



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, October 11, 2022 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Dave Wheeler, Mayor

Janine Heft, Mayor Pro Tempore
Erica Pezold, Council Member

Don Caskey, Council Member
Don Sedgwick, Council Member

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

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: While you may attend this meeting in person, those wishing to make electronic public comments may submit their comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on October 11, 2022. 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.

Announcement of Electronic 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 11, 2022. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

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

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

INVOCATION: Chaplain Serena Cummins of the Orange County Sheriff's Department

PLEDGE OF ALLEGIANCE: Council Member Pezold

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 2022 Fall Student Liaison Kia Arfania.

1.2 Orange County Transportation Agency's (OCTA) Making Better Connections Study

Recommendation: That the City Council receive a presentation from OCTA Director of Strategic Planning, Kurt Brotcke on OCTA's bus restructuring study.

1.3 Transportation Corridor Agency's (TCA) Strategic Plan

Recommendation: That the City Council receive a presentation from TCA Deputy CEO, Valarie McFall on TCA's seven-year Strategic Plan.

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

Recommendation: That the Interim City Clerk announce the upcoming meetings and events.

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

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

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

4.2 Consideration to Cancel the Regular Meetings of the City Council/Planning Agency on November 8, 2022, and November 22, 2022, and Notice an Adjourned Regular Meeting for November 15, 2022

Recommendation: That the City Council cancel the November 8, 2022, and November 22, 2022, Regular Meetings and Notice an Adjourned Regular Meeting for November 15, 2022.

4.3 Approval of Minutes for April 20, 2021, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the April 20, 2021, Special Meeting.

4.4 Approval of Minutes for September 27, 2022, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the September 27, 2022, Regular Meeting.

4.5 Ratification of October 11, 2022, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 16, 2022, to September 29, 2022, in the amount of \$1,100,040.69.

4.6 Amendments to the Fiscal Year 2022/2023 City Budget

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Fiscal Year 2022/2023 Operating Budget."

4.7 Proposed Contract Services Agreement with Millennium Alarm Systems, Inc. for the Purchase and Installation of Additional Security Cameras at the Laguna Hills Community Center and Sports Complex

Recommendation: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the Laguna Hills Municipal Code ("LHMC") Section 3-08.090 pursuant to the exceptions set forth in LHMC Sections 3-08.110(F), (I) and (J), for approval of a proposed Contract Services Agreement with Millennium Alarm Systems, Inc., for the purchase and installation of additional security cameras at the Community Center and Sports Complex; and 2) Approve and authorize the Mayor or the Mayor Pro Tempore to sign the proposed Contract Services Agreement with Millennium Alarm Systems, Inc., in the total maximum not-to-exceed contract amount of \$165,711.64.

4.8 Resolution Approving Adjustments to City Attorney Service Rates

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, approving amended Exhibit "A" to the Retainer Agreement for City Attorney Service Rates."

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

There are no separate Planning Agency Business Items for this meeting.

6. CITY COUNCIL PUBLIC HEARINGS

7. ADMINISTRATIVE REPORTS

7.1. City Manager

7.1.1 Adoption of Amended Confidential, Management, and Part-Time Salary and Benefits Resolution and Appointment of City Clerk

Recommendation: That the City Council take the following actions:

- 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2021-07-13-4."

2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, appointing Jennifer Lee as City Clerk of the City of Laguna Hills in accordance with the procedures established by Laguna Hills Municipal Code Chapter 2-12."

3) Authorize the Mayor to administer the Oath of Office to the City Clerk.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. Association of California Cities - Orange County (Mayor Pro Tempore Heft and Council Member Caskey)
September 30, 2022 Leadership Conference

10. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be October 25, 2022, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, Assistant 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 7, 2022, at 5:00 p.m.



Jennifer Lee, Interim City Clerk

October 6, 2022

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 11, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
 Interim City Clerk
ISSUE: Schedule of Future Events

RECOMMENDATION: That the Interim City Clerk announce the upcoming meetings and events.

SUMMARY:

OC Public Libraries Teens Resource Fair

Saturday, October 8, 2022, 1:00 p.m. – 4:00 p.m., Aliso Viejo Library

Pacific Symphony's Symphony on the Go!

Saturday, October 15, 2022, 4:00 p.m., Laguna Hills Community Center and Sports Complex

Regular City Council Meeting

Tuesday, October 25, 2022, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Election Day

Tuesday, November 8, 2022, Vote Centers will be open 7:00 a.m. – 8:00 p.m.

Regular City Council Meeting

Tuesday, November 8, 2022, 7:00 p.m., Laguna Hills Civic Center Council Chamber



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Consideration to Cancel the Regular Meetings of the City Council/Planning Agency on November 8, 2022, and November 22, 2022, and Notice an Adjourned Regular Meeting for November 15, 2022

RECOMMENDATION: That the City Council cancel the November 8, 2022, and November 22, 2022, Regular Meetings and Notice an Adjourned Regular Meeting for November 15, 2022.

BACKGROUND:

Regular Meetings of the City Council/Planning Agency are held on the second and fourth Tuesday's of the month. This year, the General Municipal Election will be held on November 8, 2022, and the November 22, 2022, regular meeting will be held during Thanksgiving week.

Since these important events conflict with the regular scheduled meetings, it is recommended the City Council cancel the November 8, 2022, and November 22, 2022, regular meetings and direct the City Clerk to Notice an Adjourned Regular Meeting on November 15, 2022 at 7:00 p.m.

The City Clerk's Office will provide the appropriate legal notification of the change.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
Interim City Clerk
ISSUE: Approval of Minutes for April 20, 2021, Special Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the April 20, 2021, Special Meeting.

ATTACHMENTS:

- 210420 CC Special Minutes

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

**SPECIAL MEETING
MINUTES
Tuesday, April 20, 2021**

CALL TO ORDER

The meeting was called to order at 5:06 p.m. by Mayor Pezold.

INVOCATION: Mayor Pro Tempore Sedgwick

PLEDGE OF ALLEGIANCE: Council Member Wheeler

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS

Harry Huggins provided public comments at the meeting.

CITY COUNCIL STUDY SESSION ITEMS

1 General Plan Financial Update

The City Council received a financial update from staff and discuss related issues.

2 Update Regarding Organizational Charts, Work Programs and Departmental Required Reporting Calendar

The City Council received and filed the report.

Mayor Pezold recessed the Special Meeting at 7:35 p.m. and reconvened the meeting at 7:42 p.m. All City Council Members were present.

3 City Council Evaluation and Rating of Council Member Budget Proposals for the 2021/2023 Fiscal Years Biennial Budget

The City Council evaluated and rated Council Member budget proposals for the 2021/2023 fiscal years Biennial Budget and provided direction to staff.

Robin Jochims provided public comments regarding the City website and Chamber of Commerce.

While City Attorney Simonian determined there was no legal conflict of interest, Council Member Heft recused herself from the discussion on the Laguna Hills Chamber of Commerce due to her husband's role as Laguna Hills Chamber of Commerce President in order to avoid any appearance of conflict.

4 Review of City Council Policies and City Operating Procedures

The City Council discussed issues of interest with current City Council Policies and City Operating Procedures.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pezold declared the meeting adjourned at 9:54 p.m.

Jennifer Lee, Interim City Clerk

ATTEST:

Dave Wheeler, Mayor

Approved at meeting of October 11, 2022

Attachment: 210420 CC Special Minutes (2982 : Approval of Minutes for April 20, 2021, Special Meeting)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
Interim City Clerk
ISSUE: Approval of Minutes for September 27, 2022, Regular Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the September 27, 2022, Regular Meeting.

ATTACHMENTS:

- 220927 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, September 27, 2022**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:01 p.m. by Mayor Wheeler.

ROLL CALL OF CITY COUNCIL MEMBERS

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

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to California Government Code Section 54956.9

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

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no public comments on the closed session item.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR CITY COUNCIL CHAMBER

CONVENE INTO CLOSED SESSION

The City Council convened into Closed Session to consider the matter listed above.

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

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

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

INVOCATION: Council Member Caskey

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Heft

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda with no reportable action taken.

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

The City Council received a PowerPoint presentation from Laguna Hills High School 2022 Fall Student Liaison Ella Carnahan.

1.2 Recognition of Dan Meehan

The City Council and Deputy City Manager/Community Services Director Reynolds recognized Dan Meehan for 23 years of service to the City and Mayor Wheeler presented a City Tile and a Certificate of Recognition to Mr. Meehan.

1.3 Presentation by Mercy House on Homeless Outreach

The City Council received an update from Timothy Huynh on Mercy House's homeless outreach efforts in the City of Laguna Hills.

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

Interim City Clerk Lee announce the upcoming meetings and events.

3. PUBLIC COMMENTS

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

Dawn Ford, a Laguna Hills resident, provided public comments regarding street maintenance on La Paz Road and complimented the new landscaping in medians along Paseo de Valencia.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Mayor Wheeler removing Item No. 4.5, Item No. 4.6, Item No. 4.7, and Item No. 4.10 and Council Member Pezold removing Item No. 4.11.

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

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

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

4.2 Approval of Minutes for September 13, 2022, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the September 13, 2022, Regular Meeting.

4.3 Ratification of September 27, 2022, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 2, 2022, to September 15, 2022, in the amount of \$754,504.18.

4.4 Response to the 2021-2022 Orange County Grand Jury Report Entitled "Where Have All the CRVs Gone?"

Recommendation: That the City Council authorize the Mayor to sign the letter of response to the 2021-2022 Orange County Grand Jury Report entitled "Where Have All the CRVs Gone?".

4.8 Progress Payment No. 1, Final, for Turf Renovation, CIP No. 238-C, Phase II

Recommendation: That the City Council approve Progress Payment No. 1, Final, in the net amount of \$102,799.50, and Contract Change Order No. 1, to CSA Holdings, Inc., dba Sports Fields Services, for Turf Renovation, CIP No. 238-C, Phase II, and authorize the filing of the Notice of Completion for Phase II and subsequent Release of Retention in 35 days, if no liens have been filed.

4.9 Progress Payment No. 1, Final, for Water Quality Improvement Phase X, CIP 412-J

Recommendation: That the City Council approve Progress Payment No. 1, Final, in the net amount of \$237,476.25, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project Phase X, CIP 412-J, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4.5 Proposed Amendment No. 3 to the Consulting Services Agreement with Eco/Nomics, Inc., for Continued Solid Waste and Recycling Consulting Services**

Mayor Wheeler removed Item No. 4.5 from the Consent Calendar at the request of staff. The Item will return to the City Council for consideration at a future date.

Recommendation: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(I) and (J), for approval of the proposed Amendment No. 3 to the Consulting Services Agreement for Solid Waste and Recycling Consulting Services with Eco/Nomics, Inc.; 2) Approve proposed Amendment No. 3 to the Consulting Services Agreement with Eco/Nomics, Inc., increasing the maximum contract amount by \$150,000 from \$578,000 to \$728,000; and 3) Authorize the Mayor or the Mayor Pro Tempore to sign the proposed Amendment No. 3.

4.6 Cooperative Agreement No. C-2-2632 Between the Orange County Transportation Authority and the Cities of Irvine, Laguna Hills and Lake Forest for the Bake Parkway and Rockfield Boulevard Regional Traffic Signal Synchronization Program Project

Mayor Wheeler removed Item No. 4.6 to request additional information.

Public Services Director/City Engineer Ames responded to Council Member requests for additional information.

Recommendation: That the City Council approve Cooperative Agreement No. C-2-2632 with the Orange County Transportation Authority for the Bake Parkway and Rockfield Boulevard Regional Traffic Signal Synchronization Program Project and authorize the Mayor or Mayor Pro Tempore to sign the Agreement.

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

4.7 Cooperative Agreement No. C-2-2634 Between the Orange County Transportation Authority and the Cities of Dana Point, Laguna Hills and Laguna Niguel for the Moulton Parkway Regional Traffic Signal Synchronization Program Project

Mayor Wheeler removed Item No. 4.7 to request additional information.

Public Services Director/City Engineer Ames responded to Council Member requests for additional information.

Recommendation: That the City Council approve Cooperative Agreement No. C-2-2634 with the Orange County Transportation Authority for the Moulton Parkway Regional Traffic Signal Synchronization Program Project and authorize the Mayor or Mayor Pro Tempore to sign the Agreement.

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

4.10 Rejection of Bid Proposals for Cooling Tower System Replacement at the Laguna Hills Civic Center, CIP No. 505A

Mayor Wheeler removed Item No. 4.10 to request additional information.

City Manager Hildenbrand responded to Council Member requests for additional information.

Recommendation: That the City Council reject all Bid Proposals for Cooling Tower System Replacement at the Laguna Hills Civic Center, CIP No. 505-A and direct staff to reissue the Notice Inviting Bids and Specifications.

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

4.11 Second Reading & Adoption of Proposed Ordinance Adding Chapter 6-44 to Tile 6 (Public Welfare) of the Laguna Hills Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City

Council Member Pezold removed Item No. 4.11 to speak in favor of the item.

City Attorney Simonian responded to Council Member request for additional information.

Recommendation: That the City Council: 1) Adopt Ordinance No. 2022-2: "An Ordinance of the City Council of the City of Laguna Hills, California, Adding Chapter 6-44 to Tile 6 (Public Welfare) of the Laguna Hills Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City"; and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

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

5. PLANNING AGENCY

There were no separate Planning Agency Business Items for this meeting.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

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

The City Manager gave no Administrative Reports.

7.2. Finance Director**7.2.1 Financial Update and Mid-Cycle 2021-2023 Biennial Budget Review**

Finance Director Reyes reviewed in the information provided in the staff report and provided a PowerPoint presentation.

Recommendation: That the City Council receive and file the financial update for the fiscal year ended June 30, 2022 and provide direction to staff on proposed amendments to the fiscal year 2022/2023 adopted budget.

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

7.3. Community Development Director**7.3.1 Short-Term Rentals**

Community Development Director Longenecker reviewed in the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

The following individuals submitted an electronic public comment on Item No. 7.3.1 that was received, forwarded to the Council prior to the meeting, and announced into the record by Interim City Clerk Lee:

Bruce Freeman, a resident of the Nellie Gail community, submitted an electronic comment in favor of prohibiting short term rentals.

Mary Freeman, a resident of the Nellie Gail community, submitted an electronic comment in favor of prohibiting short term rentals.

Recommendation: That the City Council direct staff regarding regulatory options for short-term rentals.

A motion to table the item to a future meeting and direct staff to conduct further research based on Council Member comments received, including conducting a survey of residents, was made by Council Member Pezold, seconded by Council Member Caskey.

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

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized by City Council Members.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. League of California Cities (Council Member Pezold)
September 7-9, 2022, Annual Conference and Expo

Council Member Pezold provided an oral report.

2. OC Mosquito & Vector Control District Board of Trustees (Council Member Pezold)
September 15, 2022 meeting.

Council Member Pezold provided an oral report.

3. Association of California Cities - Orange County Legislative and Regulatory Commission (Mayor Wheeler)
September 22, 2022 meeting.

Mayor Wheeler provided an oral report.

4. Orange County Mayors (Mayor Wheeler)
Biweekly meeting.

Mayor Wheeler provided no report.

10. CITY COUNCIL MEMBER COMMENTS

Council Member Sedgwick

Council Member Sedgwick reported that Orange County Fire Authority Chief Brian Fennessy has been awarded the 2022 Ronny Jack Coleman Award for California Fire Chief of the Year.

Council Member Pezold

Council Member Pezold provided staff feedback on improvements to the City's website and the recent Rooted Volunteer Campaign event.

Council Member Pezold encouraged the public to attend the 1st Annual Heritage Day event.

Mayor Pro Tempore Heft

Mayor Pro Tempore Heft encouraged her colleagues to attend the Association of California Cities – Orange County's Leadership Conference on September 30.

Mayor Pro Tempore Heft provided comments regarding local control and inquired about an increase in calls for service for the Orange County Sheriff's Department in recent months.

Council Member Caskey

Council Member Caskey expressed appreciation for the new City Manager's efforts.

Council Member Caskey provided comments regarding possible collaboration efforts between the City of Laguna Hills and the City of Laguna Woods.

Mayor Wheeler

Mayor Wheeler reported on the recent Rooted Volunteer Campaign event and recent conference trainings he attended regarding e-bikes and live shooter situations.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Wheeler declared the meeting adjourned at 9:06 p.m.

Jennifer Lee, Interim City Clerk

ATTEST:

Dave Wheeler, Mayor

Approved at meeting of October 11, 2022



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of October 11, 2022, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from September 16, 2022, to September 29, 2022, in the amount of \$1,100,040.69.

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 16, 2022, to September 29, 2022, 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 11, 2022
- Payables Detail Report - October 11, 2022



City of Laguna Hills, CA

Warrant Register - October 11, 2022

By Check Number

Date Range: 09/16/2022 - 09/29/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
1090	A-0310	ARBOR DAY FOUNDATION	09/22/2022	25.00
1091	A-0365	AT AND T - CALNET 3	09/22/2022	26.66
1092	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	09/22/2022	1,263.00
1093	C-1144	CHARLES ABBOTT ASSOCIATES, INC	09/22/2022	57,977.46
1094	H-0829	HARTZOG AND CRABILL, INC.	09/22/2022	4,041.75
1095	G-0709	JOE A. GONSALVES AND SON	09/22/2022	2,900.00
1096	L-1381	LEE, JENNIFER	09/22/2022	200.00
1097	M-1302	MOULTON NIGUEL WATER DISTRICT	09/22/2022	182.89
1098	N-1474	NIEVES LANDSCAPE, INC.	09/22/2022	200.37
1099	N-1487	NUVIS LANDSCAPE ARCHITECTURE	09/22/2022	1,007.50
1100	P-1834	PLACEWORKS, INC.	09/22/2022	3,551.88
1101	Z-CD-0018	PREMIER POOLS OF ORANGE COUNTY	09/22/2022	500.00
1102	R-1946	RK ENGINEERING GROUP, INC.	09/22/2022	415.00
1103	R-1984	RODRIGUEZ, RAYMOND	09/22/2022	2,000.00
1104	S-2296	SHUTE, MIHALY WEINBERGER LLP	09/22/2022	180.50
1105	Z-CD-0077	SWAN POOLS OF SOUTHERN CALIFORNIA	09/22/2022	500.00
1106	M-1602	THE MAD PLATTER	09/22/2022	600.00
1107	W-2337	WEST COAST ARBORISTS, INC.	09/22/2022	25,814.00
1108	W-2377	WILLDAN ENGINEERING	09/22/2022	882.00
1109	B-0448	BANK OF THE WEST	09/27/2022	50.00
1110	M-1513	MEEHAN, DANIEL	09/27/2022	250.00
1111	S-2312	SIGNARAMA LAGUNA HILLS	09/27/2022	1,176.22
1112	A-0138	ALL CITY MANAGEMENT, INC.	09/29/2022	6,443.04
1113	A-0365	AT AND T - CALNET 3	09/29/2022	275.58
1114	A-0384	AUTOMATED MERCHANT SYSTEMS, INC.	09/29/2022	1,347.85
1115	C-1177	CANON FINANCIAL SERVICES, INC.	09/29/2022	1,407.96
1116	C-1139	COMPLETE OFFICE OF CALIFORNIA	09/29/2022	258.97
1117	C-0060	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	09/29/2022	1,781.20
1118	C-0023	COX COMMUNICATION	09/29/2022	84.00
1119	Z-PS-0031	GERONIMO, JULIA	09/29/2022	42.00
1120	G-0862	GRANICUS	09/29/2022	4,853.52
1121	H-0967	HAPPY HOOVES PETTING ZOO AND PONY RIDES	09/29/2022	1,102.00
1122	H-0805	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	09/29/2022	360.00
1123	J-1057	JAMEY CLARK, INC.	09/29/2022	725.56
1124	L-1389	LAGUNA HILLS CITY EMPLOYEE ASSOCIATION	09/29/2022	26.00
1125	M-1603	MICHAEL ARES PHOTOGRAPHY	09/29/2022	900.00
1126	M-1388	MOBILE MINI, INC.	09/29/2022	300.77
1127	M-1302	MOULTON NIGUEL WATER DISTRICT	09/29/2022	8,934.68
1128	N-1493	NEXUSTEK	09/29/2022	1,008.00
1129	N-1474	NIEVES LANDSCAPE, INC.	09/29/2022	87,636.69
1130	O-1546	OFFICE SOLUTIONS	09/29/2022	815.83
1131	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	09/29/2022	2,009.00
1132	Z-PS-0032	SALGADO, MARIELA QUEZADA	09/29/2022	42.00
1133	S-1902	SAN DIEGO GAS AND ELECTRIC	09/29/2022	29,417.71
1134	S-2312	SIGNARAMA LAGUNA HILLS	09/29/2022	46.34
1135	S-1904	SOUTHERN CALIFORNIA EDISON	09/29/2022	94.26
1136	S-2250	SPARKLETTS	09/29/2022	187.76
1137	S-2209	STUDIO TWO BLACK DIAMOND	09/29/2022	37.71
1138	T-2712	TOTAL SOURCE OFFICEWORKS	09/29/2022	132.62
1139	R-1801	WOODRUFF, SPRADLIN AND SMART	09/29/2022	24,755.94
Total Regular:				278,771.22

Attachment: Warrant Register - October 11, 2022 (2984 : Warrant Register, October 11, 2022)

Warrant Register - October 11, 2022

Date Range: 09/16/2022 - 09/29/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002156	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	09/16/2022	809,845.47
DFT0002157	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	09/16/2022	11,424.00
Total Bank Draft:				821,269.47

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	62	50	0.00	278,771.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	821,269.47
EFT's	0	0	0.00	0.00
	64	52	0.00	1,100,040.69

Attachment: Warrant Register - October 11, 2022 (2984 : Warrant Register, October 11, 2022)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	50	0.00	278,771.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	821,269.47
EFT's	0	0	0.00	0.00
	64	52	0.00	1,100,040.69

Fund Summary

Fund	Name	Period	Amount
998	POOL	9/2022	1,100,040.69
			1,100,040.69



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 09/16/2022 - 09/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
09/16/2022	HIGH LEVEL SECURITY SOLUTIONS, INC.	5476	Private Security Patrol, Aug '22	100-420-720850	11,424.00
09/16/2022	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX AT AND T - CALNET 3	SH 62949	Law Enforcement Services, Sep '22	100-420-720800	809,845.47
09/22/2022	WILLDAN ENGINEERING	000018737254	Traffic Signal, Public Works, Aug '22	100-356-630000	26.66
09/22/2022	WILLDAN ENGINEERING	00623956	Professional Services, Aug '22	100-000-229100	686.00
09/22/2022	WILLDAN ENGINEERING	00623957	Professional Services, Aug '22, LLA-0004-2022	100-000-229100	196.00
09/22/2022	MOULTON NIGUEL WATER DISTRICT	091522	Water Usage, Public Services, Aug	100-355-635000	182.89
09/22/2022	ARBOR DAY FOUNDATION	092122	Membership, Public Works, RH,	100-355-610000	25.00
09/22/2022	LEE, JENNIFER	092222	Reimbursement, CCAC Membership Dues, FY 22/23	100-155-610000	200.00
09/22/2022	RODRIGUEZ, RAYMOND	12005	Heritage Day Entertainment Service	100-310-695531	2,000.00
09/22/2022	JOE A. GONSALVES AND SON	160163	Legislative Services, Oct '22	100-155-700020	2,900.00
09/22/2022	WEST COAST ARBORISTS, INC.	189971	Tree Trimming Services, Aug '22	100-355-720702	22,404.00
09/22/2022	WEST COAST ARBORISTS, INC.	189972	Tree Trimming Services, Aug '22	100-355-720702	3,410.00
09/22/2022	HARTZOG AND CRABILL, INC.	22-0381(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Jun '22	100-356-700101	849.36
09/22/2022	HARTZOG AND CRABILL, INC.	22-0381(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Jun '22	100-600-790600	312.50
09/22/2022	HARTZOG AND CRABILL, INC.	22-0496(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Aug '22	100-356-700101	2,754.89
09/22/2022	HARTZOG AND CRABILL, INC.	22-0496(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Aug '22	100-600-790600	125.00
09/22/2022	RK ENGINEERING GROUP, INC.	2208009	Engineering Services, USE-0105-2022, Aug '22	100-000-223000	415.00
09/22/2022	RK ENGINEERING GROUP, INC.	2208009	Engineering Services, USE-0105-2022, Aug '22	100-000-452001	(415.00)
09/22/2022	RK ENGINEERING GROUP, INC.	2208009	Engineering Services, USE-0105-2022, Aug '22	100-225-700201	415.00
09/22/2022	NUVIS LANDSCAPE ARCHITECTURE	25783	Plan Check Fee, LEG-0007-2022, Jun '22	100-000-223000	387.50
09/22/2022	NUVIS LANDSCAPE ARCHITECTURE	25783	Plan Check Fee, LEG-0007-2022, Jun '22	100-000-452001	(387.50)
09/22/2022	NUVIS LANDSCAPE ARCHITECTURE	25783	Plan Check Fee, LEG-0007-2022, Jun '22	100-225-700201	387.50
09/22/2022	NUVIS LANDSCAPE ARCHITECTURE	25855	Plan Check Fee, LEG-0007-2022, Jul	100-000-223000	620.00
09/22/2022	NUVIS LANDSCAPE ARCHITECTURE	25855	Plan Check Fee, LEG-0007-2022, Jul	100-000-452001	(620.00)
09/22/2022	NUVIS LANDSCAPE ARCHITECTURE	25855	Plan Check Fee, LEG-0007-2022, Jul	100-225-700201	620.00
09/22/2022	SHUTE, MIHALY WEINBERGER LLP	278421	Professional Services, Legal, Aug '22	100-155-700011	180.50
09/22/2022	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-02.15	City Engineer Services, Aug '22	100-356-700100	1,263.00
09/22/2022	CHARLES ABBOTT ASSOCIATES, INC	64688	Contract Staffing Services, Aug '22	100-225-720512	12,243.00
09/22/2022	CHARLES ABBOTT ASSOCIATES, INC	64689	Professional Services, Aug '22	100-225-700000	45,734.46
09/22/2022	NIEVES LANDSCAPE, INC.	72975	Monthly and Misc Landscape, Sep	100-355-720700	200.37
09/22/2022	PLACEWORKS, INC.	79402	Housing Element, Aug '22	100-225-700225	3,551.88
09/22/2022	THE MAD PLATTER	92222	National Night Out, Sep '22	100-420-695000	600.00
09/22/2022	PREMIER POOLS OF ORANGE	CD-0894-POOLR-0112-20	Refund, C&D Deposit, REC-007779-2022	100-000-228001	500.00
09/22/2022	SWAN POOLS OF SOUTHERN CALIFORNIA	CD-0895-POOLR-0074-20	Refund, C&D Deposit, REC-005240-2021	100-000-228001	500.00
09/27/2022	BANK OF THE WEST	092722	Cashier's Check - Heritage Day	100-310-695531	50.00
09/27/2022	SIGNARAMA LAGUNA HILLS	INV-992	Heritage Day, Sep '22	100-310-695531	1,176.22
09/29/2022	AT AND T - CALNET 3	000018739200	Alarm, Com Ctr & City Hall Lines, Sep '22	100-195-630000	171.63

Attachment: Payables Detail Report - October 11, 2022 (2984 : Warrant Register, October 11, 2022)

Payables Detail Report

Payment Dates: 09/16/2022 - 09/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
09/29/2022	AT AND T - CALNET 3	000018739200	Alarm, Com Ctr & City Hall Lines, Sep '22	100-310-630100	103.95
09/29/2022	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	063022	Remittance, Carits, Moulton Fees, Apr - Jun '22	100-000-221003	233.24
09/29/2022	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	063022	Remittance, Carits, Moulton Fees, Apr - Jun '22	100-000-221004	1,547.96
09/29/2022	COX COMMUNICATION	090722	Traffic Signal, Sep '22	100-195-630000	84.00
09/29/2022	SAN DIEGO GAS AND ELECTRIC	091522	Street Lights, Traffic Control, Com Ctr, Jul & Aug	100-310-631100	8,412.98
09/29/2022	SAN DIEGO GAS AND ELECTRIC	091522	Street Lights, Traffic Control, Com Ctr, Jul & Aug	100-355-631000	4,757.06
09/29/2022	SAN DIEGO GAS AND ELECTRIC	091522	Street Lights, Traffic Control, Com Ctr, Jul & Aug	100-356-631400	12,883.64
09/29/2022	SAN DIEGO GAS AND ELECTRIC	091522	Street Lights, Traffic Control, Com Ctr, Jul & Aug	100-356-631900	3,364.03
09/29/2022	MOULTON NIGUEL WATER DISTRICT	091522a	Water Usage, Public Works & Com Ctr, Aug '22	100-310-635100	1,356.34
09/29/2022	MOULTON NIGUEL WATER DISTRICT	091522a	Water Usage, Public Works & Com Ctr, Aug '22	100-355-635000	7,500.46
09/29/2022	MOULTON NIGUEL WATER DISTRICT	091522b	Water Usage, Public Works, Aug '22	100-355-635000	77.88
09/29/2022	SOUTHERN CALIFORNIA EDISON	092122 - Acct #70007600	Street Lights, Traffic Control, Aug '22	100-355-631000	47.44
09/29/2022	SOUTHERN CALIFORNIA EDISON	092122 - Acct #70007600	Street Lights, Traffic Control, Aug '22	100-356-631400	46.82
09/29/2022	LAGUNA HILLS CITY EMPLOYEE ASSOCIATION	092922	Union Dues for Lisa Hernandez	100-000-212006	26.00
09/29/2022	HAPPY HOOVES PETTING ZOO AND PONY RIDES	10022022	Heritage Day, Sep '22	100-310-695531	1,102.00
09/29/2022	SPARKLETTS	12194330 091422	Operating Supplies, Comm Ctr, Sep	100-310-622005	187.76
09/29/2022	GRANICUS	153314	Agenda Software, 7/1/22 - 9/30/22	100-195-720050	4,853.52
09/29/2022	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	21787	Professional Services, GRA-03-22-0015, Sep '22	100-000-220444	360.00
09/29/2022	COMPLETE OFFICE OF CALIFORNIA	2699771-0	Computer Supplies, Sep '22	100-195-621000	258.97
09/29/2022	NEXUSTEK	278893DP	Professional Services, Software Support, Sep '22	100-195-720050	1,008.00
09/29/2022	CANON FINANCIAL SERVICES, INC.	29193333	Lease - Copier, Comm Ctr, 9/1/22 - 9/30/22	100-195-641200	279.86
09/29/2022	CANON FINANCIAL SERVICES, INC.	29193334	Lease - Copier, City Hall, 9/1/22 - 9/30/22	100-195-641200	810.28
09/29/2022	CANON FINANCIAL SERVICES, INC.	29193335	Lease - Copier, New Admin Copier, 9/1/22 - 9/30/22	100-195-641200	317.82
09/29/2022	TOTAL SOURCE OFFICEWORKS	29582	Operating/Office Supplies, Community Ctr, Sep '22	100-310-620500	59.98
09/29/2022	TOTAL SOURCE OFFICEWORKS	29582	Operating/Office Supplies, Community Ctr, Sep '22	100-310-622005	72.64
09/29/2022	WOODRUFF, SPRADLIN AND SMART	72281	Professional Services Legal, Aug '22	100-155-700010	20,528.94
09/29/2022	WOODRUFF, SPRADLIN AND SMART	72281	Professional Services Legal, Aug '22	100-155-700011	2,486.00
09/29/2022	NIEVES LANDSCAPE, INC.	72862	Monthly and Misc Landscape, Sep	100-355-720700	87,636.69
09/29/2022	JAMEY CLARK, INC.	73354	Park Repairs, Public Services, Sep '22	100-355-720701	180.00
09/29/2022	JAMEY CLARK, INC.	73364	Park Repairs, Public Services, Sep '22	100-355-720701	545.56
09/29/2022	ALL CITY MANAGEMENT, INC.	79780	Crossing Guard Services, 9/4/22 - 9/17/22	100-420-720822	6,443.04
09/29/2022	MOBILE MINI, INC.	9015145692	Storage Rental, Community Center, 9/6 - 10/3/22	100-310-641000	82.97
09/29/2022	MOBILE MINI, INC.	9015157895	Storage Rental, Community Center, 9/7 - 10/4/22	100-310-641000	217.80
09/29/2022	STUDIO TWO BLACK DIAMOND	99170	Printing Services, Sep '22	100-195-623000	37.71
09/29/2022	MICHAEL ARES PHOTOGRAPHY	ARES09272022	Heritage Day, Sep '22	100-310-695531	900.00
09/29/2022	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	AUG 22	Parking Fee Surcharge, Aug '22	100-420-720823	2,009.00
09/29/2022	OFFICE SOLUTIONS	I-02044329	Office Supplies, Sep '22	100-195-620000	153.31
09/29/2022	OFFICE SOLUTIONS	I-02047717	Office Supplies, Sep '22	100-195-620000	381.66
09/29/2022	OFFICE SOLUTIONS	I-02047797	Operating Supplies, Sep '22	100-195-622000	280.86
09/29/2022	AUTOMATED MERCHANT SYSTEMS, INC.	INV-15703	Special Events, Credit Card Devices	100-310-695500	1,347.85

Attachment: Payables Detail Report - October 11, 2022 (2984 : Warrant Register, October 11, 2022)

Payables Detail Report

Payment Dates: 09/16/2022 - 09/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
09/29/2022	SIGNARAMA LAGUNA HILLS	INV-995	Heritage Day, Sep '22	100-310-695531	46.34
09/29/2022	GERONIMO, JULIA	PSV-0031	Refund, Citation #LH01004423	100-000-460100	42.00
09/29/2022	SALGADO, MARIELA QUEZADA	PSV-0032	Refund, Citation #LH010004400	100-000-460100	42.00
Fund 100 - GENERAL FUND Total:					1,098,049.69
Fund: 451 - LIABILITY SELF-INSURANCE					
09/29/2022	WOODRUFF, SPRADLIN AND SMART	72281	Professional Services Legal, Aug '22	451-155-700011	1,741.00
Fund 451 - LIABILITY SELF-INSURANCE Total:					1,741.00
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
09/22/2022	HARTZOG AND CRABILL, INC.	22-0381(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Jun '22	600-000-490100	(312.50)
09/22/2022	HARTZOG AND CRABILL, INC.	22-0381(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Jun '22	600-251-950168	312.50
09/22/2022	HARTZOG AND CRABILL, INC.	22-0496(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Aug '22	600-000-490100	(125.00)
09/22/2022	HARTZOG AND CRABILL, INC.	22-0496(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Aug '22	600-251-950168	125.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Fund: 998 - POOL					
09/27/2022	MEEHAN, DANIEL	092222	Heritage Day - Petty Cash	998-000-100007	250.00
Fund 998 - POOL Total:					250.00
Grand Total:					1,100,040.69

Attachment: Payables Detail Report - October 11, 2022 (2984 : Warrant Register, October 11, 2022)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,098,049.69	1,098,049.69
451 - LIABILITY SELF-INSURANCE	1,741.00	1,741.00
600 - CAPITAL IMPROVEMENT PROJECT	-	-
998 - POOL	250.00	250.00
Grand Total:	1,100,040.69	1,100,040.69

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-212006	LHCEA	26.00	26.00
100-000-220444	EncroachmentGrading	360.00	360.00
100-000-221003	MOULTON	233.24	233.24
100-000-221004	Carits	1,547.96	1,547.96
100-000-223000	Plan Application Deposit	1,422.50	1,422.50
100-000-228001	Swimming Pool Bonds	1,000.00	1,000.00
100-000-229100	Trust Account - VALH Project -	882.00	882.00
100-000-452001	Planning & Zoning Related Fees	(1,422.50)	(1,422.50)
100-000-460100	Parking Revenues	84.00	84.00
100-155-610000	Memberships and Dues Expense	200.00	200.00
100-155-700010	Legal Services-General Counsel	20,528.94	20,528.94
100-155-700011	Legal Services-Litigation	2,666.50	2,666.50
100-155-700020	Professional Services - Legislative	2,900.00	2,900.00
100-195-620000	Office Supplies	534.97	534.97
100-195-621000	Computer Supplies	258.97	258.97
100-195-622000	Operating Supplies	280.86	280.86
100-195-623000	Printing	37.71	37.71
100-195-630000	Telephone & Communication	255.63	255.63
100-195-641200	Rent/Lease - Copier	1,407.96	1,407.96
100-195-720050	Contract Serv-Software Support	5,861.52	5,861.52
100-225-700000	Prof. Svcs - Building & Safety	45,734.46	45,734.46
100-225-700201	Plan Application	1,422.50	1,422.50
100-225-700225	Housing Element	3,551.88	3,551.88
100-225-720512	Contract Staffing Services	12,243.00	12,243.00
100-310-620500	Office Supplies - Comm Ctr	59.98	59.98
100-310-622005	Operating Supplies Comm Ctr	260.40	260.40
100-310-630100	Phone & Communication Comm	103.95	103.95
100-310-631100	Utilities - Electric Comm Ctr	8,412.98	8,412.98
100-310-635100	Utilities - Water Comm Ctr	1,356.34	1,356.34
100-310-641000	Rent/Lease - Equipment	300.77	300.77
100-310-695500	Special Events-Program Service	1,347.85	1,347.85
100-310-695531	Heritage Day	5,274.56	5,274.56
100-355-610000	Memberships and Dues Expense	25.00	25.00
100-355-631000	Utilities - Electric	4,804.50	4,804.50
100-355-635000	Utilities - Water	7,761.23	7,761.23
100-355-720700	Landscape Maintenance Contract	87,837.06	87,837.06
100-355-720701	Parks Contract Repair	725.56	725.56
100-355-720702	Tree Maintenance	25,814.00	25,814.00
100-356-630000	MOE Telephone &	26.66	26.66
100-356-631400	MOE Electricity-Streetlights &	12,930.46	12,930.46
100-356-631900	MOE Electrcity On-bill Financing	3,364.03	3,364.03
100-356-700100	MOE City Engineer Services	1,263.00	1,263.00
100-356-700101	MOE Traffic Engineer Services	3,604.25	3,604.25
100-420-695000	CommunityAsstnc/PublicRelation	600.00	600.00
100-420-720800	General Law Enforcement	809,845.47	809,845.47
100-420-720822	Crossing Guard Services	6,443.04	6,443.04
100-420-720823	Parking Citation Processing	2,009.00	2,009.00
100-420-720850	Private Security Patrol	11,424.00	11,424.00
100-600-790600	Transfers Out - Capital Imprv	437.50	437.50

Attachment: Payables Detail Report - October 11, 2022 (2984 : Warrant Register, October 11, 2022)

Payables Detail Report

Payment Dates: 09/16/2022 - 09/29/2022

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
451-155-700011	Legal Services-Litigation	1,741.00	1,741.00
600-000-490100	Transfer In- General Fund	(437.50)	(437.50)
600-251-950168	TrafficSignalImprovCoordination	437.50	437.50
998-000-100007	Cash - Cashier's Float Comm Ctr	250.00	250.00
Grand Total:		1,100,040.69	1,100,040.69

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,100,040.69	1,100,040.69
Grand Total:	1,100,040.69	1,100,040.69

Attachment: Payables Detail Report - October 11, 2022 (2984 : Warrant Register, October 11, 2022)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Amendments to the Fiscal Year 2022/2023 City Budget

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Fiscal Year 2022/2023 Operating Budget."

BACKGROUND:

Last year on June 22, 2021, the City Council adopted the 2021 – 2023 Biennial Budget covering the period from, July 2021 to June 30, 2023. Throughout the 2021 – 2023 Biennial Budget period, staff routinely reviews the budget to determine which matters should be adopted through a formal budget amendment. When budget variances occur that are outside the authority of the City Manager, these budget adjustments are presented to City Council. Pursuant to City Council Policy No. 105 "Financial Policies", City Council approval is required to increase the total sum of the appropriations made for the Operating Budget or the Capital Improvement Plan from the adopted Budget Resolution.

The 2021-2023 Biennial Budget was very challenging to produce given the unprecedented global pandemic and its effect on the economy. These generated predictions of significant General Fund revenue reductions which exposed some City services to possible cuts at the time, but fortunately such losses did not materialize. At the previous City Council Meeting on September 27, 2022, staff prepared an unaudited financial report for the fiscal year ended June 30, 2022 (year one of the two-year biennial budget period). The purpose of the report was to provide a fiscal update for

Mid-Cycle Budget Amendments to FY 2022/2023

October 11, 2022

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Year 1 of the 2021-2023 Biennial Budget, as well as to receive feedback from City Council on a list of proposed budget amendments to the current FY 2022/2023 budget, in light of the results of the previous year's fiscal activity.

As presented to City Council on September 27, 2022, staff reported total funding sources exceeded the FY 2021/2022 budget by over \$1.6 million. This was attributable to an excess in General Fund revenues, largely from sales tax revenues which exceeded its budget by over \$1.1 million from an increase in taxable sales as businesses continue to return to business-as-usual after the pandemic, as well as the recapturing of misallocated revenue from prior period allocations. Additionally, staff reported total funding uses at fiscal year end were under budget by over \$1.4 million, which is the result of lower operating department expenditures, as well as the deferment of construction projects budgeted for the 2021/2022 fiscal year in the Capital Improvement Program (CIP) Fund. While all but one operating department experienced a decrease in expenditures, the Public Safety operating budget was the leading department to come in under budget, at roughly \$439,000 underspent for the fiscal year due to less overtime and more position vacancies than what was previously projected. The combination of positive variances in both revenues and expenditures resulted in an overall increase to total governmental fund balance by \$3.7 million, which was roughly \$3.1 million over the projected \$600,685 net change in fund balance.

Following the overview of the prior fiscal year's activity, staff presented proposed budget amendments to the current fiscal year 2022/2023 operating budget and CIP budget, along with appropriations from the prior fiscal year that will administratively be carried into the current fiscal year pursuant to City Council Policy No. 105 which allows for any unspent appropriations in Year 1 to automatically carry into Year 2. The total of the proposed budget adjustments to the operating budget is roughly \$1.8 million, which includes both a carry over from the prior year's appropriation of \$498,931 and a proposed increase in spending of \$1,283,493 for the biennial period. Additionally, approximately \$826,000 in deferred CIP projects from the prior fiscal year will be carried into the fiscal year 2022/2023 CIP budget. A detailed list of the proposed budget adjustments was included as Attachment E and Attachment F to the staff report.

Having now received City Council's feedback on the proposed amendments, it is staff's recommendation that the City Council amend the Operating Budget as proposed at the regular meeting of the City Council on September 27, 2022, and adopt the attached proposed Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Fiscal Year 2022/2023 Operating Budget."

Mid-Cycle Budget Amendments to FY 2022/2023

October 11, 2022

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ATTACHMENTS:

- Proposed Resolution - Amendments to the FY 2022/2023 Operating Budget
- Exhibit A - Proposed Amendments to FY 2022/2023 Operating Budget

RESOLUTION NO. 2022-10-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL
YEAR 2022/2023 OPERATING BUDGET

WHEREAS, the City Council of the City of Laguna Hills approved Resolution No. 2021-06-22-5 on June 22, 2021, adopting the Operating Budget, Capital Improvement Program and Other Appropriations for the City of Laguna for the Fiscal Years 2021/2022 to 2022/2023 Biennial Budget; and

WHEREAS, City Council Policy No. 105, the "Financial Policies", Section A "Budgeting", sub-section 12, sets forth all the appropriations in the Operating Budget will be automatically carried over from the first year to the second year of the two-year budget period; and

WHEREAS, City Council Policy No. 105, the "Financial Policies", Section A "Budgeting", sub-section 16, sets forth City Council approval is required to increase the total sum of the appropriations made for the Operating Budget or the Capital Improvement Plan from the adopted Budget Resolution.

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Budget Amendments. The City Council hereby approves and adopts the proposed amendments to the Fiscal Year 2022/2023 Operating Budget, as set forth in the attached Exhibit "A".

PASSED, APPROVED, AND ADOPTED this 11th day of October 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, INTERIM CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-10-11-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 11th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, INTERIM CITY CLERK

EXHIBIT A

Proposed Amendments
to the
Fiscal Year 2022/2023
Operating Budget

CITY OF LAGUNA HILLS

PROPOSED BUDGET AMENDMENTS

FISCAL YEAR 2022-2023 - OPERATING BUDGET

			BUDGET ADJUSTMENTS			
Dept	Acct No.	Account Description	FY 2022-2023 CURRENT BUDGET	Carry over from FY 2021-2022	Proposed Budget Amendments (+/-)	FY 2022-2023 PROPOSED AMENDED BUDGET
Department: 155 - GENERAL GOVERNMENT						
	100-155-700010	Legal Services-General Counsel	310,000		90,000	400,000
	100-155-700020	Professional Services - Legislative	34,800		(22,800)	12,000
	100-155-700051	Professional Services - Annual Financial Audit	33,250		20,000	53,250
	100-155-720030	General Municipal Election Services	25,000		15,000	40,000
		Sub-total		-	102,200	
Department: 195 - NON-DEPARTMENTAL						
	100-195-611000	Training and Education	8,500	5,000		13,500
	100-195-641200	Rent/Lease - Copier	13,500	-	5,000	18,500
	100-195-690000	General Liability Loss Coverage	441,426	-	(16,660)	424,766
	100-195-690050	Employment Practices Liability Loss Coverage	15,325	-	(2,238)	13,087
	100-195-690100	Property Loss Coverage	95,257	-	14,892	110,149
	100-195-690150	Earthquake Loss Coverage	42,857	-	7,634	50,491
	100-195-690200	Commercial Crime Loss Coverage	4,408	-	(434)	3,974
	100-195-690300	Insurance Administration	48,271	-	5,698	53,969
	100-195-720050	Contract Services - Software Support	142,963	20,000	-	162,963
	100-195-940000	Computer Hardware & Software	21,700	-	85,658	107,358
		Sub-total		25,000	99,550	
Department: 225 - COMMUNITY DEVELOPMENT						
	100-225-613100	Vehicle Expense - Fuel	-		1,500	1,500
	100-225-700201	Plan Application	25,000		25,000	50,000
	100-225-700225	Housing Element	-		100,000	100,000
	100-225-700226	Rezone & Enviromental	-		250,000	250,000
	100-225-700227	Objective Design Standards	-		100,000	100,000
		Sub-total		-	476,500	
Department: 310 - COMMUNITY SERVICES						
	100-310-632500	Utilities - Gas Comm Ctr	1,500	-	1,000	2,500
	100-310-641000	Rent/Lease - Equipment	2,900	-	8,000	10,900
	100-310-662000	Merchant Credit Card Processing Service Fees	15,534	-	5,000	20,534
	100-310-695500	Special Events - Program Services	138,750	-	25,000	163,750
	100-310-695501	Day Camps & Build A Fort	17,900	3,000	-	20,900
	100-310-695504	Displays, Exhibits & Educational Programs	500	-	15,000	15,500
	100-310-695508	July Fourth Celebration	63,450	-	15,000	78,450
	100-310-695530	City Anniversary Program	-	-	1,000	1,000
	100-310-695531	Heritage Day	-	-	60,000	60,000
	100-310-720302	Contract Services - Homelessness	26,130	-	33,731	59,861
	100-310-721505	Contract Services- Janitorial & Sanitation	148,600	-	11,400	160,000
	100-310-910500	Equipment & Machinery - Community Center	1,500	-	166,000	167,500
		Sub-total		3,000	341,131	
Department: 355 - PUBLIC WORKS						
	100-355-610000	Memberships and Dues Expense	2,800		600	3,400
	100-355-611000	Training and Education	10,000		(5,000)	5,000
	100-355-613100	Vehicle Expense - Fuel	4,500		500	5,000
	100-355-622000	Operating Supplies	12,000		10,000	22,000
	100-355-623000	Printing	3,000		(1,500)	1,500
	100-355-630000	Telephone & Communication	500		(250)	250
	100-356-630000	Telephone & Communication - MOE	-		250	250
	100-355-631400	Electricity - Street Lights/Signals	450,000		(450,000)	-
	100-356-631400	Electricity - Streetlights & Signals - MOE	-		450,000	450,000
	100-355-631900	Utilities - Electric - On Bill Financing	90,000		(90,000)	-
	100-356-63190	Utilities - Electric - On Bill Financing - MOE			90,000	90,000
	100-355-635000	Utilities - Water	375,000		125,000	500,000
	100-355-640000	Rent/Lease - Facility	7,000		2,012	9,012
	100-355-700100	City Engineer Services	35,000		(35,000)	-
	100-355-700101	Traffic Engineer Services	50,000		(50,000)	-
	100-356-700101	Traffic Engineer Services - MOE	-		65,000	65,000
	100-355-700250	On-Call Engineer Services	2,500		7,500	10,000
	100-355-700255	Improvement Inspection	155,000		45,000	200,000
	100-355-700300	Hazard Mitigation Plan	-	19,374		19,374

CITY OF LAGUNA HILLS

PROPOSED BUDGET AMENDMENTS

FISCAL YEAR 2022-2023 - OPERATING BUDGET

BUDGET ADJUSTMENTS

<u>Dept</u>	<u>Acct No.</u>	<u>Account Description</u>	FY 2022-2023 CURRENT BUDGET	Carry over from FY 2021-2022	Proposed Budget Amendments (+/-)	FY 2022-2023 PROPOSED AMENDED BUDGET
	100-355-720400	Street Maintenance	600,000		(125,000)	475,000
	100-355-720401	Other Public Works Maintenance			125,000	125,000
	100-355-720410	Street Sweeping	215,000			215,000
	100-355-720420	Traffic Signal Maintenance	180,000		(180,000)	-
	100-356-720420	Traffic Signal Maintenance - MOE	-		120,000	120,000
	100-355-720500	Graffiti Removal	85,000		35,000	120,000
	100-355-720700	Landscape Maintenance Contract	1,225,000		75,000	1,300,000
		Sub-total		19,374	214,112	
Department: 420 - PUBLIC SAFETY						
	100-420-720800	General Law Enforcement	9,651,658	451,557	-	10,103,215
	100-420-720850	Private Security Patrol	-		50,000	50,000
		Sub-total		451,557	50,000	
		TOTAL		498,931	1,283,493	



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Proposed Contract Services Agreement with Millennium Alarm Systems, Inc. for the Purchase and Installation of Additional Security Cameras at the Laguna Hills Community Center and Sports Complex

RECOMMENDATION: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the Laguna Hills Municipal Code (“LHMC”) Section 3-08.090 pursuant to the exceptions set forth in LHMC Sections 3-08.110(F), (I) and (J), for approval of a proposed Contract Services Agreement with Millennium Alarm Systems, Inc., for the purchase and installation of additional security cameras at the Community Center and Sports Complex; and 2) Approve and authorize the Mayor or the Mayor Pro Tempore to sign the proposed Contract Services Agreement with Millennium Alarm Systems, Inc., in the total maximum not-to-exceed contract amount of \$165,711.64.

SUMMARY:

Staff’s proposed Community Center and Sports Complex Security Camera and Lighting Plan (“Security Plan”) was presented to and revised by the City Council on August 23, 2022. The updated Security Plan includes the removal of all security lighting as directed by the City Council and also includes other revisions as explained in this staff report. Millennium Alarm Systems, Inc. (MAS) is the City’s existing security system maintenance and support vendor for both the Laguna Hills Civic Center and Community Center and Sports Complex. MAS has submitted a proposal to the City for the purchase and installation of additional security cameras as identified in the updated Security Plan at the Community Center and Sports Complex. Staff recommends that the City Council

waive the formal competitive bidding process based on the findings set forth in this staff report and approve the proposed Contract Services Agreement for the purchase and installation of additional security cameras at the Community Center and Sports Complex with Millennium Alarm System, Inc. (the "Agreement"). MAS anticipates, once all equipment is ordered and received, that the additional security camera installations will be completed by the end of December 2022.

BACKGROUND:

Security Camera and Lighting Plan ("Security Plan") on August 23, 2022. At this meeting, the City Council approved the plan in terms of the installation of security cameras but directed the removal of the proposed installation of security lighting from the plan. Security lighting, and lighting in general at the Community Center and Sports Complex, will be addressed as a separate project, per prior City Council direction.

As the City Council may recall, the Orange County Intelligence Assessment Center (OCIAAC) performed a field review of the Laguna Hills Community Center and Sports Complex last year and made several recommendations to improve security measures within the complex including the installation of additional surveillance cameras to cover gaps of surveillance coverage throughout the entire facility. City staff, working with OC Sheriff's Department (OCSD), developed a plan to address these gaps in coverage, which resulted in the recommended camera locations of the Security Plan. Millennium Alarm Systems, Inc., the City's current security camera support vendor, has also assisted City staff in the development of the Security Plan and provided cost estimates for the security equipment in each version of the proposed Security Plan presented to the City Council.

The Security Plan has since been revised and updated in accordance with the direction previously provided by the City Council on August 23, 2022, for the removal from the plan of security lighting. Additionally, staff has revised the Security Plan to remove the installation of replacement cameras at the Skatepark, as the current cameras are already high-definition cameras; and staff added a third pan/tilt/zoom camera to the Security Plan to cover the soccer field parking lot. Both City staff and OCSD are also recommending real-time surveillance of all three Community Center and Sports Complex parking lots with pan/tilt/zoom surveillance camera capabilities. These revisions, and their respective costs impacts to Security Plan, are summarized in the Fiscal Impact section below.

A proposal was received by the City from MAS, dated September 20, 2022, which

incorporates all of the latest revisions and updates to the Security Plan. Attached to this report is a proposed Contract Services Agreement with MAS in the total maximum not-to-exceed contract amount of \$165,711.64 for the purchase and installation of the additional security cameras identified in the updated Security Plan. The updated Security Plan is attached as Exhibit "A" to the proposed Contract Services Agreement (**Attachment 1**). Typically, when a procurement for goods, equipment, and non-professional services exceeds \$50,000, the City conducts a formal competitive solicitation process and issues a Notice Inviting Bids (NIB) inviting qualified vendors to submit proposals to provide the requested goods, equipment, and services. However, in the opinion of the Purchasing Officer, and under the circumstances presented, such a formal competitive procurement process at this time is not in the City's best interest for the reasons stated below. The City Council is, therefore, requested to waive the formal competitive bidding requirements set forth in LHMC Section 3-08.090, pursuant to the exceptions set forth in LHMC Sections 3-08.110 (F), (I) and (J). For each of the exceptions, staff has provided justifications below for waiving the competitive bidding requirements of LHMC 3-08.090.

LHMC 3-08.110(F)

When a specific make, model, or brand is necessary to match existing city equipment or to facilitate the continuity of effective maintenance and support.

Justification: MAS's proposed additional cameras match the existing brand of cameras and will integrate with the City's existing surveillance software system. Further, MAS is the City's current security system maintenance and support vendor for both the Civic Center and Community Center and Sports Complex surveillance systems, and it is recommended for the "continuity of effective maintenance and support" of the surveillance system that MAS install the new cameras at the Community Center and Sports Complex in order to ensure system-wide continuity, maintenance, and software support.

LHMC 3-08.110(I)

When an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest.

Justification: As stated above, MAS is the current maintenance and support security camera vendor for the City and is familiar with the City's technical specifications, equipment, and surveillance systems. All of the City's existing surveillance software systems have been installed and configured by MAS; and thus, MAS is uniquely qualified to add more compatible equipment to an existing surveillance system that they already designed, installed, and support under an existing support agreement.

Further, MAS's familiarity with the Security Plan is supportive of MAS's particular expertise to continue forward with the implementation of the plan. MAS assisted the City with the development of the Security Plan over the last several months and understands the City's unique security camera coverage needs, power requirements and power sources, and network connectivity requirements for camera installations.

LHMC 3-08.110(J)

When, in the opinion of the City Council, it is determined that compliance with the procurement policies, procedures and/or requirements is not in the best interest of the city.

Justification: For all of the reasons stated above, it is the opinion of the Purchasing Officer that it is not in the City's best interest to conduct a formal competitive bid process for the purchase and installation of the additional cameras set forth in the updated Security Plan. It is likely that a formal competitive bidding process will result in higher prices because other vendors will be unfamiliar with the City's existing surveillance system. Also, a new vendor's unfamiliarity with the City's existing system and the need for compatible equipment may serve to complicate completing the installation of the additional camera equipment in a timely fashion.

Moreover, for the continuity of support of the City's system, it is recommended that MAS install the additional equipment.

FISCAL IMPACT:

The total maximum not-to-exceed contract amount proposed under the Contract Services Agreement with MAS is \$165,711.64 for the purchase and installation of the additional security cameras set forth in the updated Security Plan. Listed below are the revisions to the plan presented to the City Council on August 24, 2022; and also listed is

Contract Services Agreement Millennium Alarm Systems, Inc.

October 11, 2022

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each revision's respective cost adjustment to the August 24, 2022, plan. The result is the proposed updated Security Plan cost as proposed in the Agreement.

August 24, 2022 - Security Plan Cost Estimate	171,501.86
less security lighting	(10,040.68)
less 3 existing HD cameras at Skatepark	(2,048.39)
Pan/Tilt/Zoom Camera addition (zone 1)	6,298.85
October 11, 2022 - Proposed Security Plan Cost	165,711.64

The City Council was presented with the Financial Update and Mid-Cycle 2021-2023 Biennial Budget Review on September 27, 2022, and the budget amount of \$166,000 (rounded up from the \$165,711.64 cost) was included in that update. On October 11, 2022, the Council will be presented with a budget amendment which will include the amount of \$166,000 to fund the work efforts of the Security Plan.

ATTACHMENTS:

- Proposed Contract Services Agreement with Millennium Alarm Systems, Inc.

CONTRACT SERVICES AGREEMENT
Millennium Alarm Systems, Inc.
(Security Plan – Community Center and Sports Complex)

THIS CONTRACT SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 12th day of October 2022 by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as “City”), and MILLENNIUM ALARM SYSTEMS, INC., a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the services of a qualified security consulting company that specializes in the design, installation, integration, maintenance and technical support of security systems to provide the City with additional security cameras that are compatible with the City’s existing security system design and software in order to resolve coverage gaps at the Laguna Hills Community Center and Sports Complex in accordance with a City-approved updated Security Plan (the “Project”).

B. Consultant has submitted to City a formal written proposal, dated September 20, 2022, to provide the City with additional security cameras that are compatible with the City’s existing security system design and software in order to resolve coverage gaps at the Laguna Hills Community Center and Sports Complex in accordance with a City-approved updated Security Plan for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, or technical expertise able to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such services to City for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide the City with additional security cameras that are compatible with the City’s existing security system design and software in order to resolve coverage gaps at the Laguna Hills Community Center and Sports Complex in

accordance with a City-approved updated Security Plan for the Project pursuant to the terms of this Agreement as described and as set forth in Consultant's Proposal/Scope of Work, dated September 20, 2022, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by consultants in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original September 20, 2022 proposal submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and

Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Sixty Five Thousand Seven Hundred Eleven Dollars and Sixty Four Cents (\$165,711.64) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence on the Effective Date, October 12, 2022, and shall continue in full force and effect until the Project is completed.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Niels-Ole Staehr, President/CEO. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer

shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to

Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be

in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its 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 (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees

to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting Party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees,

expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
 Attention: City Manager
 24035 El Toro Road
 Laguna Hills, California 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Consultant: Millennium Alarm Systems, Inc.
 Attention: Niels-Ole Staehr, President/CEO
 5777 W. Century Boulevard, Suite 1755
 Los Angeles, California 90045
 Telephone: (800) 400-7872
 Fax: (310) 337-1650

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.8 Labor Code Requirements.

A. Prevailing Wages. Consultant is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DAVE WHEELER,
 Mayor

ATTEST:

 (SEAL)

JENNIFER LEE,
 Interim City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Millennium Alarm Systems, Inc.,
 a California corporation

By: 

 NIELS-OLE STAHR, President/CEO

By: 

 MARTIN ASKGARD, Secretary/CFO

EXHIBIT “A”**CONSULTANT’S SECURITY PLAN PROPOSAL/ SCOPE OF WORK****DATED: SEPTEMBER 20, 2022**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



SECURITY PLAN PROPOSAL

City of Laguna Hills, CA

September 20, 2022

millenniumalarmsystems.com

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COVER LETTER

Millennium Alarm Systems Inc. is pleased to present this proposal to the City of Laguna Hills for complete, turn-key surveillance (CCTV) throughout the Community Center at 25555 Alicia Parkways, Laguna Hills, CA 92653.

Millennium Alarm Systems Inc. was established in 1998. Its head office is in Los Angeles. We are licensed in California, Arizona, Nevada, Oregon, Texas, Colorado, Washington, Florida, and Puerto Rico.

Millennium Alarm Systems Inc. specializes in the design, installation, integration, and service of Security and fire alarm systems, and we also focus on Access Control systems and Closed-Circuit TV (CCTV) camera surveillance systems for residential and commercial applications.



Millennium Alarm Systems Inc. can provide you with a solution for your security system requirement, from a single-family home to larger estates or apartment complexes or small businesses to a larger industrial facility. We have a solution for your needs. We have installed over 100,000 security systems over the last 20 years, and every customer is important to us.

Millennium Alarm Systems Inc. works closely with partners all over our license areas. Through our partner operations, Millennium Alarm Systems, Inc. can reach out and help protect customers in locations that might otherwise be unavailable.

CORPORATE OFFICE INFORMATION:

Millennium Alarm Systems, Inc. | Los Angeles
5777 W. Century Blvd., Suite 1755
Los Angeles, CA 90045



Email: info@masinc2000.com

Phone: 1 (800) 400-7872

Fax: 1 (310) 337-1650

http://millenniumalarmsystems.com

LOCAL OFFICE INFORMATION:

Millennium Alarm Systems, Inc. | Riverside
1737 Atlanta Ave., Suite H-8
Riverside, CA 92507

Email: Oscar@masinc2000.com

Phone: 1 (310) 895-5373

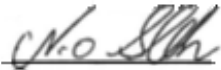
Fax: 1 (310) 337-1650

http://millenniumalarmsystems.com

Millennium Alarm Systems Inc. is uniquely qualified to provide you with this Statement of Work to enhance the City's Security Surveillance System. MAS is currently under agreement to support and maintain the current Security system at the Community Center and Civic Center. Millennium Alarm Systems Inc. brings knowledge and expertise of the existing infrastructure to help with the scalability of additional equipment, as noted in Appendix A.

Millennium Alarm Systems Inc. is well positioned to service the City of Laguna Hills with our team of dedicated technical resources, including an extensive vehicle fleet, based locally out of our Riverside and other local offices.

Authorized Signers:



Niels-Ole Staehr

Owner

Niels@MASinc2000.com

(310) 895-5370

PERSONNEL

MANAGEMENT CONTACT:

The Account Executive is responsible for all business communications regarding the service contract and additional related projects. The Account Executive will communicate directly with the customer to ensure the project is executed to plan.

Niels-Ole Staehr

Owner

Neils@MASinc2000.com

(310) 895-5370

SITE AND PROJECT MANAGER

The project manager is responsible for the overall performance and execution of **Millennium Alarm Systems Inc.'s** scope of work throughout the contract. The Project Manager focuses on all aspects of project performance, especially resource planning and scheduling, communication, customer satisfaction, and quality assurance.

- Serves as primary communication interface on project related matters.
- Coordinates the development of documentation to support and maintain the City's Networking.
- Schedules any activities in concert with the overall schedule.
- Change management and control of services as needed.
- Resolves contractual issues.
- Issues weekly status reporting.

Oscar Gomez – Site Project Manager, Technician C10 Certified

Email: Oscar@MASINC2000.com)

(310) 895-5373

Oscar has over nineteen years of experience with integrated security and networking systems, including experience with engineering, programming, and commissioning of CCTV, ALPR, Access Control systems, and cabling data center. Oscar has extensive experience designing, installing, and managing electrical/video security solutions with our local government sector, including the cities of the City of Laguna Hills. Oscar is a certified **C10** Electrician, access control, CCTV, and alarm platforms. Oscar possesses extensive experience in the following specific systems:

- | | |
|------------------|----------------|
| • AXIS | • Single PH |
| • Arecont Vision | • Three PH |
| • QNAP | • DSC |
| • SelectDNA | • Honeywell |
| • Exacq | • SilentKnight |

- Firelight
- QSC
- Kantech

OPERATIONS SERVICE MANAGER

The Service Manager is responsible for the overall performance and execution of the contracted services. The service manager becomes your point of contact after initial implementation and fully transitions into service delivery.

Robert Masariego – Operations Service Manager

Email: Robert@masinc2000.com

1 (213) 308-0991

Robert has over seventeen years of experience with security and networking systems, including experience programming and commissioning CCTV and Access Control systems, and cabling data centers. Robert Masariego possesses extensive experience in the following specific systems:

- Axis
- Arecont Vision
- QNAP
- Firelight
- Kantech
- SilentKnight
- Exacq
- Honeywell
- DSC
- QSC

SCOPE OF WORK

The scope of work is to provide the **City of Laguna Hills's** a full service for complete, turn-key surveillance (CCTV) at the locations indicated in Appendix A Community Center and Sports Complex Security Cameras Plan (Installation Locations).

This Statement of Work is addressing the following areas:

Zone 1 – Soccer fields 1 & 2, walkway in-between soccer fields and Softball field, Community Center Drive and Town Green Entrances (see Appendix A)

LIGHT POLE INSTALLATION 1

The **first** area: Soccer Field 1 & 2 walkway in-between soccer fields and softball field. Millennium Alarm Systems, Inc. (MAS) is recommending the Axis P3727-PLE be installed on the light pole at a height of 15' to 20' high. AXIS P3727-PLE offers four channels with 2MP per channel at 30 fps. This multidirectional camera allows for the flexible positioning of four varifocal camera heads. Each head can be controlled individually to capture scenes in four directions in wide-angle or zoomed-in views. It includes 360° IR illumination with individually controllable LEDs and an automatic IR cut filter. Plus, remote zoom and focus capabilities ensure fast and accurate installation. AXIS Edge Vault protects your Axis device ID and simplifies authorization of Axis products on your network. Furthermore, AXIS Object Analytics offers highly nuanced object classification and reliable detection with fewer false positives.

- a. 4*2 MP at 30 fps per channel
- b. 360° IR illumination with individually controlled LEDs > AXIS Edge Vault and TPM module
- c. AXIS Object Analytics on one channel
- d. Edge storage with 2* microSD card slots

LIGHT POLE INSTALLATION 2

The **second** area: Community Center and town Green Entrance. MAS is recommending the same camera for this location also. We are also recommending Axis Q6135-LE PTZ, which offers HDTV 1080p with 32x optical zoom. It features OptimizedIR up to 250 m (820 ft) or more depending on the scene and Lightfinder 2.0 for clear, sharp images even in challenging light. Sharpdome technology allows you to see 20° above the horizon with the same sharp image quality as below. It includes an orientation aid and auto-tracking 2 with click and track functionality. Privacy masking with mosaic lets you pixelate whole areas of the scene. It includes enhanced security features such as signed firmware, secure boot, and a TPM module. Plus, Axis Zipstream with support for H.264 and H.265.

- e. HDTV 1080p with 32x optical zoom > OptimizedIR (250 m/820 ft range) > Lightfinder 2.0
- f. Autotracking 2 and orientation aid > TPM, FIPS 140-2 level 2 certified

Zone 2 – Softball Field, Playground, Upper Town Green, and Picnic Shelter (see Appendix A)

LIGHT POLE INSTALLATION 1

The **third** area: Softball Field. MAS is recommending the Axis P3727-PLE be installed on the light pole at a height of 15' to 20' high.

LIGHT POLE INSTALLATION 2

The **fourth** area: Upper Town Green. MAS is recommending Axis P3727-PLE be installed on the light pole at a height of 15' to 20' high.

GAZEBO INSTALLATION

The **fifth** area: Picnic Shelter. MAS is recommending Axis P3727-PLE be installed on the Gazebo facing the playground.

Zone 3 – Little League Field, Town Green, Upper Community Center Drive (see Appendix A)

LIGHT POLE INSTALLATION 1

The **sixth** area: Little league Field. MAS is recommending Axis P3727-PLE be installed on the light pole at a height of 15' to 20' high.

LIGHT POLE INSTALLATION 2

The **seventh** area: Town Green. MAS is recommending Axis P3727-PLE be installed on the light pole at a height of 15' to 20' high.

LITTLE LEAGUE SCOREBOARD INSTALLATION

The **eighth** area: Little League centerfield. MAS is recommending Axis P3727-PLE be installed on the back of the Scoreboard with an extended arm.

Zone 4 – Hockey Rink and Skate Park (see Appendix A)

LIGHT POLE INSTALLATION 1 AND LIGHT POLE INSTALLATION 2

The **ninth** area: Hockey Ring. MAS is recommending two Axis P3727-PLE be installed on the light pole at a height of 15' to 20' high. To oversee the grass area and the hockey ring.

SKATE PARK LIGHT POLE INSTALLATION

The **tenth** area: Skate Park. MAS is recommending Axis Q6135-LE PTZ be installed. There are 3 existing HD cameras remain as is overseeing the skate Park (no change).

Zone 5 – Community Center Building (Exterior) (see Appendix A)

PLAZA CORNER ENTRY INSTALLATION, PDV SIDE OF GYM INSTALLATION, SIDE BACK ENTRANCE/TRASH ENCLOSURE INSTALLATION, AND EXISTING CAMERA UPGRADES

The **eleventh**: Community Center Building (Exterior). There are seven Existing cameras not including the Heritage Patio. Heritage Patio has an existing Axis P3727-PLE that oversees the patio, mailing drop-off, and front entry. Plaza Corner Entry, PDV Side of Gym, PDV Side of Gym, and side back Entrances/Trash Enclosure are areas where the new HNC3V241R-IR-ZS-S2 4 IP

Motorized VPD, 1/ 2.5", 4MP@30FPS, 2.8-12mm, EXIR(98ft), True WDR, Starlight, VCA, FD, SD slot cameras are being installed. One of the existing cameras that is located on the second floor facing the front parking stall will be replaced for the Axis Q6135-LE PTZ. The Axis Q6135-LE PTZ will enable us to pan & tilt zoom in to particular areas of the parking lot.

Zone 6 – Community Center Building (Interior) (see Appendix A)

EXISTING CAMERA UPGRADES/ADDITIONS

The **twelve** area: Community center building (interior).

20 existing cameras will be replaced with HNC3V241R-IR-ZS-S2 4 IP Motorized VPD, 1/ 2.5", 4MP@30FPS, 2.8-12mm, EXIR(98ft), True WDR, Starlight, VCA, FD, SD Slot.

Also adding seven (7) new HD fixed cameras in the following locations:

- a. Camera 1: Physical activity room
- b. Camera 2 & 3: Gymnasium
- c. Camera 4: Kitchen
- d. Camera 5: Classroom
- e. Camera 6: Art Classroom
- f. Camera 7: Outdoor patio area

ACTIVITIES and INSTALLATION LOCATIONS

- Detailed installation activities and locations can be found in **Appendix A**.

COST PROPOSAL

By Zone	
<i>Total Zone 1 Cost</i>	\$ 18,727.44
<i>Total Zone 2 Cost</i>	\$ 18,642.89
<i>Total Zone 3 Cost</i>	\$ 18,642.89
<i>Total Zone 4 Cost</i>	\$ 18,727.44
<i>Total Zone 5 Cost</i>	\$ 13,126.85
<i>Total Zone 6 Cost</i>	\$ 18,435.60
<i>Additional (Labor/Misc)</i>	\$ 59,408.53
Grand Total	\$ 165,711.64
By Category	
<i>Total Cameras</i>	\$ 106,303.11
<i>Additional (Labor/Misc)</i>	\$ 59,408.53
Grand Total	\$ 165,711.64

Notes: Parts cost include Shipping + Handling + Taxes

Details in **Appendix A**.

City will be invoiced entire project cost at the completion of the project.

SCHEDULE OF PERFORMANCE

Task	Start	End
Equipment procurement and rentals	Oct. 2022	Nov. 2022
ZONE 1 – Soccer Fields 1 & 2, walkway in-between soccer fields and softball field, Community Center Drive and Town Green Entrances	<i>Data cable installation, Software licensing and installation, Camera configuration, Wireless devices setup/configuration, Testing and calibration</i>	
Light Pole Installation 1	Nov. 2022	Nov. 2022
Light Pole Installation 2	Nov. 2022	Nov. 2022
ZONE 2 – Softball Field, Playground, Upper Town Green, and Picnic Shelter	<i>Data cable installation, Software licensing and installation, Camera configuration, Wireless devices setup/configuration, Testing and calibration</i>	
Light Pole Installation 1	Nov. 2022	Nov. 2022
Light Pole Installation 2	Nov. 2022	Nov. 2022
Gazebo Installation	Nov. 2022	Nov. 2022
ZONE 3 – Little League Field, Town Green, Upper Community Center Dr.	<i>Data cable installation, Software licensing and installation, Camera configuration, Wireless devices setup/configuration, Testing and calibration</i>	
Light Pole Installation 1	Nov. 2022	Nov. 2022
Light Pole Installation 2	Nov. 2022	Nov. 2022
Little League Scoreboard Installation	Nov. 2022	Nov. 2022
ZONE 4 – Hockey Rink and Skate Park	<i>Data cable installation, Software licensing and installation, Camera configuration, Wireless devices setup/configuration, Testing and calibration</i>	
Light Pole Installation 1	Nov. 2022	Nov. 2022
Light Pole Installation 2	Nov. 2022	Nov. 2022
Skate Park Light Pole Installation	Nov. 2022	Nov. 2022
ZONE 5 – Community Center Building (Exterior)	<i>Data cable installation, Software licensing and installation, Camera configuration, Camera physical installation on buildings, Wireless devices setup/configuration, Testing and calibration</i>	
Heritage Patio Installation	Dec. 2022	Dec. 2022
Plaza Corner Entry Installation	Dec. 2022	Dec. 2022
PDV Side of Gym Installation	Dec. 2022	Dec. 2022
Side Back Entrance/Trash Enclosure Installation	Dec. 2022	Dec. 2022
Existing Camera Upgrade	Dec. 2022	Dec. 2022
ZONE 6 – Community Center Building (Interior)	<i>Data cable installation, Software licensing and installation, Camera configuration, Camera physical installation on buildings, Wireless devices setup/configuration, Testing and calibration</i>	
Replace 20 existing cameras with HD fixed cameras (#1-20)	Dec. 2022	Dec. 2022
Install seven (7) new HD fixed cameras (new cameras #1-7)		

Camera #1 - Physical Activities Room	Dec. 2022	Dec. 2022
Camera #2 - Gymnasium	Dec. 2022	Dec. 2022
Camera #3 - Gymnasium	Dec. 2022	Dec. 2022
Camera #4 - Kitchen	Dec. 2022	Dec. 2022
Camera #5 - Classrooms	Dec. 2022	Dec. 2022
Camera #6 - Arts Room	Dec. 2022	Dec. 2022
Camera #7 - Outdoor Patio	Dec. 2022	Dec. 2022

Note: Timeline may vary based on equipment availability.



Millennium Alarm Systems, Inc.
5777 W. Century Blvd., Suite 1755
Los Angeles, CA 90045

Email: info@masinc2000.com
Phone: 1 (800) 400-7872
Fax: 1 (310) 337-1650



License Numbers

California: #ACO5261 | Arizona: #ROC261615 | Nevada: #74797 | Texas: #B16995 | Washington: #MILLEAS890P5 | Colorado #20141014434 | Oregon CCL #208200 | Florida F16000004622 |
Puerto Rico 385353

Appendix A

SECURITY PLAN QUOTE
City of Laguna Hills, CA
Last Update Date: 09/10/2022 - APPENDIX A

Community Center and Sports Complex Security Cameras Plan

Notes: Parts cost include Shipping + Handling + Taxes

	PART#	QTY	UNIT COST	COST	REF/NOTES
ZONE 1 – Soccer Fields 1 & 2, walkway in-between soccer fields and softball field, Community Center Drive and Town Green Entrances					
<u>Light Pole Installation 1:</u>					
• One (1) 3600 Camera (Axis P3727-PLE)	P3727-PLE	1	\$ 1,884.00	\$ 1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$ 191.72	\$ 191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$ 584.99	\$ 584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$ 160.49	\$ 160.49	
AXIS T98A Sunshield	T98A	1	\$ 165.00	\$ 165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$ 169.65	\$ 169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$ 599.99	\$ 1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$ 589.50	\$ 1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$ 89.99	\$ 89.99	
<u>Light Pole Installation 2:</u>					
• One (1) 3600 Camera (Axis Q6135-LE PTZ)	Q6135-LE PTZ	1	\$ 6,298.85	\$ 6,298.85	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
• One (1) 3600 Camera (Axis P3727-PLE)	P3727-PLE	1	\$ 1,884.00	\$ 1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$ 191.72	\$ 191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$ 584.99	\$ 584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$ 160.49	\$ 160.49	
AXIS T98A Sunshield	T98A	1	\$ 165.00	\$ 165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$ 169.65	\$ 169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$ 599.99	\$ 1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$ 589.50	\$ 1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$ 89.99	\$ 89.99	
ZONE 2 – Softball Field, Playground, Upper Town Green, and Picnic Shelter					
<u>Light Pole Installation 1:</u>					
• One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$ 1,884.00	\$ 1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$ 191.72	\$ 191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$ 584.99	\$ 584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$ 160.49	\$ 160.49	
AXIS T98A Sunshield	T98A	1	\$ 165.00	\$ 165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$ 169.65	\$ 169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$ 599.99	\$ 1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$ 589.50	\$ 1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$ 89.99	\$ 89.99	
<u>Light Pole Installation 2:</u>					
• One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$ 1,884.00	\$ 1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$ 191.72	\$ 191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$ 584.99	\$ 584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$ 160.49	\$ 160.49	
AXIS T98A Sunshield	T98A	1	\$ 165.00	\$ 165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$ 169.65	\$ 169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$ 599.99	\$ 1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$ 589.50	\$ 1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$ 89.99	\$ 89.99	

Gazebo Installation:

• One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$	1,884.00	\$	1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$	191.72	\$	191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$	584.99	\$	584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$	160.49	\$	160.49	
AXIS T98A Sunshield	T98A	1	\$	165.00	\$	165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$	169.65	\$	169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$	599.99	\$	1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$	589.50	\$	1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$	89.99	\$	89.99	

ZONE 3 – Little League Field, Town Green, Upper Community Center Dr.Light Pole Installation 1:

• One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$	1,884.00	\$	1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$	191.72	\$	191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$	584.99	\$	584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$	160.49	\$	160.49	
AXIS T98A Sunshield	T98A	1	\$	165.00	\$	165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$	169.65	\$	169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$	599.99	\$	1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$	589.50	\$	1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$	89.99	\$	89.99	

Light Pole Installation 2:

• One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$	1,884.00	\$	1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$	191.72	\$	191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$	584.99	\$	584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$	160.49	\$	160.49	
AXIS T98A Sunshield	T98A	1	\$	165.00	\$	165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$	169.65	\$	169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$	599.99	\$	1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$	589.50	\$	1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$	89.99	\$	89.99	

Little League Scoreboard Installation:

• One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$	1,884.00	\$	1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$	191.72	\$	191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$	584.99	\$	584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$	160.49	\$	160.49	
AXIS T98A Sunshield	T98A	1	\$	165.00	\$	165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$	169.65	\$	169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$	599.99	\$	1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$	589.50	\$	1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$	89.99	\$	89.99	

ZONE 4 – Hockey Rink and Skate ParkLight Pole Installation 1:

• One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$	1,884.00	\$	1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$	191.72	\$	191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$	584.99	\$	584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$	160.49	\$	160.49	
AXIS T98A Sunshield	T98A	1	\$	165.00	\$	165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$	169.65	\$	169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$	599.99	\$	1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$	589.50	\$	1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$	89.99	\$	89.99	

Light Pole Installation 2:

One (1) 360° Camera (Axis P3727-PLE)	P3727-PLE	1	\$	1,884.00	\$	1,884.00	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection
AXIS T91B57 Pole Mount	T91B57	1	\$	191.72	\$	191.72	
AXIS T98A18-VE Surveillance Cabinet	T98A18-VE	1	\$	584.99	\$	584.99	
AXIS T94N01D Pendant Kit	T94N01D	1	\$	160.49	\$	160.49	
AXIS T98A Sunshield	T98A	1	\$	165.00	\$	165.00	
AXIS T91D61 Wall Mount 1.5" NPS	T91D61	1	\$	169.65	\$	169.65	Axis 1-year warranty
60 GHz PtP link using 802.11ad with 5 GHz radio for backup. Ideal for high-throughput connectivity with a range of up to 500 m.	UBB-US	2	\$	599.99	\$	1,199.98	
CAT6 UTP OUTDOOR BLK 1M	N/A	3	\$	589.50	\$	1,768.50	
TP-Link TL-SG105PE 5-Port Gigabit Easy Smart Switch with 4-Port PoE+	TL-SG105PE	1	\$	89.99	\$	89.99	
Skate Park Light Pole Installation:							
Originally requested the installation of one pan/tilt/zoom camera (AXIS Q6135-LE PTZ).	Q6135-LE PTZ	1	\$	6,298.85	\$	6,298.85	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection • Pole Mount Kit • CAT6 cables

ZONE 5 – Community Center Building (Exterior)

Heritage Patio Installation:							
Camera location "a": One (1) 360O Camera (Axis P3727-PLE) (Already installed. Do not include this camera in quote)	P3727-PLE						Not Included in quote, already installed. Billed separately.
Plaza Corner Entry Installation:							
Camera location #2: One (1) fixed HD IR camera	HNC3V281R-IR-ZS-S2	1	\$	682.80	\$	682.80	Included • Object Analytics • Mounting Kits
PDV Side of Gym Installation 1:							
Camera location #3: One (1) fixed HD IR camera	HNC3V281R-IR-ZS-S2	1	\$	682.80	\$	682.80	Included • Object Analytics • Mounting Kits
Camera location #4: One (1) fixed HD IR camera	HNC3V281R-IR-ZS-S2	1	\$	682.80	\$	682.80	Included • Object Analytics • Mounting Kits
Side Back Entrance/Trash Enclosure Installation:							
Camera location #5: One (1) fixed HD IR camera	HNC3V281R-IR-ZS-S2	1	\$	682.80	\$	682.80	Included • Object Analytics • Mounting Kits
Existing Camera Upgrades:							
Replace and upgrade existing camera #1 with one (1) pan/tilt/zoom camera (AXIS Q6135-LE PTZ)	Q6135-LE PTZ	1	\$	6,298.85	\$	6,298.85	Included • Axis Fences Guard • Axis Loitering Guard • Axis Motion Guard • Axis Object Analytics • Axis Video Motion Detection • Pole Mount Kit • CAT6 cables
Replace existing cameras 2, 3, 4, 5, 6, 7 with HD IR cameras as needed. (Camera #7 may not be needed)	HNC3V281R-IR-ZS-S2	6	\$	682.80	\$	4,096.80	Included • Object Analytics • Mounting Kits

ZONE 6 – Community Center Building (Interior)

Replace 20 existing cameras with HD fixed cameras (#1-20)	HNC3V281R-IR-ZS-S2	20	\$	682.80	\$	13,656.00	
Install seven (7) new HD fixed cameras (new cameras #1-7)							
- Camera #1 - Physical Activities Room							
- Camera #2 - Gymnasium							
- Camera #3 - Gymnasium							
- Camera #4 - Kitchen							
- Camera #5 - Classrooms	HNC3V281R-IR-ZS-S2	7	\$	682.80	\$	4,779.60	
- Camera #6 - Arts Room							
- Camera #7 - Outdoor patio area							

Additional Items

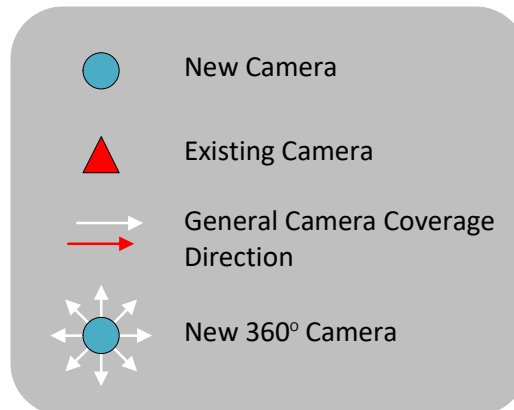
Camera Licensing	52	\$	252.00	\$	13,104.00	
Equipment Rental (8 Days)	8	\$	3,100.00	\$	24,800.00	
Installation Labor		\$	12,554.53	\$	12,554.53	
Project Management/Oversight		\$	3,500.00	\$	3,500.00	
Site Analysis/Design		\$	2,150.00	\$	2,150.00	
MISC: Universal Antenna Mount, Conduit, Straps, Screws, Junction boxes, Weather Proof boxes...		\$	3,300.00	\$	3,300.00	

GRAND TOTAL \$ 165,711.64

Community Center and Sports Complex Security Cameras Plan

(Installation Locations)

Legend



Community Center and Sports Complex Security Zones Overlay



Community Center and Sports Complex camera and lighting security zones. Zone 6 includes all interior Community Center building cameras and is not noted on the above diagram.

ZONE 1

4.7.a

Soccer Fields 1 & 2, Walkway in-between Softball Field and Soccer Fields, and Community Center Drive and Town Green Entrances



Light Pole Installation 1

① Camera



Light Pole Installation 2

② Camera ③ P/T/Z Camera



ZONE 2

Softball Field, Playground, Upper Town Green, and
Picnic Shelter



Light Pole Installation 1

① Camera



Light Pole Installation 2

② Camera



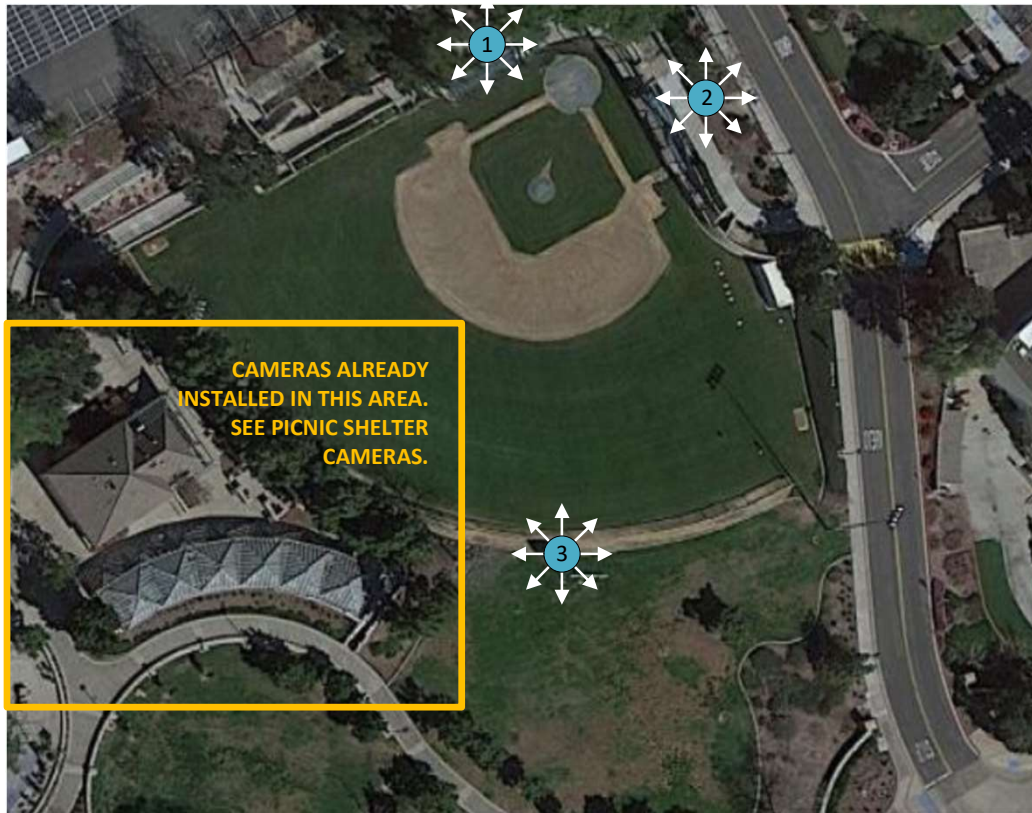
Gazebo Installation

③ Camera



ZONE 3

Little League Field, Town Green, Upper Community Center Dr.



Light Pole Installation 1

① Camera



Light Pole Installation 2

② Camera



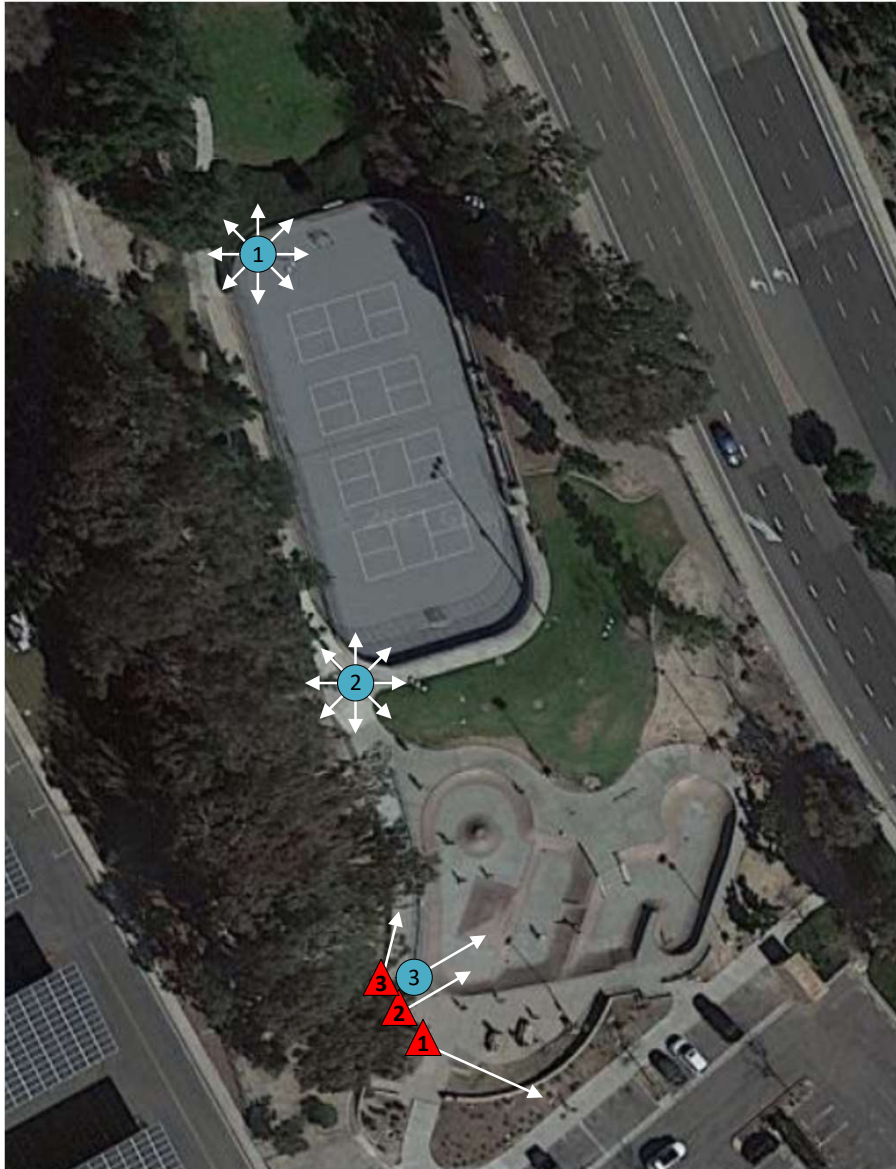
Scoreboard Installation

③ Camera



ZONE 4

Hockey Rink and Skate park



Light Pole Installation 1

① Camera



Light Pole Installation 2

② Camera

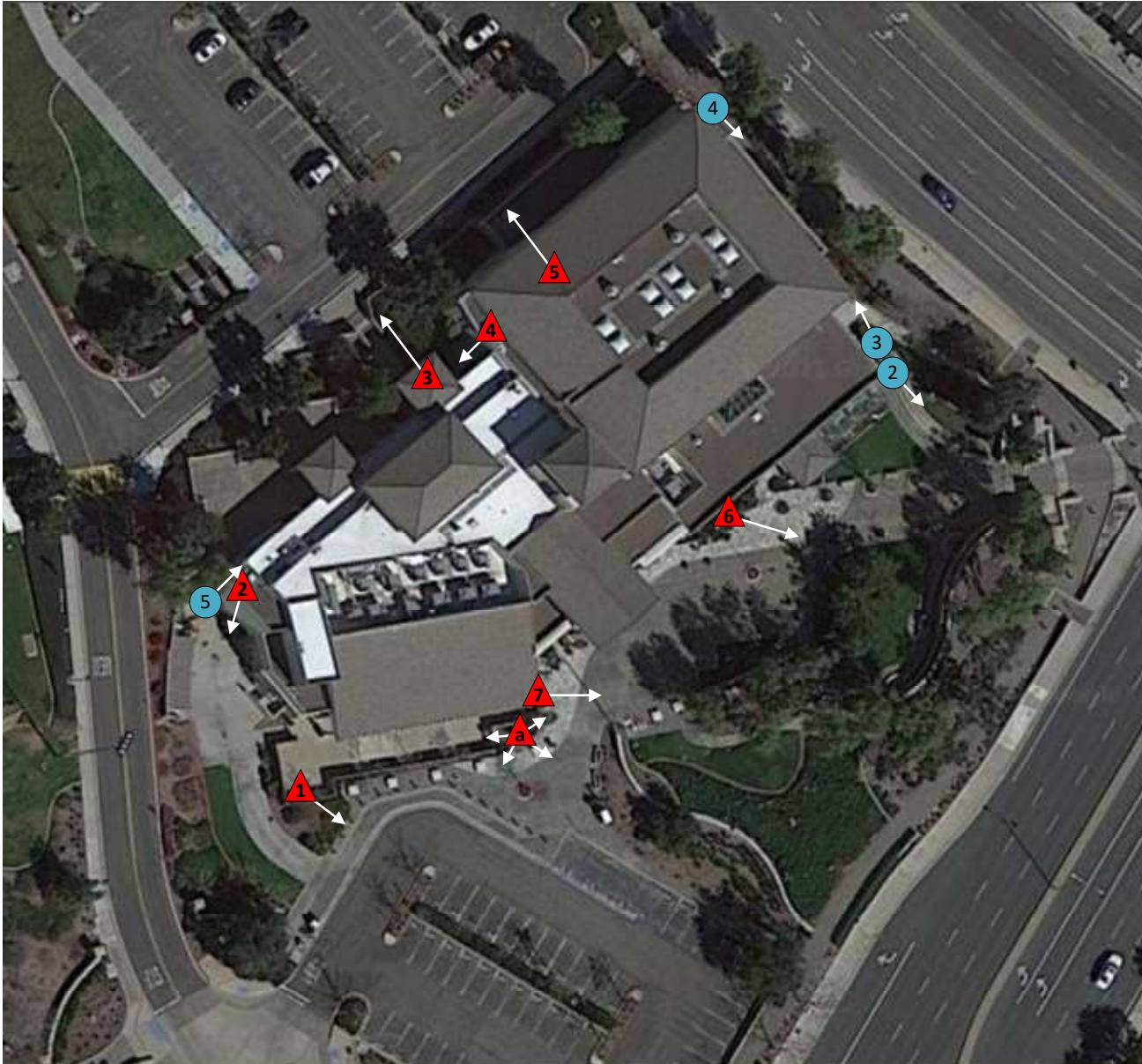


Skate Park Light Pole Installation

③ P/T/Z Camera ① Existing Cameras
② ③ (Do not need to be replaced)



ZONE 5 Community Center Building (Exterior)



Heritage Patio

a Camera *(Camera does not need upgrade)*



Plaza Corner Entry Installation

2 Camera



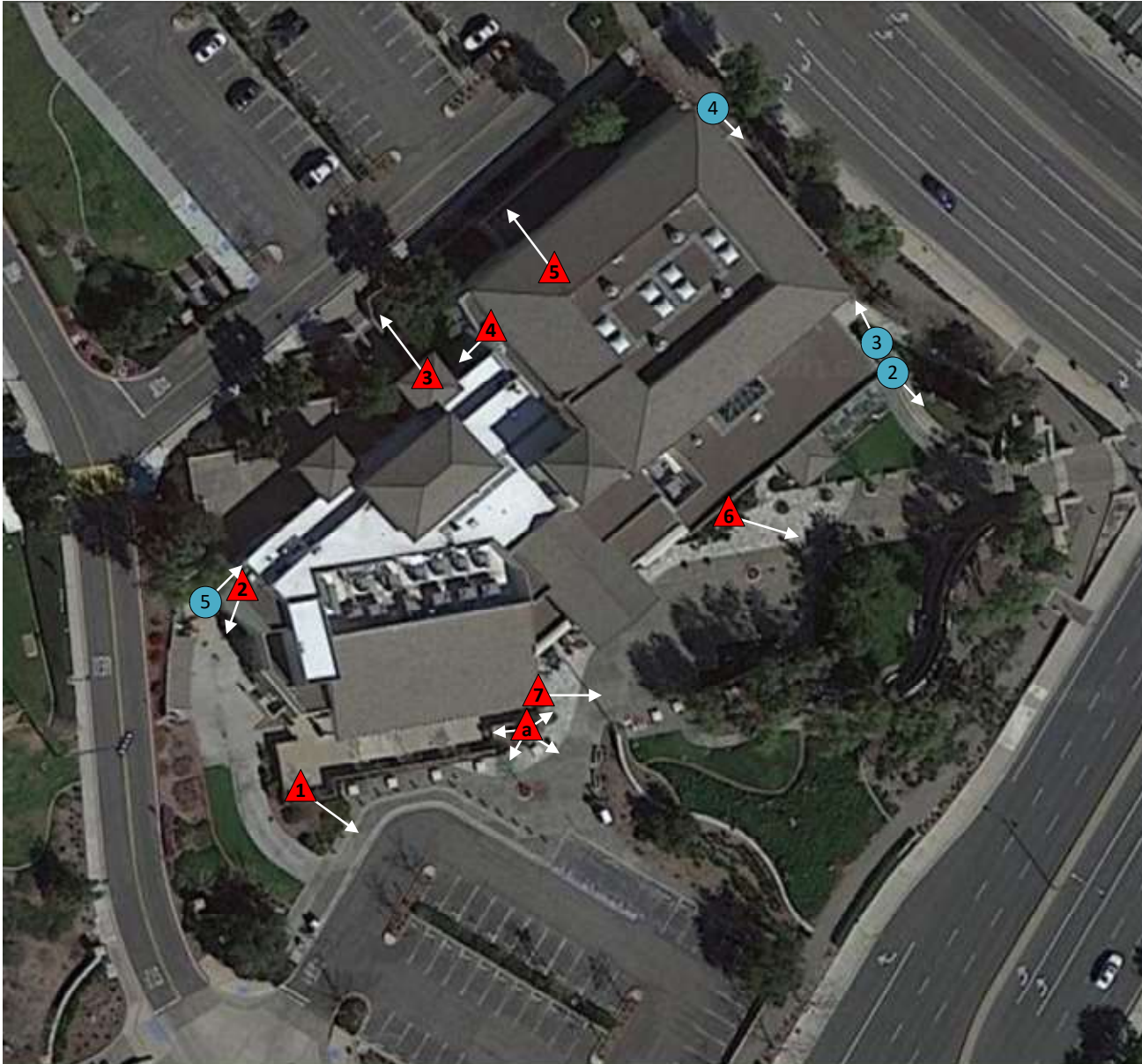
PDV Side of Gym Installation 1

3 Camera



ZONE 5

Community Center Building (Exterior)



PDV Side of Gym Installation 2

4 Camera



Side Back Entrance/Trash Enclosure Installation

5 Camera

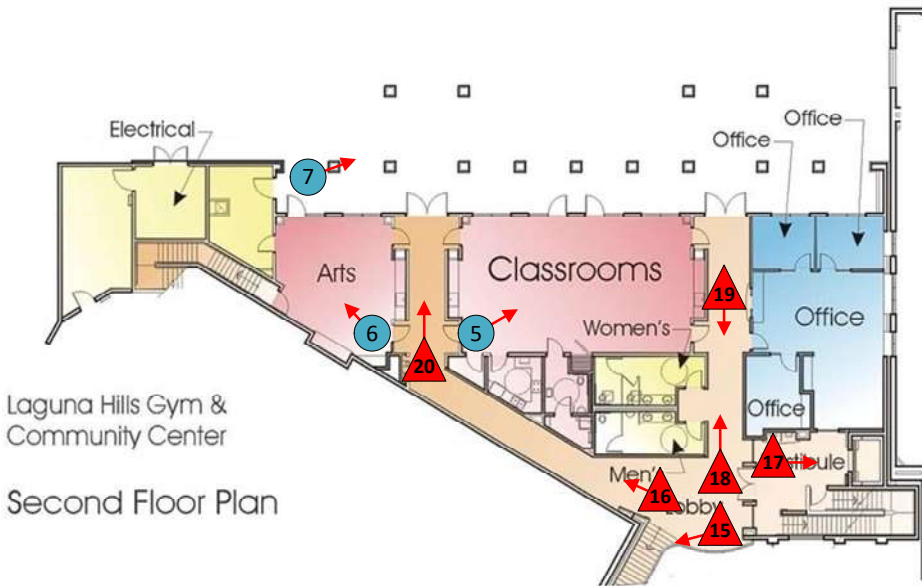


Existing Cameras Upgrade

The existing camera **1** will be replaced and upgraded with a Pan/Tilt/Zoom camera.

Existing cameras **2** through **7** will be upgraded to HD cameras.

a Camera already installed. Does not need to be replaced.



Laguna Hills Gym & Community Center

Second Floor Plan

ZONE 6 Community Center Building (Interior)



Laguna Hills Gym & Community Center

First Floor Plan

SECURITY PLAN EQUIPMENT (Proposed Cameras)



360° Camera (AXIS P3727-PLE)

The proposed camera with 360° coverage is a multidirectional camera with flexible positioning of four camera heads. Each head can be controlled individually to capture scenes in four directions in wide-angle or zoomed-in views.



Single View Camera

(ENS HNC3V241R-IR-ZS-S2 4)

Single view camera will be installed in interior & exterior locations of Community Center Building.



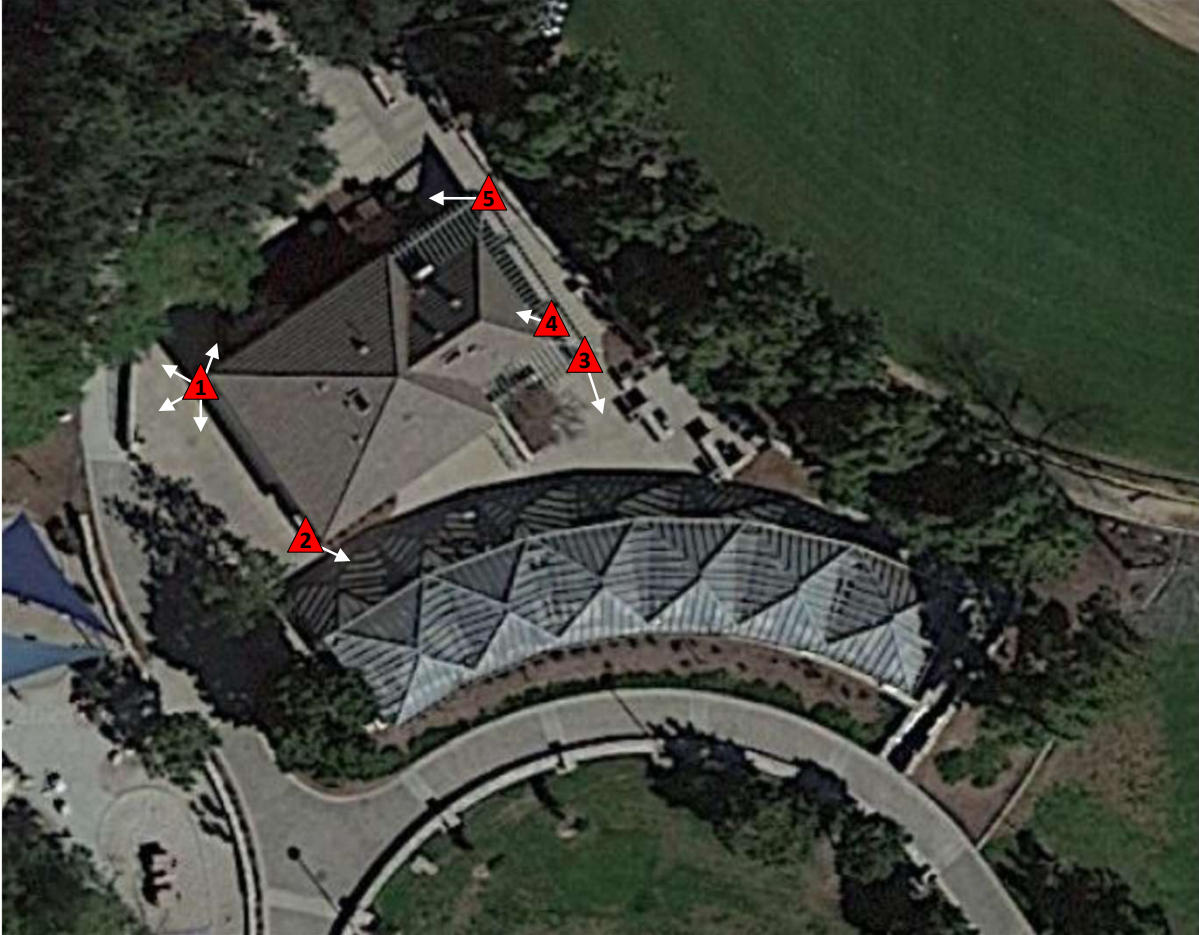
Pan/Tilt/Zoom Camera

(AXIS Q6135-LE PTZ)

One p/t/z camera will be installed at skatepark; one p/t/z camera will be installed on exterior of Community Center building for parking lot and entrance coverage; one p/t/z camera will be installed on soccer field light pole for coverage of soccer field parking lot and Community Center Dr. entrance.

PICNIC SHELTER CAMERAS

(Existing HD Cameras)



No proposed upgrades to Picnic Shelter Cameras identified above.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Resolution Approving Adjustments to City Attorney Service Rates

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, approving amended Exhibit "A" to the Retainer Agreement for City Attorney Service Rates."

SUMMARY:

Woodruff, Spradlin & Smart, A Professional Corporation, provides city attorney services, both general counsel and litigation, to the City of Laguna Hills. The current professional hourly rates charged by the Firm have not been adjusted since December 12, 2017, and the current professional rates have been in effect since January 1, 2018 without any Consumer Price Index (CPI) adjustment. The Firm chose not to request a CPI adjustment in recent years due to the impact the COVID-19 pandemic has had on the City.

Unlike most other public law firms, Woodruff, Spradlin & Smart provides the City of Laguna Hills with a unique fixed, blended professional hourly rate for all legal services, whether general counsel or litigation or special legal services, and whether the services are provided by partners or associates. The Firm has honored its commitment to the City and has held its professional hourly rates with no increase for more than four (4) years. CPI for the relevant period is 20.2% due to significant inflation. However, the Firm is proposing only an 8.2% CPI in the hourly rates for attorneys from \$220 to \$238. For paralegals, they are proposing an increase from \$125 to \$138. The proposed adjustment is requested to be effective January 1, 2023.

Resolution Approving Adjustments to City Attorney Service Rates

October 11, 2022

Page 2

BACKGROUND:

Woodruff, Spradlin & Smart has proposed the approval of an amended Exhibit “A” to their retainer agreement for city attorney services. The amended Exhibit “A” would adjust the Firm’s professional hourly rate for the first time since 2018 from \$220 to \$238 per hour for attorneys and from \$125 to \$138 per hour for paralegals. Current professional hourly rates for the Firm have been in effect for more than four years (since 2018) without any CPI adjustment. Since the last rate adjustment approved on December 12, 2017, the Consumer Price Index (CPI) has increased 20.2% due to significant unusual inflation. The Consumer Price Index for the Los Angeles-Long Beach-Anaheim region from the period of January 2018 through August 2022 is 20.2%. However, in light of the significant unusual inflation that has occurred in the last year, the Firm is instead proposing, and City staff is recommending, a lower 8.2% CPI increase from \$220 to \$238 per hour for attorneys and 10.4% CPI increase from \$125 to \$138 per hour for paralegals.

Additionally, in anticipation of future reimbursable developer work related to potential housing development projects and other development project applications for which the City's legal services are an expense fully reimbursable by the developer or other third party, the Firm is proposing to increase the current \$275 per hour reimbursable rate to \$295 per hour for all attorneys subject to a developer reimbursement agreement.

Finally, consistent with the City's regular practice of allowing periodic rate adjustments commensurate with the increase in the Consumer Price Index for professional services agreements and other consultant and contractor services agreements, the Firm is requesting the inclusion of a CPI annual rate adjustment provision commencing on July 1, 2024, which is actual CPI or 3%, whichever is lower. CPI rate adjustments in other professional, contractor or consulting services agreements with the City are usually capped at 5%, but given the fluctuations of issues and activity that occur with legal services, City staff believes that a cap of 3% is more appropriate. CPI rate adjustment provisions are now commonly included in most professional services agreements. Most city attorney retainer agreements contain some form of CPI annual rate adjustment provision, based on the results of a city attorney rates survey.

A survey of other cities’ contract city attorney rates (Attachment B) has determined that the proposed CPI adjustment demonstrates that Woodruff, Spradlin & Smart remains competitive, comparable, and in many cases, is quite lower than the market. It should

Resolution Approving Adjustments to City Attorney Service Rates

October 11, 2022

Page 3

be noted that the Firm consistently exceeds expectations in its performance and responsiveness.

Attached to this report is a letter from the Firm to the City Council requesting the proposed rate adjustment (Attachment A). The retainer agreement provides that the city attorney service rates may be adjusted anytime at the discretion of the City Council by Resolution, without amendment to the contract. In order to effectuate these requested changes, staff proposes the approval of a Resolution approving amended Exhibit "A" to the retainer agreement for City Attorney Services regarding city attorney service rates. The proposed amended Exhibit "A" adjusts the city attorney service rates as noted. A Resolution approving the proposed changes to the Firm's rates is included as Attachment C.

FISCAL IMPACT:

Based on usage of city attorney services during the last fiscal year, it is estimated that at the current budgeted amount the proposed CPI adjustment will cost approximately \$30,000 annually. As discussed at the regular meeting on September 27, 2022, a budget amendment increase of \$90,000 to the legal general counsel professional services operating budget account is proposed to the City Council on this meeting's agenda under a different item. This budget amendment increase will help accommodate any increase in costs for the current fiscal year. Legal services will be appropriately budgeted in future years, if necessary, dependent on anticipated volume.

ATTACHMENTS:

- Letter from Woodruff, Spradlin & Smart Requesting CPI Adjustment to Service Rates
- City Attorney Law Firm Rates Survey
- Proposed Resolution Approving Adjustments to City Attorney Service Rates



GREGORY E. SIMONIAN
 DIRECT DIAL: (714) 415-1021
 DIRECT FAX: (714) 415-1121
 E-MAIL: GSIMONIAN@WSS-LAW.COM

October 6, 2022

VIA E-MAIL ONLY

Mayor and Members of the City Council
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, California 92653

Re: Proposed Adjustments to City Attorney Service Rates

Mayor and Members of the City Council:

As you know, Woodruff, Spradlin & Smart has maintained its commitment to the City Council by keeping our professional hourly rates fixed at \$220 per hour for more than four (4) years. The last time the firm's rates were adjusted was on December 12, 2017. The current professional hourly rates charged by the firm have not been adjusted since 2017, and the current professional rates have been in effect since January 1, 2018 without any Consumer Price Index (CPI) adjustment. The firm chose not to request a CPI adjustment in recent years due to the impact the COVID-19 pandemic has had on the City.

CPI for the relevant period is 20.2% due to significant inflation. Following completion of a city attorney rates survey, we are respectfully requesting a lower 8.2% CPI increase to our blended hourly rate from \$220 to \$238 per hour for attorneys (and from \$125 to \$138 per hour for paralegals). This blended rate for all attorneys will continue to apply to litigation as well as to all transactional work. If approved, the proposed adjustment is requested to be effective January 1, 2023.

The proposed blended hourly rate of \$238 per hour for all attorney services is comparable to some firms but is lower than most charged by other city attorney firms in the County and in many instances is significantly lower. For example, according to a city attorney rates survey, Best, Best & Krieger ("BB&K") provides city attorney services to Aliso Viejo and charges a range of between \$266-\$298 per hour in addition to a \$22,179 fixed monthly retainer. BB&K also provides legal services to San Clemente and charges a range of between \$272-\$342 per hour in addition to a \$40,774 monthly retainer. BB&K also provides legal services to San Juan Capistrano and charges a range of between \$281-\$342 per hour in addition to a \$11,047 monthly retainer for the first 55 hours of basic services.

Some other public law firms such as Richards, Watson & Gershon and Rutan & Tucker also have considerably higher rates for general counsel and specialty services, ranging between \$280 to over \$300 per hour for many of the partners in the firm. Rutan & Tucker provides legal

services to Dana Point and charges a fixed monthly retainer of \$10,954 and an additional rate of \$281 per hour. Rutan & Tucker also provides legal services to Irvine and charges a range of between \$280-\$320 per hour. Richards, Watson & Gershon provides legal services to Laguna Niguel and charges a range of between \$219-\$308 per hour. Jones & Mayer provides legal services to La Habra at \$250 per hour. All of these rates are likely higher now due to CPI annual rate adjustments given in 2022.

Most city attorney law firm retainer agreements now contain some form of CPI annual rate adjustment as well. Commensurate with other city attorney retainer agreements, we are requesting that our current service rates be modified to include a CPI annual rate adjustment provision capped at 3%, as follows: "Effective July 1, 2024, and each year thereafter, the hourly rates for attorneys and paralegals shall be adjusted in an amount equal to the percentage increase in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Metropolitan Area, all wage earners, for the period between June 1 – May 30 of the prior 12 month period, with an annual cap of 3%. Each hourly rate shall be rounded to the nearest \$1.00 increment."

Finally, in anticipation of future reimbursable developer work related to potential housing development projects and other development project applications for which the City's legal services are a reimbursable expense, the firm is requesting to modify our current \$275 per hour developer reimbursable service rate to \$295 for all legal services provided to the City for which the City receives reimbursement from a developer or other third party. As such, the City would be fully reimbursed by developers or other third parties that require legal services to be provided by the city attorney's office for proposed development projects. Such reimbursements are made by private sector applicants for necessary legal services that are part of their service request, not by Laguna Hills taxpayers. All legal services provided to the City for which the City receives full reimbursement from a developer or other third party are requested to be billed at the hourly rate of \$295 for all attorneys.

Our firm believes that a blended rate for all legal services for the City of Laguna Hills is preferable to varying rates depending upon the attorney and type of work performed. We believe this adds more predictability and stability to the city attorney operational budget. We are mindful of the City Council's longstanding fiscally conservative and pragmatic policies when it comes to the operation of the City's legal department, as well as with the administration of professional and consulting services agreements, and we are extremely sensitive to keeping our rates reasonable while providing the City with high quality services.

It is a privilege and an honor to serve as your City Attorney, and I as well as the firm's team of attorneys, paralegals, and support personnel assigned to the City of Laguna Hills are committed to continuing to provide the City Council and City Department Heads with high quality, efficient, thorough, and responsive legal services.

If you have any questions or concerns regarding our request, please feel free to contact either the City Manager or me.

Thank you for your consideration.

Sincerely,

WOODRUFF, SPRADLIN & SMART
A Professional Corporation

/s/ Gregory E. Simonian

GREGORY E. SIMONIAN,
Director and Shareholder

cc: Jarad L. Hildenbrand, City Manager
Jennifer Lee, Interim City Clerk

CITY ATTORNEY RATES SURVEY

CITY	LAW FIRM	MONTHLY RETAINER / CPI ADJUSTMENTS	HOURLY RATES OUTSIDE OF RETAINER HOURS
Aliso Viejo	BB&K	\$22,179 Fixed monthly fee for general services. Automatic CPI annually in July (5% max)	\$266/hr. general services \$135/hr. paralegal services \$298/hr. special services (CEQA, Environmental, Labor, Employment & Litigation matters) \$170/hr. paralegal services
Dana Point	Rutan & Tucker	\$10,954 Fixed monthly fee for general services. Automatic CPI annually in July	\$281/hr. for all attorney services
Diamond Bar	Woodruff, Spradlin & Smart	No monthly retainer. Automatic CPI annually in July	\$238/hr. general attorney services \$180/hr. paralegal \$295/hr.-partner Specialty Litigation services \$265/hr.-associate Specialty Litigation services \$183/hr. paralegal services (Environmental, Land Use, Eminent Domain, Personnel)
Irvine	Rutan & Tucker	No monthly retainer. Automatic CPI annually in July	\$280/hr. general attorney services \$280/hr. Assistant City Attorney \$280/hr. Partner/Associate \$320/hr. special counsel services (Litigation) \$190/hr. law clerk \$150/hr. paralegal services
Laguna Beach	Rutan & Tucker	\$12,000 for first 60 hours	\$255/hr. general services (excess of 60 hrs.); and for litigation and specialized services
Laguna Niguel	Richards, Watson & Gershon	No monthly retainer. Automatic CPI annually in July	\$219/hr. general services (up to 90 hrs./month) \$240/hr. general services (excess of 90 hrs./month) \$276/hr. special services \$308/hr. litigation services \$412/hr. bond counsel services \$183/hr. paralegal services
La Habra	Jones & Mayer	No monthly retainer. Automatic CPI annually in September	\$250/hr. for all services \$138/hr. paralegal services
Lake Forest	BB&K	No monthly retainer. Automatic CPI annually in July.	\$255/hr. General legal services \$314/hr. Specialized legal services \$146/hr. Clerk and paralegal services \$100/hr. Administrative assistants
La Palma	Rutan & Tucker	\$8,400 for general services	\$240/hr. for Non Retainer/Litigation/Successor Agency \$350/hr. Project Reimbursed by Applicant
Los Alamitos	Woodruff, Spradlin & Smart	No monthly retainer Automatic CPI annually in July	\$209/hr. general attorney services \$131/hr. paralegal services \$266/hr. environmental/ personnel services \$235/hr. special code enforcement \$287 real estate/ eminent domain services
San Clemente	BB&K	\$40,774 per month. Automatic CPI annually in July	\$272/hr. non-retainer general counsel services \$180/hr. para-professionals \$342/hr. Special Counsel (Litigation, CEQA, Water law, Labor & Employment, public construction, etc.) \$164-\$174/hr. paralegals
San Juan Capistrano	BB&K	\$11,047 per first 55 hours of basic attorney services. Automatic CPI annually in July (4% max)	\$281/hr. basic legal services (excess of 55 hrs.) \$143/hr. basic paralegals \$342/hr. special legal services (CEQA, Litigation, Labor, Water law, Environmental) \$161/hr. special paralegals

Attachment: City Attorney Law Firm Rates Survey (1987 : Resolution Approving Adjustments to City Attorney Service Rates)

CITY ATTORNEY RATES SURVEY

Tustin	Woodruff, Spradlin & Smart	No monthly retainer. Automatic CPI annually in July (5% max)	\$247/hr. all attorney services \$138/hr. paralegal services
Yorba Linda	Rutan & Tucker	No monthly retainer. Annual 2% increase subject to positive evaluation and capped by CPI.	\$225/hr. general services \$240/hr. special services \$132/hr. law clerk & paralegal services
Rancho Santa Margarita	Woodruff, Spradlin & Smart	No monthly retainer. CPI adjustment upon request and subject to Council approval	\$238/hr. all attorney services \$138/hr. paralegal services

RESOLUTION NO. 2022-10-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, APPROVING AMENDED
EXHIBIT "A" TO THE RETAINER AGREEMENT FOR CITY
ATTORNEY SERVICE RATES

WHEREAS, by Resolution No. 2005-11-22-2, adopted November 22, 2005, the City Council approved and authorized the execution of a retainer agreement with the law firm of Woodruff, Spradlin & Smart for city attorney services; and

WHEREAS, the retainer agreement provides that Exhibit "A," which establishes Woodruff, Spradlin & Smart's professional hourly rates, may be changed from time to time without otherwise amending the agreement, by resolution adopted by the City Council; and

WHEREAS, the City Council desires to approve an amended Exhibit "A" regarding city attorney service rates, which shall be effective January 1, 2023.

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

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

SECTION 2. The City Council hereby approves amended Exhibit "A" to the Agreement for City Attorney Services, dated November 22, 2005, which is attached hereto and is incorporated herein.

PASSED, APPROVED, AND ADOPTED this 11th day of October 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, INTERIM CITY CLERK

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

I, Jennifer Lee, Interim City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-10-11-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 11th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, INTERIM CITY CLERK

EXHIBIT "A"

WOODRUFF, SPRADLIN & SMART
Rates and Billing Practices
 (Effective January 1, 2023)

1. Hourly Rates for Legal Personnel (Transactional and Litigation)

Attorneys	\$238.00
Paralegals	\$138.00

2. Billing Increment

Attorneys shall bill in increments of one-tenth of an hour (six minutes).
 Attorneys shall not bill for secretarial time, including time spent for faxing, mailing, arranging for messengers, or calendaring.

3. CPI Adjustments

Effective July 1, 2024, and each year thereafter, the hourly rates for attorneys and paralegals shall be adjusted in an amount equal to the percentage increase in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim Metropolitan Area, all wage earners, for the period between June 1 – May 30 of the prior 12 month period, with an annual cap of 3%. Each hourly rate shall be rounded to the nearest \$1.00 increment.

4. Reimbursable Expenses

In-office photocopying:	\$0.25 per page (after 25 pages per copy job)
Mileage for travel outside of Los Angeles and Orange Counties:	In accordance with the IRS Standard Mileage Rate (currently \$0.535 per mile)
Parking at Courthouse:	Actual cost
Filing fees, messenger fees:	Actual cost
Jury fees and expert fees:	Actual cost
Word Processing:	No cost, unless overtime required, then at cost
Phone/Fax:	No cost

5. Third Party Reimbursement

Legal services provided to the City for which the City receives reimbursement from a developer or other third party for proposed development projects pursuant to a deposit/reimbursement agreement shall be billed at the hourly rate of \$295 per hour for all attorneys.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 11, 2022

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Adoption of Amended Confidential, Management, and Part-Time Salary and Benefits Resolution and Appointment of City Clerk

RECOMMENDATION: That the City Council take the following actions:

- 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2021-07-13-4."
 - 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, appointing Jennifer Lee as City Clerk of the City of Laguna Hills in accordance with the procedures established by Laguna Hills Municipal Code Chapter 2-12."
 - 3) Authorize the Mayor to administer the Oath of Office to the City Clerk.
-

SUMMARY:

On July 13, 2021, the City Council approved Resolution No. 2021-07-13-4 governing salary and benefits for unrepresented employees, specifically Management, Confidential, and Part-time classifications of employment. The Resolution committed the City to completing a classification and compensation study, and adjusting salaries to 5% above the 17 comparator agencies. Based on the results of the study, the Executive Assistant to the City Manager and the Finance Director classifications were provided with salary range adjustments. With respect to the compensation study, the

Amended Salary and Benefits Resolution and Appointment of City Clerk

October 11, 2022

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recommended action is simply to formalize those changes through a resolution that only the City Council can adopt.

Furthermore, a number of significant personnel changes have occurred over the past year providing the opportunity to examine and restructure the organization. After extensive analysis, the City Manager has developed a reorganization plan which is reflected in the Resolution and recommends that the City Council adopt the proposed resolutions amending the Salary and Benefits Resolution for Management, Confidential, and Part-time employees, as well as appoint a new City Clerk.

BACKGROUND:

Classification and Compensation Study

Pursuant to Section 2 of Resolution No. 2021-07-13-04, employees who are below the comparator agencies' average in the 2021 compensation study must have their ranges adjusted to the 5% above the comparator agencies' average threshold, effective January 1, 2022. Any employee whose range is scheduled to increase by more than 5% due to the results of the compensation study will receive 5% of the increase on January 1, 2022, with the remaining increase to take effect on July 1, 2022. Historically, the policy of paying employees at 5% above the comparator agencies' average has applied to Confidential classifications only, with Management classifications being placed at the market average (as opposed to 5% above the market average).

Based on the results of the compensation study for the City's Confidential classification, the Executive Assistant to the City Manager classification is approximately 0.2% below the threshold of 5% above the comparator agencies' average. Per the previously approved Resolution No. 2021-07-13-4, the Confidential classification of Executive Assistant to the City Manager will receive a salary range adjustment of 0.2%, applied retroactively to January 1, 2022. No additional salary range adjustment will be provided with the exception of the 3% cost of living adjustment provided to all employees. With respect to the City's Management classification, the Finance Director salary range is currently under the market average by approximately 3.5%. Consequently, a 3.5% increase will be provided to the Finance Director classification, applied retroactively to January 1, 2022.

Additionally, as part of this ongoing process, a thorough review of the salary range structure for Management classifications was conducted. Based on the range of and the overlap of duties and assignments, it is not uncommon for agencies to place

Amended Salary and Benefits Resolution and Appointment of City Clerk

October 11, 2022

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classifications within the same salary range. The City currently does this with its Parks Supervisor and Public Works Supervisor classifications at the non-management level. Due to the technical level of experience required, staff recommends the Community Development Director and Public Services Director classifications be placed at the same salary range. Additionally, due to the administrative nature of the duties, it is recommended the Finance Director and Deputy City Manager/Community Services Director be placed at the same salary range.

It should also be noted that a cost of living increase was provided on July 1, 2022, in salary ranges consistent with the April 2022 Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for All Consumers, up to a maximum of 3%. Of note, the CPI for April 2022 was 7.9%; however, due to the maximum percentage increase specified by Resolution No. 2021-07-13-4, full-time employees received a 3% cost of living adjustment.

Part-time Classifications

Legislation signed at the State level continues to raise the minimum wage for all industries. Consequently, each January 1st, the City has updated impacted salary schedules to meet the State's minimum wage requirements. This was once again the case for calendar year 2022 as the minimum wage increased to \$15.00 per hour. Staff conducted a brief salary survey of Community Services Leader I and II classifications, utilizing the City's benchmark agencies and is recommending adjustments to the salary ranges based on the results. There are currently a total of 16 active Community Services Leader I and II part-time employees that will be impacted by the proposed increase in salary ranges.

Reorganization and Classification Recommendations

Due to recent retirements and departures, a number of significant personnel changes have occurred over the past year providing the new City Manager the opportunity to examine and restructure the organization. After extensive analysis, the City Manager has developed a reorganization plan to right-size the organization and reflect current operational needs, and recommends the following:

1. Reclassify and retitle the Assistant City Manager/Director of Public Services position to Public Works Director/City Engineer. This position serves as both the Director of Public Services and City Engineer. In order to more accurately reflect the areas of responsibility for this position and maintain consistency with the Laguna Hills Municipal Code, it is recommended that the title be changed to

Amended Salary and Benefits Resolution and Appointment of City Clerk

October 11, 2022

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Public Works Director/City Engineer.

2. The Deputy City Manager/City Clerk position will be unfunded and eliminated. Tasks and responsibilities associated with this position will be transferred to other departments within the organization.
3. The City Clerk classification will be created and funded. It is recommended that the Assistant City Clerk be appointed the City Clerk and be responsible for coordinating the day-to-day functions and activities of the City Clerk's Office under the supervision of the City Manager.

Chapter 2-12 of the Laguna Hills Municipal Code establishes the office of the City Clerk. Section 2-12.020 provides that upon the recommendation of the City Manager, the City Clerk shall be appointed by the City Council and shall serve at the pleasure of the City Manager. The City Manager recommends appointing Jennifer Lee to replace Mrs. Au-Yeung as City Clerk, and recommends that the City Council adopt the proposed resolution appointing Jennifer Lee as City Clerk.

Additional Changes to the Resolution

Two additional changes to the resolution are recommended pertaining to automobile allowance and a medical insurance rebate.

Section 3.VI. of Resolution 2021-07-13-4 authorizes the City Manager to provide a monthly automobile allowance for Management classifications. As currently established, monthly automobile allowance amounts are specified by classification. Staff recommends the Section 3. VI. be modified to allow the City Manager to provide an automobile allowance to Management classifications up to \$600 per month, at the discretion of the City Manager. This modification allows for adjustments to monthly automobile allowances as classification titles and duties change.

Section 3.II.B. of the Resolution has been established to offer a financial incentive to employees to decline group health coverage. Such arrangements are used by employers to reduce benefit costs by paying less for the incentive than they would for their share of the benefit premium.

FISCAL IMPACT:

The fiscal impact of the actions contained in the staff report would result in annual General Fund savings of approximately \$250,000 annually.

Amended Salary and Benefits Resolution and Appointment of City Clerk
October 11, 2022
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ATTACHMENTS:

- Attachment A – Proposed Resolution Amending the Salary and Benefits Resolution – REDLINE
- Attachment B – Proposed Resolution Amending the Salary and Benefits Resolution – CLEAN
- Attachment C – Proposed Resolution Appointing the City Clerk

RESOLUTION NO. ~~2021-07-13-4~~ 2022-10-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. ~~2018-06-26-2~~ 2021-07-13-4

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

~~WHEREAS, on July 13, 2021, the City Council approved Resolution No. 2021-07-13-4, which became effective July 1, 2021; and~~

~~WHEREAS, Resolution No. 2021-07-13-4 establishes the official plan of compensation for the City for job classifications defined as Confidential, Management, and Part-time; and~~

~~WHEREAS, the City recently completed a comprehensive classification and compensation study utilizing the City's 17 historical comparator agencies, resulting in recommended changes to the City's existing classification titles and salary ranges; and~~

~~WHEREAS, pursuant to Section 2 of Resolution No. 2021-07-13-4, effective July 1, 2022, the City also agreed to increased salaries by a cost of living adjustment ("COLA") equivalent to the Consumer Price Index ("CPI") for April 2022 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, but not to exceed 3%; and~~

~~WHEREAS, the April 2022 CPI for the specified area was 7.9%, therefore triggering the maximum allowable COLA increase of 3%; and~~

~~WHEREAS, upon recommendation of the City Manager, the City Council now wishes to amend the employment classifications and salary ranges.~~

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

SECTION 1. This Resolution establishes the official plan of compensation for the City for positions defined as management, confidential, and part-time in the Employer-Employee Relations Resolution No. 2012-02-14-3. The plan of compensation for all other employees is set forth in the current Memorandum of Understanding between the City

Resolution No. ~~2021-07-13-4~~ 2022-10-11-X
Page 2

and the Laguna Hills City Employees Association. In addition, insurance benefits for elected officials are established in Section 3, Subsection II of this Resolution.

SECTION 2. The following salary ranges are assigned to the classes of employment, which are hereby designated as management, confidential, and part-time for 2021-2022 and 2022-2023 Fiscal Years. Unless specified otherwise herein, the provisions of this Resolution only apply to the following classifications:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Executive Assistant to the City Manager	\$ 6,399.50	\$ 7,778.65
	<u>\$ 6,412.97</u>	<u>\$ 7,795.00</u>

FULL-TIME POSITIONS – MANAGEMENT		
Assistant City Manager/Director of Public Services	\$ 14,690.04	\$ 17,856.39
Interim City Manager	\$ 22,416.67	\$ 22,416.67
City Clerk	\$ 10,666.02	\$ 12,964.61
City Manager	\$ 21,666.67 Per Contract	
Community Development Director	\$ 14,282.04	\$ 17,359.07
	\$ 14,710.50	\$ 17,879.85
Deputy City Manager/City Clerk	\$ 13,566.00	\$ 16,489.30
Deputy City Manager/Community Services Director	\$ 13,566.00	\$ 16,489.30
	\$ 14,275.87	\$ 17,352.41
Finance Director	\$ 13,393.62	\$ 16,280.22
	\$ 14,275.87	\$ 17,352.41
Public Works Director/City Engineer	\$ 14,710.50	\$ 17,879.85

PART-TIME POSITIONS		
Code Enforcement Officer	\$ 27.25	\$ 32.70
Community Services Leader I	\$ 14.00	\$ 15.00
	\$ 15.00	\$ 17.41
Community Services Leader II	\$ 15.00	\$ 18.00
	\$ 15.93	\$ 19.36

~~Effective July 1, 2021, the City shall increase salaries by a cost of living adjustment of 2%. Furthermore, effective July 1, 2022, the City shall increase salary ranges in accordance with the Consumer Price Index ("CPI") for April 2022 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, with a minimum increase of 1% and a maximum increase of 3%. The above stated cost of living adjustment per the CPI does not apply to the position of Interim City Manager.~~

~~Employees whose classification salary ranges are below the threshold of 5% above the comparator agencies' average, as determined by the results of the 2021 comprehensive classification and compensation study, will have their classification salary range adjusted to 5% above the comparator agencies' average. Any classification with a salary range increase of more than 5% due to the results of the 2021 compensation study will receive~~

Resolution No. ~~2021-07-13-4~~ 2022-10-11-X
Page 3

~~5% of the increase on January 1, 2022. The remaining increase will be provided on July 1, 2022.~~

SECTION 3. The City shall provide the following benefits to the categories of employees specified herein:

I. RETIREMENT

A. The City shall participate in the California Public Employees Retirement System (Cal PERS). The City provides the following two tiers of benefits:

1. Tier 1 (Employees hired before July 1, 2013 or individuals hired after July 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and beginning July 1, 2021, management employees shall pay 6.25% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Effective July 1, 2020, employees shall pay 7.00% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement system within the six months prior to employment with the City): 2% @ 62 with 3-year Final Compensation and with employee paying 100% of the employees' contribution to PERS.

B. The City shall provide a supplemental retirement program as established in Resolution No. 99-05-04-1, which affords management employees a defined contribution equal to 6.5% of base salary upon employment with the City and confidential employees a defined contribution equal to 3.0% of base salary after ten years of service with the City.

C. The City shall provide a retiree health savings plan as established in Resolution No. 2001-12-11-2.

D. The City shall make available to all management and confidential employees the ICMA Retirement Corporation's Section 457 Deferred Compensation Plan. This is a voluntary program and will be funded at the sole cost of each participating employee. This provision does not apply to the Deferred Compensation provisions found in the Employment Agreement between the City and the City Manager which provide for the terms and conditions of their participation in the Plan.

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- E. The City shall provide to part-time employees an alternative retirement plan as established in Resolution No. 2000-06-27-5.
- F. ~~The City shall contribute into a Section 457 deferred compensation program for the Assistant City Manager/Director of Public Services classification which shall be administered by the International City Management Association Retirement Corporation (ICMA-RC) in the amount of ten thousand dollars (\$10,000.00) per year. This amount shall be paid in a lump sum on July 1 of each calendar year thereafter.~~

II. INSURANCE

- A. Effective July 1, 202~~12~~, the City will contribute the following towards all full-time management, confidential employees, and elected members' health insurance premium:

Employee Only	\$822.65 <u>\$851.49</u>
Employee+One	\$1,637.58 <u>\$1,695.26</u>
Employee+Family	\$2,126.94 <u>\$2,201.10</u>

City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase in the PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

- ~~B. The City shall provide a medical insurance rebate program for full-time Confidential and Management employees who are eligible for the City medical insurance program pursuant to Section II.A above, and who are currently enrolled under a difference medical insurance program through a spouse or other source. Any employee for whom the City has approved waiver, the City shall compensate the employee in the amount of five hundred dollars (\$500.00) per month.~~

- ~~B.C.~~ The City shall provide and pay for a dental insurance plan for all full-time management, confidential employees, and elected members, including their dependents.

- ~~C.D.~~ The City shall provide and pay for a vision insurance plan for all full-time management, confidential employees, and elected members, including their dependents.

- ~~D.E.~~ The City shall provide and pay for a group life and accidental death and dismemberment insurance plan for all full-time management and confidential employees on the basis of 150% of the employee's annual salary, to the next highest \$1,000.00 increment, up to a maximum of \$250,000.

- ~~E.F.~~ The City shall provide and pay for a short and long-term disability plan for all full-time management and confidential employees.

- F. Elected members may opt not to participate in the City's medical, dental, and vision insurance plans.

III. VACATION

- A. Full-time non-management, confidential employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	10 days/year or 6.667 hours/month
4-9	15 days/year or 10 hours/month
10+	20 days/year or 13.334 hours/month

- B. Full-time management employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	15 days/year or 10 hours/month
4+	20 days/year or 13.334 hours/month

- C. Upon termination or retirement, all employees shall be compensated at their current pay scale for their accrued vacation leave balance. No employee shall be allowed to carryover more than 320 hours of vacation leave from one fiscal year to the next.
- D. For management employees, upon completion of ten years of full-time employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

IV. HOLIDAYS

- A. The City shall observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving

Christmas Eve (when Christmas Eve falls on a regularly scheduled work day)
Christmas Day

- B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled work assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday.
- C. The City shall provide full-time management and confidential employees 108 paid hours per fiscal year for fixed holidays as set forth herein and employees may use the remaining time as discretionary holiday leave.

- D. With the exception of Christmas Eve, holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.
- E. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

V. LEAVES OF ABSENCE

- A. All full-time employees shall accrue annual sick leave at a rate of 8 hours per month.
- B. All full-time management and confidential employees prior to completing ten years of service as full-time employees, (hereafter, "ten-year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits under Section 3, Paragraph III.C above can be exceeded to a maximum of 480 hours.
- C. For all full-time management and confidential employees who have completed their ten-year anniversary, sick leave accumulation and balances will be governed by Resolution No. 2001-12-11-2. As part of the Retirement Health Services (RHS) plan, employees upon ten years of service may convert any vacation hours over 80 hours to sick leave on a 1 to 1 basis.
- D. All full-time management and confidential employees shall receive up to five days bereavement leave (40 hours total) for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.
- E. Part-time employees shall begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment, or July 1, 2015, whichever occurs later. A part-time employee is not eligible to begin using any accrued paid sick leave until after ninety (90) days of employment with the City and is only allowed to use up to a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of paid sick leave in a twelve (12) month period. A part-time employee can only accrue paid sick leave up to a cap of six (6) days or forty-eight (48) hours, whichever is greater, ongoing. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the

Resolution No. ~~2021-07-13-4~~ 2022-10-11-X
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cap. Any unused accrued paid sick leave carries over year to year while the part-time employee is continuously employed.

VI. AUTOMOBILE ALLOWANCE

- A. ~~The following positions, at the discretion of the City Manager, may be eligible for a monthly automobile allowance in lieu of mileage reimbursement:~~

Assistant City Manager/Director of Public Services	\$ 650
Community Development Director	\$ 600
Deputy City Manager/City Clerk	\$ 600
Deputy City Manager/Community Services Director	\$ 600
Finance Director	\$ 300

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At the discretion of the City Manager, Management classifications may be eligible for a monthly automobile allowance in lieu of mileage reimbursement up to \$600.00 per month.

All other employees shall be reimbursed at the prevailing standard mileage rates established by the IRS.

SECTION 4. MISCELLANEOUS PROVISIONS

- I. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any provision of this Resolution.
- II. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution.
- III. In the event of any conflict between the provisions of the City Manager's Employment Agreement and this Resolution, the Agreement prevails.

SECTION 5. EFFECTIVE DATE

- I. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2021.

SECTION 6. Resolution No. ~~2018-06-26-2~~ 2022-10-11-X is hereby rescinded and replaced with this Resolution.

Resolution No. ~~2021-07-13-4~~ ~~2022-10-11-X~~
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PASSED, APPROVED, AND ADOPTED this ~~13~~11th day of ~~July~~October 202~~1~~2.

~~ERICA PEZOLD~~DAVE WHEELER, MAYOR

ATTEST:

~~MELISSA AU-YEUNG~~JENNIFER LEE, INTERIM CITY CLERK

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

I, ~~Melissa Au-Yeung~~Jennifer Lee, Interim City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. ~~2021-07-13-4~~ ~~2022-10-11-X~~ adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the ~~13~~11th day of ~~July~~October 202~~1~~2, by the following vote:

AYES: ~~Council Members Heft, Hunt, Wheeler, Mayor Pro Tempore Sedgwick, and Mayor Pezold~~

NOES: ~~None~~

ABSENT: ~~None~~

ABSTAIN: ~~None~~

(SEAL)

~~MELISSA AU-YEUNG~~JENNIFER LEE, INTERIM CITY CLERK

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Attachment: Attachment A – Proposed Resolution Amending the Salary and Benefits Resolution – REDLINE (2986 : Amended Salary and

RESOLUTION NO. 2022-10-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2021-07-13-4

WHEREAS, on July 13, 2021, the City Council approved Resolution No. 2021-07-13-4, which became effective July 1, 2021; and

WHEREAS, Resolution No. 2021-07-13-4 establishes the official plan of compensation for the City for job classifications defined as Confidential, Management, and Part-time; and

WHEREAS, the City recently completed a comprehensive classification and compensation study utilizing the City's 17 historical comparator agencies, resulting in recommended changes to the City's existing classification titles and salary ranges; and

WHEREAS, pursuant to Section 2 of Resolution No. 2021-07-13-4, effective July 1, 2022, the City also agreed to increased salaries by a cost of living adjustment ("COLA") equivalent to the Consumer Price Index ("CPI") for April 2022 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, but not to exceed 3%; and

WHEREAS, the April 2022 CPI for the specified area was 7.9%, therefore triggering the maximum allowable COLA increase of 3%; and

WHEREAS, upon recommendation of the City Manager, the City Council now wishes to amend the employment classifications and salary ranges.

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

SECTION 1. This Resolution establishes the official plan of compensation for the City for positions defined as management, confidential, and part-time in the Employer-Employee Relations Resolution No. 2012-02-14-3. The plan of compensation for all other employees is set forth in the current Memorandum of Understanding between the City and the Laguna Hills City Employees Association. In addition, insurance benefits for elected officials are established in Section 3, Subsection II of this Resolution.

SECTION 2. The following salary ranges are assigned to the classes of employment, which are hereby designated as management, confidential, and part-time

for 2021/2022 and 2022/2023 Fiscal Years. Unless specified otherwise herein, the provisions of this Resolution only apply to the following classifications:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Executive Assistant to the City Manager	\$ 6,412.97	\$ 7,795.00

FULL-TIME POSITIONS – MANAGEMENT		
City Clerk	\$ 10,666.02	\$ 12,964.61
City Manager	\$ 21,666.67 Per Contract	
Community Development Director	\$ 14,710.50	\$ 17,879.85
Deputy City Manager/Community Services Director	\$ 14,275.87	\$ 17,352.41
Finance Director	\$ 14,275.87	\$ 17,352.41
Public Works Director/City Engineer	\$ 14,710.50	\$ 17,879.85

PART-TIME POSITIONS		
Community Services Leader I	\$ 15.00	\$17.41
Community Services Leader II	\$15.93	\$19.36

SECTION 3. The City shall provide the following benefits to the categories of employees specified herein:

I. RETIREMENT

A. The City shall participate in the California Public Employees Retirement System (Cal PERS). The City provides the following two tiers of benefits:

1. Tier 1 (Employees hired before July 1, 2013 or individuals hired after July 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and beginning July 1, 2021, management employees shall pay 6.25% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Effective July 1, 2020, employees shall pay 7.00% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement system within the six months prior to

employment with the City): 2% @ 62 with 3-year Final Compensation and with employee paying 100% of the employees' contribution to PERS.

- B. The City shall provide a supplemental retirement program as established in Resolution No. 99-05-04-1, which affords management employees a defined contribution equal to 6.5% of base salary upon employment with the City and confidential employees a defined contribution equal to 3.0% of base salary after ten years of service with the City.
- C. The City shall provide a retiree health savings plan as established in Resolution No. 2001-12-11-2.
- D. The City shall make available to all management and confidential employees the ICMA Retirement Corporation's Section 457 Deferred Compensation Plan. This is a voluntary program and will be funded at the sole cost of each participating employee. This provision does not apply to the Deferred Compensation provisions found in the Employment Agreement between the City and the City Manager which provide for the terms and conditions of their participation in the Plan.
- E. The City shall provide to part-time employees an alternative retirement plan as established in Resolution No. 2000-06-27-5.

II. INSURANCE

- A. Effective July 1, 2022, the City will contribute the following towards all full-time management, confidential employees, and elected members' health insurance premium:

Employee Only	\$851.49
Employee+One	\$1,695.26
Employee+Family	\$2,201.10

City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase in the PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

- B. The City shall provide a medical insurance rebate program for full-time Confidential and Management employees who are eligible for the City medical insurance program pursuant to Section II.A above, and who are currently enrolled under a difference medical insurance program through a spouse or other source. Any employee for whom the City has approved waiver, the City shall compensate the employee in the amount of five hundred dollars (\$500.00) per month.

- C. The City shall provide and pay for a dental insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- D. The City shall provide and pay for a vision insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- E. The City shall provide and pay for a group life and accidental death and dismemberment insurance plan for all full-time management and confidential employees on the basis of 150% of the employee's annual salary, to the next highest \$1,000.00 increment, up to a maximum of \$250,000.
- F. The City shall provide and pay for a short and long-term disability plan for all full-time management and confidential employees.
- F. Elected members may opt not to participate in the City's medical, dental, and vision insurance plans.

III. VACATION

- A. Full-time non-management, confidential employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	10 days/year or 6.667 hours/month
4-9	15 days/year or 10 hours/month
10+	20 days/year or 13.334 hours/month

- B. Full-time management employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	15 days/year or 10 hours/month
4+	20 days/year or 13.334 hours/month

- C. Upon termination or retirement, all employees shall be compensated at their current pay scale for their accrued vacation leave balance. No employee shall be allowed to carryover more than 320 hours of vacation leave from one fiscal year to the next.
- D. For management employees, upon completion of ten years of full-time employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

IV. HOLIDAYS

- A. The City shall observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Eve (when Christmas Eve falls on a regularly scheduled work day)
Christmas Day

- B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled work assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday.
- C. The City shall provide full-time management and confidential employees 108 paid hours per fiscal year for fixed holidays as set forth herein and employees may use the remaining time as discretionary holiday leave.
- D. With the exception of Christmas Eve, holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.
- E. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

V. LEAVES OF ABSENCE

- A. All full-time employees shall accrue annual sick leave at a rate of 8 hours per month.
- B. All full-time management and confidential employees prior to completing ten years of service as full-time employees, (hereafter, "ten—year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits under Section 3, Paragraph III.C above can be exceeded to a maximum of 480 hours.
- C. For all full-time management and confidential employees who have completed their ten-year anniversary, sick leave accumulation and balances will be governed by Resolution No. 2001-12-11-2. As part of the Retirement Health

Services (RHS) plan, employees upon ten years of service may convert any vacation hours over 80 hours to sick leave on a 1 to 1 basis.

- D. All full-time management and confidential employees shall receive up to five days bereavement leave (40 hours total) for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.
- E. Part-time employees shall begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment, or July 1, 2015, whichever occurs later. A part-time employee is not eligible to begin using any accrued paid sick leave until after ninety (90) days of employment with the City and is only allowed to use up to a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of paid sick leave in a twelve (12) month period. A part-time employee can only accrue paid sick leave up to a cap of six (6) days or forty-eight (48) hours, whichever is greater, ongoing. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap. Any unused accrued paid sick leave carries over year to year while the part-time employee is continuously employed.

VI. AUTOMOBILE ALLOWANCE

- A. At the discretion of the City Manager, Management classifications may be eligible for a monthly automobile allowance in lieu of mileage reimbursement up to \$600.00 per month.

All other employees shall be reimbursed at the prevailing standard mileage rates established by the IRS.

SECTION 4. MISCELLANEOUS PROVISIONS

- I. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any provision of this Resolution.
- II. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution.
- III. In the event of any conflict between the provisions of the City Manager's Employment Agreement and this Resolution, the Agreement prevails.

SECTION 5. EFFECTIVE DATE

- I. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2021.

SECTION 6. Resolution No. 2021-07-13-4 is hereby rescinded and replaced with this Resolution.

PASSED, APPROVED, AND ADOPTED this 11th day of October 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, INTERIM CITY CLERK

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

I, Jennifer Lee, Interim City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-10-11-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, INTERIM CITY CLERK

RESOLUTION NO. 2022-10-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPOINTING JENNIFER LEE AS CITY CLERK OF THE CITY OF LAGUNA HILLS IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY LAGUNA HILLS MUNICIPAL CODE CHAPTER 2-12

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

WHEREAS, the City of Laguna Hills was incorporated on December 20, 1991, as a general law city of the State of California; and

WHEREAS, the office of the City Clerk has been established pursuant to Government Code Section 36501; and

WHEREAS, Government Code Section 34856 provides that when the office of city clerk has been made appointive, appointments to such office shall be made by the city council unless the city council vests such appointing power in the city manager by ordinance; and

WHEREAS, the office of the City Clerk has been made appointive by ordinance pursuant to Laguna Hills Municipal Code ("LHMC") Chapter 2-12; and

WHEREAS, the official duties, functions, and authority of office, as well as the appointment procedure, for the office of the City Clerk have been defined and established pursuant to Laguna Hills Municipal Code Chapter 2-12; and

WHEREAS, Laguna Hills Municipal Code Section 2-12.020 entitled, Appointment of the City Clerk, provides that upon recommendation of the City Manager, the City Clerk shall be appointed by the City Council and shall serve at the pleasure of the City Manager; and

WHEREAS, the office of City Clerk became vacant on September 16, 2022; and

WHEREAS, thereafter the City Manager administratively appointed Assistant City Clerk Jennifer Lee to serve as Interim City Clerk on September 19, 2022, in order to avoid any service level interruptions, pending a review and evaluation of the City Clerk's Department and preparation of a reorganization plan; and

WHEREAS, the City Manager has now selected and hereby recommends that the City Council appoint Jennifer Lee to be the City's next City Clerk.

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

SECTION 1: The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2: Pursuant to LHMC Section 2-12.020, Jennifer Lee is hereby appointed as City Clerk of the City of Laguna Hills, effective October 12, 2022.

PASSED, APPROVED, AND ADOPTED this 11th day of October 2022.

DAVE WHEELER, MAYOR

ATTEST:

GREGORY E. SIMONIAN, CITY ATTORNEY

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

I, Jennifer Lee, Interim City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-10-11-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 11th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, INTERIM CITY CLERK