space is needed, use the Additional Information field on the next page.)						
The project will remove barriers to mobility and allow a safe path of travel for movement of pedestrians walking in groups, create a Safe Route to School for children's movement to Valencia Elementary School on a busy arterial street and meet community needs as well as improve access to an OCTA bus stop and transit mode choice.						
Purpose and Need						
This is a Safe Routes to School project to enhance pedestrian and elementary school-aged children's safe movement to school along a busy arterial highway. The existing sidewalk on the southerly side of La Paz Road is used by students of Valencia Elementary School who live with						
Category		Outputs/Outcomes		Unit	Total	
Local Streets and Roads		Pedestrian/Bicycle facilities miles constructed		Feet	720	
ADA Improvements: Y ☒ N ☐ Bike/Ped Improvements: Y ☒ N ☐ Reversible Lane Analysis: Y ☐ N ☒						
Inc. Sustainable Communities Strategy Goals: Y ☐ N ☒ Reduces Greenhouse Gas Emissions: Y ☒ N ☐						
Project Milestone				Existing	Proposed	
Project Study Report Approved				7/18/2018		
Begin Environmental (PA&ED) Phase					11/23/2015	
Circulate Draft Environmental Document (Document Type)				CE		
Draft Project Report						
End Environmental Phase (PA&ED Milestone)					11/23/2015	
Begin Design (PS&E) Phase					2/23/2016	
End Design Phase (Ready to List for Advertisement Milestone)					2/23/2016	
Begin Right of Way Phase					9/1/2021	
End Right of Way Phase (Right of Way Certification Milestone)					8/27/2022	
Begin Construction Phase					10/31/2022	
End Construction Phase					10/26/2023	
Begin Closeout Phase						
End Closeout Phase (Closeout Report)						

Attachment: Draft La Paz Sidewalk ATP Application (2243 : La Paz Road Southerly Sidewalk ATP Grant Application)

**Additional Information****Date:** 9/7/2021

Purpose and Need (Continued from Page 11)

walking distance of the school, as well as parents who drop-off and pick-up their children at this location. The school is located at the busy intersection of La Paz Road and Paseo De Valencia with the only accessible drop-off and pick-up points located on these two arterial highways. Eliminating drop-off/pick-up at the school on La Paz Road is not feasible considering the significant congestion already occurring during peak drop-off and pick-up times at the small main entrance to the school on Paseo De Valencia. The existing sidewalk was constructed 4 feet wide, and due to necessary signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than 4 feet in width. Many elementary school-aged pedestrians travel in groups and the minimal width of this walkway creates a condition wherein pedestrians frequently walk onto the arterial highway to past each other. City of Laguna Hills proposes to widen the sidewalk to 8 feet wide with right of way acquisition and construction of a retaining wall. This will allow a safe path of travel for movement of pedestrians walking in groups, create a safe route to school and meet community needs.



Exhibit 22-G Project Programming Request (PPR)

Date: 9/7/2020

Project Information:

Project Title:	Safe Routes for Students-La Paz Road Southerly Sidewalk Widening				
District	County	Route	EA	Project ID	PPNO
12	Orange	0			

Funding Information:

DO NOT FILL IN ANY SHADED AREAS

Proposed Total Project Cost (\$1,000s)

Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Notes:
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	61	0	0	0	0	0	0	61	
R/W	0	0	147	0	0	0	0	147	
CON	0	0	0	798	0	0	0	798	
TOTAL	61	0	147	798	0	0	0	1,006	

ATP Funds		Infrastructure Cycle 5							Program Code
		Proposed Funding Allocation (\$1,000s)							20.30.720
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	111	0	0	0	0	111	
CON	0	0	0	798	0	0	0	798	
TOTAL	0	0	111	798	0	0	0	909	

ATP Funds		Non-Infrastructure Cycle 5							Program Code
Proposed Funding Allocation (\$1,000s)									20.30.720
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

ATP Funds		Plan Cycle 5							Program Code	
Proposed Funding Allocation (\$1,000s)									20.30.720	
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans	
PS&E	0	0	0	0	0	0	0	0	Notes:	
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		

ATP Funds		Previous Cycle							Program Code	
Proposed Funding Allocation (\$1,000s)										
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans	
PS&E	0	0	0	0	0	0	0	0	Notes:	
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		



Exhibit 22-G Project Programming Request (PPR)

Date: 9/7/2020

Project Information:

Project Title:	Safe Routes for Students-La Paz Road Southerly Sidewalk Widening				
District	County	Route	EA	Project ID	PPNO
12	Orange	0			

Summary of Non-ATP Funding

The Non-ATP funding shown on this page must match the values in the Project Funding table.

Fund No. 2:	Local Funds								Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Laguna Hills, City of
PS&E	61	0	0	0	0	0	0	61	Notes:
R/W	0	0	36	0	0	0	0	36	
CON	0	0	0	0	0	0	0	0	
TOTAL	61	0	36	0	0	0	0	97	

Fund No. 3:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 4:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Notes:
PS&E	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 5:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Notes:
PS&E	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 6:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 7:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	20/21	21/22	22/23	23/24	24/25	25/26+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

**Part A7: Funding Criteria**

The following Funding Criteria are requirements for applications to be considered for ATP funding. Failure to demonstrate a project meets these criteria will result in the disqualification of the application.

1. Demonstrated fiscal needs of the applicant:

- **Is all or part of the project currently (or has it ever been) formally programmed in an RTPA, MPO and/or Caltrans funding program?** ☒ Yes ☐ No

If "Yes", explain why the project is not considered "fully funded". (Max of 200 Words)

Words Remaining:

A previously awarded ATP Cycle 1 grant for project, PPNO 12-217OI, was withdrawn by the City of Laguna Hills due to unanticipated geotechnical conditions, substantial increases in right of way acquisition costs and a lack of funding. No previous ATP project funds were utilized for right of way acquisition or construction. The City absorbed the cost for PAED and PS&E. The scope of work for the previously awarded grant consisted of approximately 800 feet of sidewalk on both sides of La Paz Road. The City has since determined widening the sidewalk only on the southerly side of La Paz Road, adjacent to Valencia Elementary School, is the highest priority and would be a more cost effective and utilitarian use of the Safe Routes to School Program funding. The proposed sidewalk widening will not only enhance the safe route to school for the elementary school-aged pedestrians but will also enhance access for all pedestrians transiting this location. This will enhance pedestrian safety, and increase use for purpose and recreation. This project is also expected to reduce the use of motor vehicles to transport children to the school and will result in a commensurate reduction in greenhouse gas emissions.

- **Are any elements of the proposed project directly or indirectly related to the intended improvements of a past or future development or capital improvement project?** ☒ Yes ☐ No

If "Yes", explain why the other project cannot fund the proposed project. (Max of 200 Words)

Words Remaining:

The City of Laguna Hills funded the PS&E and right of way engineering for this project. These costs are identified as leveraged funding for the current project application. The PS&E and right of way engineering will be utilized, modified as needed, to implement the current project at no cost to the State or the ATP. The requested funding is for completion of the right of way acquisition and for project construction.

- **Are adjacent properties undeveloped or under-developed where standard "conditions of development" could be placed on future adjacent redevelopment to construct the proposed project improvements?** ☐ Yes ☒ No

2. Consistency with an adopted regional transportation plan:

- **Is the project consistent with the relevant adopted regional transportation plan that has been developed and updated pursuant to Government Code Section 65080?** ☒ Yes ☐ No

If "Yes", the applicant must provide that portion of Regional Transportation Plan showing that the proposed project is consistent. Attach a copy of ONLY the following elements of the plan: cover page and pages linking the proposed project to the plan. Highlighted and/or mark the attachment to clearly identify the connection.

RTP2016Consistency - La Paz Sidewalk SRTS.pdf

Note: Projects not providing proof will be disqualified and not be evaluated.

3. Is the Implementing Agency Caltrans?

☐ Yes ☒ No

Attachment: Draft La Paz Sidewalk ATP Application (2243 : La Paz Road Southerly Sidewalk ATP Grant Application)

**Part B: Narrative Questions****Question #1****QUESTION #1****DISADVANTAGED COMMUNITIES (0-10 POINTS)**☐ This project does not qualify as a Disadvantaged Community.**A. Map of Project Boundaries, Access and Destination (0 points): Required**

Provide a scaled map showing the boundaries of the proposed project/program/plan, the geographic boundaries of the disadvantaged community, and disadvantaged community access point(s) and destinations that the project/program/plan is benefiting.

AB 1550 Low Income Area - SCAG EJA - OCTA Disadvantaged Com (LP Sidewalk).pdf

B. Identification of Disadvantaged Community: (0 points)

Select one of the following 5 options. Must provide information for all Census Tract/Block Group/Place Number that the project affects.

- **Median Household Income**
- **CalEnviroScreen**
- **Free or Reduced Priced School Meals** - Applications using this measure must demonstrate how the project benefits the school students in the project area.
- **Healthy Places Index**
- **Other**

Select Option: Other

Other

- Projects located within Federally Recognized Tribal Lands (typically within the boundaries of a Reservation or Rancheria?)

☐ Yes ☒ No

- If a project applicant believes a project benefits a disadvantaged community but the project does not meet the aforementioned criteria due to a lack of accurate Census data or CalEnviroScreen data that represents a small neighborhood or unincorporated area, the applicant must submit for consideration a quantitative assessment to demonstrate that the community's median household income is at or below 80% of that state median household income. (Max of 100 Words) **Words Remaining:** 24

This project is within 1 mile of an extensive AB1550 Low Income Community as shown on the map attached in "A" above. This same community is identified by SCAG as an Environmental Justice Area (2012) and OCTA has included it in their Disadvantaged Community overview of Orange County. The La Paz Sidewalk Widening will be available to this community for access to public facilities, businesses, commercial and medical offices and an OCTA bus stop for transit.

- **Regional definition:** For the statewide and small urban & rural competitive portions of the Active Transportation Program a regional definition of disadvantaged communities must be adopted as part of a regular 4-year cycle adoption of a Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) by an MPO or RTPA per obligations with Title VI of the Federal Civil Rights Act of 1964. Any regional definition, such as "environmental justice communities" or "communities of concern," must document a robust public outreach process that includes the input of community stakeholders, and be stratified based on severity. If the applicant believes a project benefits a disadvantaged community based on an adopted regional definition, the applicant must submit for consideration the regional definition, as well as how their specific community qualifies under that definition. (Max of 200 Words) **Words Remaining:** 17

The CTC has approved the SCAG RTP/SCS for regional designations of disadvantaged communities. SCAG has identified the above mentioned AB1550 Low Income Community as also being an Environmental Justice Area.

C. Direct Benefit: (0 - 4 points)

1. Explain how the project closes a gap, provides connections to, and/or addresses a deficiency in an active transportation network and how the improvements meet an important need of the disadvantaged community. Address any issues of displacement that may occur as a result of this project, if applicable. (Max of 500 Words) **Words Remaining:** 34

The existing sidewalk was constructed 4 feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than 4 feet in width. Many pedestrians travel this sidewalk in groups and the minimal width of the walkway creates a condition wherein elementary school-aged pedestrians frequently walk onto the arterial highway of La Paz Road pass each other. By resolving this mobility deficiency, additional pedestrian activity will be encouraged. The City of Laguna Hills proposes to widen the sidewalk to 8 feet wide with right of way acquisition and construction of a retaining wall. This will allow a safe path of travel for bi-directional movement of pedestrians walking in groups, create a safe route to school and meet community need. This project will encourage walking for purpose and recreation and will decrease the use of motor vehicles causing a commensurate



ATP CYCLE 5 APPLICATION FORM

LAPG 22-U (REV 08/2020)

6.2.1.b

12-Laguna Hills, City of-I

Safe Routes for Students-La Paz Road Southerly Sidewalk Widening

reduction in greenhouse gas emissions.

D. Project Location: (0 - 2 points)

Is your project located within a disadvantaged community? No portion with a DAC

E. Severity: (0 - 4 points)

Auto calculated

Attachment: Draft La Paz Sidewalk ATP Application (2243 : La Paz Road Southerly Sidewalk ATP Grant Application)

**Part B: Narrative Questions****Question #2****QUESTION #2**

POTENTIAL FOR INCREASED WALKING AND BICYCLING, ESPECIALLY AMONG STUDENTS, INCLUDING THE IDENTIFICATION OF WALKING AND BICYCLING ROUTES TO AND FROM SCHOOLS, TRANSIT FACILITIES, COMMUNITY CENTERS, EMPLOYMENT CENTERS, AND OTHER DESTINATIONS; AND INCLUDING INCREASING AND IMPROVING CONNECTIVITY AND MOBILITY OF NON-MOTORIZED USERS. (0-52 POINTS)

Safe Routes to School projects: The following information related to the Safe Routes to School Projects data was already entered in p 3 of the application.

School	Total Student Enrollment	Approx. # of Students Living Along School Route Proposed
Valencia Elementary School	587	230
Total	587	230

A. Statement of project need. Describe the issue(s) that this project will address. How will the proposed project benefit the non-motorized users? What is the project's desired outcome and how will the project best deliver that outcome? **(0-26 points)**

Discuss:

- Destinations and key connectivity the project will achieve
- How the project will increase walking and/or biking
- The lack of mobility if applicable - Does the population have limited access to cars? bikes? and transit?
 - Does the project have an unserved or underserved demand?
- The **local** health concern responses should focus on:
 - Specific local public health concerns, health disparity, and/or conditions in the built and social environment that affect the project community and can be addressed through the proposed project. Please provide detailed and locally relevant answer instead of general descriptions on the health benefits of walking and biking (i.e. "walking and biking increase physical activity").
 - Local public health data demonstrating the above public health concern or health disparity. Data should be at the smallest geography available (state or national data is not sufficient). One potential source is the Healthy Places Index (HPI) (<http://healthyplacesindex.org>)
- For combined I/N/I projects: Discuss need for an encouragement, education, and/or enforcement program. **Words Remaining:** 46

This project will address pedestrian safety and accessibility and encourage additional persons to shift mode choice to walking. This project will address barriers to mobility by enhancing pedestrian and elementary school-aged children's movement to school. The existing sidewalk on the southerly side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the school, as well as parents who drop-off and pick-up their children at this location, as well as other pedestrians seeking access to the adjacent OCTA bus stop. The existing sidewalk was constructed 4 feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than 4 feet in width. This condition creates an obvious barrier to mobility as has been observed at this site. The effective narrow width of the sidewalk deters active walking and limits access of elementary school-aged children to Valencia Elementary School and also limits access to an OCTA bus stop. The proposed project to widen the sidewalk to 8 feet wide will resolve this barrier, enhance safety and increase walking for both recreation and access to the school. The Healthy Places Index (HPI) tract 423.07 adjacent to the project has a HPI of 62.2 reflecting a need for improvement. There is a need for more physical activity for the elementary school-aged children as well as within the general public. The OC Community Indicators 2018 reflects 29% of students in the Saddleback Valley Unified School District are overweight or obese indicating a significant need to increase physical activity (http://occhildrenandfamilies.com/wp-content/uploads/2019/09/CommIndicators_Report_091219-WEB.pdf). This project will aid in increasing the needed physical activity for elementary school-aged pedestrians as well as the general public and encourage pedestrian mode choice.

B. Describe how the proposed project will address the active transportation need: (0-27 points)

What type of active transportation need will the proposed project directly address (select one or more) of the following elements and discuss how the project will be meeting the identified need.



ATP CYCLE 5 APPLICATION FORM

LAPG 22-U (REV 08/2020)

1. Proposed project address:

• Closure of a gap?

Gap closure = Construction of a missing segment of an existing facility in order to make that facility continuous.

• Creation of new routes?

New Route = Construction of a new facility that did not previously exist that provides a transportation route.

• Removal of barrier to mobility?

Describe the type of barrier.

• Other improvements to existing routes?

(Max of 400 words)

Words Remaining: 12

This is a Safe Routes to School project to remove barriers to mobility by enhancing pedestrian and elementary school-age children's access and movement to school. The existing sidewalk on the southerly side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the school, as well as parents who drop-off and pick-up their children at this location. The existing sidewalk was constructed 4 feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than 4 feet in width. This condition creates an obvious barrier to mobility as has been observed at this site, and is not conducive to parents feeling comfortable or safe allowing their children to walk or ride bikes to school they have the ability to pick-up and drop-off their child themselves. Currently, many parents drive their children to school and this new wider sidewalk access may encourage many of them to allow their children to walk or ride their bikes to school along what will be considered an inviting and functional access. This will reduce green house gas emissions. The pedestrians will be at a safer distance from a busy arterial highway and will feel more comfortable transiting this area. The school is a destination point for parents and students which is accessed from this sidewalk. The sidewalk also joins other contiguous sidewalk portions allowing pedestrians a healthy mode of travel from business, retail, medical office and area commercial centers from the adjacent residential areas as well provides access to transit at an OCTA bus stop at this location.

2. Must provide a map identifying the location of each: gap closures and connections; the new routes; and the barriers and improvements

Project Location & Limits La Paz Sidewalk Widening.pdf

3. Referencing this map, describe the existing route(s) that currently connect the affected transportation related and community identified destinations and why the route(s) are not adequate. (Max of 200 words)

Words Remaining: 4

The attached map reflects the proposed project location on the southerly side of La Paz Road, which is also the westerly boundary of Valencia Elementary School. Many elementary-school aged children that live within walking distance in the residential areas surrounding the school use this route to access the school, as well as parents who drop-off and pick-up their children at this location. The school is located at the busy intersection of La Paz Road and Paseo De Valencia with the only accessible drop-off and pick-up points located on these two arterial highways. Eliminating drop-off/pick-up at the school on La Paz Road is not feasible considering significant congestion already occurring during peak drop-off and pick-up times at the small main entrance to the school located on Paseo De Valencia. The existing sidewalk was constructed 4 feet wide, and due to necessary signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than 4 feet in width. This condition creates an obvious barrier to mobility as has been observed at this site, and is not conducive to parents feeling safe allowing their children to walk or ride their bikes to school.

4. Referencing this map, describe how the project links or connects, or encourages use existing routes to transportation-related and community identified destinations where an increase in active transportation modes can be realized, including but not limited to: school facilities, transit facilities, community, social service or medical centers, employment centers, high density or affordable housing, regional, State or national trail system, recreational and visitor destinations or other community identified destinations. Specific destinations must be identified.

- For combined I/NI projects: discuss how the encouragement, education, and/or enforcement program will help address the needs.

(Max of 400 words)

Words Remaining: 19

The attached map reflects the proposed project location on the southerly side of La Paz Road, which is also the westerly boundary of Valencia Elementary School. Widening the sidewalk in this location will remove barriers for access and efficient walking to and from the school, and allow the non-school age population the ability to comfortably walk this section of sidewalk and access an OCTA bus stop for transit mode travel. This widened sidewalk will encourage more persons, and parents of school-age children, to walk. Currently, many parents drive their children to school and this new, wider access will encourage many of them to allow their children walk or ride their bikes to school along what will be considered an inviting and functional access. This will reduce green house gas emissions. The pedestrians will be further from a busy arterial highway and will feel more comfortable transiting this area. The school is a destination point for parents and students which is accessed from this sidewalk. The sidewalk also joins other contiguous sidewalk portions allowing pedestrians a healthy mode of travel from business, retail, medical office and area commercial centers from the adjacent residential areas as well as provides access to transit at an OCTA bus stop at this location.

**Part B: Narrative Questions****Question #3****QUESTION #3**

POTENTIAL FOR REDUCING THE NUMBER AND/OR RATE OF PEDESTRIAN AND BICYCLIST FATALITIES AND INJURIES, INCLUDING THE IDENTIFICATION OF SAFETY HAZARDS FOR PEDESTRIANS AND BICYCLISTS. (0-25 POINTS)

- A. Describe the project location's history of pedestrian and bicycle collisions resulting in fatalities and injuries to non-motorized users, which this project will mitigate. (12 points max)**

Applicants are encouraged to use the new UC Berkeley SafeTREC TIMS tool which was specifically designed for the ATP to produce these documents in an efficient manner. Applicants with access to alternative collision data tools and training can utilize their choice of methods/tools. Applicants must respond to question 1 or 2, and have the option to respond to both.

1. For applications using the TIMS ATP tool, attach the following:
 - a. **Collision Heat-map of the area surrounding the project limits - demonstrating the relative collision history of the project limits in relation to the overall jurisdiction/community's collision history**
 - b. **Project Area Collision Map - identifying the past crash locations within the project limits**
 - c. **Collision Summaries and collision lists/reports - demonstrating collision trends, collision types, and collision details**
 - d. **For a Combined I/NI project - If the NI project area is different than the infrastructure portion, the applicant may attach related heat-maps, etc in Attachment J**

Combine the various maps/summaries into one PDF file and attach it in the field below.

TIMS_ATP_Orange_Laguna Hills_2020_09_15.pdf

2. Applications that do not have the collision data above OR that prefer to provide additional collision data and/or safety in a different format can provide this data below. (Examples include: Collision Rates, Community Observations, Surveys, Street Story (<https://streetstory.berkeley.edu/>), Crowd Source, etc.)

The data and corresponding methodologies can be included in written/text form and/or via a separate attachment in the field below.

(Max of 200 Words) (optional)

Words Remaining:

Data and methodologies Attachment (optional)

3. From the project-area collision summaries/data provided in questions 1 and/or 2, enter the total reported pedestrian and/or bicycle collisions using the most recent 5 to 11 years of available data:

How many years of collision data were used in the Heat Maps and collision summaries:

# of Crashes	Pedestrian	Bicycle	Total	Average Per Year
Fatalities	0	2	2	0.4
Injuries	15	18	33	6.6
Total	15	20	35	7



4. Referencing the project-area collision summaries/data provided in questions 1 and/or 2, discuss the extent to which the proposed project limits represents one of the agency's top priorities for addressing ongoing safety and discuss how the proposed safety improvements correspond to the types and locations of the past collisions. (e.g. sidewalks, bike lanes, lighting, bulb-outs, signals/barriers, etc.)

For Projects with Non-Infrastructure elements (Combined I/NI projects):

As appropriate, describe how the NI program elements:

- educates bicyclists, pedestrians, and/or drivers about safety hazards for pedestrians and bicyclists; and
- encourages safe behavior, including through enforcement.

(Max of 700 Words)

Words Remaining: 577

The area heat maps reveal a significant and repetitive occurrence of pedestrian accidents in the general area of the project. While no pedestrian accidents were noted at the specific project site location, a bicycle collision did occur in 2017. The concentration of elementary school-aged pedestrians at this location that walk and bike to school is also a concern. Given the barriers to mobility at this project location, it has been observed that pedestrians and vehicles are interacting when pedestrians step off the curb due to constrained sidewalk space and motorists pulling over to the curb to drop-off and pick-up students of the school at this location. This project will create an enhanced access for pedestrian mobility at this location and eliminate pedestrian/vehicle conflicts.

B. Safety Countermeasures (13 points max)

Referencing the information provided in Part A, demonstrate how the proposed countermeasures directly address (one or more of the following underlying factors that are contributing to the occurrence (or potential occurrence) of pedestrian and/or bicyclist collisions.

- Reduces speed and/or volume of motor vehicles in the proximity of non-motorized users
- Improves sight distance and/or visibility between motorized and non-motorized users
- Eliminates potential conflict points between motorized and non-motorized users, including creating physical separation between motorized and non-motorized users
- Improves compliance with local traffic laws for both motorized and non-motorized users
- Addresses inadequate vehicular traffic control devices
- Addresses inadequate or unsafe bicycle facilities, trails, crosswalks and/or sidewalks
- Eliminates or reduces behaviors that lead to collisions involving non-motorized users

(Max of 1500 Words)

Words Remaining: 1214

This project will reduce the volume of motor vehicles in the proximity of non-motorized users (point a.) by providing a new, wider sidewalk access that will encourage many parents that currently drive their children to school, and drop-off and pick-up in this location to allow their children to walk or ride their bikes to school instead. It will also eliminate potential conflict points (point c.) between pedestrians and vehicles by providing adequate space for the pedestrians to traverse this currently narrow sidewalk area. The widened sidewalk will also eliminate observed pedestrian behaviors (point g.) of stepping off the sidewalk at constrained points along the route that are less than 4 feet, and into the path of motor vehicles by providing enough space for opposing pedestrians and groups to pass. The existing sidewalk was constructed 4 feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than 4 feet in width. Many pedestrians travel this sidewalk in groups, a natural travel pattern particularly for students traveling to and from school, and the minimal width of this walkway creates a condition wherein pedestrians frequently walk onto the arterial highway of La Paz Road to pass each other. The project proposes to widen the sidewalk to 8 feet width. This will allow an enhanced and appropriate path of travel for bi-directional movement of pedestrians walking in groups, improve access to the school, reduce volume of motor vehicles, eliminate pedestrian/motor vehicle conflict points, eliminate pedestrian behaviors that lead to collisions and meet community needs. The project will also enhance access to an adjacent OCTA bus stop, further encouraging this mode of transportation choice and reducing greenhouse gas emissions.

**Part B: Narrative Questions****Question #4****QUESTION #4****PUBLIC PARTICIPATION and PLANNING (0-10 POINTS)****A. Describe the community based public participation process that culminated in the project**

Include discussions of: What was the process to prepare for existing and future needs of users of this project? Who was engaged in the public participation and planning process? How will stakeholders continue to be engaged in the implementation of the project?

(Max of 1000 words)

Words Remaining: 771

The City Council of the City of Laguna Hills has identified this project as a high priority need and has invested local funding to support the project. The project has been discussed at public meetings. Attachments include excerpts of the City of Laguna Hills General Plan as it relates to mobility and copies of meeting minutes from two City Council meetings, publicly noticed, discussing this potential project. In addition, the project has the support of the Saddleback Valley Unified School District, Valencia Elementary School, Orange County Sheriff Department and Orange County Transportation Authority as evidenced by the attached series of letter dating from 2014, 2016 and most recently 2018. Many school parents have also contacted the City in recent years and have requested this project be implemented. The multiple discussions before the City Council and all support letters are in the attached document. Additional outreach to stakeholders through the public participation process this year leading up to the submittal of this application to further demonstrate the support and engagement of the community could not occur in light of the current COVID-19 pandemic. However, stakeholders will be engaged in the implementation of the project, if funded through this grant, in community meetings once it's safe to do so. The City will also explore alternative forms of engaging stakeholders in the meantime until it is safe to meet in person again.

Attach any applicable Public Participation & Planning documents:

B4 - General Plan Mobility Element - Public Meetings - Support Letters - La Paz Road.pdf



Part B: Narrative Questions

Question #5

QUESTION #5

SCOPE AND PLAN CONSISTENCY (0 - 3 points)

A. The evaluators will consider the following: (3 points max)

- Consistency between the Layouts/maps, Engineer's estimate and Proposed scope
- Compliance with the Engineer's Checklist
- Complete project schedule

**Part B: Narrative Questions****Question #6****USE OF CALIFORNIA CONSERVATION CORPS (CCC) OR CERTIFIED LOCAL COMMUNITY CONSERVATION CORPS (CALCC)
(0 to -5 POINTS)**

- ☐ Applicant has not coordinated with both corps, or Tribal Corps (if applicable) (-5 points)
- ☐ Applicant contacted the corps; but does not intend to partner with any corps (-5 points)
- ☐ Applicant is not requesting Construction funds (0 points)

Step 1: The applicant must submit the ATP Corps Consultation Form to both the CCC and CALCC at least ten (10) business days prior to the application submittal to Caltrans. The CCC and CALCC will respond within ten (10) business days from receipt of the information. Links to the ATP Corps Consultation Form, instructions and contact information for submission or questions can be found at:

[California Conservation Corps ATP webpage](#)

Or

[Certified Local Conservation Corps ATP webpage](#)

The applicant must also attach any email correspondence from the CCC and CALCC or Tribal Corps (if applicable) to the application verifying communication/participation. Failure to attach their email responses will result in a loss of 5 points.

Attach submittal email, response email and any attachment(s) from the CCC:

CCC Response - La Paz Road Sidewalk ATP Cycle 5 - 15Sept20.pdf

Attach submittal email, response email and any attachment(s) from the CALCC:

CALCC Response - La Paz Road Sidewalk ATP Cycle 5 - 15Sept20.pdf

Attach submittal email, response email and any attachment(s) from the Tribal Corps (If applicable):

Step 2: The applicant has coordinated with the CCC AND with the CALCC, or the Tribal Corps and determined the following: (check appropriate box)

- ☒ Applicant intends to utilize the CCC, CALCC, or the Tribal Corps on the following items listed below. (0 points) (Max of 100 Words)

Words Remaining: 84

CCC has indicated they can assist with irrigation and landscaping, if the project is awarded funding.

- ☐ No corps can participate in the project. (0 points)
- ☐ At the time that the application was submitted, the applicant had not received a response from the following corps: (0 points)
- ☐ the CCC ☐ the CALCC ☐ the Tribal Corps (if applicable)



Part B: Narrative Questions

Question #7

QUESTION #7

APPLICANT'S PERFORMANCE ON PAST ATP FUNDED PROJECTS (0 to -10 points)

For CTC use only.

**Part C: Application Attachments**

Applicants must ensure all data in this part of the application is fully consistent with the other parts of the application. See the Application Instructions and Guidance document for more information and requirements related to Part C.

List of Application Attachments

The following attachment names and order must be maintained for all applications. Depending on the Project Type (I, NI or Plans) some attachments will be intentionally left blank. All non-blank attachments must be identified in hard-copy applications using “tabs” with appropriate letter designations.

Application Signature Page (Required for all applications)	Attachment
Attachment-A-Signature Page.pdf	
Engineer's Checklist (Required for Infrastructure & Combo Projects)	Attachment
Attachment-B-Engineers Checklist.pdf	
Project Location Map (Required for all applications)	Attachment
Location Map La Paz Sidewalk SRTS.pdf	
Project Map/Plans showing existing and proposed conditions (Required for all Infrastructure Projects; Optional for 'Non-Infrastructure' and 'Plan' Projects)	Attachment
Project Map-Plan Exist-Proposed and Xsection La Paz Sidewalk.pdf	
Photos of Existing Conditions (Required for all applications)	Attachment
Photo of Exist Condition.pdf	
Project Estimate (Required for all Infrastructure Projects)	Attachment
Attachment-F-Engineers Estimate.pdf	
Non-Infrastructure Work Plan (Form 22-R) (Required for all projects with Non-Infrastructure Elements)	Attachment
Plan Scope of Work (Form 22-PLAN) (Required for all Plan Projects)	Attachment
Letters of Support (10 maximum) and Support Documentation (Required or recommended for all projects as designated in the instructions) (All letters must be scanned into one document.)	Attachment
Attachment I - Support Letters La Paz Sidewalk.pdf	
Exhibit 22-F State Funding	Attachment
Exhibit 22-F La Paz Sidewalk.pdf	
Additional Attachments (Additional attachments may be included. They should be organized in a way that allows application reviews easy identification and review of the information.) (All additional attachments must be scanned into one document.)	Attachment

Attachment: Draft La Paz Sidewalk ATP Application (2243 : La Paz Road Southerly Sidewalk ATP Grant Application)



NO FEE

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329 SC3 Z01

0.00 50.00 0.00 0.00 0.00 0.00 0.00 0.00

NOTICE^{of} EXEMPTION

TO: Orange County Clerk Recorder
County of Orange
P. O. Box 238
Santa Ana, CA 92702

FROM: City of Laguna Hills
Planning Department
24035 El Toro Road
Laguna Hills, CA 92653

Project Title: City of Laguna Hills – La Paz Sidewalk Widening
Project Location - Specific: La Paz Road between Paseo de Valencia & Champlain Road, Laguna Hills, CA 92653.
Project Applicant: City of Laguna Hills
Applicant Address: 24035 El Toro Road, Laguna Hills, CA 92653
Attn: Ken Rosenfield, Public Services Director (949) 707-2680

Description of nature, purpose, and beneficiaries of project: The proposed project is the widening of the La Paz Road right-of-way to accommodate the construction of +/- 1,300 lineal feet of sidewalk in the vicinity of Valencia Elementary School. In the vicinity of the proposed project, La Paz Road consists of four foot sidewalks on either side of the right-of-way, two travel lanes in each direction, left-turn pockets, median islands, and bicycle lanes.

The project will widen the La Paz Road right-of-way from the current condition of +/- 86 feet wide to a proposed width of up to +/- 94 feet to increase the width of sidewalks from four feet to eight feet. Approximately 300 feet of the La Paz Road right-of-way would be widened to +/- 94 feet where widening occurs on both sides of La Paz Road, while approximately 1,000 feet of the La Paz Road right-of-way would be widened to +/- 90 feet where widening is only proposed on one side of the right-of-way.

To effectuate the widening, the project will include the purchase, or acquisition through eminent domain, of up to a five foot strip of land from five separate single-family property owners of existing private properties totaling +/-500 lineal feet of property and +/- 2,500 square feet of land area (an average of approximately 500 square feet of land area per single-family residential parcel). The remaining +/- 800 lineal feet required for the widening would be acquired from the Saddleback Valley Unified School District (SVUSD) should the SVUSD agree to the property acquisition.

On the private residential properties, the widening could result in the demolition and reconstruction of existing private fences, irrigation lines, and the partial or complete removal and reconstruction of existing retaining walls. Existing ornamental landscaping would also be removed. On SVUSD's property, an existing landscaped slope would be altered which would result in the relocation of existing irrigation lines, removal of approximately 3,200 square feet of landscaping, and the construction of up to a +/- four foot high retaining wall. Miscellaneous traffic and utility signage would also be relocated. Temporary Construction Easements (TCE) of approximately five feet in width will also be acquired to accommodate the construction. The TCE's will extinguish upon completion of construction and all property under the TCE's will be restored.

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Attachment: Notice of Exemption - La Paz Road Sidewalk (2243 : La Paz Road Southerly Sidewalk ATP Grant Application)

With the proposed purchase/ acquisition of property that is contemplated as part of the project, the City will issue lot line adjustments or certificates of compliance to property owners whose properties are affected by the City's land purchase/ acquisition activities.

Name of Public Agency approving the project: City of Laguna Hills
Address: 24035 El Toro Road, Laguna Hills, CA 92653 – Attention Ken Rosenfield

Exempt Status: (Check One)

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A. ☐ Ministerial project. (Section 15073, State Guidelines)

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B. ☐ Not a project. (Section 15071(a) State Guidelines)

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C. ☐ Emergency project. (Section 15071(b) and (c) State Guidelines)

D. ☒ Categorical Exemption. State type and class number:

Section 15301, Class 1, "Existing Facilities"; Section 15302, Class 2 "Replacement or Reconstruction"; Section 15303, Class 3 "New Construction"; Section 15304, Class 4 "Minor Alterations to Land"; and Section 15305, Class 5, "Minor Alterations in Land Use Limitations".

Reason why project was exempt: The project is comprised of several activities that are exempt from environmental review as indicated by the exemptions above. Under Class 1, Project activities include the demolition of fencing, minor alterations to an existing right-of-way to integrate additional sidewalk area into the functional design of the right-of-way, and the purchase/ acquisition of up to a +/- five foot strip of land (an average of 500 square feet of land) from each of the five single-family residential properties located in the project area (less than one percent of the land area of each residential property involved), and the acquisition of up to a five foot strip of land along a +/- 800 foot long stretch of property owned by the SVUSD (less than one percent of the land area of an existing elementary school) which is presently used as a landscaped slope. The expansion is considered negligible since it does add any capacity to the street to increase the rate, intensity or volume of traffic and is therefore exempt. Under Class 2, Project activities will result in the demolition of existing improvements located in the public right-of-way such as sidewalk, curb and gutter, and the reconstruction of similar improvements to accommodate for widened sidewalks. The demolition and reconstruction of improvements that have substantially the same purpose and capacity as the structure replaced is exempt. Under Class 3, existing accessory structures (existing fences and retaining walls) could be demolished and replaced in substantially the same fashion that currently exist. The reconstruction of improvements that are similar to the existing improvements is exempt. Under Class 4, minor alterations to land will occur to widen and construct improvements in the public right-of-way. Alterations include the establishment of temporary five-foot wide construction easements over existing real property, replacement

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of landscaping, minor trenching and backfilling, and minor alterations to the existing landform to establish the proper grades for the construction of the proposed sidewalks such as cut and fill of up to two feet of soil, the removal and reconstruction of low retaining walls and reconfiguration of existing irrigation lines. The alterations do not require the removal of trees that are considered to be scenic. Trees to be removed as part of the project are considered to be ornamental in nature. Minor alterations to land that do not impact scenic trees are exempt. Lastly, the City will issue lot line adjustments or certificates of compliance to any property affected by the City's contemplated purchase/ acquisition of property. No new parcels will be created and alterations in land use limitations are occurring on property that maintains a slope of less than 20 percent. The project results in a minor alteration in land use where property currently being used for residential purposes is being converted to a public use for an expanded sidewalk, and property currently being used for landscape area is being converted to a public use for an expanded sidewalk. These are minor alterations in land use that are exempt.

Contact person: David Chantarangsu, Community Development Director

Telephone: (949) 707-2670

Project Approval Date: November 23, 2015

Date Submitted for Posting: November 23, 2015

Signature: _____

David Chantarangsu, Community Development Director

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