



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, July 11, 2023 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Dave Wheeler, Mayor Pro Tempore
Erica Pezold, Council Member

Don Caskey, Council Member
Joshua Sweeney, Council Member

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

In Person Public Comments: 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 and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to 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: 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 Tuesday, July 11, 2023. 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. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by 5:00 p.m. on Tuesday, July 11, 2023. 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.

Please note: The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access. For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via email at jlee@lagunahillsca.gov.

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:

PLEDGE OF ALLEGIANCE: Council Member Caskey

ROLL CALL OF CITY COUNCIL MEMBERS**1. PRESENTATIONS AND PROCLAMATIONS****1.1 Laguna Hills Team Darkhorse 3/5 Marine Support Committee**

Recommendation: That the City Council receive an update from Karen Robbins on recent activities of the Laguna Hills Team Darkhorse Support Committee and the 3rd Battalion, 5th Marines Regiment, 1st Marine Division.

1.2 Laguna Hills Chamber of Commerce

Recommendation: That the City Council receive a fiscal year end update from the Laguna Hills Chamber of Commerce on business attraction and retention contractual services provided to the City.

1.3 Presentation by Mercy House on Homeless Outreach

Recommendation: That the City Council receive an update from Chief Program Officer, 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**

Recommendation: That the 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 Approval of Minutes for June 27, 2023, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 27, 2023, Regular Meeting.

4.3 Approval of Minutes for June 27, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 27, 2023, Special Meeting.

4.4 Ratification of July 11, 2023, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 16, 2023, to June 29, 2023, in the amount of \$316,203.10.

4.5 Resolution of Support for Assembly Constitutional Amendment (ACA) 12, Alexandra's Law

Recommendation: That the City Council adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, SUPPORTING ASSEMBLY CONSTITUTIONAL AMENDMENT (ACA) 12, ALEXANDRA'S LAW, RELATED TO CONTROLLED SUBSTANCES INCLUDING FENTANYL."

4.6 First Amendment to the Fiscal Year 2023/2024 Law Enforcement Services Agreement with the County of Orange

Recommendation: That the City Council approve the First Amendment to the fiscal year 2023/2024 Law Enforcement Services Agreement with the County of Orange and authorize the Mayor to execute the Agreement.

4.7 Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

Recommendation: That the City Council: 1) Adopt a Resolution entitled: "A RESOLUTION OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2023"; and 2) Authorize the City Manager to execute the Memorandum of Understanding.

4.8 Proposed Consulting Services Agreement with Mercy House Living Centers to Provide Continued Homeless Outreach Services Within the City of Laguna Hills

Recommendation: That the City Council approve the proposed Consulting Services Agreement with Mercy House Living Centers to provide continued, uninterrupted homeless outreach services for the next two fiscal years in the total, not to exceed, contract amount of \$123,215 and authorize the Mayor to execute the Agreement.

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

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

5.3. APPROVAL OF MINUTES**5.3.1 Approval of Minutes for June 27, 2023, Regular Meeting**

Recommendation: That the Planning Agency approve the Planning Agency Minutes for the June 27, 2023, Regular Meeting.

5.4. ADMINISTRATIVE REPORTS

5.5. PLANNING AGENCY PUBLIC HEARINGS**5.5.1 Conditional Use Permit (CUP) No. USE-0142-2023, a Request by Aaron Hardy to Establish a Local Area Network Gaming Center in an Existing 1,600 Square-Foot Tenant Space Located at 26548 Moulton Parkway, Suite 48-L (Continued)**

Recommendation: That the Planning Agency

- 1) Conduct a public hearing;
- 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities); and
- 3) Adopt a Resolution entitled: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0142-2023, A REQUEST BY AARON HARDY TO ESTABLISH A LOCAL AREA NETWORK GAMING CENTER IN AN EXISTING 1,600 SQUARE-FOOT TENANT SPACE LOCATED AT 26548 MOULTON PARKWAY, SUITE 48-L, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTION 15301 OF TITLE 14, CHAPTER 3 OF THE CALIFORNIA CODE OF REGULATIONS (CLASS 1, EXISTING FACILITIES)."

PLANNING AGENCY ADJOURNMENT**6. CITY COUNCIL PUBLIC HEARINGS****6.1 Confirmation of 2023 Weed Abatement Cost Report**

Recommendation: That the City Council:

- 1) Conduct a public hearing regarding the 2023 Weed Abatement Cost Report; and
- 2) Adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONFIRMING THE 2023 WEED ABATEMENT COST REPORT AND PROVIDING FOR THE COLLECTION OF WEED ABATEMENT ASSESSMENTS ON THE NEXT REGULAR TAX BILL LEVIED AGAINST THE SUBJECT PARCELS FOR MUNICIPAL PURPOSES."

7. ADMINISTRATIVE REPORTS**7.1. City Manager****7.1.1 Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City**

Recommendation: That the City Council 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. 2022-10-11-3."

7.1.2 Consideration of an Amended and Restated Security Patrol Services Agreement with High Level Security Solutions, Inc.

Recommendation: That the City Council:

- 1) Approve and authorize the Mayor to sign an Amended and Restated Security Patrol Services Agreement with High Level Security Solutions, Inc., for a new three-year term in the total maximum contract amount of \$600,000; and
- 2) Authorize and direct the City Manager to terminate the previously approved July 1, 2023, Agreement, pursuant to Section 8.3 of the Agreement.

7.2. City Clerk**7.2.1 Designation of Voting Delegate for League of California Cities Annual Conference**

Recommendation: That the City Council appoint the Mayor as the Voting Delegate and appoint the Mayor Pro Tempore as the Voting Delegate Alternate for the League of California Cities Annual Conference.

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 reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be August 22, 2023, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, 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 July 7, 2023, at 5:00 p.m.



Jennifer Lee, City Clerk

July 7, 2023

Date

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.

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: July 11, 2023
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager/Community Services Director
ISSUE: Presentation by Mercy House on Homeless Outreach

RECOMMENDATION: That the City Council receive an update from Chief Program Officer, Timothy Huynh on Mercy House's homeless outreach efforts in the City of Laguna Hills.

SUMMARY:

The City of Laguna Hills contracts with Mercy House Living Center to provide the City with homelessness outreach services. Timothy Huynh, Chief Program Officer, of Mercy House Living Center will present a quarterly report to the City Council with an update on homelessness outreach work efforts in the City. Mercy House's latest monthly status report is attached for reference.

FISCAL IMPACT

The City of Laguna Hills' approved budget for fiscal year 2023/2024 accounts for the cost of the services provided by Mercy House Living Centers over the past quarter.

ATTACHMENTS:

- May 2023 - Laguna Hills Street Outreach Monthly Report

SOUTH COUNTY STREET OUTREACH PROGRAM

MONTHLY REPORT MAY 2023

MERCY  HOUSE

Report Contact:

Timothy Huynh, Chief Program Officer

EM: timothyh@mercyhouse.net

PH: (714) 836-7188 x132

July 1, 2022- May 31, 2023

PROGRAM HIGHLIGHTS

Regional approach to street outreach in South Orange County. Our outreach services include engagement, completing housing assessments to enter CES, connecting individuals to the system of care including physical and mental health services, drug and alcohol rehabilitation, housing and other social services such as General Relief, CALFresh, Medi-Cal, and addressing other conditions that may exist.

20

People have exited the streets to permanent housing

45

People have exited the streets to temporary housing, emergency shelter or institutional care

366

CLIENTS SERVED TO DATE

29

NEW CLIENTS SERVED DURING THE MONTH

194

CLIENTS ACTIVE IN THE PROGRAM

634

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

1,152

SERVICES PROVIDED TO DATE

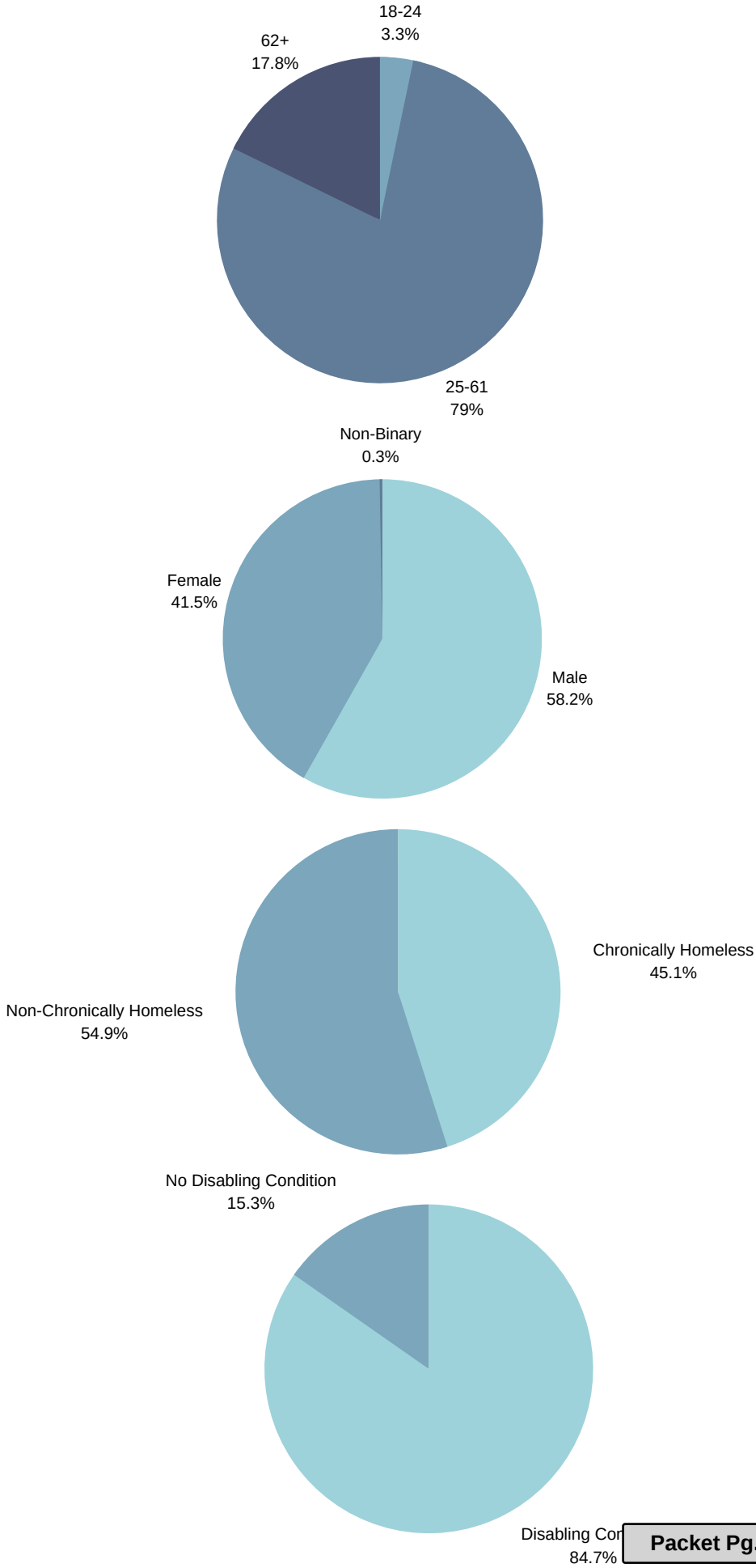
290

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

Outreach Programs are the first stepping stones for clients living on the streets to engage in help to end their homelessness.



July 1, 2022- May 31, 2023
DEMOGRAPHICS



MERCY HOUSE

July 1, 2022- May 31, 2023

CITY OF LAGUNA HILLS

STREET OUTREACH PROGRAM

2

People have exited the streets to permanent housing

6

People have exited the streets to temporary housing, emergency shelter or insituational care

39

CLIENTS SERVED TO DATE

3

NEW CLIENTS SERVED DURING THE MONTH

16

CLIENTS ACTIVE IN THE PROGRAM

82

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

137

SERVICES PROVIDED TO DATE

25

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

During the month of May, a homeless resident was referred to Mercy House by the Outreach Director of Vineyard Church, seeking assistance with housing. Mercy House promptly submitted the required documentation to connect them to the Orange County CES system. Additionally, the Outreach Director informed them about an available room for rent, offering a potential housing solution if they were able to receive housing subsidy support to afford the unit.

The resident eagerly awaits a match to a Rapid Rehousing (RRH) program, which would provide the necessary rental assistance. Their primary goal is to be reunited with their children, and securing stable housing is crucial for that reunion. They actively participate in the process, ensuring all necessary steps are completed promptly.

Mercy House is committed to supporting the resident in their journey with collaboration and advocacy. The resident's determination and cooperation are valued assets in navigating the housing process effectively.





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
 City Clerk
ISSUE: Schedule of Future Events

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

SUMMARY:

Movies in the Park showing Minions: The Rise of Gru

Friday, July 14, movie will begin 10 minutes after sunset, Cabot Park

Events, Communications, and Beautification Committee Regular Meeting

Monday, July 17, 11:00 a.m., Laguna Hills Civic Center Admin Conference Room

Traffic Commission Regular Meeting

Wednesday, July 19, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Summer Concert Series #2 featuring James Kelley Band (Country)

Friday, July 21, 6:30 p.m. – 8:30 p.m., Laguna Hills Community Center and Sports Complex

Summer Concert Series #3 featuring Savor (Santana Tribute and Latin Rock)

Friday, July 28, 6:30 p.m. – 8:30 p.m., Laguna Hills Community Center and Sports Complex

Summer Concert Series #4 featuring Beach to Gogo (60's)

Friday, August 4, 6:30 p.m. – 8:30 p.m., Laguna Hills Community Center and Sports Complex

Summer Concert Series #5 featuring Reflex (80's)

Friday, August 18, 6:30 p.m. – 8:30 p.m., Laguna Hills Community Center and Sports Complex

City Council/Planning Agency Regular Meeting

Tuesday, August 22, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Movies in the Park showing Mummies

Friday, August 25, movie will begin 10 minutes after sunset, Santa Vittoria Park

Schedule of Future Events

July 11, 2023

Page 2

Laguna Hills Police Services National Night Out

Thursday, August 31, 5:00 p.m. – 8:00 p.m., Laguna Hills Community Center and Sports Complex



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for June 27, 2023, Regular Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the June 27, 2023, Regular Meeting.

ATTACHMENTS:

- City Council Minutes for the June 27, 2023, Regular Meeting

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

**REGULAR MEETING
MINUTES
Tuesday, June 27, 2023**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

INVOCATION: Pastor Paul Finley of Lutheran Church of the Cross

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Wheeler

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

City Clerk Lee announced the upcoming meetings and events.

3. PUBLIC COMMENTS

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

Michael Holland, Eagle Scout with Troop 12 and Laguna Hills High School Student, presented the City Council with flag storage box he crafted as part of his Eagle Scout project.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Mayor Pro Tempore Wheeler removing Item No. 4.12 and Item No. 4.13 and Mayor Heft removing Item No. 4.13, Item No. 4.14, and Item No. 4.15.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Don Caskey, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, 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 June 13, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 13, 2023, Special Meeting.

4.3 Approval of Minutes for June 13, 2023, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 13, 2023, Regular Meeting.

4.4 Approval of Minutes for June 20, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 20, 2023, Special Meeting.

4.5 Approval of Minutes for June 21, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 21, 2023, Special Meeting.

4.6 Records Retention Management

Recommendation: That the City Council adopt Resolution No. 2023-06-27-1: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO DISPOSE OF CERTAIN CITY RECORDS IN ACCORDANCE WITH THE CITY'S RECORD RETENTION SCHEDULE."

4.7 Ratification of June 27, 2023, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 2, 2023, to June 15, 2023, in the amount of \$544,738.40.

4.8 Treasurer's Investment Report for May 2023

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of May 2023.

4.9 Appropriations Limit for Fiscal Year 2023/2024

Recommendation: That the City Council adopt Resolution No. 2023-06-27-2: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT (GANN LIMIT) FOR THE CITY OF LAGUNA HILLS FOR THE FISCAL YEAR 2023/2024."

4.10 Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

Recommendation: That the City Council: 1) Approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited, to the Seven-Year Capital Improvement Program; 2) Adopt Resolution No. 2023-06-27-3: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR the MEASURE M (M2) PROGRAM;" and 3) Adopt Resolution No. 2023-06-27-4: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM."

4.12 Second Reading & Adoption of Proposed Ordinance to Clarify and Expressly Exempt City Owned or Operated Signs and Signs Located on City Property from the Regulations in Chapter 9-42 (Signs and Advertising Devices) of the Laguna Hills Municipal Code

Recommendation: That the City Council: 1) Adopt Ordinance No. 2023-3: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0008-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO EXPRESSLY EXEMPT SIGNS OWNED OR OPERATED BY THE CITY OF LAGUNA HILLS OR CONSTRUCTED OR OPERATED ON PROPERTY OWNED, LEASED, OR OPERATED BY THE CITY OF LAGUNA HILLS FROM REGULATION UNDER CHAPTER 9-42 (SIGNS AND ADVERTISING DEVICES); and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4.11 Award of Four Professional Services Agreements To: 1) Civic Solutions, Inc.; 2) Sagecrest Planning and Environmental, Inc.; 3) T&B Planning, Inc.; and 4) CSG Consultants, Inc., for On-Call Planning and Environmental Consulting Services.**

Mayor Pro Tempore Wheeler removed Item No. 4.11 from the Consent Calendar to allow for discussion on the item.

Community Development Director Longenecker responded to Council Member requests for additional information.

Recommendation: That the City Council award four Professional Services Agreements to: 1) Civic Solutions, Inc.; 2) Sagecrest Planning and Environmental, Inc.; 3) T&B Planning, Inc.; and 4) CSG Consultants, Inc., for On-Call Planning and Environmental Consulting Services, in the total not to exceed contract amount of \$500,000 for a term of five (5) years, respectively, and authorize the Mayor to execute each of the four proposed Professional Services Agreements.

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

4.13 Adoption of Fiscal Year 2023/2024 Civic Center Budget

Mayor Pro Tempore Wheeler and Mayor Heft removed Item No. 4.13 from the Consent Calendar to allow for discussion on the item.

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

Recommendation: That the City Council approve and adopt the FY 2023/2024 Civic Center Budget.

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

4.14 Approval of Fiscal Year 2023/24 Law Enforcement Services Agreement with the County of Orange

Mayor Heft removed Item No. 4.14 from the Consent Calendar to allow for discussion on the item.

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

Recommendation: That the City Council approve the fiscal year 2023/24 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

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

4.15 Consideration of Security Patrol Services Agreement with High Level Security Solutions, Inc.

Mayor Heft removed Item No. 4.15 from the Consent Calendar to allow for discussion on the item.

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

Recommendation: That the City Council approve and authorize the Mayor to sign a Security Patrol Services Agreement with High Level Security Solutions, Inc. in the total maximum contract amount of \$225,000.

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

5. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:29 p.m.

5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Dave Wheeler	Vice Chair	Present	
Don Caskey	Agency Member	Present	
Erica Pezold	Agency Member	Present	
Joshua Sweeney	Agency Member	Present	

5.2. PUBLIC COMMENTS

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

5.3. APPROVAL OF MINUTES

There were no Planning Agency Minutes to approve.

5.4. ADMINISTRATIVE REPORTS**5.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed 2023/2024 Fiscal Year Capital Improvement Program**

Public Works Director/City Engineer Ames reviewed the information provided in the staff report

Recommendation: That the Planning Agency adopt Resolution No. PA2023-06-27-1: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, FINDING THAT THE PROPOSED 2023/2024 FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM CONFORMS WITH THE GENERAL PLAN OF THE CITY OF LAGUNA HILLS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Agency Member
SECONDER:	Don Caskey, Agency Member
AYES:	Janine Heft, Chair; Dave Wheeler, Vice Chair; Don Caskey, Agency Member, Erica Pezold, Agency Member, Joshua Sweeney, Agency Member

5.5. PLANNING AGENCY PUBLIC HEARINGS**5.5.1 Conditional Use Permit (CUP) No. USE-0142-2023, a Request by Aaron Hardy to Establish a Local Area Network Gaming Center in an Existing 1,600 Square-Foot Tenant Space Located at 26548 Moulton Parkway, Suite 48-L**

Community Development Director Longenecker recommended the continuation of the public hearing to July 11, 2023, at 7:00 p.m.

Recommendation: That the Planning Agency:

- 1) Conduct a public hearing;
- 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities); and
- 3) Adopt Resolution No. PA2023-06-27-2: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0142-2023, A REQUEST BY AARON HARDY TO ESTABLISH A LOCAL AREA NETWORK GAMING CENTER IN AN EXISTING 1,600 SQUARE-FOOT TENANT SPACE LOCATED AT 26548 MOULTON PARKWAY, SUITE 48-L, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTION 15301 OF TITLE 14, CHAPTER 3 OF THE CALIFORNIA CODE OF REGULATIONS (CLASS 1, EXISTING FACILITIES)."

A motion to continue this public hearing item to the regular meeting of July 11, 2023, at 7:00 p.m., or as soon thereafter as possible, was moved by Agency Member Pezold, seconded by Vice Chair Wheeler.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Agency Member
SECONDER:	Dave Wheeler, Vice Chair
AYES:	Janine Heft, Chair, Dave Wheeler, Vice Chair; Don Caskey, Agency Member, Erica Pezold, Agency Member, Joshua Sweeney, Agency Member

PLANNING AGENCY ADJOURNMENT

Chair Heft adjourned the Planning Agency Meeting at 7:34 p.m. and reconvened the City Council Meeting. All Council Members were present in Chamber.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings for this meeting.

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

7.1.1 Agreement for the Commissioning of a Large-Scale Bronze Sculpture and Memorial Monument to Recognize the United States Marines of the 3RD Battalion, 5TH Marines and Our Nation's Armed Forces

City Manager Hildenbrand reviewed the information provided in the staff report and responded to Council Member requests for additional information.

Artist Brittany Ryan responded to Council Member requests for additional information.

Recommendation: That the City Council:

- 1) Approve the Agreement between the City of Laguna Hills and Brittany Ryan to Commission Original Work of Art and authorize the Mayor to execute the Agreement; and
- 2) Authorize the Finance Director to amend the budget in the Public Art Fund in the amount of \$150,000.

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

7.2. Finance Director

7.2.1 Budget Adoption for Fiscal Years 2023/2024 & 2024/2025

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

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

Recommendation: That the City Council:

1) Adopt Resolution No. 2023-06-27-5: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR THE 2023/2024 & 2024/2025 FISCAL YEARS"; and

2) Adopt Resolution No. 2023-06-27-6: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE MOULTON MUSEUM/ MOULTON FAMILY FOUNDATION, INC., A 501(C)(3) NONPROFIT CORPORATION."

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

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8.1 Consideration of Support for ACA 12 (Dixon) – Alexandra’s Law

Mayor Heft provided an oral report on the item.

Recommendation: Mayor Heft recommends that the City Council direct City staff to prepare a resolution of support for ACA 12 (Dixon).

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

9. CITY COUNCIL MEMBER COMMITTEE REPORTS**9.1 Committee Assignment Reports**

The City Council received reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. CITY COUNCIL MEMBER COMMENTS**Council Member Pezold**

Council Member Pezold expressed her appreciation for the recently installed radar speed sign on La Paz Road.

Council Member Caskey

Council Member Caskey applauded both sides of the dais for accomplishing the recent work level of the City.

Mayor Heft

Mayor Heft reported on the success of the 2023 Laguna Hills Car Show.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 8:39 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of July 11, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for June 27, 2023, Special Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the June 27, 2023, Special Meeting.

ATTACHMENTS:

- City Council Minutes for the June 27, 2023, Special Meeting

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES
Tuesday, June 27, 2023**

CALL TO ORDER

The meeting was called to order at 4:01 p.m. by Mayor Heft.

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS

There were no public comments on the Special Meeting Item.

CITY COUNCIL WORKSHOP ITEMS

1 Public Safety Workshop

The City Council held the first workshop on crime prevention and other public safety issues that may concern the City of Laguna Hills and discussed the following issues:

Increase of burglaries in the Nellie Gail neighborhood

Statistics, metrics, probabilities, and parameters of safety

Responsibility of homeowner association and commercial centers to provide safety within the City

The use of a private security firm to increase safety within the City and options for the future

The City Council received a presentation from Chief of Police Services Captain Burk on the Laguna Hills Police Services First and Second Quarterly Reports for 2023.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 6:00 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of July 11, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Ratification of July 11, 2023, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from June 16, 2023, to June 29, 2023, in the amount of \$316,203.10.

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 June 16, 2023, to June 29, 2023, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - July 11, 2023
- Payables Detail Report - July 11, 2023



City of Laguna Hills, CA

Warrant Register - July 11, 2023

By Check Number

Date Range: 06/16/2023 - 06/29/2023

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
2207	A-0365	AT AND T - CALNET 3	06/22/2023	24.29
2208	B-0434	BREW HA HA PRODUCTIONS, LLC	06/22/2023	6,000.00
2209	C-1133	CALIFORNIA YELLOW CAB	06/22/2023	824.00
2210	C-1191	COUNTY OF ORANGE	06/22/2023	336.75
2211	F-0604	FEDERAL EXPRESS CORPORATION	06/22/2023	41.01
2212	L-1353	LIEBERT CASSIDY WHITMORE	06/22/2023	3,026.00
2213	R-1985	REGIONAL FIRST AID, INC	06/22/2023	301.20
2214	S-1902	SAN DIEGO GAS AND ELECTRIC	06/22/2023	42,528.47
2215	S-2219	SOUTH COUNTY OUTREACH	06/22/2023	500.00
2216	S-2250	SPARKLETTES	06/22/2023	269.79
2217	T-2702	TRIEPEI SMITH AND ASSOCIATES, INC.	06/22/2023	6,250.00
2218	Z-CS-0110	WATANABE, YUMI	06/22/2023	250.00
2219	B-0276	BANK OF AMERICA VISA CARD	06/23/2023	309.82
2220	L-1382	LOYA, RICKY	06/26/2023	720.00
2221	A-0138	ALL CITY MANAGEMENT, INC.	06/29/2023	2,182.32
2222	B-0304	BEE MAN, THE	06/29/2023	350.00
2223	B-0452	BRITTANY RYAN STUDIO	06/29/2023	15,000.00
2224	C-1177	CANON FINANCIAL SERVICES, INC.	06/29/2023	1,552.48
2225	Z-CD-0414	CIRCLE K STORES, INC.	06/29/2023	15,854.47
2226	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/29/2023	792.08
2227	C-0023	COX COMMUNICATION	06/29/2023	946.08
2228	C-1218	CSG FORTE PAYMENTS, INC.	06/29/2023	610.10
2229	E-0554	ECONOMICS, INC.	06/29/2023	8,250.02
2230	E-0504	EL TORO WATER DISTRICT	06/29/2023	12,782.53
2231	H-0805	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	06/29/2023	360.00
2232	H-0894	HATTOX DESIGN GROUP, LLC	06/29/2023	800.00
2233	H-0848	HDL, COREN AND CONE	06/29/2023	3,201.60
2234	H-0804	HINDERLITER, DE LLAMAS AND ASSOC., INC.	06/29/2023	1,900.09
2235	I-0920	ICMA	06/29/2023	200.00
2236	J-1057	JAMEY CLARK, INC.	06/29/2023	6,739.29
2237	J-1071	JCTEES.COM CORPORATION	06/29/2023	1,399.46
2238	J-1089	JD DESIGNS	06/29/2023	500.00
2239	M-1600	MERCY HOUSE LIVING CENTERS, INC.	06/29/2023	5,268.30
2240	M-1388	MOBILE MINI, INC.	06/29/2023	526.48
2241	M-1302	MOULTON NIGUEL WATER DISTRICT	06/29/2023	6,098.00
2242	P-1824	PACKET FUSION, INC.	06/29/2023	2,392.50
2243	S-2315	PETTY CASH	06/29/2023	500.00
2244	P-1796	PMC PLUMBING, INC.	06/29/2023	850.00
2245	P-1846	PRIDESTAFF, INC.	06/29/2023	1,021.20
2246	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	06/29/2023	1,132.45
2247	R-1830	RALPHS GROCERY COMPANY	06/29/2023	1.99
2248	R-1985	REGIONAL FIRST AID, INC	06/29/2023	165.14
2249	S-2060	SAN DIEGO NATURAL HISTORY MUSEUM	06/29/2023	810.00
2250	S-1949	SMART AND FINAL	06/29/2023	365.76
2251	S-1911	SOUTHERN CAL ASSOC OF GOVTS	06/29/2023	4,038.00
2252	S-1904	SOUTHERN CALIFORNIA EDISON	06/29/2023	107.41
2253	S-2297	SOUTHERN CALIFORNIA RADAR/LASER CERT. LAB	06/29/2023	70.00
2254	S-2299	SPECIALTY MOWING SERVICES, INC.	06/29/2023	52,822.00
2255	S-2198	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	06/29/2023	675.00
2256	S-2095	STONE IMAGERY	06/29/2023	10,424.80
2257	T-2712	TOTAL SOURCE OFFICEWORKS	06/29/2023	955.08

Attachment: Warrant Register - July 11, 2023 (3232 : Warrant Register, July 11, 2023)

Warrant Register - July 11, 2023

Check Number	Vendor Number	Vendor Name
2258	T-2639	TURF STAR, INC.
2259	V-2254	VITUIITY - URGENT CARE SERVICES, PC
2260	R-1801	WOODRUFF

Date Range: 06/16/2023 - 06/29/2023

Payment Date	Payment Amount
06/29/2023	513.90
06/29/2023	340.00
06/29/2023	35,989.40
Total Regular:	259,869.26

Warrant Register - July 11, 2023

Date Range: 06/16/2023 - 06/29/2023

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002504	B-0276	BANK OF AMERICA VISA CARD	06/26/2023	14,007.05
DFT0002505	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	06/28/2023	33,312.54
DFT0002506	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	06/29/2023	9,014.25
Total Bank Draft:				56,333.84

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	80	54	0.00	259,869.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	48	3	0.00	56,333.84
EFT's	0	0	0.00	0.00
	128	59	0.00	316,203.10

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	80	54	0.00	259,869.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	48	3	0.00	56,333.84
EFT's	0	0	0.00	0.00
	128	59	0.00	316,203.10

Fund Summary

Fund	Name	Period	Amount
998	POOL	6/2023	316,203.10
			316,203.10



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 06/16/2023 - 06/29/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
06/22/2023	AT AND T - CALNET 3	000020047206	Traffic Signal, Public Works, May '23	100-356-630000	24.29
06/22/2023	SAN DIEGO GAS AND ELECTRIC	061523	Street Lights, Traffic Control, Com	100-310-631100	11,546.06
06/22/2023	SAN DIEGO GAS AND ELECTRIC	061523	Ctr, Apr-Jun Street Lights, Traffic Control, Com	100-355-631000	11,330.90
06/22/2023	SAN DIEGO GAS AND ELECTRIC	061523	Ctr, Apr-Jun Street Lights, Traffic Control, Com	100-356-631400	16,287.48
06/22/2023	SAN DIEGO GAS AND ELECTRIC	061523	Ctr, Apr-Jun Street Lights, Traffic Control, Com	100-356-631900	3,364.03
06/22/2023	SOUTH COUNTY OUTREACH	062223	Ctr, Apr-Jun Contribution for 1/2 Marathon	100-310-695507	500.00
06/22/2023	BREW HA HA PRODUCTIONS, LLC	062223	1/2 Marathon Expense, May '23	100-310-695507	6,000.00
06/22/2023	TRIEPEI SMITH AND ASSOCIATES,	10280	Communications Support, Jun '23	100-155-695000	6,250.00
06/22/2023	LIEBERT CASSIDY WHITMORE	242574	ERC Membership, FY 23/24	100-000-140000	3,026.00
06/22/2023	SPARKLETTS	4228482 061623	Operating Supplies, Jun '23	100-195-622000	269.79
06/22/2023	FEDERAL EXPRESS CORPORATION	8-164-95602	Delivery Services, Jun '23	100-195-625000	41.01
06/22/2023	REGIONAL FIRST AID, INC	94117	Operating Supplies, Jun '23	100-195-622000	96.53
06/22/2023	REGIONAL FIRST AID, INC	94188	Operating Supplies, Jun '23	100-195-622000	204.67
06/22/2023	WATANABE, YUMI	FRD-0311	Refund, Facility Deposit, R	100-000-222000	250.00
06/22/2023	COUNTY OF ORANGE	STTM001173	#1035592.002 Communications Charges, Apr '23	100-420-646000	336.75
06/23/2023	BANK OF AMERICA VISA CARD	COMDEV 06.20.23 - 01	Orange County Business Journal	100-225-626000	225.00
06/23/2023	BANK OF AMERICA VISA CARD	COMDEV 06.20.23 - 02	Amazon.com	100-225-622000	8.68
06/23/2023	BANK OF AMERICA VISA CARD	COMDEV 06.20.23 - 03	Amazon Marketplace	100-225-622000	76.14
06/26/2023	LOYA, RICKY	042519	Umpire Fees, Community Services, Apr '19	100-310-622502	180.00
06/26/2023	LOYA, RICKY	051322	Umpire Fees, Community Services, May '22	100-310-622502	90.00
06/26/2023	LOYA, RICKY	072021	Umpire Fees, Community Services, Jul '21	100-310-622502	90.00
06/26/2023	LOYA, RICKY	073019	Umpire Fees, Community Services, Jul '19	100-310-622502	90.00
06/26/2023	LOYA, RICKY	091522	Umpire Fees, Community Services, Sep '22	100-310-622502	90.00
06/26/2023	LOYA, RICKY	112221	Umpire Fees, Community Services, Nov '21	100-310-622502	90.00
06/26/2023	LOYA, RICKY	112519	Umpire Fees, Community Services, Nov '19	100-310-622502	90.00
06/26/2023	BANK OF AMERICA VISA CARD	CITY CLERK 06.20.23 - 01	City Clerks Association	100-155-610000	250.00
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 01	Noonerz	100-155-622000	213.33
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 02	MB Floral Design	100-155-695000	330.79
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 03	Seton Identification Card	100-155-622000	53.38
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 04	HR Direct SmartApps	100-195-622000	64.65
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 05	Hitt Marking Devices	100-155-622000	57.93
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 06	ACC-OC	100-155-612000	85.00
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 07	Disneyland Resort Convention Groups, FY 23/24	100-000-140000	380.25
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 08	Mangi Con Amore	100-155-622000	228.72
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 09	Seton Identification Card	100-155-622000	87.11
06/26/2023	BANK OF AMERICA VISA CARD	GENGOV1 06.20.23 - 10	Moe's Deli	100-155-622000	178.48
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 01	DollarTree	100-420-695000	33.87
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 02	Costco	100-420-695000	214.76
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 03	Ronaldo's Taco Shop	100-420-695000	591.87
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 04	Target	100-420-695000	80.17
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 05	Heidelberg Pastry Shop	100-420-622000	13.50
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 06	Fast Forms	100-420-622000	2,210.31

Attachment: Payables Detail Report - July 11, 2023 (3232 : Warrant Register, July 11, 2023)

Payables Detail Report

Payment Dates: 06/16/2023 - 06/29/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 07	Amazon Marketplace	100-420-622000	10.76
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 08	In-n-Out Burger	100-420-695000	23.71
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 09	In-n-Out Burger	100-420-695000	324.87
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 10	The UPS Store	100-420-622000	42.01
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 11	Creative Services of New England	100-420-695000	727.95
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 12	IKEA	100-420-622000	58.15
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 13	Amazon Marketplace	100-420-622000	19.38
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 14	Amazon Marketplace	100-420-622000	18.30
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 15	Amazon Marketplace	100-420-622000	238.72
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 15	Amazon Marketplace	100-420-695000	27.79
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 16	Costco	100-420-695000	467.75
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 17	Amazon Marketplace	100-420-622000	54.69
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 18	The Toll Roads of OC	100-420-646100	2.59
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 19	Amazon Prime	100-420-622000	16.15
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 20	Amazon Marketplace	100-420-622000	282.91
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 21	Costco	100-420-695000	220.46
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 22	South Coast Trophy	100-420-622000	413.73
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 22	South Coast Trophy	100-420-695000	2,101.12
06/26/2023	BANK OF AMERICA VISA CARD	POLSVCS 06.20.23 - 23	Printex Printing & Graphics	100-420-695000	1,962.13
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 01	Amazon Marketplace	100-355-622000	129.29
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 02	Sepulveda Building Materials	100-355-622000	103.44
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 03	Amazon.com	100-355-622000	15.06
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 04	Southland Auto Care	100-355-646100	185.70
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 05	O'Reilly Auto Parts	100-355-622000	7.95
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 06	Sunrise Ford	100-355-646100	378.18
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 07	Engineers BD	100-355-610000	180.00
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 08	Amazon.com	100-355-622000	64.64
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 09	Amazon.com	100-355-622000	26.34
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 10	United Rentals	100-355-720401	810.48
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 11	Aliso Viejo Towing	100-355-646100	203.56
06/26/2023	BANK OF AMERICA VISA CARD	PUBWKS 06.20.23 - 12	United Rentals	100-355-720401	(184.88)
06/28/2023	OCSO LAW ENFORCEMENT	SH 65625	OCSO, LEC, Memorial Day Run	100-310-695507	33,312.54
06/29/2023	CONTRACT, OC TREASURER-TAX				
06/29/2023	RALPHS GROCERY COMPANY	0523138164_23604612	Office Supplies, Comm Svcs, Jun '23	100-310-620500	1.99
06/29/2023	COX COMMUNICATION	060523	T-1 Line, Jun '23	100-195-630000	862.08
06/29/2023	COX COMMUNICATION	060723	Traffic Signal, Jun '23	100-195-630000	84.00
06/29/2023	MOULTON NIGUEL WATER DISTRICT	061523	Water Usage, Public Works & Com Ctr, May '23	100-310-635100	781.19
06/29/2023	MOULTON NIGUEL WATER DISTRICT	061523	Water Usage, Public Works & Com Ctr, May '23	100-355-635000	5,316.81
06/29/2023	SOUTHERN CALIFORNIA EDISON	062023 - Acct #70007600	Street Lights, Traffic Control, May '23	100-356-631400	107.41
06/29/2023	SOUTHERN CALIFORNIA	062309	Equipment Maintenance, Police Services, Jun '23	100-420-646100	70.00
06/29/2023	RADAR/LASER CERT. LAB	062823	Water Usage, Public Works, May '23	100-355-635000	12,782.53
06/29/2023	EL TORO WATER DISTRICT	123263	Bee Removal, Public Works, Jun '23	100-355-720701	155.00
06/29/2023	BEE MAN, THE	123291	Bee Removal, Public Works, Jun '23	100-355-720701	195.00
06/29/2023	BEE MAN, THE	1486K20515	Recruitment, Jun '23	100-195-617000	340.00
06/29/2023	VITUTY - URGENT CARE SERVICES,	1534	Annual Weed Abatement, Jun '23	100-355-720730	1,784.00
06/29/2023	SPECIALTY MOWING SERVICES, INC.	1535	Annual Weed Abatement, Jun '23	100-355-720730	51,038.00
06/29/2023	SPECIALTY MOWING SERVICES, INC.	1548202	Hardware, Magtek Edynamo	100-195-940000	610.10
06/29/2023	CSG FORTE PAYMENTS, INC.	1806	Traffic Control, Memorial Day Race	100-310-695507	500.00
06/29/2023	JD DESIGNS	22490	Professional Services, USE-0147-2023, Jun '23	100-000-223000	360.00
06/29/2023	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	230501-011	Parks Contract Repair, May '23	100-355-720701	850.00
06/29/2023	PMC PLUMBING, INC.	2306101	Civic Center Improvements, CIP #505	100-600-790600	800.00
06/29/2023	HATTOX DESIGN GROUP, LLC	24574 (1)	Printing-Program Service, Jun '23	100-310-624500	787.65
06/29/2023	PRINTEX PRINTING AND GRAPHICS INC.	24593 (1)	Advertising-Program Services, FY 23/24	100-000-140000	344.80
06/29/2023	PRINTEX PRINTING AND GRAPHICS INC.	29005	Professional Services, Jun '23	100-155-700000	9,939.93
06/29/2023	STONE IMAGERY	29042	Office Supplies, Jun '23	100-155-620000	484.87

Attachment: Payables Detail Report - July 11, 2023 (3232 : Warrant Register, July 11, 2023)

Payables Detail Report

Payment Dates: 06/16/2023 - 06/29/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/29/2023	PRIDESTAFF, INC.	301674045	Temporary Staffing, Jun '23	100-225-720512	1,021.20
06/29/2023	CANON FINANCIAL SERVICES, INC.	30653878	Lease - Copier, City Hall, 6/1/23 - 6/30/23	100-195-641200	778.29
06/29/2023	CANON FINANCIAL SERVICES, INC.	30653879	Lease - Copier, New Admin Copier, 6/1/23 - 6/30/23	100-195-641200	317.82
06/29/2023	CANON FINANCIAL SERVICES, INC.	30653880	Lease - Copier, Comm Ctr, 6/1/23 - 6/30/23	100-195-641200	456.37
06/29/2023	TOTAL SOURCE OFFICEWORKS	32384	Office Supplies, Community Ctr, Jun '23	100-310-620500	723.81
06/29/2023	TOTAL SOURCE OFFICEWORKS	32481	Office Supplies, Jun '23	100-195-620000	231.27
06/29/2023	TURF STAR, INC.	3315548-00	Maintenance Utility Cart, Community Svcs, Jun '23	100-310-646100	513.90
06/29/2023	SMART AND FINAL	3831400006801	Operating Supplies, Apr '23	100-195-622000	(24.77)
06/29/2023	SMART AND FINAL	3831400013301	Rooted Campaign, Apr '23	100-310-695500	42.65
06/29/2023	SMART AND FINAL	3831400015001	Office & Operating Supplies, May '23	100-155-622000	59.26
06/29/2023	SMART AND FINAL	3831400015001	Office & Operating Supplies, May '23	100-195-620000	56.83
06/29/2023	SMART AND FINAL	3831400015001	Office & Operating Supplies, May '23	100-195-622000	29.47
06/29/2023	SMART AND FINAL	3831400019202	Office & Operating Supplies, Apr '23	100-155-622000	87.27
06/29/2023	SMART AND FINAL	3831400019202	Office & Operating Supplies, Apr '23	100-195-620000	111.56
06/29/2023	SMART AND FINAL	3831400019202	Office & Operating Supplies, Apr '23	100-195-622000	3.49
06/29/2023	COMPLETE OFFICE OF CALIFORNIA	4059717-0	Computer Supplies, Jun '23	100-195-621000	686.64
06/29/2023	COMPLETE OFFICE OF CALIFORNIA	4059718-0	Computer Supplies, Jun '23	100-195-621000	105.44
06/29/2023	ICMA	424819-062723	Membership, DR	100-310-610000	200.00
06/29/2023	MERCY HOUSE LIVING CENTERS, INC.	5003-23-03	Contract Services - Homelessness, Mar '23	100-310-720302	5,268.30
06/29/2023	HIGH LEVEL SECURITY SOLUTIONS, INC.	5600	Private Security Patrol, 6/5/23 - 6/26/23	100-420-720850	9,014.25
06/29/2023	JAMEY CLARK, INC.	73996	Graffiti Removal, Public Works, Jun '23	100-355-720500	885.00
06/29/2023	JAMEY CLARK, INC.	73997	Park Repairs, Public Works, Jun '23	100-355-720701	531.79
06/29/2023	JAMEY CLARK, INC.	74004	Park Repairs, Public Works, Jun '23	100-355-720701	472.50
06/29/2023	JAMEY CLARK, INC.	74013	Park Repairs, Public Works, Jun '23	100-355-720701	4,850.00
06/29/2023	WOODRUFF	74067	Professional Services Legal, May '23	100-155-700010	34,129.20
06/29/2023	WOODRUFF	74067	Professional Services Legal, May '23	100-225-700012	166.60
06/29/2023	ALL CITY MANAGEMENT, INC.	86283	Crossing Guard Services, 5/28/23 - 6/10/23	100-420-720822	2,182.32
06/29/2023	JCTEES.COM CORPORATION	8806	Program Expense, Adult Softball League, Jun '23	100-310-695500	1,399.46
06/29/2023	MOBILE MINI, INC.	9017920295	Storage Rental, Community Center, 6/7 - 7/4/23	100-310-641000	225.71
06/29/2023	MOBILE MINI, INC.	9017969610	Storage Rental, Community Center, 6/13 - 7/10/23	100-310-641000	82.97
06/29/2023	MOBILE MINI, INC.	9017981197	Storage Rental, Community Center, 6/14 - 7/11/23	100-310-641000	217.80
06/29/2023	REGIONAL FIRST AID, INC	94118	Office Supplies, Comm Svcs, Jun '23	100-310-620500	165.14
06/29/2023	CIRCLE K STORES, INC.	CD-0946-USE-0055-2021	Refund, Plan Application Deposit, R #8575, #8722	100-000-223000	15,854.47
06/29/2023	PACKET FUSION, INC.	PB15770	HQ Server Upgrade, Jun '23	100-195-646000	2,392.50
06/29/2023	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	S 1971332 SN	Elevator Conveyance #123653, Jun '23	100-310-646500	675.00
06/29/2023	SOUTHERN CAL ASSOC OF GOVTS	SCAG FY24 0093	Membership Dues, FY 23/24	100-000-140000	4,038.00
06/29/2023	SAN DIEGO NATURAL HISTORY MUSEUM	SIO3462	Fossil Exhibit Improvement Project, Jun '23	100-310-695504	810.00
06/29/2023	HDL, COREN AND CONE	SIN027383	Property Tax Audit, Apr - Jun '23	100-155-700055	3,201.60
06/29/2023	HINDERLITER, DE LLAMAS AND ASSOC., INC.	SIN028849	Sales Tax 2nd Qtr, Audit Sales 4th Qtr	100-155-700052	1,900.09
Fund 100 - GENERAL FUND Total:					289,935.48
Fund: 221 - SENIOR MOBILITY PROGRAM					
06/22/2023	CALIFORNIA YELLOW CAB	5406023	Senior Mobility Program, May '23	221-310-720000	824.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					824.00

Attachment: Payables Detail Report - July 11, 2023 (3232 : Warrant Register, July 11, 2023)

Payables Detail Report

Payment Dates: 06/16/2023 - 06/29/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 306 - CR&R RECYCLING FEE					
06/29/2023	ECONOMICS, INC.	2017-2018.69	Professional Services, Recycling Program, Mar '23	306-355-700000	1,959.17
Fund 306 - CR&R RECYCLING FEE Total:					1,959.17
Fund: 309 - SB 1383 Grant					
06/29/2023	ECONOMICS, INC.	2017-2018.69	Professional Services, Recycling Program, Mar '23	309-355-700000	6,290.85
Fund 309 - SB 1383 Grant Total:					6,290.85
Fund: 411 - PUBLIC ART - VALH MGP					
06/29/2023	BRITTANY RYAN STUDIO	062823	Dark Horse Memorial Sculpture	411-310-900000	15,000.00
Fund 411 - PUBLIC ART - VALH MGP Total:					15,000.00
Fund: 451 - LIABILITY SELF-INSURANCE					
06/29/2023	WOODRUFF	74067	Professional Services Legal, May '23	451-155-700011	1,693.60
Fund 451 - LIABILITY SELF-INSURANCE Total:					1,693.60
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
06/29/2023	HATTOX DESIGN GROUP, LLC	2306101	Civic Center Improvements, CIP #505	600-000-490100	(800.00)
06/29/2023	HATTOX DESIGN GROUP, LLC	2306101	Civic Center Improvements, CIP #505	600-255-950505	800.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Fund: 998 - POOL					
06/29/2023	PETTY CASH	062923	July 4th, Change Boxes	998-000-100007	500.00
Fund 998 - POOL Total:					500.00
Grand Total:					316,203.10

Attachment: Payables Detail Report - July 11, 2023 (3232 : Warrant Register, July 11, 2023)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	289,935.48	289,935.48
221 - SENIOR MOBILITY PROGRAM	824.00	824.00
306 - CR&R RECYCLING FEE	1,959.17	1,959.17
309 - SB 1383 Grant	6,290.85	6,290.85
411 - PUBLIC ART - VALH MGP	15,000.00	15,000.00
451 - LIABILITY SELF-INSURANCE	1,693.60	1,693.60
600 - CAPITAL IMPROVEMENT PROJECT	-	-
998 - POOL	500.00	500.00
Grand Total:	316,203.10	316,203.10

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-140000	Prepaid Expenditures	7,789.05	7,789.05
100-000-222000	Refundable Deposits	250.00	250.00
100-000-223000	Plan Application Deposit	16,214.47	16,214.47
100-155-610000	Memberships and Dues Expense	250.00	250.00
100-155-612000	Travel, Conferences & Meetings	85.00	85.00
100-155-620000	Office Supplies	484.87	484.87
100-155-622000	Operating Supplies	965.48	965.48
100-155-695000	CommunityAsstnc/PublicRelation	6,580.79	6,580.79
100-155-700000	Professional Services	9,939.93	9,939.93
100-155-700010	Legal Services-General Counsel	34,129.20	34,129.20
100-155-700052	Compliance Audit Services - Sales	1,900.09	1,900.09
100-155-700055	Professional Services -	3,201.60	3,201.60
100-195-617000	Recruitment	340.00	340.00
100-195-620000	Office Supplies	399.66	399.66
100-195-621000	Computer Supplies	792.08	792.08
100-195-622000	Operating Supplies	643.83	643.83
100-195-625000	Postage & Delivery	41.01	41.01
100-195-630000	Telephone & Communication	946.08	946.08
100-195-641200	Rent/Lease - Copier	1,552.48	1,552.48
100-195-646000	Maint & Rep-Equip & Machinery	2,392.50	2,392.50
100-195-940000	Computer Hardware & Software	610.10	610.10
100-225-622000	Operating Supplies	84.82	84.82
100-225-626000	Subscriptions & Books	225.00	225.00
100-225-700012	Legal Services - Community	166.60	166.60
100-225-720512	Contract Staffing Services	1,021.20	1,021.20
100-310-610000	Memberships and Dues Expense	200.00	200.00
100-310-620500	Office Supplies - Comm Ctr	890.94	890.94
100-310-622502	Supplies-Adult Leagues	720.00	720.00
100-310-624500	Advertising-Program Services	787.65	787.65
100-310-631100	Utilities - Electric Comm Ctr	11,546.06	11,546.06
100-310-635100	Utilities - Water Comm Ctr	781.19	781.19
100-310-641000	Rent/Lease - Equipment	526.48	526.48
100-310-646100	Maint & Repairs - Vehicles	513.90	513.90
100-310-646500	Maint&Repair-	675.00	675.00
100-310-695500	Special Events-Program Service	1,442.11	1,442.11
100-310-695504	Displays,Exhibits & Ed Program	810.00	810.00
100-310-695507	Marathon 5k	40,312.54	40,312.54
100-310-720302	Contract Services - Homelessness	5,268.30	5,268.30
100-355-610000	Memberships and Dues Expense	180.00	180.00
100-355-622000	Operating Supplies	346.72	346.72
100-355-631000	Utilities - Electric	11,330.90	11,330.90
100-355-635000	Utilities - Water	18,099.34	18,099.34
100-355-646100	Maint & Repairs - Vehicles	767.44	767.44
100-355-720401	Other Public Works Maintenance	625.60	625.60
100-355-720500	Graffiti Removal	885.00	885.00

Attachment: Payables Detail Report - July 11, 2023 (3232 : Warrant Register, July 11, 2023)

Payables Detail Report

Payment Dates: 06/16/2023 - 06/29/2023

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-355-720701	Parks Contract Repair	7,054.29	7,054.29
100-355-720730	Annual Weed Abatement	52,822.00	52,822.00
100-356-630000	MOE Telephone &	24.29	24.29
100-356-631400	MOE Electricity-Streetlights &	16,394.89	16,394.89
100-356-631900	MOE Electricity On-bill Financing	3,364.03	3,364.03
100-420-622000	Operating Supplies	3,378.61	3,378.61
100-420-646000	Maint & Rep-Equip & Machinery	336.75	336.75
100-420-646100	Maint & Repairs - Vehicles	72.59	72.59
100-420-695000	CommunityAsstnc/PublicRelation	6,776.45	6,776.45
100-420-720822	Crossing Guard Services	2,182.32	2,182.32
100-420-720850	Private Security Patrol	9,014.25	9,014.25
100-600-790600	Transfer Out to Capital Imprv.	800.00	800.00
221-310-720000	Contract Services	824.00	824.00
306-355-700000	Professional Services	1,959.17	1,959.17
309-355-700000	Professional Services	6,290.85	6,290.85
411-310-900000	Public Artwork	15,000.00	15,000.00
451-155-700011	Legal Services-Litigation	1,693.60	1,693.60
600-000-490100	Transfer In- General Fund	(800.00)	(800.00)
600-255-950505	CIP-Civic Center Improvements	800.00	800.00
998-000-100007	Cash - Cashier's Float Comm Ctr	500.00	500.00
Grand Total:		316,203.10	316,203.10

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	316,203.10	316,203.10
Grand Total:	316,203.10	316,203.10

Attachment: Payables Detail Report - July 11, 2023 (3232 : Warrant Register, July 11, 2023)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Resolution of Support for Assembly Constitutional Amendment (ACA) 12, Alexandra's Law

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, SUPPORTING ASSEMBLY CONSTITUTIONAL AMENDMENT (ACA) 12, ALEXANDRA'S LAW, RELATED TO CONTROLLED SUBSTANCES INCLUDING FENTANYL."

SUMMARY:

At the June 27, 2023, City Council meeting, the City Council directed staff to prepare a Resolution in support of Assembly Constitutional Amendment (ACA) 12, Alexandra's Law, that would require the courts to advise individuals convicted of fentanyl sales and manufacturing-related offenses that subsequent offenses could result in a charge of voluntary manslaughter or murder.

If ACA 12 is passed by the California Legislature, the measure would be placed on the November 5, 2024, general election ballot to let California voters decide if fentanyl dealers should be made fully aware of the consequences of selling the deadly drug and be held accountable.

Staff prepared a proposed Resolution in support of ACA 12 and recommends that the City Council adopt the Resolution.

ATTACHMENTS:

- Proposed Resolution in Support of ACA 12
- ACA 12 Text

RESOLUTION NO. 2023-07-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, SUPPORTING ASSEMBLY
CONSTITUTIONAL AMENDMENT (ACA) 12,
ALEXANDRA'S LAW, RELATED TO CONTROLLED
SUBSTANCES INCLUDING FENTANYL

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

WHEREAS, the increasing prevalence of fentanyl poses a significant public health and safety risk to Orange County communities and Laguna Hills residents; and

WHEREAS, in 2021, Orange County emergency department visits and hospitalizations related to opioids, including fentanyl, amounted to 1,513 and 315, respectively; and

WHEREAS, Orange County fentanyl-related deaths increased by a factor of nineteen, from 37 in 2016 to 746 in 2021; and

WHEREAS, statewide fentanyl-related deaths increased by a factor of twenty-nine, from 239 in 2016 to 7,175 in 2021; and

WHEREAS, many of these deaths are the result of drug dealers selling counterfeit pills containing illicit fentanyl, where the consumer is unaware of the presence of fentanyl; and

WHEREAS, ACA 12, Alexandra's Law, is a bipartisan measure that would require the courts to advise individuals convicted of fentanyl sales and manufacturing-related offenses that subsequent offenses could result in a charge of voluntary manslaughter or murder; and

WHEREAS, ACA 12, Alexandra's Law, if passed by the Senate and Assembly, would be placed on the November 5, 2024, general election ballot to let California voters decide if fentanyl dealers should be made fully aware of the consequences of selling the deadly drug and be held accountable; and

WHEREAS, ACA 12, Alexandra's Law, aims to protect citizens from the dangers of illicit drugs, including fentanyl, by raising public awareness of the increasing rate of poisoning and death of individuals related to counterfeit drugs containing fentanyl and the consumption of illicit drugs in general.

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 of Laguna Hills supports bills and measures of the California Legislature, including ACA 12, Alexandra's Law, to eliminate the threat of fentanyl to Orange County communities and Laguna Hills residents.

SECTION 3. The City of Laguna Hills urges the California Legislature to pass ACA 12, Alexandra's Law, to place the measure on the November 5, 2024, general election ballot, which would allow California voters to decide if fentanyl dealers should be made fully aware of the consequences of selling the deadly drug and be held accountable.

PASSED, APPROVED AND ADOPTED this 11th day of July 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, 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. 2023-07-11-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Assembly Constitutional Amendment**No. 12**

Introduced by Assembly Members Dixon, Alanis, and Joe Patterson
(Coauthors: Assembly Members Chen, Megan Dahle, Davies,
Essayli, Flora, Vince Fong, Gallagher, Hoover, Lackey, Mathis,
Jim Patterson, Petrie-Norris, Sanchez, Ta, Waldron, and Wallis)
 (Coauthors: Senators Alvarado-Gil, Grove, Jones, Nguyen, Niello,
 Ochoa Bogh, Seyarto, and Wilk)

June 5, 2023

Assembly Constitutional Amendment No. 12—A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by adding Section 33 to Article I thereof, relating to controlled substances.

LEGISLATIVE COUNSEL'S DIGEST

ACA 12, as introduced, Dixon. Controlled substances.

Existing law makes it a crime to possess for sale or purchase for purpose of sale, transport, import, sell, furnish, administer, give away, manufacture, compound, convert, produce, derive, process, or prepare various controlled substances, including, among others, fentanyl, peyote, and various other opiates and narcotics.

This measure would require a criminal court to advise a person who is convicted of, or who pleads guilty or no contest to, the above-described crimes, as specified, of the danger of selling or administering illicit drugs and counterfeit pills and that, if a person dies as a result of that action, the defendant can be charged with homicide. The measure would require the court to read the advisory statement in a case in which the defendant exchanged a controlled substance containing fentanyl or its analogs for anything else of value, as specified.

ACA 12

— 2 —

The measure would require the advisory statement to be included in a plea form, if used, and specified on the record. The measure would require that the fact the advisory was given be recorded in the abstract of conviction and would prohibit the advisement from being used as evidence in the prosecution of a minor in juvenile court.

Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: yes.

State-mandated local program: no.

1 *Resolved by the Assembly, the Senate concurring,* That the
2 Legislature of the State of California at its 2023–24 Regular
3 Session, commencing on the fifth day of December 2022,
4 two-thirds of the membership of each house concurring, hereby
5 proposes to the people of the State of California, that the
6 Constitution of the State be amended as follows:

7 That Section 33 is added to Article I thereof, to read:

8 SEC. 33. (a) The people shall have the right to be free from
9 the dangers of poisoning from illicit and counterfeit substances.
10 Fentanyl and other dangerous drugs pose a significant risk to public
11 safety. The defendant in a criminal cause has the right to be
12 informed of the dangers and potential legal consequences of selling,
13 manufacturing, transporting, or administering illicit and counterfeit
14 drugs.

15 (b) A criminal court shall advise a person who is convicted of,
16 or who pleads guilty or no contest to, a violation of possessing for
17 sale or purchasing for purposes of sale any controlled substance,
18 transporting, importing, selling, or administering a controlled
19 substance, offering to transport, import, sell, or administer a
20 controlled substance, attempting to transport, import, sell, or
21 administer a controlled substance, or manufacturing, compounding,
22 converting, producing, deriving, processing, or preparing a
23 controlled substance, either directly or indirectly by chemical
24 extraction or independently by means of chemical synthesis, of
25 the following:

26 “You are hereby advised that all illicit drugs and counterfeit pills
27 are dangerous to human life and become even deadlier when they
28 are, sometimes unknowingly, mixed with substances such as
29 fentanyl and analogs of fentanyl. People can and have died from
30 these substances, even in very small doses. It is extremely
31 dangerous and deadly to human life to sell or administer drugs, in
32 any form, when not lawfully authorized to do so. If you do so in

1 the future and a person dies as a result of that action, and you knew
2 or should have known that the substance you provided contained
3 fentanyl or a fentanyl analog, you may be charged with homicide,
4 up to and including the crime of murder, within the meaning of
5 Section 187 of the Penal Code. In addition, this conviction will be
6 considered by a judge or jury as to whether you knew or should
7 have known that the substance you provided to the decedent
8 contained fentanyl or a fentanyl analog.”

9 The court shall additionally read the advisory statement in a case
10 in which the person exchanged a controlled substance containing
11 fentanyl or its analogs for anything else of value, except when the
12 controlled substance containing fentanyl or its analogs is exchanged
13 for a controlled substance or alcohol.

14 (c) The advisory statement shall be included in a plea form, if
15 used, or the fact that the advisory was given shall be specified on
16 the record.

17 (d) The fact that the advisory was given shall be recorded in the
18 abstract of the conviction.

19 (e) This advisement may not be used as evidence in the
20 prosecution of a minor in juvenile court.

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: First Amendment to the Fiscal Year 2023/2024 Law Enforcement Services Agreement with the County of Orange

RECOMMENDATION: That the City Council approve the First Amendment to the fiscal year 2023/2024 Law Enforcement Services Agreement with the County of Orange and authorize the Mayor to execute the Agreement.

SUMMARY:

At the June 27, 2023, City Council meeting, the City Council approved the fiscal year 2023/2024 Law Enforcement Services Agreement (Agreement) to provide public safety and general law enforcement within the City including patrol services, traffic and parking enforcement, and criminal investigations. The Agreement includes regional and shared positions in the Traffic Bureau, Auto Theft Detail, Subpoena Specialist and Court Liaisons, and 26.33 full-time equivalent direct purchase positions for a total cost of \$9,650,384.

At the June 13 and June 20 Budget Workshops, the City Council voted to enhance service levels by adding one Deputy, one Community Services Officer, and by converting one Deputy to a Motor and the Crime Prevention Specialist to an Emergency Management Program Coordinator. The County of Orange has prepared the First Amendment to the Agreement, which is recommended for approval.

BACKGROUND:

The City of Laguna Hills requires the services of personnel equipped to provide public

First Amendment to Law Enforcement Services Agreement

July 11, 2023

Page 2

safety and general law enforcement within the City including patrol services, traffic and parking enforcement and criminal investigations. The Orange County Sheriff-Coroner Department has provided Law Enforcement Services to the City since incorporation. The City Council reviewed proposed service levels and associated costs for law enforcement services for fiscal year 2023/2024 at the March 28, May 23, June 13, and June 20, 2023, Budget Workshops and explored options that provide the most appropriate service level while maintaining cost-effectiveness. The First Amendment to the Agreement incorporates service level enhancements as directed by the City Council at the June 13 and June 20 Budget Workshops. The enhancements include the addition of one full-time Deputy Sheriff (DSII – Patrol) position and one full-time Community Services Officer (CSO) position as well as the conversions of one Crime Prevention Specialist (CPS) to one Emergency Management Program Coordinator and one Deputy Sheriff (Patrol) to one Deputy Sheriff (Motor) for a new total of 28.33 full-time equivalent direct purchase positions. The cost of the above-stated service level enhancements and necessary equipment is \$630,725 for a total Law Enforcement Agreement of \$10,281,109.

FISCAL IMPACT:

The total cost of the Law Enforcement Agreement, including this First Amendment, in the amount of \$10,281,109 is included in the adopted FY 2023/2024 General Fund budget.

ATTACHMENTS:

- Proposed First Amendment to FY 2023/2024 Law Enforcement Services Agreement
- FY2023/2024 First Amendment Cost Detail

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF LAGUNA HILLS
AND THE
COUNTY OF ORANGE**

THIS FIRST AMENDMENT TO AGREEMENT is entered into this Twenty-Eighth day of June 2023, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", to amend, effective July 1, 2023 that certain Agreement between the parties commencing July 1, 2023, hereinafter referred to as the "Agreement".

1. Effective July 1, 2023, Attachment A to the Agreement is amended to add one (1) Deputy Sheriff II – Patrol, one (1) Community Services Officer (CSO), one (1) Class BB Vehicle, one (1) Mobile Data Computer (MDC), one (1) In Car Video, three (3) Body Worn Cameras, convert one (1) Crime Prevention Specialist (CPS) to one (1) Sr. Emergency Management Program Coordinator (Sr. EMPC), and the conversion of one (1) Deputy Sheriff II – Patrol to Motor. Attachment A, as amended and attached hereto is incorporated in the Agreement by this reference.

2. Effective July 1, 2023, PAYMENT Subsection G-2 of the Agreement is amended to read as follows:

"G-2. Unless the level service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2023 through June 30, 2024, shall be \$10,281,109 as set forth in Attachment C.

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IN WITNESS WHEREOF, the parties have executed the FIRST
AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: _____

CITY OF LAGUNA HILLS

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: **Annie Loo** Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County Counsel, ou,
email=annie.loo@coco.ocgov.com, c=US
Date: 2023.06.29 08:34:24 -07'00'
Deputy

DATED: 6/29/23

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Patrol	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	0.33	26.40 hrs./per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	16.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	3.00	each, 80 hrs./ per two wk. pay period
Sr. Emerg. Mgt. Prog. Coord.	Program Coordinator	1.00	80 hrs./ per two wk. pay period
TOTAL		28.33	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.60%
Deputy Sheriff II	Traffic	4.00	8.60%
Investigative Assistant	Traffic	2.00	8.60%
Office Specialist	Traffic	1.00	8.60%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	8.12%
Investigator	Auto Theft	2.00	8.12%
Investigative Assistant	Auto Theft	1.00	8.12%
Office Specialist	Auto Theft	1.00	8.12%
DET:			
Sergeant	DET	1.00	5.61%
Investigator	DET	1.00	5.61%
COURTS:			
Investigative Assistant	Courts	2.00	10.89%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	7.55%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 433,756	\$ 433,756
SUPERVISION:				
Sergeant	Patrol	1.00	\$ 359,633	\$ 359,633
Sergeant	Patrol	0.33	\$ 359,633	\$ 118,678
Sergeant	Administrative	1.00	\$ 359,633	\$ 359,633
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 355,121	\$ 710,242
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	16.00	\$ 299,297	\$ 4,788,752
Deputy Sheriff II -Motor	Traffic	2.00	\$ 304,160	\$ 608,320
ADDITIONAL SERVICES:				
Deputy Sheriff II	School Resource Officer	1.00	\$ 299,297	\$ 299,297
Community Services Officer	Parking Control	3.00	\$ 144,284	\$ 432,852
Sr. Emergency Mgt. Prog Coord.	Program Coordinator	1.00	\$ 193,123	\$ 193,123
TOTAL POSITIONS		28.33		\$ 8,304,286

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.60%	\$ 23,974
Deputy Sheriff II	Traffic	4.00	8.60%	\$ 125,964
Investigative Assistant	Traffic	2.00	8.60%	\$ 27,043
Office Specialist	Traffic	1.00	8.60%	\$ 10,529
AUTO THEFT:				
Sergeant	Auto Theft	0.30	8.12%	\$ 11,299
Investigator	Auto Theft	2.00	8.12%	\$ 55,706
Investigative Assistant	Auto Theft	1.00	8.12%	\$ 12,865
Office Specialist	Auto Theft	1.00	8.12%	\$ 9,693
DET:				
Sergeant	DET	1.00	5.61%	\$ 23,533
Investigator	DET	1.00	5.61%	\$ 21,825
COURTS:				
Investigative Assistant	Courts	2.00	10.89%	\$ 32,465
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 30,493
TOTAL REGIONAL/SHARED		16.90		\$ 385,389

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four (4) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) acquisition for one(1) and recurring cost for twenty-one and a third (21.33) units; overtime; patrol training cost allocation; premium pay for bilingual staff, on-call pay, education incentive pay; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,591,434
TOTAL COST OF SERVICES (Subsection G-2)	\$ 10,281,109

CITY OF LAGUNA HILLS

FISCAL YEAR 2023-24

SECOND ESTIMATE - SCENARIO K

June 19, 2023

Convert: One (1) crime Prevention Speacialist to Sr. EMPC position
One (1) DSII Patrol to DSII Motor

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)

Add: One (1) DSII Patrol
One (1) Community services Officer (CSO)
One (1) Class BB CSO Vehicle
One (1) MDC, One (1) ICV, Three (3) BWC

			SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
1	Captain		201,059	0	182,992	0	6,750	0	9,240	25,430	4,525	3,760	0	0	433,756
1	Administrative Sergeant		151,382	0	141,490	13,984	6,750	0	9,240	29,170	4,525	3,092	0	0	359,633
1.33	Patrol Sergeant		201,338	0	188,181	18,599	8,978	0	12,289	38,796	6,018	4,112	0	0	478,311
2	Investigator		267,156	0	253,930	23,536	13,500	0	18,480	119,154	9,050	5,436	0	0	710,242
16	DS II Patrol		1,952,544	0	1,853,376	119,872	108,000	0	147,840	495,968	72,400	38,752	0	0	4,788,752
2	DS II Motorcycle		250,068	0	235,286	14,984	13,500	0	18,480	61,996	9,050	4,956	0	0	608,320
1	DS II - School Resource Officer		122,034	0	115,836	7,492	6,750	0	9,240	30,998	4,525	2,422	0	0	299,297
24.33	Subtotal Safety		\$3,145,581	\$0	\$2,971,091	\$198,467	\$164,228	\$0	\$224,809	\$801,512	\$110,093	\$62,530	\$0	\$0	\$7,678,311
3	Community Services Officer		172,224	0	121,926	0	20,250	0	27,720	87,510	0	3,222	0	0	432,852
	Crime Prevention Specialist		0	0	0	0	0	0	0	0	0	0	0	0	0
1	Sr. Emergency Management Prog. Coordinator		112,299	0	60,729	0	6,750	0	9,240	2,005	0	2,100	0	0	193,123
4	Subtotal Professional		\$284,523	\$0	\$182,655	\$0	\$27,000	\$0	\$36,960	\$89,515	\$0	\$5,322	\$0	\$0	\$625,975
28.33	TOTAL STAFF		\$3,430,104	\$0	\$3,153,746	\$198,467	\$191,228	\$0	\$261,769	\$891,027	\$110,093	\$67,852	\$0	\$0	\$8,304,286
	REGIONAL / SHARED STAFF														
0.6	Traffic - Sergeant	8.60%	10,727	1,146	8,959	721	407	258	477	810	233	236	0	0	23,974
4	Traffic - Deputy Sheriff II	8.60%	49,149	8,119	44,059	2,576	2,712	8,095	3,177	5,402	1,556	1,119	0	0	125,964
2	Traffic - Investigative Assistant	8.60%	12,019	0	9,852	0	1,334	0	1,589	2,024	0	225	0	0	27,043
1	Traffic - Office Specialist	8.60%	4,849	34	3,082	0	667	0	794	1,012	0	91	0	0	10,529
0.3	Auto Theft - Sergeant	8.12%	5,067	541	4,232	341	168	122	225	382	110	111	0	0	11,299
2	Auto Theft - Investigator	8.12%	22,948	2,442	21,179	1,911	1,117	815	1,501	2,548	735	510	0	0	55,706
1	Auto Theft - Investigative Assistant	8.12%	5,601	229	4,674	0	548	0	750	954	0	109	0	0	12,865
1	Auto Theft - Office Specialist	8.12%	4,470	0	2,887	0	548	0	750	954	0	84	0	0	9,693
1	DET Sergeant	5.61%	8,738	1,841	8,122	784	343	0	518	2,726	254	207	0	0	23,533
1	DET Investigator	5.61%	7,812	1,978	7,344	660	343	0	518	2,726	254	190	0	0	21,825
2	Courts - Investigative Assistant	10.89%	15,192	483	12,578	0	1,470	0	2,012	437	0	293	0	0	32,465
1	Motorcycle Sergeant + MDC	7.55%	12,003	820	11,179	1,055	735	1,299	697	1,186	342	276	901	0	30,493
16.90	Subtotal		\$158,575	\$17,633	\$138,147	\$8,048	\$10,392	\$10,589	\$13,008	\$21,161	\$3,484	\$3,451	\$901	\$0	\$385,389

CITY OF LAGUNA HILLS

FISCAL YEAR 2023-24

SECOND ESTIMATE - SCENARIO K

June 19, 2023

Convert: One (1) crime Prevention Speacialist to Sr. EMPC position
One (1) DSII Patrol to DSII Motor

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)

Add: One (1) DSII Patrol
One (1) Community services Officer (CSO)
One (1) Class BB CSO Vehicle
One (1) MDC, One (1) ICV, Three (3) BWC

		SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
	Overtime		623,741	45,534							11,664			680,939
	Estimate: Vacancy Credit											(301,003)		(301,003)
	Annual Leave (Pay Downs & Termination Pay)											118,229		118,229
	AB109 (2011 Public Safety Realignment)												(6,016)	(6,016)
	Body Worn Cameras (BWC) and In Car Video (ICV) Costs											189,937		189,937
	Class BB CSO Vehicle											51,097		51,097
	Contract Administration											29,042		29,042
	Data Line					5,766								5,766
	E-Citation Acquisition													0
4	E-Citation											8,885		8,885
	Enhanced Helicopter Response Services						23,144							23,144
	Facility Lease					52,298								52,298
	Holiday Pay: Comp & Straight Time											118,769		118,769
	Integrated Law & Justice Agency of Orange County											3,099		3,099
1	Mobile Data Computers (MDC) - Acquisition											8,067		8,067
21.33	Mobile Data Computers (MDC) - Recurring Costs											72,854		72,854
	Motorcycle Cost (BMW Road Version)													0
	Patrol Training Cost Allocation (FTB)									115,716				115,716
	Premium Pay											109,643		109,643
	Retirement Rate Discount (Expenses for Interest and Issuance)													0
	Retirement Rate Discount (Gross)													0
	Revenue/False Alarms												(13,527)	(13,527)
	Revenue/Training Reimbursement													0
	Revenue/Restitution Reimbursement												(1,524)	(1,524)
	Services & Supplies					50,431								50,431
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.						275,588							275,588
	Subtotal	\$0	\$623,741	\$45,534	\$0	\$108,495	\$298,732	\$0	\$0	\$115,716	\$11,664	\$408,619	(\$21,067)	\$1,591,434
	FY 2023-24 - SECOND ESTIMATE - SCENARIO K	\$3,588,679	\$641,374	\$3,337,427	\$206,515	\$310,115	\$309,321	\$274,777	\$912,188	\$229,293	\$82,967	\$409,520	(\$21,067)	\$10,281,109
	FY 2022-23 - FINAL CONTRACT TOTAL	\$3,382,650	\$650,274	\$3,213,803	\$221,740	\$265,394	\$286,325	\$230,293	\$804,849	\$221,062	\$85,093	\$395,422	(\$14,403)	\$9,742,502
		6.09%	-1.37%	3.85%	-6.87%	16.85%	8.03%	19.32%	13.34%	3.72%	-2.50%	3.57%	46.27%	5.53%
		\$206,029	(\$8,900)	\$123,624	(\$15,225)	\$44,721	\$22,996	\$44,484	\$107,339	\$8,231	(\$2,126)	\$14,098	(\$6,664)	\$538,607



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Mayor and Council Members
FROM: Jarad Hildenbrand
City Manager
ISSUE: Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

RECOMMENDATION: That the City Council: 1) Adopt a Resolution entitled: "A RESOLUTION OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2023"; and 2) Authorize the City Manager to execute the Memorandum of Understanding.

SUMMARY:

The current two-year Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA) expired on June 30, 2023. In anticipation of the end of the term of the current MOU, the LHCEA initiated labor negotiations by submitting a proposal to Management in late March. Staff negotiated the salary and benefits, consulted with the City Council, and reached a tentative agreement with the LHCEA negotiators. The LHCEA members ratified the tentative agreement on June 29, 2023. The tentative agreement is incorporated into the attached two-year MOU, which has an effective date of July 1, 2023. The estimated cost of the agreement in FY 2023/2024 and FY 2024/2025 is \$67,004 and \$69,014, respectively. Staff recommends approval of the attached proposed Resolution and two-year MOU. The proposed MOU is effective July 1, 2023, and expires on June 30, 2025.

MOU Between the City of Laguna Hills and the LHCEA

July 11, 2023

Page 2

BACKGROUND:

On March 28, 2023, the LHCEA initiated labor negotiations and submitted a proposal to the City Manager. Subsequently, on April 11, 2023, the LHCEA proposal and recommended counter-proposal were presented to the City Council in Closed Session. After multiple counter-proposals from the City and LHCEA, a final proposal was agreed upon and presented to the City Council in Closed Session on June 13, 2023. The following tentative agreement was reached between the City and the LHCEA:

1. The City agrees to a two-year term for the MOU beginning on July 1, 2023, and expiring on June 30, 2025.
2. The City agrees to increase salary ranges by a 3% cost of living adjustment effective the first pay period that includes July 1, 2023, and a 3% cost of living adjustment effective the first pay period that includes July 1, 2024.
3. The City agrees to conduct an in-house market study for compensation in March 2025 prior to the MOU expiration. The City shall utilize the same comparator agencies as in the 2023 market study.
4. The City agrees to add Martin Luther King Jr. Day as an observed holiday.
5. The City agrees to provide paid leave time off for workdays during the holiday closure between December 26 and December 31 for both years of the agreement.
6. The City agrees to maintain health insurance in accordance with the terms of the current MOU.
7. The City agrees to pay \$500 per month to employees who opt out of the City's medical insurance program.
8. The City agrees to permit employees to donate accrued leave to assist employees suffering from a major illness or injury who have exhausted their leave banks.
9. The City agrees to allow employees up to 3 months to use bereavement leave in accordance with the California Family Rights Act
10. The City agrees to explore improved dental and vision plans with a January 1, 2024, effective date. Any changes to dental and vision plans must be made by mutual agreement.
11. The part-time Code Enforcement Officer shall be converted to a full-time classification.

MOU Between the City of Laguna Hills and the LHCEA

July 11, 2023

Page 3

12. The City and the LHCEA agree to add the following classifications: Receptionist, Public Works Inspector, and Finance Manager.

The City's offer was ultimately accepted by the LHCEA negotiating team and ratified by its members on June 29, 2023. The terms of the tentative agreement have been incorporated in the attached MOU. Consequently, staff recommends the City Council adopt the attached proposed Resolution and MOU.

FISCAL IMPACT:

The estimated cost of the two-year agreement is \$203,023 and is included within the adopted 2023-2025 Biennial Budget.

	Estimated Cost for Year 1	Estimated Cost for Year 2
3% COLA: July 1, 2023	\$67,004	\$67,004
3% COLA: July 1, 2024	-	\$69,014
Total	\$67,004	\$136,019

ATTACHMENTS:

- Proposed Resolution Adopting MOU
- Exhibit A - MOU Between the City of Laguna Hills and the LHCEA

RESOLUTION NO. 2023-07-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2023

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

WHEREAS, the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA") have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and the City Council Resolution No. 2012-02-14-3; and

WHEREAS, the City and the LHCEA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of July 1, 2023, through June 30, 2025; and

WHEREAS, a previous Memorandum of Understanding ("MOU") between the City of Laguna Hills and the LHCEA was approved and adopted by the City Council on July 13, 2021, which was effective between July 1, 2021, and June 30, 2023.

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

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

SECTION 2. The Memorandum of Understanding, attached hereto as Exhibit A, between the City and LHCEA is hereby approved and adopted and made effective July 1, 2023. All previous resolutions pertaining to the Memorandum of Understanding between the City and LHCEA are hereby superseded effective July 1, 2023.

PASSED, APPROVED AND ADOPTED this 11th day of July 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

Attachment: Proposed Resolution Adopting MOU (3230 : MOU Between the City of Laguna Hills and the LHCEA)

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. 2023-07-11-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 11th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Attachment: Proposed Resolution Adopting MOU (3230 : MOU Between the City of Laguna Hills and the LHCEA)

Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association

I. This Memorandum of Understanding "MOU") shall be effective July 1, 2023 and shall remain in effect until June 30, 2025.

II. Recognition

A. The City of Laguna Hills recognizes the Laguna Hills City Employees Association ("LHCEA" or the "Association") as the exclusive bargaining representative for all regular full-time employees as those positions are defined in the Employer-Employee Relations Resolution adopted by the City. The terms of this MOU will only apply to those employees who are part of LHCEA.

III. Types of Employees

A. Full Time: 40 hrs/wk (80/2 wks)

B. Temporary: Of limited duration, not to exceed 12 months. With the exception of an absence due to disability, no work currently being performed by bargaining unit employees may be performed by temporary employees. Such employees are at-will.

IV. Salary and Pay

A. The Salary Schedule for those positions in the bargaining unit as of the time of the signing of this MOU is as follows:

Full-time Positions	Monthly Range	
Accountant	6,841.77	8,316.22
Accounting Specialist	5,748.84	6,989.62
Administrative Assistant I	5,576.71	6,777.97
Administrative Assistant II	5,855.42	7,117.30
Assistant City Clerk	7,160.51	8,703.63
Associate Engineer	8,809.57	10,708.09
Assistant Engineer	7,359.07	8,945.00
Assistant City Engineer	11,721.86	14,247.99
Assistant Planner	6,373.17	7,746.63
Code Enforcement Officer	6,074.01	7,383.00
Community Services Manager	9,656.06	11,737.00
Deputy City Clerk	6,423.66	7,808.00
Finance Manager	10,837.87	13,173.50
Information Technology Administrator	7,972.80	9,692.02
Management Analyst I	6,633.32	8,062.84

Management Analyst II	7,296.82	8,869.33
Parks Supervisor	8,074.38	9,814.44
Permit Technician I	4,789.41	5,821.56
Permit Technician II	5,284.99	6,424.53
Public Works Inspector	6,301.11	7,659.04
Public Works Supervisor	8,074.38	9,814.44
Receptionist	4,537.22	5,515.02
Records Management Coordinator	5,873.51	7,138.67
Recreation Coordinator	5,519.19	6,709.80
Senior Management Analyst	8,410.28	10,222.75
Senior Permit Technician	5,798.08	7,047.74
Senior Planner	8,625.52	10,484.37

B. Salary Increases

Effective the first pay period that includes July 1, 2023, the City agrees to increase salaries by a cost of living adjustment of 3%. Effective the first pay period that includes July 1, 2024, the City agrees to further increase salary ranges by a cost of living adjustment of 3%.

The City agrees to conduct an in-house market study for compensation in March 2025, prior to the MOU expiration. The City will use the same comparator agencies that were surveyed in the 2023 compensation study.

C. Working Out of Class Pay

This section defines when an employee will receive compensation for performing duties in a higher position and classification on an interim or temporary basis.

Employees working out of class as defined herein will be paid an additional 5% of their current classification base salary or first step of the higher classification, whichever is higher. Compensation for working out of classification is provided as monetary recognition to an employee for assuming and performing the duties normally performed by an employee in a higher classification. Working out of one's position classification must be for an extended period of time wherein a need exists to fulfill the duties and responsibilities of the vacant position. Such an appointment must be approved in advance, in writing, by the City Manager. An extended period of time is generally considered five or more working days.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's hire date and anniversary date will remain unchanged throughout the temporary assignment.

If an employee separates from service while on an acting assignment, the employee's regular salary rate, not acting pay, will be used as the basis for any vacation payout.

D. Overtime / Compensatory Time

Full-time , non-management employees assigned duties beyond 40 hours for a regular work week will be compensated for overtime in one of two ways:

1. One and one-half payment of the employee's regular rate of pay for each hour worked over 40 in a work week, or
2. One and one-half hours of compensatory time off for each hour worked over 40 in a work week.

E. Maximum Hours of Compensatory Time

Unless authorized by the City Manager or designee, employees may not accrue more than 120 hours of compensatory time. After an employee has accrued 120 hours of compensatory time, all subsequent overtime hours worked will be compensated for in cash. The General Government Department will provide a notice when a compensatory balance exceeds 90 hours.

F. Using Compensatory Time

Accrued compensatory time must be used prior to accessing accrued vacation time. When using compensatory time, employees must obtain prior approval from their supervisor.

G. Compensatory Time at Termination

Any compensatory time balance will be paid at the employee's most recent non-exempt rate of pay to the employee upon termination, retirement, or change of status from non-exempt to exempt.

V. Hours and Work Week

A. Hours

1. The Laguna Hills' City Hall operates on a defined 9/80 schedule from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m. on alternating Fridays.
2. Some full-time non-management employees work a 40-hour work week; however, the City reserves the right to adjust work hours to meet changing needs and requirements.
3. Some full-time non-management employees work a 9/80 schedule which consists of working eight nine-hour days and one eight-hour day during a two-week period for a total of eighty hours.

B. Work Week

The workweek is a fixed and recurring period of 168 hours, or seven consecutive 24-hour periods. The workweek begins and ends on either mid-shift Mondays or mid-shift Fridays depending on whether an employee takes every other Friday off or every other Monday off. The workweeks are structured on an individual or group work basis so that 40 hours of work regularly occurs during the fixed and regularly reoccurring period of 168 hours. The specific workweek for

each employee is fixed by the City Manager or designee and is maintained by the Finance Department.

C. Lunch Periods and Breaks

A department's Supervisor will coordinate daily lunches and breaks. Lunch breaks are unpaid. Lunches and breaks are provided as follows:

1. Full-Time, Non-Management Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

9 hour days for employees on a 9/80 work schedule: 1 hour lunch, two 15-minute breaks

2. Part-Time Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

6-7 hour day: 1/2 hour lunch, two 15-minute breaks

4-5 hour day: one 15-minute break

4 hours: no break

VI. Recruitment

The City Manager or designee will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. All hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All City appointments and promotions shall be based on merit and fitness, and will be determined by a competitive examination.

A. Closed-Promotional Recruitment

The City Manager or designee will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment. Promotions must be recommended by the Department Head and approved by the City Manager. Even if one qualified candidate within the City exists, the City Manager or designee will not be required to promote that individual and may use her discretion to go outside and conduct an open recruitment.

B. Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the City Manager or designee will seek outside candidates through open recruitment. Job announcements will be distributed to City employees and locally advertised in appropriate publications.

No applications for a position will be accepted after the published closing date. If there are no sufficiently qualified candidates at the closing date, the position may be reopened and re-advertised.

VII. Probation

A. The probation period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During this period, the probationary employee will have no rights of tenure, and may be terminated with or without cause either during or at the end of the probation period.

B. Duration

1. All newly-hired, full-time, non-management employees are subject to a one-year probation period. A Department Director must specifically affirm that an employee has passed probation before he or she will have actually passed probation.

2. Employees reclassified to a position where they have assumed new duties and responsibilities shall be subject to a six-month probation period.

C. Extensions

1. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The employee will be notified in writing of such an extension.

D. Promotional Probation Period

1. All promoted employees are subject to a six-month probation period. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The six-month probation period for promoted, full-time non-management employees will begin on the first day of the promotion or reclassification.

3. Prior to the end of this period, the Department Head may recommend that the employee return to the former position, range, and salary if the employee's performance and conduct does not meet the standards required for the new position or classification.

E. Action at the End of Probationary Period

Prior to the end of an employee's probationary period, the City Manager, or designee, shall take one of the following actions:

1. Affirm, in writing, the satisfactory performance and conduct of the employee and designate the employee for regular, full-time employment status.

2. Extend the employee's probationary period.

3. Return the employee to their former class and pay step before promotional probation. If no position is available in the same class and pay step, employee shall be placed in the next highest paid position. If regular, full-time status was not previously attained, the probation period must be completed.

4. Terminate the employee if the employee was newly hired for failing to pass probation.

VIII. Layoff

A. The City Manager may separate any employee from employment, eliminate a class of positions, or freeze vacant positions, because of financial necessity, reduction of work, or abandonment of activities. However, no regular, full-time employee shall be separated from any department while there are emergency, seasonal, probationary, or temporary employees serving in the same class of positions in the City.

If the City Manager eliminates a position, the employee holding such position may be laid off or demoted without disciplinary action and without the right of appeal.

B. Layoff Procedures

The procedure to reduce the work force shall be as follows:

1. 30-Day Notice to the Association and 14 days' notice to affected employees.

Employees separated from the City through a reduction in force shall be given a 14-day advance notice of the separation explaining the reason for the separation.

2. Returning City Property

Prior to separation, keys, City identification cards, computer pass-words, security codes, and other City-owned property shall be given or returned to the Deputy City Manager.

3. Compensation

When all City property has been returned, the employee shall receive a two-week severance pay based on his/her current pay scale. Additionally, the employee will receive compensation for his/her accrued vacation and sick leave, in accordance with current City policies.

Vacation and sick leave will be compensated in the following manner:

All accrued unused vacation leave shall be paid to the separated employee at his/her current pay scale. The separated employee may also convert unused personal sick leave in excess of 160 hours at a ratio of eight hours of vacation leave for every 24 hours of personal sick leave. If conversion occurs, the employee may increase their compensable vacation leave up to 320 hours.

4. Exit Interview

Prior to separation, the City Manager or designee may schedule an exit interview with the employee. Employees are encouraged to use the exit interview process.

C. Reemployment List

The names of regular employees who have been laid-off due to a reduction in the work force shall be placed on an appropriate layoff reemployment list according to the date and the order separated from City service. A reemployment list shall be established by placing the last employee laid-off on the top of the list as the first employee eligible for reemployment. All subsequent laid-off employees will be eligible for reemployment in the same manner.

Each employee on a layoff reemployment list shall remain on that list for six months, and laid-off employees will be considered for reemployment in the same class, or a lower classification within the same classification series, as they were laid-off. The City Manager may extend the active period of reemployment lists or an employee's eligibility if it is in the City's best interest.

D. Order of Layoff

Layoffs will be considered in the following order: temporary, part-time, extended part-time, probationary, and regular employees. Regular employees will be laid off in the inverse order of their seniority in their classification in the department. A layoff out of the inverse order of seniority may be made if, in the City Manager's judgment, retention of special job skills is required.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve months prior to the layoff, as follows:

First, all employees having ratings of "improvement needed"; second, all employees having ratings of "competent"; third, all employees having ratings of "outstanding."

Employees who have been promoted into a higher paying classification within a different department shall have rights of reversion to his/ her previously occupied position if subject to layoff.

IX. Management Rights

The rights of management include but are not limited to:

- A. Determine the mission of its constituent departments and boards;
- B. Set standards of service and hours of operation;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Determine the content of job descriptions;
- E. Direct its employees;
- F. Take disciplinary action;

G. Relieve its employees from duty because of lack of work or for other legitimate reasons;

H. Maintain the efficiency of governmental operations;

I. Determine the methods, means, and personnel by which governmental operations are to be conducted;

J. Take all necessary actions to carry out its mission in emergencies;

K. Exercise control and discretion over its organization and the technology of performing its work.

L. To propose new classifications during the life of this MOU, and to utilize the procedures of this MOU in order to meet and confer on rates of pay and family of jobs for such new classifications, and to establish and determine thereby such new job classifications; and

M. To promulgate, modify and enforce work and safety rules and regulations.

X. Employee Rights

The rights of employees include but are not limited to:

A. The right to work in an environment free from harassment and discrimination based on sex, sexual orientation, race, age, disability, national origin, and religion.

B. The right to not be retaliated against for complaining about harassment or discrimination in the workplace.

C. The right to work in a safe work environment.

D. The right to file grievances in accordance with the procedure set forth in this MOU.

XI. Association Rights

The Association shall have the following rights:

A. Deduction of Dues: Upon receipt of an authorized card, membership dues of LHCEA members shall be deducted by the City from the paycheck of the members.

B. Use of Bulletin Boards: The City will provide the Association access to two bulletin boards for purposes of posting information relevant to the Association and its meetings.

C. Release Time For Meetings: Bargaining unit employees shall be provided with reasonable time off without loss of pay for purposes of meeting and conferring with management over wages, hours and working conditions and notifying its membership of such matters; processing grievances to be limited to meeting with management during the steps of the grievance process as outlined herein; and for representing employees in disciplinary meetings with management. In addition, bargaining unit employee shall be permitted to attend two annual meetings of the Association without loss of pay at a maximum of one hour for each meeting.

XII. Holidays

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

New Year's Day
 Birthday of Martin Luther King, Jr
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Veterans 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 (1) the regularly scheduled work assignment immediately prior to a holiday and (2) the regularly scheduled working assignment immediately after that holiday.

C. Full-time employees shall receive 117 holiday hours as set forth herein and use the remaining time as discretionary holiday leave subject to supervisor approval.

D. In addition to the holidays listed above, the City will observe a Holiday Closure by closing City facilities from December 26th through December 31st. The City shall provide paid leave time off during the Holiday Closure. Full-time employees shall receive 32 hours of personal time off in 2023, and 32 hours of personal time off in 2024, to use during the holiday closure.

E. 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.

F. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

G. On the anniversary of the 20th year of full-time service, employees shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in a twelve-month period after received. Such discretionary holiday leave hours do not have any cash value.

XIII. Leaves

A. Leaves With Pay

Full-time employees accrue vacation and sick leave, discretionary holiday leave hours annually, and may accumulate compensatory overtime hours. In the interest of fairly and consistently accommodating all employees and maintaining adequate coverage for City Hall operations, all requested time off shall be first approved by the employee's immediate Supervisor

and then approved by the Department Head with consideration to employee's preference and City's business needs.

All requests for leave will be considered based upon availability of employee's leave hours, work load, work schedules, and coverage.

The following process is to be followed when requesting time off:

- Employees desiring time off for planned vacation, discretionary holiday leave, compensatory time, or scheduled medical leave shall make such requests to their immediate Supervisor by filling out a Leave Request form as soon as practicable.
- Final approval of time off rests with the Department Head.
- Vacation leave may only be taken in increments of one hour.

1. Vacation

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

Years of Service	Rate
0-3	80 hrs/yr or 6.667 hrs/mo
3-10	120 hrs/yr or 10 hrs/mo
10+	160 hrs/yr or 13.334

b. Vacation Buy Back

Upon separation or retirement from City service, all employees shall be compensated at their current pay scale for their accrued vacation. No employee shall be allowed to carry over more than 320 hours of vacation time from one fiscal year to the next. At the start of the fiscal year, if an employee has more than 320 hours accrued, the City will automatically cash out any hours in excess of 320.

2. Sick Leave

a. All full-time employees shall accrue sick leave at a rate of 8 hours per month.

b. All full-time 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 honorable 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 set forth above can be exceeded to a maximum of 480 hours.

c. When ill or injured, employees are required to notify their Department Head/Supervisor prior to starting the workday but no later than within one hour after the workday begins. When absence is due to a work-related injury, the employee's Department Head/Supervisor must be notified immediately. Medical verifications will be required for insurance purposes.

d. All employees who know they will be absent from work shall receive their Department Head/Supervisor's permission in advance. Employees shall provide at least 30 days' notice for foreseeable leaves such as birth, adoption, or planned medical treatment.

e. If an employee's accrued sick leave hours have been exhausted, additional sick time will be either unpaid leave time or deducted from available vacation hours. Use of sick leave hours is a privilege and not to be abused. Under such conditions, the City Manager may choose to identify the time off as an unpaid leave or as vacation time to be paid out of the employee's available vacation hours.

f. Care for Ill Family Member. Employees may use half of their accrued sick leave for the care of an ill child, parent, spouse, grandparent, grand-child, sibling, or registered domestic partner. "Child" includes a biological, foster, or adopted child; a child of the employee's domestic partner; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a step-parent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave.

3. School Activity Leave

Employees are entitled to take up to 40 hours of accrued leave annually to attend school related activities for their children. Such time off must be pre-approved by a supervisor and a supervisor may require proof of attendance.

4. Bereavement Leave

All full-time employees shall receive five (5) days, for a maximum of 40 total hours, bereavement leave for absence necessitated by the death of immediate family members. This leave may be used up to three months after the death of the immediate family member. 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 Deputy City Manager, the employee shall furnish satisfactory evidence of such death.

5. Court Leave

Although the City is not required to grant employees paid leaves of absence for jury duty pursuant to California Government Code Section 1230, the City has elected to grant full-time employees up to ten (10) working days of service with full pay while performing jury duty services. If an employee is required to serve more than ten working days, then the City Manager may grant an extension of time off with or without pay.

a. If summoned to jury duty, employees should immediately notify their Department Head/Supervisor.

b. Compensation received from jury duty will be deducted from the employee's paycheck; travel, parking, and meal allowances granted by the court may be retained by the employee.

6. Military Leave

a. A full-time employee who is released from active duty with the United States armed forces will be entitled to reinstatement to their former position or one with similar compensation and duties with no loss of seniority rights and full reimbursement for up to 80 hours per fiscal year. However, military leave beyond 80 hours per year shall be without pay, unless the employee chooses to use vacation time while on leave.

b. Prior to use of any military leave, an official copy of military orders must be submitted to the General Government Department.

7. Catastrophic Leave (See City's Administrative Orders for details). Program will allow employees to donate sick time to individuals who qualify.

8. Administrative Leave with Pay Pending Investigation into Possible Misconduct.

The City, in its discretion, may place an employee on administrative leave with pay pending an investigation into possible misconduct by the employee.

B. Leaves Without Pay

1. Family Medical Leave Act (FMLA) (See City's Personnel Policies and Procedures)

2. Time off for voting. The City will provide reasonable time off to vote if based on the employee's residence and hours of work, he or she is not able to vote either before or after work.

XIV. Benefits

A. Retirement

The City shall participate in the California Public Employees Retirement System's (Cal PERS). Effective January 1, 2013, the City shall have two tiers of benefits as follows:

1. Tier 1 (Employees hired before January 1, 2013 or individuals hired after January 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and pay all employees' contributions to PERS as deferred income. 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

Extension of Reciprocity Rights for Elective Officers

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement in the six months prior to employment with the City): 2% @ 62 with 3 year Final Compensation.

Tier 1 employees shall pay the full 7% of the employee's normal cost rate of the City's pension program with PERS. Tier 2 employees will pay 50% of the normal cost rate of the City's pension program with PERS.

B. Medical Insurance

1. Employees are eligible to receive medical insurance the 1st of the month following the date of hire by the City.

Effective July 1, 2023, the City will contribute the following towards employees' health insurance premium:

Employee Only	\$936.98
Employee + One	\$1,866.24
Employee + Family	\$2,422.55

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

The City shall provide a medical insurance rebate program for full-time employees who are eligible for the City medical insurance program, and who are currently enrolled under an outside non-City sponsored medical insurance program through a spouse or other source. Any full-time employee who demonstrates proof of insurance from such other source and who makes a request to opt-out of the City's insurance program will receive five hundred dollars (\$500.00) per month in lieu of City-sponsored medical insurance

2. Employees are responsible for notifying the General Government Department of changes in personal information including marital status, number or age of dependents, name, address, etc.

3. Medical insurance is subject to an open enrollment generally in October of each year.

4. Upon separation or dismissal, the employee should contact the General Government Department to make the necessary changes concerning insurance coverage.

5. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees may continue health care coverage for themselves and their dependents under the City's group medical insurance program for a period not to exceed 18 months. The employee must pay the full insurance premium to receive coverage. Any dependent who loses coverage due to the death of the employee, divorce or legal separation from the employee, loss of dependent child status, or loss of Medicare eligibility, has the option to continue coverage for 36 months at the dependent's sole expense.

C. Dental

The City will provide and pay the full cost of a dental insurance plan for full-time employees and their dependents. The City will explore an improved dental plan with a January 1, 2024 effective date. Any changes must be made by mutual agreement.

D. Vision

The City will provide and pay for the full cost of a vision insurance plan for full-time employees and their dependents. The City will explore an improved vision plan with a January 1, 2024 effective date. Any changes must be made by mutual agreement.

E. Life Insurance

1. The City will provide and pay life insurance for full-time employees based on 150% of their base annual salary up to a maximum \$250,000.

2. Coverage is subject to the terms and conditions of the insurance policy given to employees at the time of employment.

F. Deferred Compensation

The City shall make available to all full-time employees a Section 457 Deferred Compensation Plan. This is a voluntary program and is funded at the sole cost of each participating employee.

G. Supplemental Retirement Program

The City shall provide a supplemental retirement program as set forth in Resolution No. 99-05-04-1.

H. Retiree Health Savings

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

I. Mileage Reimbursement

All employees not receiving an automobile allowance shall be compensated at the prevailing IRS rate.

J. Disability Insurance

The City will provide and pay for a short and long-term disability plan for all full-time employees.

1. The City provides disability insurance for full-time employees, and includes a short-term disability insurance policy that pays 60% of employees' weekly earnings to a maximum of \$1,000 per week, less any other income benefits. Benefits begin after a 14-day elimination period and may continue for 24 weeks.

2. Employees may use their time available from vacation, discretionary holiday leave and sick time to receive compensation during the 14-day elimination period.

3. Long-term disability pays 60% of the full-time employee's basic monthly earnings to a maximum of \$10,000 per month, less any other income benefits. Benefits begin after a 180-day elimination period.

4. Employees must provide a doctor's release prior to returning to work, and the City will pay the employee's insurance premiums during the six-month short-term disability period.

XV. Grievance Procedure

A. An employee may file a grievance regarding management's interpretation or application of any provisions of this MOU.

B. Disciplinary matters involving suspensions of five or more days and terminations (which are subject to the appeal procedure) in addition to matters involving harassment, discrimination, retaliation or safety violations are exempted from this process.

The following procedure shall be used:

1. If an employee has a conflict with his/her immediate Supervisor, and the employee believes further action is necessary to solve the problem, then the employee shall contact his/her immediate Supervisor to discuss the problem. If this discussion settles the matter, no further action is necessary. However, if the employee feels the meeting does not resolve the problem, then the employee shall contact the Department Head and the Deputy City Manager for a continuation of an information discussion.

2. If no satisfactory solution is reached, the employee has ten working days to begin the written proceedings.

3. The employee shall write a formal statement of grievance detailing the subject of the dispute and provide two copies to his/her immediate Supervisor. (One copy for the Deputy City Manager and the other for the employee's Department Head)

4. Within ten working days of receiving the written statement of grievance, the immediate Supervisor shall respond to the employee in writing.

5. If no response is received, or the response is unsatisfactory, the employee may:

a. Request a reply from the Deputy City Manager within 20 working days of filing the original statement of grievance.

b. The Deputy City Manager shall reply in writing within ten working days of receiving the employee's request for reply.

6. If no reply is received, or the reply is unsatisfactory, the employee may:

a. Send a copy of the original written grievance to the City Manager within 40 working days of filing the original statement of grievance.

b. The City Manager will reply with a written decision within 30 calendar days of receiving a copy of the original statement of grievance. The City Manager's decision is final and not appealable.

C. Important Details

1. When filing a formal grievance, staying within the time limits is extremely important. A grievance will be forfeited if timelines are not adhered. Time limits may be extended by mutual agreement of the parties at any step of the process.

2. Be concise and factual. Cite dates and times verbally and in writing. In the written response, the employee should clearly state the specific problem being appealed, any actions to be taken, and the reasons for the actions.

3. Employees may request another person's assistance to write or present their response and explanation at any time.

XVI. Appeals Procedure for Suspensions of Five Days or More, Demotions, and Terminations

A. Management will not impose a suspension of five or more days, demote, or terminate a non-probationary full-time employee without just cause. A written notice of such proposed action shall be served on the employee personally, or by certified mail, at least fourteen calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);

2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of all material on which the proposed action is based;
4. a statement of the employee's right to respond –either orally or in writing – prior to the effective date of such proposed action;
5. a statement of the employee's right to representation; and
6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, demotion or discharge, an employee will be given an opportunity to respond – either orally or in writing at the employee's option – to a designated City representative, who has the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee may represent him or herself or may be represented by an Association representative in the disciplinary process.

D. An employee shall receive written notice either sustaining, modifying, or canceling a proposed action on or prior to the effective date of such action.

E. Upon receipt of a notice of intent to impose disciplinary action, an employee may, within fourteen calendar days of receipt of such notice, submit a request to the supervisor / manager proposing discipline for a meeting to address the charges in the notice. A meeting will be scheduled at which the employee and/or his representative can make a presentation regarding why discipline should not be imposed or reduced. Within 14 calendar days of such meeting, the supervisor/ manager initially proposing discipline will render a decision regarding the matter.

F. If the employee does not agree with the decision and wishes to further appeal the decision, he or she may file an appeal with the City Manager or his designee within fourteen calendar days of receipt of the decision from the supervisor/ manager. An appeal to the City Manager or his designee consists of a full trial-type evidentiary hearing where the employee may present witnesses and written evidence as well as have the opportunity to cross-examine witnesses and make opening and closing arguments (either in writing or orally). An employee may represent him or herself or may be represented by an Association representative. Such hearings are closed to the public but may be tape recorded or recorded through a court reporter. At the conclusion of the hearing, if a designated hearing officer is used, he or she will render a recommendation to the City Manager within the 30 days after the matter is submitted. The City Manager will consider the recommendation and either uphold or modify the recommendation. The City Manager's decision will be the final step in the appeal process.

XVII. Severability

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the City Council that all other provisions not declared invalid shall remain in full force and effect.

XVIII. No Strike

During the life of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association – nor shall any lockouts be caused by the City. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this section and the Association fails to make all reasonable efforts to halt the work interruption, the Association and the employees involved shall be deemed in violation of this section. The City shall be entitled to seek all remedies available to it under the applicable law.

XIX. City's Policies and Procedures

All rules of conduct set forth in the City's Policies and Procedures (as modified from time to time) pertaining to such matters as harassment, drug and alcohol testing, dress code, workplace violence, FMLA, pregnancy disability leave, court leave and other policies applicable to all employees of the City shall continue to apply to bargaining unit employees unless otherwise made expressly inapplicable to bargaining unit employees.

XX. Association Accessibility to Employees

The City and Association have met and conferred and reached agreement regarding the implementation of Assembly Bill 119.

XXI. Annual Labor / Management Committee Meetings

The City and Association agree to implement annual labor / management committee meetings. The Association may request additional meetings if needed.

JARAD HILDENBRAND
CITY MANAGER

SAL QUINONES
LHCEA PRESIDENT

JENNIFER LEE
CITY CLERK

RYAN HANLEY
LHCEA VICE PRESIDENT

ERIC HENDRICKSON
FINANCE DIRECTOR

BRAD CARRINGTON
LHCEA SECRETARY

Date

Date



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Proposed Consulting Services Agreement with Mercy House Living Centers to Provide Continued Homeless Outreach Services Within the City of Laguna Hills

RECOMMENDATION: That the City Council approve the proposed Consulting Services Agreement with Mercy House Living Centers to provide continued, uninterrupted homeless outreach services for the next two fiscal years in the total, not to exceed, contract amount of \$123,215 and authorize the Mayor to execute the Agreement.

SUMMARY:

Mercy House Living Centers (Mercy House), a non-profit public benefit corporation, has provided the City of Laguna Hills with homeless outreach services since September 2019 at twenty (20) hours per week. The City's current consulting services agreement with Mercy House was approved by the City Council on June 28, 2022, and is set to expire on June 30, 2023, by operation of its own terms. The City has received a proposal from Mercy House to continue to provide homeless outreach services. City staff is recommending a new two-year agreement commencing on July 1, 2023. City staff recommends the continuation of Mercy House's services for the next two fiscal years because their outreach services assist City staff and OC Sheriff personnel in addressing homeless issues at the Community Center and within the City. To continue with two years of homeless outreach services, the City Council will need to approve the attached Proposed Consulting Services Agreement (Agreement) with Mercy House. Four (4) cities (i.e. Laguna Niguel, Lake Forest, Mission Viejo, and Rancho Santa Margarita) in the south

Consulting Services Agreement Mercy House Living Centers

July 11, 2023

Page 2

Service Planning Area (SPA) will be continuing services with Mercy House into the next fiscal year.

BACKGROUND:

On June 28, 2022, the City Council approved a consulting services agreement with Mercy House to provide homeless outreach services in Laguna Hills, which was made effective on July 1, 2022. The current agreement is set to expire on June 30, 2023, and City staff recommends entering into a new agreement with Mercy House to provide continued, uninterrupted homeless outreach services for the next two fiscal years. The proposed Agreement is attached to this staff report. The following is a summary of Mercy House's outreach accomplishments within the City since July 2022.

- 36 homeless individuals were engaged in street outreach services (2022 Point-In-Time Count estimated 12 unsheltered homeless in the City).
- 146 referrals, services and resources were provided to unsheltered individuals.
- Mercy House helped 8 individuals enter into permanent housing, temporary housing or emergency shelter. The Orange County Continuum of Care (CoC) Goal for Outreach Programs is for at least 10% of street outreach enrollments to lead to a successful outcome. Mercy House's success rate is 22% (8 of the 36 individuals that have exited the program had accepted housing assistance).

Mercy House began operation in 1990 and has successfully provided homeless service programs for 30 years. A new proposal, dated June 6, 2023, was submitted by Mercy House to provide continued, uninterrupted part-time homeless outreach services for two years within the City of Laguna Hills with a start date of July 1, 2023 (see Exhibit A of Attachment A). Mercy House is requesting that the City fund the entire cost of the part-time homeless outreach program at \$59,524 for fiscal year 2023/24 and \$63,691 for fiscal year 2024/25. Mercy House will use the funds to provide for the salaries and benefits of outreach workers, support staff, and client services such as transportation assistance.

The purpose of this program is to conduct outreach and engagement with the goal of placing homeless or unsheltered individuals residing or encountered in Laguna Hills into housing. Outreach workers from Mercy House partner with law enforcement, City staff, and local non-profits to conduct field surveys, provide case management services, and provide rehoming services designed to return homeless individuals to a place of residence when possible. Mercy House staff conduct field visits in conjunction with the

Consulting Services Agreement Mercy House Living Centers

July 11, 2023

Page 3

OC Sheriff's Department for safety purposes and track the number of individuals receiving outreach services and assistance. A detailed list of Mercy House's outreach services scope of work is provided in Exhibit A of the attached proposed Agreement. Mercy House will continue operating in the south SPA and providing similar homeless outreach program to the cities of Laguna Niguel, Lake Forest, Mission Viejo, and Rancho Santa Margarita next fiscal year. City staff is supportive of Mercy House's regional outreach program, which helps the City address the community's outreach services need.

FISCAL IMPACT:

The total not-to-exceed cost to fund part-time outreach homelessness services for the next two fiscal years under the proposed Agreement is \$123,215; \$59,524 for FY 2023/24 and \$63,691 for FY 2024/25. There are currently no anticipated grant funds from the County of Orange to help offset these costs. The City of Laguna Hills' approved biennial budget for fiscal years 2023/24 & 2024/25 accounts for the cost of the proposed Agreement.

ATTACHMENTS:

- Proposed Consulting Services Agreement with Mercy House Living Centers

CONSULTING SERVICES AGREEMENT
Mercy House Living Centers
(Homeless Outreach Services FY 2023-2025)

THIS CONSULTING SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 11th day of July 2023, 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 MERCY HOUSE LIVING CENTERS, a California nonprofit public benefit corporation, with its principal place of business located at P.O. Box 1905, Santa Ana, California 92702 (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 continue to retain the services of a qualified consultant that specializes in providing housing and comprehensive supportive services for a variety of homeless populations by implementing a regional, coordinated approach to implementing homeless outreach services in an effort to end the cycle of homelessness for those who enter their system of care and by providing homeless outreach consulting services to public entities (the “Project”).

B. Consultant has submitted to City a written proposal, dated June 6, 2023, to provide continued, uninterrupted homeless outreach services to City 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, technical expertise, or experience able to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such homeless outreach services 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 and perform homeless outreach

services for the Project as described and as set forth in Consultant's Proposal/Scope of Work, dated June 6, 2023, 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 professionals 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 June 6, 2023 cover letter and proposal/scope of services submitted to the City ("Consultant's Proposal"), which shall all 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 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 payment schedule set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding One Hundred Twenty Three Thousand Two Hundred Fifteen Dollars (\$123,215.00)(hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The Maximum Contract Amount shall not exceed \$59,524 for FY 2023-2024 and \$63,691 for FY 2024-2025. 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 continue in full force and effect for a period of two Fiscal Years (FY 2023/24 – 2024/25, commencing on July 12, 2023, and ending on June 30, 2025, unless extended by mutual written agreement of the Parties.

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: **Larry Haynes, Executive Director**. 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: Mercy House Living Centers
 Attention: Larry Haynes, Executive Director
 P.O. Box 1905
 Santa Ana, California 92702
 Telephone: (714) 836-7188
 Facsimile: (714) 836-7901

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

 JANINE HEFT,
 Mayor

ATTEST:

 (SEAL)
 JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Mercy House Living Centers,
 a California nonprofit public benefit
 corporation

By: 
 LARRY HAYNES, President

By: 
 PATTI LONG, Chief Financial Officer

EXHIBIT “A”**CONSULTANT’S PROPOSAL****DATED: JUNE 6, 2023**

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

MERCY HOUSE

June 6, 2023

Mr. David Reynolds
Deputy City Manager
24035 El Toro Road
Laguna Hills, CA 92653

Dear Mr. Reynolds;

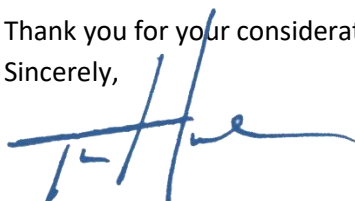
Thank you and the City of Laguna Hills for your ongoing partnership with Mercy House to provide Homeless Outreach Services in the City. Your partnership as part of a regional collaborative effort to address the crisis of homelessness in Orange County's Southern Planning Area has played a vital role in helping the most vulnerable people in our community. Mercy House desires to continue providing outreach services in the City, coordinating with City staff and Police. We write today to respectfully request that the City considers continuing its investment in homeless outreach to sustain the 20 hour/week homeless outreach program committing \$59,524 in FY2023-2024 and \$63,691 in FY2024-2025.

The funding will be used to provide for the salaries and benefits of an outreach worker, client services and transportation assistance. Mercy House's detailed proposal for a homeless outreach program for the City of Laguna Hills is enclosed with this letter.

Mercy House has a 30-year history of executing quality homeless services in Orange County. Through our success and innovative approaches, we have earned a reputation as being an authority on homeless issues. We have been contracted as consultants or key advisors with several cities to provide strategies and solutions to homelessness within their respective jurisdictions and have participated in and helped to create several initiatives and Homeless Task Forces. We differ from other outreach service providers is that while we aim to meet the health and basic needs of the clients we encounter, our goal is simply not to continue to manage their homelessness on the streets. For the benefit of the clients we serve, and to meet the goals of the City through their investment in this program, our attention is focused on providing a pathway to the effective end of homelessness through access to permanent housing opportunities.

With support from the City we hope to help address the growing concern of homelessness in the South Orange County region and reduce the number of homeless individuals and families living in the City of Laguna Hills.

Thank you for your consideration.
Sincerely,



Timothy Huynh
Chief Program Officer

**PROPOSAL FOR HOMELESSNESS SERVICES
FOR THE CITY OF LAGUNA HILLS
(FYs 2023-2025)**

Mercy House will provide the following to the City of Laguna Hills, for homelessness outreach services:

A. Two Mercy House Outreach Workers (totaling 20 hours per week) to work in the City of Laguna Hills and perform the following tasks.

1. Field Outreach Services

Conduct outreach and engagement in coordination with the Sheriff's Department, the County of Orange Health Care Agency, neighboring cities, City staff, and other service providers.

- a) Outreach shall include at least one field visit per week to all areas of the community identified as having unsheltered persons with the goal of making initial contact or following up on active cases. Additional field visits will be conducted as required or as directed by the City to address concerns, situations, and issues with homelessness.
- b) Conduct assessments in the field and develop a "By-Name-List" of each unsheltered person found to be residing within the community.
- c) Develop an accurate field survey of the City's nighttime population and develop strategies for outreach, case management, and service delivery.
- d) Update and report field activities to City on a weekly basis and be available to attend meetings to discuss outreach and engagement efforts as requested.

2. Case Management Services

Provide ongoing case management services to assess the condition of each homeless person, develop a housing plan, and coordinate with our agencies to provide assistance.

- a) Develop a case management plan for each unsheltered homeless person. Mercy House shall create and keep a file for each case and make the information available to the City upon request.
- b) Engage in proactive case management that may include, but is not limited to: housing programs, substance abuse programs, mental health programs, employment programs, rehousing (diversion) services, or other services deemed appropriate.
- c) Coordinate case management services with the County Health Care Agency, emergency shelters, and other nonprofit providers to provide services based on the case management plan for that individual.

3. Reporting and Meetings

- a) Provide monthly activity reports to the City to include: total number of clients served, new engagements, number of referrals made, number of VI-SPDAT assessments, number of clients who are document ready, number of clients connected with housing or shelter, number of clients provided with diversion services. Reports may be modified to include additional information requested by the City of Laguna Hills.
- b) Attend monthly case management meetings with the City.
- c) Attend meetings as requested by City to coordinate program activities with the County of Orange, the Sheriff's Department, Nonprofit Organizations, and neighboring cities.

B. Outreach Programs

1. Client Services and Transportation Assistance

This program allows for outreach workers to address immediate needs and dynamically respond to opportunities that may expedite a client's path to housing: examples of these program expenses may include but are not limited to:

- The cost of a birth certificate
- Taxi service or Other (Uber/Lyft) to transport to time-sensitive appointments
- A short motel stay prior to housing placement
- A long-distance bus ticket, train, or other mode of transportation, to connect a homeless resident with an out-of-town housing or employment opportunity or reunite with family members/friends that have housing available to them.

2. Employment

Offer employment services tailored to work with and assist chronically homeless persons.

C. Office/Desk Space

Mercy House is requesting the City to provide office/desk space for the Outreach Team Member when the Outreach Team Member is actively engaged in the 20 hours of homeless outreach services for the City of Laguna Hills.

SCHEDULE OF PERFORMANCE

The services as described above will be provided during Fiscal Year 2023/2024 and 2023/2025 with an effective date of July 12, 2023, and an end date of June 30, 2025.

PAYMENT SCHEDULE

To fund the estimated twenty (20) hours per week of outreach services for the City of Laguna

Hills, Mercy House is requesting from the City a total not exceed cost of \$59,524 in FY 2023-2024 and \$63,691 in FY2024-2025 as illustrated in the table below. Hours worked per week may be less or more than the estimated 20 hours based on workload. Mercy House will bill the City on a monthly basis. The estimated total monthly payment is provided in Table 1 below.

Table 1: Estimated Monthly payments

	FY 2023 - 2024	FY 2024 - 2025
July	\$ 4,960.33	\$ 5,307.58
August	\$ 4,960.33	\$ 5,307.58
September	\$ 4,960.33	\$ 5,307.58
October	\$ 4,960.33	\$ 5,307.58
November	\$ 4,960.33	\$ 5,307.58
December	\$ 4,960.33	\$ 5,307.58
January	\$ 4,960.33	\$ 5,307.58
February	\$ 4,960.33	\$ 5,307.58
March	\$ 4,960.33	\$ 5,307.58
April	\$ 4,960.33	\$ 5,307.58
May	\$ 4,960.33	\$ 5,307.58
June	\$ 4,960.33	\$ 5,307.58
Total annual not to exceed cost	\$ 59,524	\$ 63,691

Billable hours are hours that are being spent in the City of Laguna Hills working on the tasks as outlined in this proposal. Non-billable hours are hours such as sick time, holiday pay or vacation pay. Overhead and indirect costs associated with operating the program, including but not limited to accounting and payroll processing, supplies and management and oversight of salaried staff position will also be included in each monthly invoice as illustrated in Table 2 below.

Table 2: Annual Costs Summary

	FY 2023-2024	FY 2024-2025
Mercy House Outreach Program		
Staff	\$ 44,586	\$ 47,707
Services and Supplies	\$ 7,500	\$ 8,025
Admin	\$ 7,437	\$ 7,958
Total annual not to exceed cost	\$ 59,524	\$ 63,691



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Chair and Agency Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for June 27, 2023, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Planning Agency Minutes for the June 27, 2023, Regular Meeting.

ATTACHMENTS:

- Planning Agency Minutes for the June 27, 2023, Regular Meeting

5. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:29 p.m.

5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Dave Wheeler	Vice Chair	Present	
Don Caskey	Agency Member	Present	
Erica Pezold	Agency Member	Present	
Joshua Sweeney	Agency Member	Present	

5.2. PUBLIC COMMENTS

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

5.3. APPROVAL OF MINUTES

There were no Planning Agency Minutes to approve.

5.4. ADMINISTRATIVE REPORTS**5.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed 2023/2024 Fiscal Year Capital Improvement Program**

Public Works Director/City Engineer Ames reviewed the information provided in the staff report

Recommendation: That the Planning Agency adopt Resolution No. PA2023-06-27-1: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, FINDING THAT THE PROPOSED 2023/2024 FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM CONFORMS WITH THE GENERAL PLAN OF THE CITY OF LAGUNA HILLS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Agency Member
SECONDER:	Don Caskey, Agency Member
AYES:	Janine Heft, Chair; Dave Wheeler, Vice Chair; Don Caskey, Agency Member, Erica Pezold, Agency Member, Joshua Sweeney, Agency Member

5.5. PLANNING AGENCY PUBLIC HEARINGS**5.5.1 Conditional Use Permit (CUP) No. USE-0142-2023, a Request by Aaron Hardy to Establish a Local Area Network Gaming Center in an Existing 1,600 Square-Foot Tenant Space Located at 26548 Moulton Parkway, Suite 48-L**

Community Development Director Longenecker recommended the continuation of the public hearing to July 11, 2023, at 7:00 p.m.

Recommendation: That the Planning Agency:

- 1) Conduct a public hearing;
- 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities); and
- 3) Adopt Resolution No. PA2023-06-27-2: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0142-2023, A REQUEST BY AARON HARDY TO ESTABLISH A LOCAL AREA NETWORK GAMING CENTER IN AN EXISTING 1,600 SQUARE-FOOT TENANT SPACE LOCATED AT 26548 MOULTON PARKWAY, SUITE 48-L, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTION 15301 OF TITLE 14, CHAPTER 3 OF THE CALIFORNIA CODE OF REGULATIONS (CLASS 1, EXISTING FACILITIES)."

A motion to continue this public hearing item to the regular meeting of July 11, 2023, at 7:00 p.m., or as soon thereafter as possible, was moved by Agency Member Pezold, seconded by Vice Chair Wheeler.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Agency Member
SECONDER:	Dave Wheeler, Vice Chair
AYES:	Janine Heft, Chair, Dave Wheeler, Vice Chair; Don Caskey, Agency Member, Erica Pezold, Agency Member, Joshua Sweeney, Agency Member

PLANNING AGENCY ADJOURNMENT

Chair Heft adjourned the Planning Agency Meeting at 7:34 p.m. and reconvened the City Council Meeting. All Council Members were present in Chamber.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023

TO: Chair and Agency Members

FROM: Larry Longenecker
Community Development Director

ISSUE: Conditional Use Permit (CUP) No. USE-0142-2023, a Request by Aaron Hardy to Establish a Local Area Network Gaming Center in an Existing 1,600 Square-Foot Tenant Space Located at 26548 Moulton Parkway, Suite 48-L (Continued)

RECOMMENDATION: That the Planning Agency:

- 1) Conduct a public hearing;
 - 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities); and
 - 3) Adopt a Resolution entitled: “A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0142-2023, A REQUEST BY AARON HARDY TO ESTABLISH A LOCAL AREA NETWORK GAMING CENTER IN AN EXISTING 1,600 SQUARE-FOOT TENANT SPACE LOCATED AT 26548 MOULTON PARKWAY, SUITE 48-L, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTION 15301 OF TITLE 14, CHAPTER 3 OF THE CALIFORNIA CODE OF REGULATIONS (CLASS 1, EXISTING FACILITIES).”
-

SUMMARY:

Aaron Hardy (“Applicant”) requests approval of a Conditional Use Permit (CUP) to establish “Glitch Game Shack,” a local area network gaming center. The business will be

Conditional Use Permit No. USE-0142-2023 (Continued)

July 11, 2023

Page 2

located at 26548 Moulton Parkway, Suite 48-L, an existing 1,600 square-foot tenant space within the Village at Nellie Gail Ranch shopping center (“Center”). The Center is owned by ROIC California, LLC, which has authorized the Applicant to apply for the requested entitlement.

The proposed gaming center will operate seven days a week, from 11:00 a.m. to 11:00 p.m., providing 28 computer gaming stations. Each computer station will be outfitted with top-end gaming hardware, and will be connected to a local server that will have popular games in the market. The business will have a maximum of two employees. As conditioned, the proposed facility will be a complementary addition to the businesses offered at The Village at Nellie Gail Ranch as the Center continues to provide a mix of retail uses and services.

The proposed CUP is consistent with the General Plan’s goals and strategies for the Community Commercial land use designation. Furthermore, the proposed CUP complies with the City of Laguna Hills Development Code. Therefore, staff recommends approval CUP No. USE-0142-2023.

AUTHORITY:

Laguna Hills Municipal Code (“LHMC”) Chapter 9-28 (Table 9-28.020 Community Commercial Uses) identifies Commercial Recreation as an allowed use within the Community Commercial zoning district through an approved CUP. LHMC Section 9-04.030 defines Commercial Recreation to include establishments, such as the proposed gaming center, which provide “amusement, pleasure or sport, diversion...affording relaxation and enjoyment, which is operated primarily for financial gain.” The process the City must follow in reviewing a CUP for the proposed use is found in LHMC Section 9-92.080(C). Staff has prepared findings demonstrating that the proposed CUP complies with the Zoning Code, Community Commercial zoning district, and the General Plan as stated in the Proposed Resolution of Approval (Attachment “A”), and based on these findings recommends approval of the CUP.

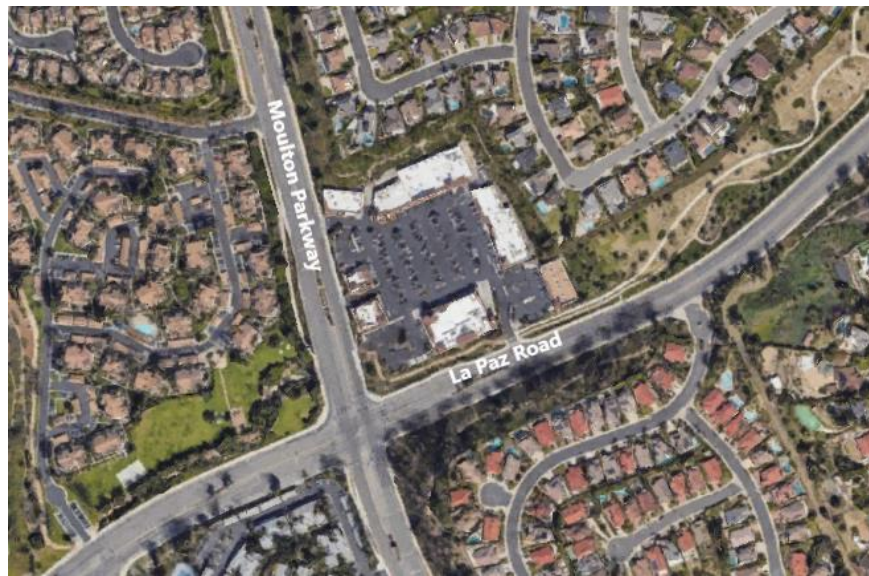
BACKGROUND:

This item was originally scheduled to be presented to the Planning Agency at the June 27, 2023 Public Hearing, however, due to a noticing error, the item was continued to the July 11, 2023 Public Hearing.

The Village at Nellie Gail Ranch (the “Center”) is a 9.87-acre commercial retail center

located on the northeast corner of Moulton Parkway and La Paz Road as shown in Figure No. 1 below. The Center was originally approved in 1985 under the County's jurisdiction (SP85-121P). In 2012, the Center underwent a redevelopment and expansion approved by the Laguna Hills City Council and Planning Agency (SDP/CUP/PUP-12-11-2131). Since 2012, the Center, which is zoned Community Commercial, has remained generally unchanged, and the property maintains coordinated circulation, parking, and landscaping.

Figure No. 1- Aerial Map



The Center includes seven buildings with a combined total of 83,799 square feet of retail space divided between 25 tenant spaces. The uses in the Center currently consist of a mix of fitness studios, service uses, retail, and restaurants, as well as a Smart and Final grocery store. Businesses adjacent to the proposed gaming center include C2 education (Suite K) and Pho Nation (Suite M). The surrounding area consists of existing single-family homes to the north and east and existing multi-family residential to the west and south, across Moulton Parkway.

PROPOSAL & ANALYSIS:

The Applicant requests approval of a CUP to establish a local area network gaming center – a commercial recreation use – in an existing 1,600 square-foot tenant space. According to the Applicant's Letter of Justification (Attachment B), the proposed business will operate seven days a week, providing customers with 28 computer stations outfitted with top end gaming hardware. Each computer will be connected to a local

server that will have popular games in the market. Customers will create an account and purchase time to play online games. Occasionally the gaming center will host online gaming tournaments advertised through their social media. All customers may participate in the online tournaments. The business will have a maximum of two employees. The gaming center will operate seven days a week, from 11:00 a.m. to 11:00 p.m. The business will also offer prepackaged food and drinks, no alcohol will be on site as conditioned by Condition of Approval No. 25.

The tenant space will require minor interior tenant improvements to convert the existing space to accommodate the gaming center's needs. No exterior improvements are proposed other than a wall sign. The proposed floor plan includes 28 computer stations, a front reception counter, beverage cooler, and a restroom (Attachment C).

Since the business will operate entirely indoors, no noise impacts are expected and interior doors leading to the gaming center shall remain closed to minimize noise (Condition of Approval No. 20). Staff does not anticipate the proposed use to create any nuisance for the center, however, staff has included Condition of Approval No. 23 to address any issues that may arise regarding security, parking and circulation issues, loitering, and excessive noise.

Parking Analysis

The tenant space for the proposed gaming center is 1,600 square feet. According to LPMC 9-44.050, the combined square footage for restroom and utility areas are exempt from parking requirements, leaving 1,570 square feet subject to the parking requirements of LPMC Table 9-44.A. The parking requirement for "Commercial Recreation Uses" for the proposed gaming center, and similar uses such as arcades, pool halls, and bingo halls, is one parking stall per 150 square feet of gross floor area. Therefore, the proposed gaming center has a parking requirement of 10 parking stalls, as shown below in Table 1:

Table 1: Proposed Gaming Center Parking Requirements

Total Tenant Square Footage	1,600 SF
Exempted Restroom/ Utility Square Footage	30 SF
Total Gaming Center Square Footage	1,570 SF

Conditional Use Permit No. USE-0142-2023 (Continued)

July 11, 2023

Page 5

Subject to Parking Requirements	
Gaming Center Parking Ratio	1 Stall/150 SF GFA
Minimum Parking Requirement	10 Stalls

A Parking Use Permit (SDPM/CUP/PUP-12-11-2131) was approved in 2012 by the Planning Agency for the Center. As stated in Condition of Approval No. 29 of the approved PUP, if there is any change to the Center such as a change of tenant mix, the Community Development Director can request an updated parking study to address the impacts on the Center. There have been subsequent updates to the parking study to reflect updates in the tenant mix of uses, and the latest, prepared by LL&G, was approved by staff on September 16, 2021. The parking study uses a “blended” analysis of actual parking demand for existing occupancies and a shared parking approach for proposed uses. The previous use of the tenant space for the proposed gaming center was approved as a health club use and required 14 parking spaces. The Center has a total of 434 parking spaces, and with the existing tenancy mix, there is a surplus of 206 spaces on weekdays and 272 spaces on weekends. With the addition of the proposed gaming center, there will be a surplus of 210 spaces on weekdays and 276 on weekends. Adequate parking is provided on site to accommodate the proposed tenant mix, inclusive of the proposed gaming center.

CONCLUSION:

Staff supports approval of the proposed CUP, as conditioned. The proposed gaming center complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Community Commercial designation to provide general shopping and commercial service needs of area residents. The proposed commercial recreation use is compatible with the General Plan’s description of the desired uses, by providing commercial services to the area residents. The proposed commercial recreation use is permitted with a CUP in the Community Commercial zone and be conducted entirely inside the tenant space. Conditions of Approval have been added to ensure the proposed gaming center will comply with the Laguna Hills Noise Ordinance, with no noise issues anticipated. The proposed CUP complies with all requirements of the LHMC, Community Commercial zoning district, and General Plan. Therefore, staff recommends approval of CUP No. USE-0142-2023.

Conditional Use Permit No. USE-0142-2023 (Continued)

July 11, 2023

Page 6

PUBLIC NOTICE:

The proposed project was advertised in an adjudicated newspaper of general circulation on June 16, 2023. A total of 460 public hearing notices were mailed, which includes all property owners within a 300-foot radius of the subject property, as well as all tenants of the subject property. Due to an error in the public noticing process, a subsequent notice was sent on June 28, 2023. To date no comments have been received by Staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). This exemption applies to the permitting or minor alteration of existing structures.

ATTACHMENTS:

- Attachment A - Proposed Resolution of Approval
- Attachment B- Letter of Justification
- Attachment C- Site and Floor Plans

RESOLUTION NO. PA2023-07-11-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0142-2023, A REQUEST BY AARON HARDY TO ESTABLISH A LOCAL AREA NETWORK GAMING CENTER IN AN EXISTING 1,600 SQUARE-FOOT TENANT SPACE LOCATED AT 26548 MOULTON PARKWAY, SUITE 48-L, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTION 15301 OF TITLE 14, CHAPTER 3 OF THE CALIFORNIA CODE OF REGULATIONS (CLASS 1, EXISTING FACILITIES)

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

WHEREAS, Aaron Hardy (“the Applicant”) has filed an application for Conditional Use Permit (CUP) No. USE-0142-2023, to establish a local area network gaming center – a commercial recreation use – in an existing 1,600 square-foot tenant space located at 26548 Moulton Parkway, Suite 48-L in the Community Commercial zoning district; and

WHEREAS, the Project is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of Title 14, Chapter 3 of the California Code of Regulations. This exemption applies to the permitting or minor alteration of existing structures; and

WHEREAS, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on July 27, 2023; and

WHEREAS, at the June 27, 2023, public hearing, the Planning Agency continued the hearing to July 11, 2023, for the purpose of allowing resolve of a project public noticing error; and

WHEREAS, with the public noticing error adequately resolved by staff, the Planning Agency resumed the project public hearing at its meeting of July 11, 2023, and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties with respect to the subject application.

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

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

SECTION 2. The Planning Agency hereby determines that the required findings by the City for approval of Conditional Use Permit No. USE-0142-2023 have been met and made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

The proposed use complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Community Commercial designation to provide general shopping and commercial service needs of area residents. In addition, typical uses allowed include those uses allowed by the Community Commercial designation which consists of general shopping and commercial service needs. The proposed gaming center is compatible with the General Plan's description of the desired uses in the Community Commercial zone, which implements the Community Commercial land use designation.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The project site is located in the Community Commercial (CC) zoning district, in the southwest portion of Laguna Hills, adjacent to residential uses. The project site is located on the northeast corner of Moulton Parkway and La Paz Road. The surrounding area consists of low density residential uses to the north and east and medium density residential uses to the west and south. The project site consists of seven buildings, with a combined total of 83,799 square feet of retail space divided between 25 tenant spaces and comprises the "Village at Nellie Gail Ranch" shopping center. The uses in the project site consist of a mix of fitness studios, service uses, retail, and restaurants, as well as a Smart and Final grocery store. The proposed gaming center is consistent with other retail and service uses at The Village at Nellie Gail Ranch, located along Moulton Parkway and La Paz Road. The proposed gaming center will be conducted entirely inside the tenant space, ensuring compatibility with the existing uses.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

As described above, surrounding uses include residential, commercial, retail and service uses. The project site is 9.87 acres and improved with seven commercial buildings totaling 83,799 square feet. There are 434 parking spaces located on the project site. The project site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to serve the use and ensure it is properly integrated with existing uses in the vicinity through existing shared improvements on the project site such as utilities, parking, landscaping, and pedestrian and vehicular access. The proposed use is a typical service use found in other shopping centers in Laguna Hills and does not require any unique or unusual site improvements to operate. The use will operate entirely within the confines of an existing vacant tenant space on the project site, and the Applicant will make necessary tenant improvements to the tenant space to operate the use.

4. All required development standards prescribed by the Development Code can be achieved.

The 9.87-acre project site is improved with seven commercial buildings totaling 83,799 square feet and 434 parking spaces. The site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to serve the use consisting of existing shared improvements on the project site such as utilities, parking, landscaping, and pedestrian and vehicular access which comply with the City's development standards, or will comply as conditioned. The proposed gaming center will be located within an existing building, and tenant upgrades are proposed to serve the use, including accessibility upgrades.

5. That the conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions have been included to ensure the use is compatible with adjacent uses. Such conditions include that all business activities shall take place indoors within the tenant space, and any doors leading to the gaming center facility shall remain closed (not propped open) during business hours (Condition 20) and that the proposed business will ensure that if any nuisances arise, the Applicant will resolve the problem (Condition 23). These conditions help to ensure that the gaming center will not adversely affect adjacent uses due to excess noise, calls for police services, or property maintenance issues.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. USE-0142-2023 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: Aaron Hardy; ROIC California, LLC the owners(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Conditional Use Permit (CUP) No. USE-0142-2023, approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted April 5, 2023), Letter of Justification (dated April 28, 2023), and Site Plan/Floor Plan (dated April 28, 2023).
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the

Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

5. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all Conditions of Approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
7. The Applicant shall agree in writing to these Conditions of Approval within 30 days of the Planning Agency's approval.
8. The Conditions of Approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.
9. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from July 11, 2023.
11. Within 48 hours from Project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Permitting

12. The Applicant shall be responsible for ensuring applicable building permits are obtained, as required by the 2022 California Building Code, prior to commencement of any work for which a permit is required.
13. All construction shall comply with 2022 California Building, Plumbing, Mechanical, Electrical, Green, and Energy Codes with regard to the applicable occupancy group if applicable. Any work being done will require a full set of plans prepared by a licensed architect/engineer.
14. At the time of document submittal for permit issuance, the Applicant shall demonstrate compliance with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code if applicable.

15. The Applicant shall comply with all general construction water quality requirements, as required by the LHMC 5-36.
16. The Applicant shall submit Construction and Demolition Waste Recycling Program paper work if applicable, prior to issuance of permits, as required by Laguna Hills Municipal Code Chapter 5-48 and to comply with mandates of CalRecycle.
17. All documents required for permit issuance shall be accurately labeled and reflect all work, as required by the 2022 California Building Code.
18. Prior to issuance of building permits, the Applicant shall apply for a Certificate of Use and Occupancy (COUO) for the proposed gaming center, and the Applicant shall obtain the COUO before conducting operations.
19. The Applicant is advised that the business will need to comply with CalRecycle's requirements of AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), and AB 341 (Mandatory Commercial Recycling).

Operations

20. All business activities shall take place entirely indoors within the tenant space, and any exterior doors leading to the gaming center facility shall remain closed (not propped open) during business hours to minimize noise impacts.
21. Maximum occupancy of proposed gaming center is 30 occupants.
22. The volume of all sound systems, sound amplification devices, or noise generating activities, if any, shall comply at all times with the noise standards of the City of Laguna Hills Noise Ordinance (LHMC 5-24). Should the City receive complaints related to noise associated with business operations, the Applicant shall work cooperatively with the City to implement further noise attenuation measures to the reasonable satisfaction of the Community Development Director.
23. If at any time in the future the Community Development Director determines the gaming center creates a nuisance, the Applicant shall promptly take subsequent remedial measures to eliminate the nuisance. For purposes of this condition, nuisance conditions include, but are not limited to, the following:
 - a. Improperly maintained signs or illegal signs;
 - b. Occupancy exceeding limit set forth in the City's Building Code, City's Fire Code, or this resolution, whichever limit is most stringent;
 - c. Lack of adequate ventilation, sanitation, or plumbing facilities, or a condition that constitutes a fire hazard;
 - d. Loitering;
 - e. Excessive noise;
 - f. Parking congestion;

- g. Any other condition or practice declared by state, county, or City statute, code, or regulation to be a public nuisance;
 - h. Excessive calls for police services as determined by the Police Chief.
- 24. Violation or failure to comply with any Condition of Approval shall constitute a violation of the permit and shall be grounds for suspension or revocation of the permit (LHMC 9-92).
- 25. No person shall be permitted to consume alcoholic beverages on the premises. The sale or serving of alcohol and/or tobacco products on the premises is prohibited.
- 26. The hours of operation for the gaming center shall be limited to 11:00 a.m. to 11:00 p.m., daily, unless different hours are expressly authorized by the Community Development Director for a special event.
- 27. Access to Adult-Oriented pornography web sites or software is prohibited.
- 28. Electronic game machines, which include computers and other amusement devices, shall not be used for illegal gaming, gambling or any other illegal activities in violation of state or federal law. The Applicant shall be responsible for ensuring that customers do not use any electronic game machine or electronic device for illegal gaming, gambling or any other illegal activities.
- 29. No electronic game machine, device, computer or other type of station shall be located in any private area, room or booth which is not visible from the main area of the business.
- 30. Window areas shall not be covered, obstructed, or made opaque in any way, except during daylight hours when blinds or other equivalent window coverings may be used solely for shade purposes.
- 31. There shall be at least one employee physically on-premises at all times managing all aspects of the business operation during all working hours who shall be at least 18 years of age.
- 32. The Applicant shall comply with all temporary and permanent sign requirements of the City's Sign Ordinance, Laguna Hills Municipal Code Chapter 9-42.
- 33. No smoking, which includes electronic devices that deliver nicotine or other vaporized liquids (Business and Professions Code 22950.5), shall be permitted anywhere within the premises. The Applicant shall at all times comply with all applicable smoking regulations pursuant to state, federal and local law, and as set forth in Laguna Hill Municipal Code Chapter 5-28.

PASSED, APPROVED, AND ADOPTED this 11th day of July 2023.

JANINE HEFT, CHAIR

ATTEST:

JENNIFER LEE, 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. PA2023-07-11-X adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

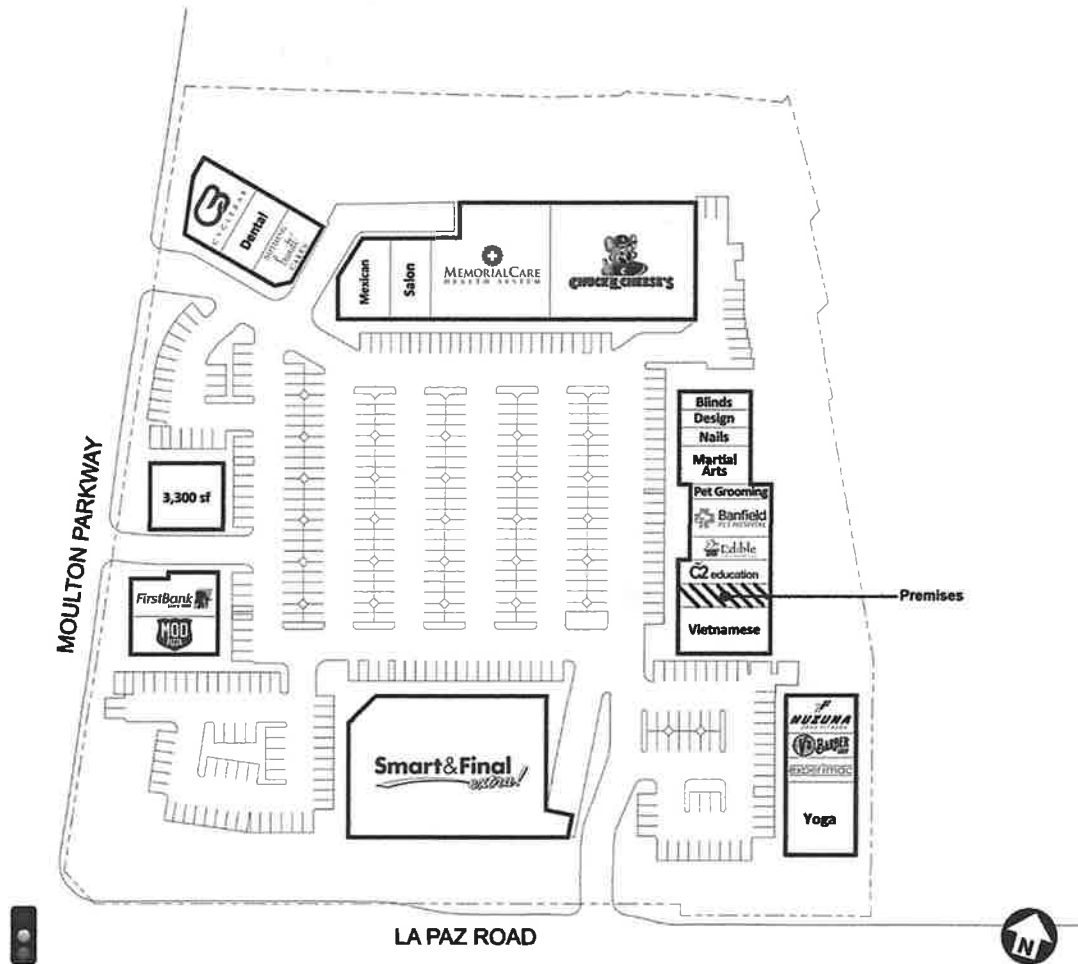
JENNIFER LEE, CITY CLERK

Attachment: Attachment A - Proposed Resolution of Approval (3231 : Conditional Use Permit No. USE-0142-2023 (Continued))

Letter of Justification

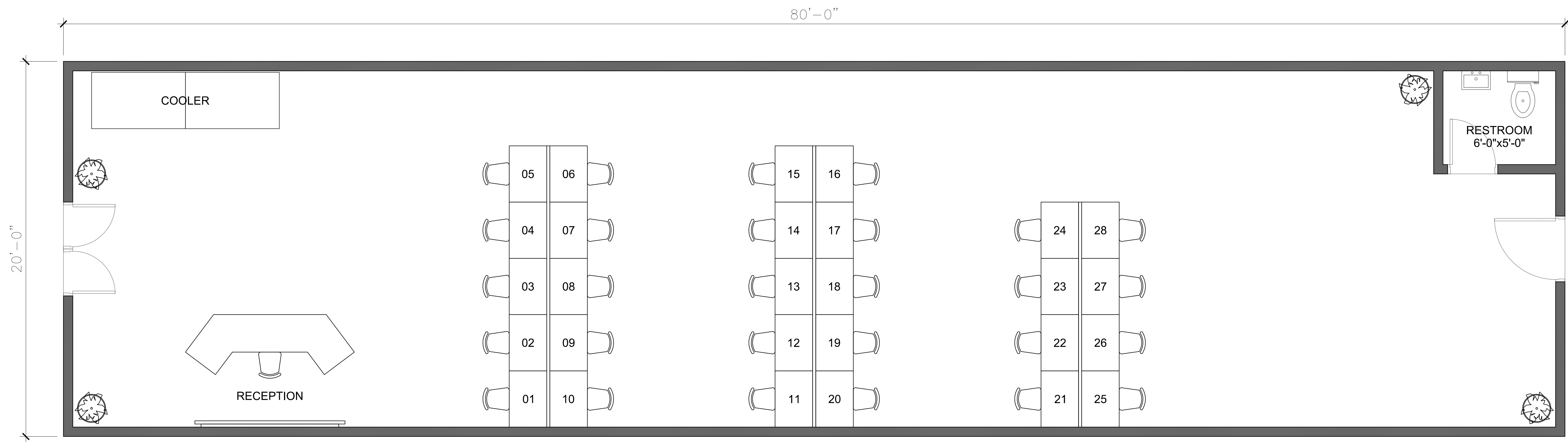
Glitch Game Shack will be a LAN (Local Area Network) center. We will have 28 computers. These computers will be outfitted with top end hardware for gaming. They will also have all Microsoft office applications installed. The computers will all be connected to a local server that will have all the popular games in the market. Customers will set up an account that can then have time loaded onto it. The customer will be able to use any computer so long as they have time on their accounts. We will run tournaments for the games that we have on the computers. We will promote the tournaments on our social media. All customers at the location will be able to participate in the tournaments. Prizes will include drinks, free time for the winners accounts, and computer parts (Graphics cards, ram, etc...) We will be selling only pre packaged food and drinks. Absolutely no alcohol will be served,sold or allowed in Glitch. Our hours of operation will be Sunday - Saturday 11am - 11pm. We will not have a food or beverage display larger than 25 sq ft.

EXHIBIT A
THE VILLAGE AT NELLIE GAIL RANCH
SITE PLAN



THE SITE PLAN, ATTACHED AND INCORPORATED HEREIN, IS INTENDED TO BE AN APPROXIMATE DEPICTION OF THE PRESENT CONCEPT OF THE CENTER AND THE IMPROVEMENTS THEREOF. NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT TO THE ACTUAL LOCATION OR NUMBER OF THE RETAIL STORES, BUILDINGS, CURB CUTS, ABUTTING THOROUGHFARES, PARKING AREAS, TRAFFIC PATTERNS, OR OF TENANTS INTENDED TO BE INCLUDED WITHIN THE CENTER.

LANDLORD SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE CONTENT AND CONFIGURATION OF THE CENTER FROM TIME TO TIME AND AT ANY TIME AS LANDLORD DESIRES IN ITS SOLE AND ABSOLUTE DISCRETION.



ISSUE DATE

No.	Date	Description
1		

DESIGNER

TITLE

PROPOSED GAMING
CENTER LAYOUT PLAN

SCALE REV

1/8"=1'-0"
@ A-3 00

DATE SHEET

17-03-2023 A-1.1



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Mayor and Council Members
FROM: Joe Ames, P.E., T.E.
Public Works Director/City Engineer
ISSUE: Confirmation of 2023 Weed Abatement Cost Report

RECOMMENDATION: That the City Council:

- 1) Conduct a public hearing regarding the 2023 Weed Abatement Cost Report; and
 - 2) Adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONFIRMING THE 2023 WEED ABATEMENT COST REPORT AND PROVIDING FOR THE COLLECTION OF WEED ABATEMENT ASSESSMENTS ON THE NEXT REGULAR TAX BILL LEVIED AGAINST THE SUBJECT PARCELS FOR MUNICIPAL PURPOSES."
-

SUMMARY:

In accordance with Government Code Section 39560, et seq., this is the time and place that has been fixed by Resolution No. 2023-05-09-2 of the City Council to receive and consider an accounting of the costs associated with weed abatement on each separate parcel of land where removal work has been performed, which report is required by law to be submitted to the City Council for confirmation of all itemized abatement costs. The City Council must conduct a public hearing to receive any public comments, complaints, or objections from property owners liable to be assessed for the abatement in connection with the FY 2022/2023 Weed Abatement Program prior to adopting a Resolution confirming the cost report associated with the clearing of properties as authorized. It is recommended that the City Council conduct the public hearing, take testimony and adopt the attached Resolution.

Confirmation of 2023 Weed Abatement Cost Report

July 11, 2023

Page 2

BACKGROUND:

The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance and abate all weeds, rubbish, refuse, and dirt upon the streets, sidewalks, parkways, or private property in the City, as identified and described in the 2023 Weed Abatement List. This is done for the purpose of health and safety, management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties. The Weed Abatement Program is administered by the Public Works Department under the direction of the Public Works Director and with the assistance of Code Enforcement. The City Council adopted Resolution Nos. 2023-04-11-1 and 2023-05-09-2 in April and May of this year, respectively, which authorized the annual Weed Abatement Program.

Property owners of properties that were identified as containing materials needing abatement under this program were notified by letter dated April 12, 2023, to clear their properties by May 31, 2023. Extensive public relations efforts were made by the City's Code Enforcement Officer to reduce the number of properties to be cleared by the City contractor. All properties that had not implemented weed abatement in a timely manner were also contacted by a door hanger and telephone contact to further encourage voluntary abatement compliance. City staff's extensive efforts to assure private property compliance, in addition to good public response this year, resulted in 540 of the 542 private properties identified for weed abatement clearing their own parcels. Two property owners did not abate their weeds and the City performed the necessary weed abatement as described on the attached Cost Report. The City has also completed its annual weed abatement on all City-owned properties and City easements throughout the City.

The Weed Abatement Public Hearing Notice for confirmation of 2023 Weed Abatement Cost Report was published and posted as required by state law. It is recommended that the City Council open the public hearing, receive testimony, close the public hearing and adopt the Resolution confirming the Cost Report associated with the clearing of properties as authorized.

FISCAL IMPACT:

The total cost to be assessed for the two private properties abated is \$2,790.02. This cost is comprised of direct contractor charges and a City \$503.01 per parcel administrative charge. The City will be reimbursed for the \$2,790.02 in costs through property tax collection procedures. Weed Abatement on City owned parcels has

Confirmation of 2023 Weed Abatement Cost Report

July 11, 2023

Page 3

proceeded in accordance with the FY 2022/2023 Operating Budget.

ATTACHMENTS:

- Proposed Resolution Confirming the 2023 Weed Abatement Cost Report
- 2023 Weed Abatement Cost Report Exhibit A

RESOLUTION NO. 2023-07-11-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONFIRMING THE 2023 WEED ABATEMENT COST REPORT AND PROVIDING FOR THE COLLECTION OF WEED ABATEMENT ASSESSMENTS ON THE NEXT REGULAR TAX BILL LEVIED AGAINST THE SUBJECT PARCELS FOR MUNICIPAL PURPOSES

WHEREAS, on April 11, 2023, the City Council adopted Resolution No. 2023-04-11-1, thereby commencing the Weed Abatement Program for 2023 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by resolution as a public nuisance and abate all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2023 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and

WHEREAS, Resolution No. 2023-04-11-1 commenced the 2023 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2023 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2023 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse and/or dirt that, when dry, become a fire hazard; and

WHEREAS, on April 12, 2023, the City sent the legally required notice to destroy weeds and remove rubbish, refuse, and dirt to all affected property owners identified on the 2023 Weed Abatement List; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by May 31, 2023, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will be constitute a lien upon such parcel or lands until paid; and

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council would hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 9, 2023; and

WHEREAS, during the May 9, 2023 Public Hearing, the City Council was to have heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2023 Weed Abatement List; however, no public testimony was received; and

WHEREAS, on May 9, 2023, the City Council adopted Resolution No. 2023-05-09-2, thereby: 1) determining not to allow any objections; 2) issuing an abatement order and authorizing the Public Works Director to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2023 Weed Abatement List; 3) acquiring jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels; 4) declaring that it is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2023 Weed Abatement List, which assessments against the respective parcels of land shall constitute a lien; and 5) ordering the Public Works Director to keep an accounting of the cost of abatement on each separate parcel of land where removal work is performed and to submit to the City Council for confirmation an itemized written report showing such abatement costs; and

WHEREAS, pursuant to Resolution Nos. 2023-04-11-1 and 2023-05-09-2, the Public Works Director did abate such nuisances and/or caused the same to be abated by having such weeds removed; and

WHEREAS, the Public Works Director kept an accounting of the cost of such abatement in front of or upon each separate parcel of land in the form of an itemized cost report submitted this date to the City Council showing the cost of removing the weeds in front of or upon each separate lot, parcel, or piece of land, or both ("2023 Weed Abatement Cost Report"), said report having been posted in the manner and for the time required by law; and

WHEREAS, the City Council duly considered the 2023 Weed Abatement Cost Report, along with any objections of the property owners liable to be assessed for the abatement, on this 11th day of July 2023.

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

SECTION 1. The City Council has received and considered the 2023 Weed Abatement Cost Report prepared by the Public Works Director, which is attached hereto as Exhibit "A", and hereby confirms the report without modification.

SECTION 2. The City Clerk is hereby directed for each subject parcel, to record this Resolution in the office of the County Recorder and also to promptly forward a certified copy of this resolution confirming the 2023 Weed Abatement Cost Report along with a certified copy of the 2023 Weed Abatement Cost Report to the Orange County Auditor-Controller and County Tax Collector, who shall add the amount of the assessments to the next regular tax bill levied against the subject parcels for municipal purposes.

PASSED, APPROVED, AND ADOPTED this 11th day of July 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
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. 2023-07-11-X adopted by the City Council of the City of Laguna Hills, California, at a regular meeting thereof, held on the 11th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

2023 Weed Abatement Cost Report Exhibit A (Privately Owned Parcels)

AP Number:	Address:	Work Date:	Hand Work Cleared (sf):	Mow Work Cleared (sf):	Admin. Fee:	Hand Charges:	Mowing Charges:	Debris Removal Charges:	Total Charged:	City/District Code:
588-141-06	Behind 23092 Mill Creek Rd	6/23/2023	2400.00	0	\$503.01	\$900.00	\$0	\$0	\$1,403.01	081
620-044-03	Behind 25022 Grissom Rd	6/23/2023	882.00	0	\$503.01	\$884.00	\$0	\$0	\$1,387.01	081



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

RECOMMENDATION: That the City Council 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. 2022-10-11-3."

SUMMARY:

The proposed Salary and Benefits Resolution (Resolution) covers Management, Confidential, and Part-time classes of employment. All other employees are covered by the Memorandum of Understanding (MOU) between the City and the Laguna Hills City Employees Association (LHCEA). As is routine with the approval and adoption of the LHCEA MOU, staff has prepared an update to the unrepresented Management, Confidential, and Part-time Resolution. Approval and adoption of the Resolution is recommended.

BACKGROUND:

Staff is proposing a Resolution that essentially mirrors the terms of the negotiated MOU between the City and the LHCEA:

- Salary ranges for Management, Confidential, and Part-time employees will be

Management Salary and Benefits Resolution

July 11, 2023

Page 2

adjusted by a 3% cost of living adjustment effective the first pay period that includes July 1, 2023. Furthermore, effective the first pay period that includes July 1, 2024, the City shall increase salary ranges by a cost of living adjustment of 3%.

- The Birthday of Martin Luther King Jr. has been included as an observed holiday.
- The City will provide paid leave time off for workdays during the holiday closure between December 26 and December 31.

The term of this proposed Resolution is anticipated to coincide with the duration of the MOU between the City and the LHCEA. Also, it should be noted that while the City Manager's salary is listed in the proposed Resolution, pursuant to the Employment Agreement with the City, the City Manager will not receive any cost of living adjustments authorized in the Resolution for other positions.

It is recommended the City Council adopt the proposed Resolution establishing salary ranges and benefits for Management, Confidential and Part-Time employees.

FISCAL IMPACT:

The estimated cost of the two-year agreement is \$93,857 and is included within the adopted 2023-2025 Biennial Budget.

	Estimated Cost for Year 1	Estimated Cost for Year 2
3% COLA: July 1, 2023	\$30,976	\$30,976
3% COLA: July 1, 2024	-	\$31,905
Total	\$30,976	\$62,881

ATTACHMENTS:

- Proposed Salary and Benefits Resolution

RESOLUTION NO. 2023-07-11-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. 2022-10-11-3

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 current Salary Schedule for those positions designated as management, confidential, and part-time is as follows:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Executive Assistant to the City Manager	\$ 6,412.97	\$ 8,012.00

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

Effective the first pay period that includes July 1, 2023, the City shall increase the above salaries by a cost of living adjustment of 3%. Furthermore, effective the first pay period that includes July 1, 2024, the City shall increase salary ranges by a cost of living adjustment of 3%. The above stated cost of living adjustment per the CPI does not apply to the position of City Manager.

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. Management 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 Cal 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 a 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, 2023, the City will contribute the following towards all full-time management, confidential employees, and elected members' health insurance premium:

Employee Only	\$936.98
Employee+One	\$1,866.24
Employee+Family	\$2,422.55

City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase of the BS Gold 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, and who are currently enrolled under an outside non-City sponsored medical insurance program through a spouse or other source. Any full-time employee who demonstrates proof of insurance from such other source and who makes a request to opt-out of the City's insurance program will receive five hundred dollars (\$500.00) per month in lieu of City-sponsored medical insurance.
- 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, but are not eligible to receive the medical insurance rebate.

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
 Birthday of Martin Luther King, Jr
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Veterans 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 holiday 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 11 paid holidays per fiscal year for fixed holidays as set forth herein, and two floating holidays per fiscal year to be used as discretionary holiday leave.

- D. In addition to the holidays listed above, the City will observe a Holiday Closure by closing City facilities from December 26th through December 31st. Full-time employees shall receive 32 hours of personal time off in 2023, and 32 hours of personal time off in 2024, to use during the holiday closure.
- E. 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.
- F. 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, 2023.

SECTION 6. Resolution No. 2022-10-11-3 is hereby rescinded and replaced with this Resolution.

PASSED, APPROVED, AND ADOPTED this 11th day of July 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, 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. 2023-07-11-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 11th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Consideration of an Amended and Restated Security Patrol Services Agreement with High Level Security Solutions, Inc.

RECOMMENDATION: That the City Council:

- 1) Approve and authorize the Mayor to sign an Amended and Restated Security Patrol Services Agreement with High Level Security Solutions, Inc., for a new three-year term in the total maximum contract amount of \$600,000; and
 - 2) Authorize and direct the City Manager to terminate the previously approved July 1, 2023, Agreement, pursuant to Section 8.3 of the Agreement.
-

BACKGROUND:

Last year, the City entered into a security patrol services agreement with High Level Security Solutions, Inc. (HLSS) to provide properly trained and equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety. HLSS currently patrols certain areas of the City at the direction of the City Manager. Depending on the need and budget, one or two guards patrol daily from 8:00 p.m. to 4:00 a.m.

The term of the initial agreement entered into on August 1, 2022, with HLSS was scheduled to expire on June 30, 2023, by operation of its own terms. At the June 13, 2023, Budget Workshop, the City Council directed staff to prepare a one-year extension to the agreement. Toward this end, on June 27, 2023, the City Council

High Level Security Solutions Restated Agreement

July 11, 2023

Page 2

approved and entered into a new security patrol services agreement with HLSS for an additional one-year term, commencing July 1, 2023. The current Agreement, Attachment A, expires on June 30, 2024, and allows for continued, uninterrupted citywide private security patrol services to City.

Subsequently, the City Council directed staff to negotiate a new “multi-year agreement” with HLSS. Following the June 27, 2023, Council meeting, Staff has since negotiated a new three (3) year agreement with HLSS proposed to expire on June 30, 2026. The proposed Amended and Restated Agreement with HLSS is included as Attachment B. A comparison of the proposed new deal points for an amended and restated agreement is summarized below.

	Current Agreement	Amended and Restated Agreement
Schedule of Performance	July 1, 2023 to June 30, 2024	July 12, 2023 to June 30, 2026
Patrol Hours	Patrol hours will be from 8:00 p.m. to 4:00 a.m., seven (7) days per week.	Patrol hours will be from 8:00 p.m. to 4:00 a.m., <u>up to</u> seven (7) days per week.
Hourly Rate	\$65.00	Year 1: \$62.50 Year 2: \$64.50 Year 3: \$65.25
Maximum Contract Amount	\$225,000	\$600,000

FISCAL IMPACT:

The FY 2023/2024 budget includes \$200,000 for private security services. The proposed Amended and Restated Agreement has a maximum contract amount of \$600,000. During the mid-year budget update, the City Council will need to allocate funding for security services in FY 2024/2025. Funding for Year 3 of the Agreement will be discussed during the next Biennial Budget update in June of 2025.

High Level Security Solutions Restated Agreement

July 11, 2023

Page 3

ATTACHMENTS:

- Current Agreement with High Level Security Solutions, inc.
- Proposed Agreement including Cost Proposal

SECURITY PATROL SERVICES AGREEMENT
High Level Security Solutions, Inc.
(Citywide Private Security Patrol Services)

THIS SECURITY PATROL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 1ST day of July 2023, 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 HIGH LEVEL SECURITY SOLUTIONS, 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. The City has determined that there is a need to retain the professional services of a qualified private security company to provide properly equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety (the "Project").

B. Consultant has submitted to City a proposal, dated June 16, 2023, to provide professional security patrol services to City for the Project pursuant to the terms of this Agreement. Contracts for the procurement of other public safety services are exempt from the City's competitive bidding procurement regulations, pursuant to Laguna Hills Municipal Code Section 3-08.110(L)(4).

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

D. City desires to retain Consultant to provide such professional security patrol services to City for the Project in order to enhance public safety.

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 and perform professional security patrol services to City for the Project as set forth in the Proposal/Scope of Work, dated June 16, 2023, 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 professionals 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 Services and Work 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 Proposal/Scope of Work dated June 16, 2023 (“Consultant’s Proposal”) and submitted to City, which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal is attached hereto as Exhibits “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant’s Proposal 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 (Exhibit “A”).

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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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, as set forth in the Schedule of Compensation/Hourly Rate/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) (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 fifteen (15) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Intentionally omitted.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, 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 upon the effective date of this Agreement and shall continue in full force and effect for a period of one (1) year, commencing on July 1, 2023 and ending on June 30, 2024, unless extended by mutual written agreement of the parties.

3.5 Intentionally omitted.

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 to make all decisions in connection therewith: Tony Castillo Jr, 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 three million dollars (\$3,000,000.00) per occurrence, and five million dollars (\$5,000,000.00) in the general aggregate. 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.

D. **Professional Liability (Errors & Omissions) Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least three million dollars (\$3,000,000.00). Covered professional services shall

specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

2. If the policy of insurance is written on a “claims-made” basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 seven (7) 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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall

constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Intentionally omitted.

10.2 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: High Level Security Solutions, Inc.
 Attention: Tony Castillo, Jr., CEO
 7 Bainbridge Avenue
 Ladera Ranch, California 92694
 Telephone: (949) 289-9864

10.3 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.

10.4 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.

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

10.6 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.

10.7 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.

10.8. 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.

10.9 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.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

JENNIFER LEE,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

**HIGH LEVEL SECURITY
SOLUTIONS, INC.,** a California
corporation

By: 
TONY R. CASTILLO, Jr.
Chief Executive Officer

By: 
RHONDA CASTILLO,
Chief Financial Officer

Attachment: Current Agreement with High Level Security Solutions, inc. (3236 : High Level Security Solutions Restated Agreement)

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF SERVICES****DATED: June 16, 2023**

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



HIGH LEVEL SECURITY SOLUTIONS, Inc.
 7 Bainbridge Ave, Ladera Ranch, CA 92694
 949-289-9864
CPATROL1@aol.com
 PPO# 14398

June 16, 2023

COST PROPOSAL

Our rates are established on an hourly rate and are all-inclusive. There are no additional charges for support, supervision, standard equipment or administrative overhead.

Upon acceptance, prices quoted in this proposal are firm for twelve (12) months.

Schedule of Performance: July 1, 2023 to June 30, 2024.

Patrol Hours: Patrol hours will be from 8:00 p.m. to 4:00 a.m., seven (7) days per week.

Scope of Service: Up to two, one-manned armed security officers each with their own vehicle. The vehicles will be properly equipped with a light bar overhead and clearly marked High Level Security Solutions, Inc. Armed security officers will be properly trained, equipped, and uniformed. Security Officers will drive all residential neighborhoods, shopping centers, and public facilities, at the direction of the City Manager or designee, in order to enhance public welfare and safety. Security Officers will not carry out law enforcement actions, but will observe and report all suspicious activity to the Orange County Sheriff's Department (OCSD) for fast response. OCSD can be reached at (714) 647-7000 or (949) 770-6011.

RATES

<u>Security Officer</u>	<u>Hourly Rate</u>	<u>Holiday Rate</u>	<u>OT RATE</u>
Armed Officer (Per hour/Per Officer/Per Vehicle) Rates includes marked patrol vehicle.	\$65.00	\$130.00	\$97.50

Billing Terms: Net 15 days, billing cycle is 28 days.

HLSS will notify City's City Manager in writing via email with 24-hours advanced notice if a shift cannot be filled, or if there any changes in service.

AMENDED AND RESTATED SECURITY PATROL SERVICES AGREEMENT

High Level Security Solutions, Inc.
(Citywide Private Security Patrol Services)

THIS SECURITY PATROL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 12th day of July 2023, 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 HIGH LEVEL SECURITY SOLUTIONS, 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. The City has determined that there is a need to retain the professional services of a qualified private security company to provide properly equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety (the "Project").

B. Consultant has submitted to City a proposal, dated July 6, 2023, to provide professional security patrol services to City for the Project pursuant to the terms of this Agreement. Contracts for the procurement of other public safety services are exempt from the City's competitive bidding procurement regulations, pursuant to Laguna Hills Municipal Code Section 3-08.110(L)(4).

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

D. City desires to retain Consultant to provide such professional security patrol services to City for the Project in order to enhance public safety.

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 and perform professional security patrol services to City for the Project as set forth in the Proposal/Scope of Work, dated

July 6, 2023, 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 professionals 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 Services and Work 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 Proposal/Scope of Work dated July 6, 2023 (“Consultant’s Proposal”) and submitted to City, which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal is attached hereto as Exhibits “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant’s Proposal 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 (Exhibit “A”).

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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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, as set forth in the Schedule of Compensation/Hourly Rate/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Six Hundred Thousand Dollars (\$600,000.00) (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 fifteen (15) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Intentionally omitted.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, 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 upon the effective date of this Agreement and shall continue in full force and effect for a period of approximately three (3) years, commencing on July 12, 2023 and ending on June 30, 2026, unless extended by mutual written agreement of the parties.

3.5 *Intentionally omitted.*

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 to make all decisions in connection therewith: **Tony Castillo Jr, 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 three million dollars (\$3,000,000.00) per occurrence, and five million dollars (\$5,000,000.00) in the general aggregate. 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least three million dollars (\$3,000,000.00). Covered professional services shall

specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

2. If the policy of insurance is written on a “claims-made” basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 seven (7) 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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall

constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Intentionally omitted.

10.2 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: High Level Security Solutions, Inc.
 Attention: Tony Castillo, Jr., CEO
 7 Bainbridge Avenue
 Ladera Ranch, California 92694
 Telephone: (949) 289-9864

10.3 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.

10.4 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.

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

10.6 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.

10.7 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.

10.8. 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.

10.9 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.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

JENNIFER LEE,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

**HIGH LEVEL SECURITY
SOLUTIONS, INC.,** a California
corporation

By: _____

TONY R. CASTILLO, Jr.
Chief Executive Officer

By: _____

RHONDA CASTILLO,
Chief Financial Officer

Attachment: Proposed Agreement including Cost Proposal (3236 : High Level Security Solutions Restated Agreement)

EXHIBIT “A”

**CONSULTANT’S PROPOSAL/ SCOPE OF SERVICES
FOR AMENDED AND RESTATED SECURITY PATROL SERVICES
FOR
FY 2023/2024 – FY 2025/2026**

DATED: July 6, 2023

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

Attachment: Proposed Agreement including Cost Proposal (3236 : High Level Security Solutions Restated Agreement)



HIGH LEVEL SECURITY SOLUTIONS, Inc.

7 Bainbridge Ave, Ladera Ranch, CA 92694

949-289-9864

CPATROL1@aol.com

PPO# 14398

July 6, 2023

COST PROPOSAL

Our rates are established on an hourly rate and are all-inclusive. There are no additional charges for support, supervision, standard equipment or administrative overhead.

Upon acceptance, prices quoted in this proposal are firm for three (3) years.

Schedule of Performance: July 1, 2023 to June 30, 2026.

Patrol Hours: Patrol hours will be from 8:00 p.m. to 4:00 a.m., up to seven (7) days per week.

Scope of Service: Up to two, one-manned armed security officers each with their own vehicle. The vehicles will be properly equipped with a light bar overhead and clearly marked High Level Security Solutions, Inc. Armed security officers will be properly trained, equipped, and uniformed. Security Officers will drive all residential neighborhoods, shopping centers, and public facilities, at the direction of the City Manager or designee, in order to enhance public welfare and safety. Security Officers will not carry out law enforcement actions, but will observe and report all suspicious activity to the Orange County Sheriff's Department (OCSD) for fast response. OCSD can be reached at (714) 647-7000 or (949) 770-6011.

RATES

	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Armed Officer			
Hourly Rate	\$62.50	\$64.50	\$65.25
Holiday Rate	\$125.00	\$129.00	\$130.50
OT Rate	\$93.75	\$96.75	\$97.875

*Rates are per hour, per officer, per vehicle.

Billing Terms: Net 15 days, billing cycle is 28 days.

HLSS will notify City's City Manager in writing via email with 24-hours advanced notice if a shift cannot be filled, or if there any changes in service.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: Designation of Voting Delegate for League of California Cities Annual Conference

RECOMMENDATION: That the City Council appoint the Mayor as the Voting Delegate and appoint the Mayor Pro Tempore as the Voting Delegate Alternate for the League of California Cities Annual Conference.

SUMMARY

The [Annual Conference for the League of California Cities](#) (Cal Cities) is scheduled for Wednesday, September 20, 2023, through Friday, September 22, 2023, in Sacramento. An important part of the Annual Conference is the General Assembly scheduled for 8:30 a.m. on Friday, September 22, 2023. At this meeting, the Cal Cities membership will consider and take actions on resolutions that establish Cal Cities policy. Cal Cities by-laws provide that each City is entitled to one vote in matters affecting municipal or Cal Cities policy. The attached 2023 Voting Delegates Packet includes a memorandum from the Cal Cities describing the process and providing procedures for voting at the Annual Conference. New this year, Cal Cities will also be hosting a pre-conference information session to explain the voting delegates role.

In order to vote at the General Assembly, the City Council must designate a voting delegate and, if so desired, up to two (2) voting delegate alternates. A voting delegate is a council-appointed city official, elected or appointed, who represents their city at the General Assembly. The Voting Delegate Form (included in the attachment) must be returned to Cal Cities no later than Monday, August 28, 2023. The City Council

Voting Delegates for LOCC

July 11, 2023

Page 2

appointed the Mayor as the Voting Delegate and the Mayor Pro Tempore as the alternate along with all the City Council “Other Agencies” appointed representatives in January of 2023. It is now appropriate to appoint the Mayor as the Voting Delegate and the Mayor Pro Tempore as the Voting Delegate Alternate.

FISCAL IMPACT

Conference registration is required to attend and participate in the General Assembly. The cost to attend the full conference is \$650 for a city official of a member city and \$1,650 for a city official of a non-member city. One day registration fees are \$350 for member cities and \$13,50 for non-member cities. The costs for registration, travel, and lodging for the conference will be covered by travel, conferences, and meetings account in the approved FY 2023/24 budget.

ATTACHMENTS:

- 2023 Cal Cities Voting Delegates Packet

Council Action Advised by August 28, 2023**DATE: Wednesday, June 21, 2023****TO: Mayors, Council Members, City Clerks, and City Managers****RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](https://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Committee Assignment Reports

RECOMMENDATION: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

SUMMARY:

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments. It is order to receive a report from the Council Members listed below on their Committee Assignment(s).

- 1 Southern California Association of Government (SCAG)
Community, Economic & Human Development Committee
Council Member Caskey
July 6 Regular Meeting