
**CITY COUNCIL
REGULAR
MEETING**



**JUNE 26, 2012
7:00 PM**

AGENDA

Melody Carruth, Mayor

Joel Lautenschleger, Mayor Pro Tempore
Randal Bressette, Council Member

Barbara Kogerman, Council Member
L. Allan Songstad, Jr., Council Member

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SONGSTAD

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

2. PUBLIC COMMENTS

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

3. MINUTES**3.1 REGULAR MEETING, JUNE 12, 2012**

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JUNE 12, 2012, REGULAR MEETING.

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 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING OF ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 26, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$966,077.29.

4.3 RESOLUTIONS CALLING FOR THE NOVEMBER 6, 2012, GENERAL MUNICIPAL ELECTION, AND REQUEST FOR CONSOLIDATION OF THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT RESOLUTIONS ENTITLED:

(1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE

PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

(2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

4.4 SUPPORT RESOLUTION FOR STATE-LOCAL PARTNERSHIP PROGRAM FUNDING THROUGH THE ORANGE COUNTY TRANSPORTATION AUTHORITY

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING APPLICATION FOR FUNDS FOR THE STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT UNDER THE PROPOSITION 1B HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR QUALITY, AND PORT SECURITY BOND ACT OF 2006 FOR MULTIPLE PROJECTS."

4.5 AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING NO. C-9-0625 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE MOULTON PARKWAY TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING C-9-0625 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THERETO.

4.6 RENEWED MEASURE M (M2) ANNUAL COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE ANNUAL MEASURE M2 COMPLIANCE SUBMITTAL TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY.

4.7 FIRST AND FINAL PAYMENT TO G2 CONSTRUCTION, INC., FOR THE WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP NO. 412A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FIRST AND FINAL PAYMENT TO G2 CONSTRUCTION, INC., IN THE AMOUNT OF \$61,950 FOR THE WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP NO. 412A.

4.8 REALLOCATION OF PROPOSITION 1B FUNDING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE REALLOCATION OF PROPOSITION 1B FUNDS TO MULTIPLE STREET IMPROVEMENT PROJECTS AS DETAILED HEREIN.

4.9 CONTINUATION OF THE COMMERCIAL FOOD WASTE DIVERSION PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL ACCEPT AND APPROVE CR&R'S OFFER TO CONTINUE WITH THE COMMERCIAL FOOD WASTE PROGRAM AT THE EXISTING RATE FOR COMMERCIAL RECYCLING CART SERVICE UNTIL ANOTHER PROPOSAL IS RECEIVED.

4.10 FY 2012-2013 SCHOOL CROSSING GUARD AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE CROSSING GUARD SERVICES AGREEMENT BETWEEN ALL CITY MANAGEMENT SERVICES AND THE CITY OF LAGUNA HILLS FOR SCHOOL CROSSING GUARD SERVICES FOR FY 2012-2013.

4.11 ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012/13

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012/13 IN ACCORDANCE WITH ARTICLE XIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE."

4.12 PARTICIPATION IN THE COUNTYWIDE PUBLIC MASS NOTIFICATION SYSTEM - "ALERTOC"

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS FOR USE OF THE COUNTYWIDE EMERGENCY PUBLIC MASS NOTIFICATION SYSTEM, "ALERTOC."

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 MINUTES**5.3.1 REGULAR MEETING, JUNE 12, 2012**

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JUNE 12, 2012, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 4-12-2223, A REQUEST BY SOKA GAKKAI INTERNATIONAL-USA, TO ESTABLISH SGI-USA BUDDHIST CENTER, A RELIGIOUS FACILITY, IN AN EXISTING BUILDING AND PARKING USE PERMIT AT 23002 MOULTON PARKWAY IN THE MIXED USE ZONE.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 4-12-2223, A REQUEST BY SOKA GAKKAI INTERNATIONAL-USA, TO ESTABLISH THE SGI-USA BUDDHIST CENTER, A RELIGIOUS FACILITY, IN AN EXISTING BUILDING AND PARKING USE PERMIT AT 23002 MOULTON PARKWAY IN THE MIXED USE ZONE."

PLANNING AGENCY ADJOURNMENT**6. CITY COUNCIL PUBLIC HEARINGS**

6.1 APPROPRIATION OF CITIZENS' OPTION FOR PUBLIC SAFETY FUNDS

RECOMMENDATION: THAT THE CITY COUNCIL CONDUCT A PUBLIC HEARING AND APPROPRIATE MONIES FROM THE CITIZENS' OPTION FOR PUBLIC SAFETY TOWARDS THE COST OF FUNDING A FULL-TIME LIEUTENANT.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.2 City Clerk

7.2.1 RESOLUTION ADOPTING REGULATIONS FOR THE CANDIDATES' STATEMENTS FOR THE NOVEMBER 6, 2012, GENERAL MUNICIPAL ELECTION

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE THE ADDITION OF THE 400-WORD OPTION FOR CANDIDATES' STATEMENTS; AND (2) ADOPT A RESOLUTION ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012.

7.3 Chief of Police Services

7.3.1 2011 POLICE SERVICES ANNUAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE 2011 ANNUAL REPORT.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR**9. CITY COUNCIL MEMBER COMMENTS****10. CLOSED SESSION**

The City Council shall convene in Closed Session, in the City Hall Conference Room, to consider the following matters:

10.1 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6(a)

City Designated Representative: Bruce Channing, City Manager, and Don White, Assistant City Manager

Employee Organization: Laguna Hills City Employees Association City Employee Organization

Reconvene in regular session in the City Council Chamber.

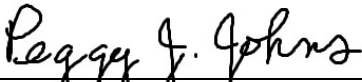
Report on whether any reportable action was taken on matters considered during Closed Session.

ADJOURNMENT

The next Regular Meeting of the City Council will be July 10, 2012, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, 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 La Paz Center by June 22, 2012, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

June 22, 2012

DATE

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

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

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
JUNE 12, 2012**

CALL TO ORDER

Mayor Carruth called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: Council Member Bressette

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Carruth, Mayor Pro Tempore Lautenschleger, Council Member Bressette, Council Member Kogerman, and Council Member Songstad

1. PRESENTATIONS AND PROCLAMATIONS

1.1 CERTIFICATE OF RECOGNITION, JEENA BONUTTO, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE SPRING 2012 SEMESTER

MAYOR CARRUTH PRESENTED A CERTIFICATE TO JEENA BONUTTO RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.2 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG AND STUDENT LIAISON ALTERNATE AMANDA JAFFE FOR THE FALL 2012 SEMESTER

THE CITY CLERK ISSUED THE OATH OF OFFICE TO LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ALTERNATE AMANDA JAFFE AND MAYOR CARRUTH PRESENTED A CERTIFICATE OF APPOINTMENT. LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG WAS ABSENT.

1.3 PRESENTATION ON THE CITRUS PEST AND DISEASE PREVENTION PROGRAM

THE CITY COUNCIL RECEIVED A PRESENTATION FROM REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE ON THE CITRUS PEST AND DISEASE PREVENTION PROGRAM.

IT WAS THE CONSENSUS OF THE CITY COUNCIL TO DIRECT STAFF TO TAKE STEPS TO INCREASE THE AWARENESS OF THE RESIDENTS REGARDING THIS PEST.

2. PUBLIC COMMENTS

DARK HORSE COMMITTEE

Richard Nagle, Laguna Hills, thanked the City for having the Marines participate in the Laguna Hills Memorial Day Half Marathon Event.

SAN ONOFRE NUCLEAR PLANT

Gary Headrick, representative of San Clemente Green, spoke on safety concerns at the San Onofre Nuclear Plant and handed out material to the City Council.

Laurie Headrick, spoke on safety concerns at the San Onofre Nuclear Plant.

Harold Johnston, San Diego, spoke on safety concerns at the San Onofre Nuclear Plant.

Karen Stone, spoke on safety concerns at the San Onofre Nuclear Plant.

IT WAS THE CONSENSUS OF THE CITY COUNCIL TO AGENDIZE THIS ITEM TO A FUTURE CITY COUNCIL MEETING.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO.

3. MINUTES

3.1 REGULAR MEETING, MAY 22, 2012

MOTION TO APPROVE THE MINUTES OF THE MAY 22, 2012, REGULAR MEETING, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 5-0.

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR PRO TEMPORE LAUTENSCHLEGER, WITH COUNCIL MEMBER BRESSETTE REMOVING ITEM NO. 4.5.

APPROVED BY A VOTE OF 5-0.

4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE

AND FURTHER READING WAIVED

THE CITY COUNCIL WAIVED READING OF ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 12, 2012

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$641,261.65.

4.3 PROGRESS PAYMENT NO. 14 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 14, IN THE NET AMOUNT OF \$349,216.60, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

4.4 AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED, AGREEMENT NO. D11-066, WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE WATERSHED

THE CITY COUNCIL APPROVED THE AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED, AGREEMENT NO. D11-066, WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE WATERSHED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

4.6 CITY'S CONFLICT OF INTEREST CODE

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-06-12-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REVISING THE CITY'S CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2009-03-24-1.

4.7 ESTABLISHMENT OF A NO PARKING ANYTIME ZONE ON BRIDLEWOOD DRIVE FROM APPIAN TO 180 FEET SOUTHERLY

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-06-12-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ANYTIME ZONE ON THE EAST SIDE OF BRIDLEWOOD DRIVE FROM APPIAN TO 180 FEET SOUTHERLY.

4.8 CLAIM AGAINST THE CITY, HEIRS OF ROMEO JIMENEZ-ZAVALITA

THE CITY COUNCIL REJECTED THE CLAIM AND DIRECTED THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

4.9 FY 2012-2013 TRAUMA INTERVENTION PROGRAM AGREEMENT

THE CITY COUNCIL AUTHORIZED THE MAYOR TO EXECUTE THE FY 2012-2013 AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND TRAUMA INTERVENTION PROGRAMS, INC.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4.5 AWARD OF CONTRACT FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H**

Council Member Bressette removed this item from the Consent Calendar to discuss what he believed was unacceptable work of a recent project in Aliso Viejo that was performed by the same contractor, All American Asphalt. Public Services Director Rosenfield indicated that in his opinion, this was an issue of lack of proper inspection and management of the contract, and he would be open to receiving any suggestions from the City Council in this regard.

**MOTION TO AWARD THE CONTRACT FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, INC., IN THE LOW BID AMOUNT OF \$1,778,169.00, AND AUTHORIZED THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO THE CONTRACT DOCUMENTS, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR CARRUTH.
APPROVED BY A VOTE OF 5-0.**

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:42 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Carruth, Vice Chair Lautenschleger, Agency Members Bressette, Agency Member Kogerman, and Agency Member Songstad

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, MAY 22, 2012

MOTION TO APPROVE THE MINUTES OF THE MAY 22, 2012, REGULAR MEETING AS REFERENCED IN CITY COUNCIL MINUTES BEGINNING ON PAGE 5, BY M/AGENCY MEMBER BRESSETTE, S/VICE CHAIR LAUTENSCHLEGER.

APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE BANK, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY.

Chair Carruth opened the Public Hearing.

Chip Williams, Architect for Gensler, spoke on Conditional Use Permit/Site Development Permit No. 4-12-2219.

Austin Hahn, Civil Engineer, representative of Chase Bank, spoke on Conditional Use Permit/Site Development Permit No. 4-12-2219 and answered questions from the City Council.

Chair Carruth closed the Public Hearing.

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2012-06-12-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY; AND THE CITY COUNCIL DIRECTED STAFF TO WORK WITH THE APPLICANT TO MAKE APPROPRIATE CHANGES TO THE LANDSCAPE ENHANCEMENTS, BY M/AGENCY MEMBER SONGSTAD, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

5.5 ADMINISTRATIVE REPORTS

5.5.1 SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

Michael Mofid, owner of The Hills Hotel, spoke on the proposed new Master Sign program for The Hills Hotel and answered questions from the City Council.

Dr. Raghu Mathur, Laguna Hills, spoke in support of the owner of The Hills Hotel and the proposed new Master Sign program.

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2012-06-12-2, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT, AMENDING CONDITION OF APPROVAL NO. 13 TO ADD THE FOLLOWING SENTENCE: "THE LED READER BOARD MESSAGE COPY SHALL NOT CHANGE MORE THAN FIVE TIMES WITHIN A 24-HOUR PERIOD, BY AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER SONGSTAD.

APPROVED BY A VOTE OF 4-1 (CHAIR CARRUTH VOTING NO).

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 9:06 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

There were no Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Deputy City Manager/Community Services

7.2.1 FOURTH OF JULY EVENT BOOTHS

Council Member Kogerman announced that she had an issue with this item, as her husband was mentioned in the staff report and that he had voluntarily consulted with these two City Council candidates. Council Member Kogerman indicated there was no financial conflict of interest involved or legal reason not to participate, but in order to avoid the appearance of impropriety, she would excuse herself from the discussion and the dais, and left the meeting.

Mav Bressette, Laguna Hills, supported the proposed City policy to restrict the rental of booths to resident, nonprofit organizations only, for the Fourth of July Event.

THE CITY COUNCIL MOVED TO ESTABLISH A FORMAL POLICY OF RESTRICTING THE RENTAL OF BOOTHS AT THE ANNUAL FOURTH OF JULY CELEBRATION TO RESIDENT, NON-PROFIT ORGANIZATIONS ONLY, FOR THEIR FUND RAISING PURPOSES, BY M/MAYOR CARRUTH, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.

APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER KOGERMAN ABSENT).

Council Member Kogerman returned to the meeting.

7.3 Public Services Director/City Engineer

7.3.1 REQUEST FOR PARKING ZONE ON THE SOUTHERLY SIDE OF LA PAZ ROAD WESTERLY OF PASEO DE VALENCIA

Clarence Hauschild, Laguna Hills, spoke in favor of allowing parking on the southerly side of La Paz Road westerly of Paseo de Valencia.

John Hauschild, Mission Viejo, spoke in favor of allowing parking on the southerly side of La Paz Road westerly of Paseo de Valencia.

Pamela Dow, Laguna Hills Traffic Commissioner, spoke as a Traffic Commissioner and explained their reasoning for approving this request.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-06-12-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. 2009-10-13-2, TO ALLOW PARKING ON A PORTION OF THE SOUTHSIDE OF LA PAZ ROAD WESTERLY OF PASEO DE VALENCIA, BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 3-2 (COUNCIL MEMBER BRESSETTE, AND MAYOR CARRUTH VOTING NO).

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

8.1 MAYOR CARRUTH

8.1.1 CITY OF MISSION VIEJO SIGN CODE AMENDMENT

THE CITY COUNCIL DIRECTED STAFF TO: (1) SEND A FORMAL LETTER TO THE CITY OF MISSION VIEJO CITY COUNCIL STATING THE CITY OF LAGUNA HILLS OPPOSITION TO THE KALEIDOSCOPE PROPOSED SIGN PROGRAM, MORE SPECIFICALLY TO THE PROPOSED ELECTRONIC SIGNS AND OFF-SITE ADVERTISING; AND (2) NOTIFY ALL LAGUNA HILLS HOMEOWNER ASSOCIATIONS LOCATED ALONG THE I-5 CORRIDOR REGARDING THE PROPOSED SIGN PROGRAM AND ITS POTENTIAL IMPACT TO THE MISSION VIEJO FREEWAY CENTER OFF CABOT, BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 5-0.

9. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER KOGERMAN

Council Member Kogerman stated that she enjoyed the Laguna Hills Memorial Day Run Event.

10. CLOSED SESSION

There was no Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 10:28 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

MELODY CARRUTH, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 26, 2012.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$ 966,077.29.

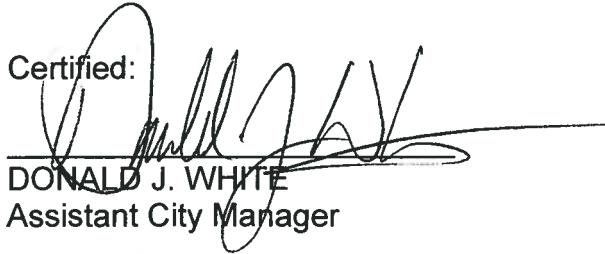
SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

6-19-12
DATE

FISCAL IMPACT:

The warrant register total is \$ 966,077.29.

ATTACHMENTS:

1. Warrant Register

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 26, 2012**

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
AT&T- CALNET 2		Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, May '12	8803426	\$ 2,534.48
AT&T MOBILITY		Wireless Service, May '12	8803424	60.92
BANK OF AMERICA		Departmental Operating Expenditures, May '12	8803446	9,330.19
CYBERSOURCE CORPORATION		eCommerce Payment Gateway Service, Online Permits, Community Development, May '12	8803459	29.00
EL TORO WATER DISTRICT		Water Usage, Parks, Apr '12	8803427	8,035.45
HILLEMANN, STEVE		Refund, SDPA Fees, CR# 44009	8803428	106.25
HMC CONSTRUCTION		Refund, C&D Deposit, CR# 43030 and 43340	8803429	6,363.60
IRVINE RANCH WATER DISTRICT		Water Usage, Parks, May '12	8803474	151.73
MOBILE MINI, INC.		Storage Rental Fee, Community Services, Jun '12	8803479	82.97
MOULTON NIGUEL WATER DISTRICT		Water Usage, Parks, Apr - May '12	8803430	13,021.65
OROS CONSULTING SERVICES, LLC		Professional Fees, Computer Consulting Services, May '12	8803431	5,492.50
RALPHS GROCERY COMPANY		Program Supplies, Community Services, May '12	8803432	15.96
REFUND, COMMUNITY SVCS PROGRAM		L. Shorter, V# 2002407002	8803493	35.00
REFUND, COMMUNITY SVCS PROGRAM		G. Schmitz, V# 2002401.002	8803494	425.00
REFUND, FACILITY RENTAL DEPOSIT		Laguna Hills High School, V# 2002393.002	8803433	500.00
REFUND, FACILITY RENTAL DEPOSIT		Laguna Hills High School Lacrosse, V# 2002397.002	8803434	450.00
REFUND, FACILITY RENTAL DEPOSIT		M. Heddesten, V# 2002389.002	8803435	250.00
REFUND, FACILITY RENTAL DEPOSIT		R. Sangalang, V# 2002387.002	8803436	430.00
REFUND, FACILITY RENTAL DEPOSIT		El Toro High School, V# 2002396.002	8803496	500.00
REFUND, FACILITY RENTAL DEPOSIT		R. Bravo, V# 2002399.002	8803497	500.00
REFUND, FACILITY RENTAL DEPOSIT		R. Arellano, V# 2002358.002	8803498	342.50
REFUND, FACILITY RENTAL FEE		R. Bravo, V# 2002398.002	8803495	300.00
REYNOLDS, DAVID		Mileage Reimbursement, Community Services, Jan - May '12	8803437	100.84
REYNOLDS, DAVID		Cash Drawer Replenishment, Ticket Sales, 4th of July Event, Community Services, Jul '12	8803438	500.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 26, 2012**

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
SAFEWAY BUILDING SERVICES	Refund, Fire Fees, CR# 44229	8803439	409.20
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights, May '12	8803440	12,369.09
SAN DIEGO GAS & ELECTRIC	Electric Usage, Traffic Control and Parks, May '11	8803501	218.04
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, May '12	8803441	874.86
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, May '12	8803506	9,177.72
SPRINT	Communication Expense, Community Services, May '12	8803507	148.15
TIME MANAGEMENT	Race Registration Services, 1/2 Marathon and 5K Event, Community Services, May '12	8803513	8,741.60
VERIZON WIRELESS	Communication Expense, May '12	8803514	684.87
WELLS FARGO FINANCIAL LEASING	Lease - Copier, Community Center, Jul '12	8803515	571.60
Total Prepaid Warrants:		\$	82,753.17
REGULAR WARRANTS:			
A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, Jun '12	8803442	\$ 1,011.66
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 04/08/12 - 05/19/12	8803443	8,550.00
ASSOCIATION OF CA CITIES -OC	Meeting Expense, Administrative Services, May '12	8803445	120.00
BEAR COMMUNICATIONS, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803447	497.41
BIG TOP RENTALS	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803448	3,639.60
BJS RESTAURANTS, INC.	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '12	8803449	102.15
BUCKNAM & ASSOCIATES, INC.	Professional Fees, Pavement Management System Update, May '12	8803450	745.00
C & A ATHLETICS	Program Supplies, Community Services, May '12	8803451	585.62
C&D ELECTRIC, INC.	Lighting Repairs and Inspections, Parks, May - Jun '12	8803452	1,119.42
C2 REPROGRAPHICS	Printing Expense, Engineering, May '12	8803453	60.66
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, City Hall, May '12	8803454	253.26
CALIFORNIA YELLOW CAB	Dial-a-Taxi, Senior Transportation Program, May '12	8803455	360.00
CARRINO, MARGARET	Professional Fees and Supplies, Paleontology, Community Services, May '12	8803456	448.84
CHARLES ABBOTT ASSOCIATES, INC	Professional Fees, Plan Checking and Building & Safety Services, May '12	8803457	7,573.10

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 26, 2012**

6/26/2012 ITEM NO. 4.2

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
COUNTY CLERK-RECORDER	Document Recording Fee, Jun '12	8803458	24.00
DATA TICKET, INC.	Parking Citation Processing Fee and Equipment Lease, Mar - Apr '12	8803460	1,847.10
DAVIS, DEREK	Program Expense, 4th of July Event, Community Services, Jul '12	8803461	2,000.00
DUNBAR ARMORED, INC.	Courier Fee, Armored Transport, Jun '12	8803462	114.07
ECONOMICS, INC.	Professional Fees, Recycling Program, May '12	8803463	4,256.24
FUN SERVICES	Program Expense, 4th of July Event, Community Services, Jul '12	8803464	1,383.00
G. NEIL COMPANIES	Office Supplies, Administrative Services, May '12	8803465	59.99
G2 CONSTRUCTION INC.	Professional Fees, Water Quality Improvements CIP # 412	8803519	61,950.00
GOLDEN, JEFF	Referee Fees, Basketball, Community Services	8803466	120.00
GOVPARTNER	Hosting Fees, Request Partner, Jun '12	8803467	500.00
GREEN MART, INC.	Operating Supplies, Parks, May '12	8803468	1,023.63
HEART OF GOLD FOUNDATION, INC.	Contract Instructor Fee, Cooking Class Spring Session, Community Services	8803469	136.50
HENRY, LUCIA	Contract Instructor Fee, Ceramics Spring Session, Community Services	8803470	483.00
IGI'S LANDSCAPE SERVICES	Professional Services, Weed Abatement, May '12	8803471	30,895.60
IRON MOUNTAIN OFFSITE	Off Site Data Storage, May '12	8803472	208.26
IRV SEAVER MOTORCYCLES	Motorcycle Maintenance, Police Services, Mar - May '12	8803473	2,273.06
JAMEY CLARK, INC.	Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, May - Jun '12	8803475	4,454.33
JCTEES.COM CORPORATION	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '12	8803476	2,748.37
LANCE, SOLL & LUNGWARD, LLP	Employee Training, Administrative Services, Jul '12	8803477	40.00
LAUTZENHISER'S STATIONERY	Office Supplies, City Clerk, May '12	8803478	282.55
NIEVES LANDSCAPE, INC.	Monthly Maintenance and Other Assorted Landscape Services, Feb - Jun '12	8803480	88,137.97
OFFICE SOLUTIONS	Office and Operating Supplies, Jun '12	8803483	2,247.51
O'NEIL, STEPHEN	Contract Instructor Fee, OC Geologic History Series, Spring Session, Community Services	8803481	750.00
ORANGE COUNTY FIRE AUTHORITY	Remittance, Fire Fees Collected, May '12	8803484	2,278.00
ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, City Clerk, May '12	8803485	1,320.49
ORANGE COUNTY TREASURER	Animal Care Services, Jan - Mar '12	8803444	8,785.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 26, 2012**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
ORANGE COUNTY TREASURER	Parking Fee Surcharge, Mar - Apr '12	8803489	2,606.38
ORANGE COUNTY TREASURER	Road Maintenance, Apr '12	8803499	12,971.32
ORANGE COUNTY TREASURER	Law Enforcement Services, Jun '12	8803520	500,584.59
PACIFIC TRAFFIC CONTROL, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803486	13,640.00
PACK, DWAYNE	Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, May '12	8803487	175.50
PAPER RECYCLING SPECIALISTS, INC.	Document Recycling Program, May '12	8803488	50.00
PIXELPUSHERS, INC.	Website Annual Maintenance, 07/01/12 - 06/30/13	8803490	4,110.00
PYRO ENGINEERING, INC.	Program Expense, 4th of July Event, Community Services, Jul '12	8803491	12,000.00
QUIKSILVER COURIER	Delivery Service, May '12	8803492	59.28
RPW SERVICES, INC.	Rodent Control, Parks, May '12	8803500	1,560.00
SECURE LIVE SCAN	Pre-employment Fingerprinting, May '12	8803502	15.00
SOCAL OFFICE TECHNOLOGIES	Printer, Maintenance and Supplies, Feb - Apr '12	8803503	1,429.27
SOUTH COAST WATERS	Facility Maintenance, Water Feature, Community Center, Jun '12	8803504	475.00
SOUTHERN CALIF MUN ATHLETIC	Insurance, Contract Instructors and Sports League Officials, Community Services	8803505	291.20
STAGE PLUS	Program Expense, 4th of July Event, Community Services, Jul '12	8803508	1,400.00
STANDARD TEL NETWORKS, LLC	Communication Maintenance Agreement, Community Center, Jul '12 - Jun '13	8803509	1,640.57
STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting, May '12	8803510	32.00
STV INCORPORATED	Professional Fees, Paseo de Valencia Widening CIP # 145	8803511	29,070.49
SUNSET PROPERTY SERVICES	Street Sweeping, May '12	8803512	10,613.77
WEST COAST ARBORISTS, INC.	Tree Inventory, Urban Reforestation, CIP # 320	8803516	825.00
WOODRUFF, SPRADLIN & SMART	Professional Fees, Legal Services, Apr '12	8803517	45,281.20
XEROX CORPORATION	Usage - Copier, City Hall, May '12	8803518	1,108.16
Total Regular Warrants:		\$	883,324.12
**WARRANT REGISTER TOTAL **		\$	966,077.29



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: PEGGY J. JOHNS
CITY CLERK**

ISSUE: RESOLUTIONS CALLING FOR THE NOVEMBER 6, 2012, GENERAL MUNICIPAL ELECTION, AND REQUEST FOR CONSOLIDATION OF THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT RESOLUTIONS ENTITLED:

(1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

(2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

SUMMARY:

The City Council must adopt a Resolution calling for the November 6, 2012, General Municipal Election. Ordinance No. 92-13 of the City of Laguna Hills consolidated the General Municipal Elections for the City of Laguna Hills with the Statewide General Elections held in November of even numbered years. However, a Resolution requesting consolidation is still required to be filed with the Orange County Board of Supervisors and the Orange County Registrar of Voters for each election. The City Council has taken no action at this point in time to place a measure on the ballot.

BACKGROUND:

The procedures for conducting a General Municipal Election are established by law. November 6, 2012, is the date of the tenth General Municipal Election for the City of Laguna Hills. The election will be for two Council Member seats.

Resolution No. 94-07-12-1 provides for a special runoff election for elective offices in the event of a tie vote. That Resolution is in effect until repealed by the City Council. With two seats open for this election, if there is a tie vote for the second seat, a special runoff election will be held.

Also attached for the information of the City Council are an Election Calendar and a press release. The press release will be issued on July 6, 2012.

FISCAL IMPACT:

\$20,000 has been budgeted for the 2012 General Municipal Election.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT RESOLUTIONS ENTITLED:

(1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

(2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

ATTACHMENTS:

- Resolution Calling the Election
- Resolution Requesting Consolidation
- Press Release
- Election Calendar

RESOLUTION NO. 2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 6, 2012, for the election of Municipal Officers.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is hereby called and ordered to be held in the City of Laguna Hills, California, on Tuesday, November 6, 2012, a General Municipal Election for the purpose of electing two Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in the form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. on the day of the election and shall remain open continuously from that time until eight o'clock p.m. on the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Election Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of the holding of the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2012- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 26TH day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

RESOLUTION NO. 2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Laguna Hills called a General Municipal Election to be held on November 6, 2012, for the purpose of the election of two Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the County Election Department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2012, for the purpose of the election of two Members of the City Council.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Laguna Hills recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Election Department of the County of Orange.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2012- adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof, held on the 12th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

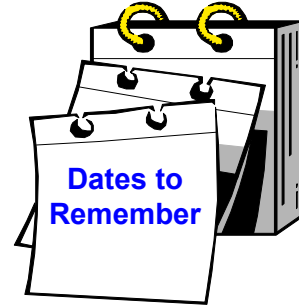
(SEAL)

PEGGY J. JOHNS, CITY CLERK

CITY OF LAGUNA HILLS ELECTION CALENDAR

GENERAL MUNICIPAL ELECTION

TUESDAY, NOVEMBER 6, 2012



July 16 to August 10 at 5:00 p.m.	Filing Period for Nomination Papers and Candidate's Statements
August 10 at 5:00 p.m.	Deadline to file Nomination Papers (the filing deadline will be extended if an incumbent does not file)
August 15 at 5:00 p.m.	End of extended Filing Period if a Council Member does not file (incumbents must file by August 10)
August 16	Secretary of State to determine order of names on ballot
October 5	Last day to file Campaign Expenditure Statements - First Pre-election Statement
October 8 to October 30	Voters may request Vote-by-Mail Ballots
October 21 to November 5 (16-1 Days prior to Election)	Notify City Clerk in writing within 24 hours of receiving a contribution(s) totaling \$1,000 or more from a single source.
October 22	Last day to register to vote
October 25	Last day to file Campaign Expenditure Statements - Second Pre-election Statement
November 6	ELECTION DAY - Polls are open 7:00 a.m. to 8:00 p.m.
December 11	Election results declared
January 31, 2013	Last day to file Campaign Expenditure Statements



NEWS RELEASE CITY OF LAGUNA HILLS

July 6, 2012

FOR IMMEDIATE RELEASE

General Municipal Election

**Contact: Peggy J. Johns, City Clerk
(949) 707-2635**

November 6, 2012, has been set by the City Council as the date for the General Municipal Election for the City of Laguna Hills. Two seats on the City Council are to be filled. The term of office is four years, and Council Members will be paid \$623.66 per month. The incumbents presently occupying these offices are Council Members L. Allan Songstad and Joel Lautenschleger. The successful candidates will take their oaths of office on December 11, 2012.

Registered voters may nominate Candidates between July 16, 2012, at 8:00 a.m. and August 10, 2012, at 5:00 p.m. Nomination Papers will be available beginning Monday, July 16, 2012. If any incumbent has not filed Nomination Papers by Friday, August 10, 2012, at 5 p.m., the nomination period will be extended for all interested persons other than incumbents to Wednesday, August 15, 2012, at 5:00 p.m. Candidates must be registered voters and reside in the City.

-more-

24035 El Toro Road, Laguna Hills, California 92653, (949) 707-2630, FAX (949) 707-2633

**July 6, 2012
City of Laguna Hills
General Municipal Election**

Each Nomination Paper must be signed by not less than 20 or more than 30 persons registered to vote in the City of Laguna Hills. Each candidate is required to file a Statement of Economic Interests disclosing investments and interests in real property when the Nomination Papers are returned for filing. There is no charge for filing Nomination Papers.

Candidates may also prepare a Statement that includes name and a brief description of no more than 200 (400) words setting forth the candidate's education and qualifications. The Statement is filed with the Nomination Papers and is included in the sample ballot materials mailed to voters. If a City Council candidate wishes to have a Candidate's Statement printed in the sample ballot, the cost for that printing must be paid by the candidate at the time the Nomination papers are filed. The cost is based on information provided by the Orange County Registrar of Voters. The estimated cost to have a 200-word Candidate's Statement printed in the sample ballot for the November 6, 2012, General Municipal Election is \$800; and the estimated cost to have a 400-word Candidate's Statement printed in the sample ballot is \$1200.

All forms required for nomination and election to municipal office are furnished by and filed with the City Clerk. City Clerk Peggy Johns said, "Although it is not required, I would recommend that prospective candidates call for an appointment to take out papers as the process takes approximately 60 minutes."

-more-

**July 6, 2012
City of Laguna Hills
General Municipal Election**

The City Clerk's office is located at 24035 El Toro Road, Laguna Hills. The hours of operation are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays. For further information, telephone (949) 707-2635.

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City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES**

**ISSUE: SUPPORT RESOLUTION FOR STATE-LOCAL PARTNERSHIP PROGRAM
FUNDING THROUGH THE ORANGE COUNTY TRANSPORTATION
AUTHORITY**

**RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION
ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA
HILLS, CALIFORNIA, AUTHORIZING APPLICATION FOR FUNDS FOR THE STATE-
LOCAL PARTNERSHIP PROGRAM FORMULA GRANT UNDER THE PROPOSITION
1B HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR QUALITY, AND PORT SECURITY
BOND ACT OF 2006 FOR MULTIPLE PROJECTS."**

SUMMARY:

The Orange County Transportation Authority (OCTA) has approved a new one-time funding program for use by all cities in the County for roadway improvements. The funding source is a portion of Proposition 1B Funds known as the State-Local Partnership Program (SLPP). Previously, the City Council authorized the submittal of three potential projects for this funding source. The funding available has been determined to only allow two of the projects to proceed; the Ridge Route Drive Pavement Rehabilitation project and the El Toro Road Pavement Rehabilitation project. A Resolution of the City Council is required in order to confirm the SLPP grant fund request in the base amount of \$318,000. In addition, the City of Laguna Woods will participate in one project (the Ridge Route Drive Pavement Rehabilitation project) and will provide an additional \$25,000 of funding through their SLPP allocation. Approval of the attached Resolution is recommended.

BACKGROUND:

Proposition 1B was approved by California voters in 2006 and provided a variety of funding sources for a variety of agencies for infrastructure improvements throughout the State. The City of Laguna Hills was allocated specific funding under Proposition 1B which has already been utilized for several roadway improvement projects. Recently, the OCTA Board of Directors approved the distribution of a County level allocation of Proposition 1B

Funds to the cities in the County for use for improvements to local streets and roads. The Proposition 1B Funding Program under which OCTA has made these funds available, on a one-time only use basis, is known as the State-Local Partnership Program. Projects utilizing this funding program must meet certain criteria as established by the State and as administered by Caltrans.

The SLPP funding is being made available on a formula basis with a minimum grant amount established for each agency. A one-to-one match ratio is required for the use of these funds and the matching funds are required to be Measure M2 Fair Share Turnback Funds. In accordance with previous City Council authorization, project applications were submitted to OCTA by May 14, 2012. The projects submitted included the pavement rehabilitation of Ridge Route Drive, the pavement rehabilitation of El Toro Road, and Access Ramp construction at various locations. The SLPP funding allocation has now been confirmed as \$318,000 and, due to one project being partially in the City of Laguna Woods, that City is providing \$25,000 of their SLPP allocation to the project. As a result of the total SLPP funds available, only the Ridge Route Drive project can be fully funded and the El Toro Road project can be partially funded. The Access Ramp project will have to be deferred to a future date.

To gain access to the SLPP funds, a Resolution, attached, must be adopted by the City Council.

FISCAL IMPACT:

The SLPP funding being offered by OCTA is a new one-time only funding source for street improvements on local streets. The use of this funding source requires an equal amount of matching funds utilizing the Measure M2 Fair Share Turnback Funds. To accommodate the "timely use of funds" requirement for SLPP funds, the Capital Improvement Program (CIP) Budget will have to be revised to shift project schedules and adjust the related budget cash-flow. The proposed Resolution also directs staff to revise the CIP Budget to reflect the receipt of the SLPP funding and the scheduling of the projects.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING APPLICATION FOR FUNDS FOR THE STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT UNDER THE PROPOSITION 1B HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR QUALITY, AND PORT SECURITY BOND ACT OF 2006 FOR MULTIPLE PROJECTS."

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2012-06-26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING APPLICATION FOR FUNDS FOR THE STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT UNDER THE PROPOSITION 1B HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR QUALITY, AND PORT SECURITY BOND ACT OF 2006 FOR MULTIPLE PROJECTS

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

WHEREAS, the California voters approved Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, which makes State-Local Partnership Program (SLPP) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for nominating proposals; and

WHEREAS, the City of Laguna Hills possesses authority to nominate projects funded using Measure M2 Fair Share and SLPP funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the City Council of the City of Laguna Hills authorizes the nomination of: (A) Ridge Route Drive Pavement Rehabilitation, and (B) El Toro Road Pavement Rehabilitation including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Hills to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Hills will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity; and

WHEREAS, with the approval of the California Department of Transportation (Caltrans), California Transportation Commission (CTC), and OCTA, the City of Laguna Hills or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the City of Laguna Hills will give Caltrans, CTC, and OCTA's representatives access to and the right to examine all records, books, papers, or documents related to the project; and

WHEREAS, the City of Laguna Hills will cause work on the project to be commenced within six months following notification from the State that funds have been

allocated by the CTC and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Laguna Hills commits \$318,000 of City of Laguna Hills' Measure M2 Fair Share to provide half of total project cost as match to the requested one-to-one match in OCTA Formula SLPP funds for a total project cost estimated to be \$636,000; and

WHEREAS, a portion of the Ridge Route Drive project is in the City of Laguna Woods, the City of Laguna Woods commits \$25,000 of their SLPP allocation to the project and the City of Laguna Hills commits its Measure M2 Fair Share to provide half of total project cost as match to the requested one-to-one match in OCTA Formula SLPP funds for a total project cost estimated to be \$50,000; and

WHEREAS, the City of Laguna Hills commits local funds as needed to cover the final project costs in excess of SLPP and its Measure M2 Fair Share; and

WHEREAS, the City of Laguna Hills will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City Council of the City of Laguna Hills authorizes the execution of any necessary Cooperative Agreements between the City of Laguna Hills and OCTA to facilitate the delivery of the project; and

WHEREAS, the City Council of the City of Laguna Hills authorizes the revision of the City of Laguna Hills' Capital Improvement Program Budget to facilitate the delivery of the project; and

WHEREAS, the City Council of the City of Laguna Hills delegates signature authority to Bruce E. Channing, City Manager, to facilitate the delivery of the project.

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 of the City of Laguna Hills does hereby authorize Kenneth H. Rosenfield, Director of Public Services, to submit SLPP funding applications and authorizes Bruce E. Channing, City Manager, as the official representative of the City of Laguna Hills, to execute the Cooperative Agreement for the SLPP funding under the Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 for the following projects:

- (A) Ridge Route Drive Pavement Rehabilitation
- (B) El Toro Road Pavement Rehabilitation

SECTION 2. The City agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

SECTION 3. The Capital Improvement Program Budget shall be revised to allocate funding for the above-described projects.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2012-06-26- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 26th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES**

ISSUE: AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING NO. C-9-0625 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE MOULTON PARKWAY TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING C-9-0625 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THERETO.

SUMMARY:

In 2011, the City entered into a Memorandum of Understanding with the Orange County Transportation Authority (OCTA) and other agencies for the traffic signal synchronization project along the length of Moulton Parkway (also known as Street of the Golden Lantern, Irvine Center Drive and Edinger Avenue). The Memorandum of Understanding expires on June 30, 2012, but the project has been slightly delayed and will need additional time. The OCTA has requested all cities that are a party to the Memorandum of Understanding approve Amendment No.1 to extend the end date of this agreement to December 31, 2012. No other changes to the Memorandum of Understanding are proposed. Approval of Amendment No. 1 to Memorandum of Understanding C-9-0625, attached, is recommended.

FISCAL IMPACT:

None

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING C-9-0625 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THERETO.

ATTACHMENTS:

- Amendment No. 1 to Memorandum of Understanding C-9-0625

NOW, THEREFORE, it is mutually understood by AUTHORITY and AGENCIES that Agreement No. C-9-0625 is hereby amended in the following particulars only:

1. Amend **ARTICLE 4. MUTUAL RESPONSIBILITIES OF ALL PARTIES**, page 7 of 15, Paragraph 11, line 5, to delete "June 30, 2012" as the expiration date and in lieu thereof insert "December 31, 2012".

The balance of said Agreement remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-0625 to be executed on the effective date above written.

CITY OF IRVINE

ORANGE COUNTY TRANSPORTATION AUTHORITY

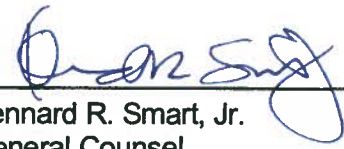
By: _____
Shawn Joyce
City Manager

By: _____
Meena Katakia
Manager, Capital Projects

ATTEST:

APPROVED AS TO FORM:

By: _____
Sharie Apodaca
City Clerk

By:  _____
Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

By: _____
Phil Kohn
City Attorney

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF TUSTIN**

4
5 By: _____
6 John Nielson
7 Mayor

8 **ATTEST:**

9 By: _____
10 Pamela Stoker
11 City Clerk

12 **APPROVED AS TO FORM:**

13
14 By: _____
15 David Kendig
16 City Attorney
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF LAGUNA HILLS**

4
5 By: _____
6 Melody Carruth
7 Mayor

8 **ATTEST:**

9 By: _____
10 Peggy J. Johns
11 City Clerk

12 **APPROVED AS TO FORM:**

13
14 By: _____
15 Gregory E. Simonian
16 City Attorney
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF LAGUNA NIGUEL**

4
5 By: _____
6 Paul Glaab
7 Mayor

8 **ATTEST:**

9 By: _____
10 Pam Lawrence
11 City Clerk

12 **APPROVED AS TO FORM:**

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14 By: _____
15 Terry E. Dixon, Esq.
16 City Attorney
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF LAGUNA WOODS**

4
5 By: _____
6 Cynthia Conners, J. D.
7 Mayor

8 **ATTEST:**

9 By: _____
10 Yolie Trippy
11 Deputy City Clerk

12 **APPROVED AS TO FORM:**

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14 By: _____
15 David B. Cosgrove
16 City Attorney
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF ALISO VIEJO**

4
5 By: _____
6 William Phillips
7 Mayor

8 **ATTEST:**

9 By: _____
10 Susan Ramos
11 City Clerk

12 **APPROVED AS TO FORM:**

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14 By: _____
15 Scott Smith
16 City Attorney
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-0625 to be executed on the effective date above written.

CITY OF DANA POINT

By: _____
Lara Anderson
Mayor

ATTEST:

By: _____
Kathy Ward
City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Munoz
City Attorney

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3
4 **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

5
6 By: _____
7 James Pinheiro
8 Deputy District Director
9 Operations and Maintenance
10
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City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND CITY COUNCIL

**FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES**

**ISSUE: RENEWED MEASURE M (M2) ANNUAL COMPLIANCE REPORTING TO THE
ORANGE COUNTY TRANSPORTATION AUTHORITY**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE ANNUAL
MEASURE M2 COMPLIANCE SUBMITTAL TO THE ORANGE COUNTY
TRANSPORTATION AUTHORITY.**

SUMMARY:

On November 7, 2006, Orange County voters approved Ordinance No. 3, the Renewed Measure M (M2) one-half cent sales tax extension. Annually, Orange County local agencies must meet eligibility requirements in order to continue to be eligible to receive M2 funds. The eligibility compliance documents are due to Orange County Transportation Authority (OCTA) by June 30th of each calendar year. The City Council is requested to review and approve the compliance submittal documents including the Seven-year Capital Improvement Program related to roadways, the Maintenance of Effort Reporting Form, the Measure M2 Eligibility Checklist and the Local Pavement Management Plan Certification.

BACKGROUND:

Annually, OCTA determines if local jurisdictions are eligible to receive Measure M2 Fair Share Funds and Competitive Funds. Under M2, in accordance with the initiative approved by Orange County voters in 2006, local jurisdictions must satisfy several requirements as outlined in the Renewed Measure M Eligibility Guidelines in order to remain eligible for receipt of these funds as follows:

- Complete the Measure M Eligibility Checklist.
- Complete the Congestion Management Program Checklist (biennially).
- Demonstrate continued funding of street maintenance at the Maintenance of Effort level determined for the City.

- Adopt, fund, and update a local Pavement Management Plan.
- Adopt a General Plan Circulation Element consistent with the Master Plan of Arterial Highways. Include City Council Resolution. (biennially).
- Follow procedural guidelines for the expenditure and accounting of Measure M2 Funds.
- Provide an adopted Seven Year Capital Improvement Program for roadway projects.

Submitted for City Council approval is the Seven Year Capital Improvement Program based upon the City's previously approved budget for roadway projects, the Maintenance of Effort Reporting Form with supporting documentation, the Measure M Eligibility Checklist, and the Pavement Management Plan Update and Certification Form. The City continues to be in compliance with all requirements of M2. Approval of these documents is recommended.

FISCAL IMPACT:

The City's Fair Share Funds under M2 are estimated to be \$500,000. Failure to remain eligible for Measure M2 Funds would put these funds in jeopardy.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE ANNUAL MEASURE M2 COMPLIANCE SUBMITTAL TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY.

ATTACHMENTS:

- Seven Year Capital Improvement Program
- Maintenance of Effort Reporting Form
- Measure M Eligibility Checklist
- Pavement Management Plan Certification

Measure M and Renewed Measure M (M2)

1

Seven Year Capital Improvement Program (Sorted by Name)
Fiscal Years 2012/2013 through 2018/2019

Agency : Laguna Hills

Project Number : n/a

Project Name : Annual Street Maintenance FY 12/13

Project Limits/Loc : Citywide street maintenance pursuant to the Pavement Management Plan.

Type Of Work : Road Maintenance

Additional TOW: rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19		
	C	1,792,000	0	0	0	0	0	0	1,792,000	1,792,000
	E	50,000	0	0	0	0	0	0	50,000	50,000
		\$1,842,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,842,000	\$1,842,000

Agency : Laguna Hills

Project Number : n/a

Project Name : Annual Street Maintenance FY 14-15

Project Limits/Loc : Citywide street maintenance pursuant to the Pavement Management Plan.

Type Of Work : Road Maintenance

Additional TOW: rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19		
	C	0	0	1,890,000	0	0	0	0	1,890,000	1,974,105
	E	0	0	55,000	0	0	0	0	55,000	55,000
		\$0	\$0	\$1,945,000	\$0	\$0	\$0	\$0	\$1,945,000	\$2,029,105

6/26/2012

Measure M and Renewed Measure M (M2)

2

Seven Year Capital Improvement Program (Sorted by Name)
Fiscal Years 2012/2013 through 2018/2019

Agency : Laguna Hills

Project Number : n/a

Project Name : Annual Street Maintenance FY 16-17

Project Limits/Loc : Citywide street maintenance pursuant to the Pavement Management Plan.

Type Of Work : Road Maintenance

Additional TOW : rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

Fund Name	Percent	Estimated Cost	Projected Cost	ExplainOther
Gas Tax	100.00%	2,064,000	2,246,164	
	100.00%	\$2,064,000	\$2,246,164	

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19		
C		0	0	0	0	2,004,000	0	0	2,004,000	2,186,164
E		0	0	0	0	60,000	0	0	60,000	60,000
		\$0	\$0	\$0	\$0	\$2,064,000	\$0	\$0	\$2,064,000	\$2,246,164

Agency : Laguna Hills

Project Number : n/a

Project Name : El Toro Road Pavement Rehabilitation

Project Limits/Loc : Paseo De Valencia to I-5 freeway

Type Of Work : Road Maintenance

Additional TOW : rehabilitation of roadway

Project Description: Pavement rxr, curb and gutter repairs, access ramp construction, AC overlay, striping and traffic loops. CIP

179

Fund Name	Percent	Estimated Cost	Projected Cost	ExplainOther
General	86.36%	475,000	505,022	
Other	13.64%	75,000	79,740	City of Lake Forest
	100.00%	\$550,000	\$584,763	

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19		
C		0	0	0	515,000	0	0	0	515,000	549,763
E		0	0	0	35,000	0	0	0	35,000	35,000
		\$0	\$0	\$0	\$550,000	\$0	\$0	\$0	\$550,000	\$584,763

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Name)
Fiscal Years 2012/2013 through 2018/2019

Agency : Laguna Hills

Project Number : n/a

Project Name : La Paz Road Sidewalk Widening

Project Limits/Loc : Northerly side of La Paz Road from Paseo De Valencia to Grissom Road.

Type Of Work : Pedestrian

Additional TOW: reconstruction or rehabilitation of sidewalk

Project Description: This project includes the construction of a standard width arterial highway sidewalk along the northerly side of La Paz Road from Paseo De Valencia to Grissom Road. This is to improve pedestrian access along La Paz Road to ADA standards. CIP 171

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19		
	C	0	0	0	130,000	0	0	0	130,000	138,775
	E	0	0	0	45,000	0	0	0	45,000	45,000
	R	0	0	0	100,000	0	0	0	100,000	106,750
		\$0	\$0	\$0	\$275,000	\$0	\$0	\$0	\$275,000	\$290,525

Agency : Laguna Hills

Project Number : n/a

Project Name : Laguna Hills Debris Gates Project

Project Limits/Loc : Various

Type Of Work : Other

Additional TOW: other

Project Description: This is a storm water pollution mitigation project. It includes the installation of debris gates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19		
	C	95,000	80,000	80,000	80,000	80,000	0	0	415,000	432,992
		\$95,000	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$415,000	\$432,992

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19		
	C	95,000	80,000	80,000	80,000	80,000	0	0	415,000	432,992
		\$95,000	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$415,000	\$432,992

4

Seven Year Capital Improvement Program (Sorted by Name)

Fiscal Years 2012/2013 through 2018/2019

Fund Name	Percent	Estimated Cost	Projected Cost	ExplainOther
General	25.00%	123,838	123,838	
ACE	75.00%	371,513	371,513	
	100.00%	\$495,351	\$495,351	

Agency : Laguna Hills

Project Number : n/a

Project Name: Paseo De Valencia Improvements

Project Limits/Loc : Paseo De Valencia from Kennington Drive to Laguna Hills Drive

Type Of Work: Road Widening

Additional TOW: add 1 lane to existing roadway in project limits

Project Description: This project includes widening of Paseo De Valencia from Kennington Dr. to Laguna Hills Dr. Scope includes lane addition, curb & gutter, irrigation/landscaping, traffic signal & striping. This funding request is from Engineering and Right of Way only.

Project Cost :		Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6Cost	FY 7 Cost	Estimated Cost	Projected Cost
			12/13	13/14	14/15	15/16	16/17	17/18	18/19		
	E		485,351	0	0	0	0	0	0	485,351	485,351
	R		10,000	0	0	0	0	0	0	10,000	10,000
			\$495,351	\$0	\$0	\$0	\$0	\$0	\$0	\$495,351	\$495,351

Agency : Laguna Hills

Project Number: n/a

Project Name: Paseo De Valencia Traffic Signal Synchronization

Project Limits/Loc : Paseo De Valencia from Cabot Road to El Toro Road

Type Of Work: Traffic Signals

Additional TOW: interconnect traffic signals to improve coordination and communication

Project Description: Synchronize 12 traffic signals along Paseo De Valencia from Cabot Road to El Toro Road.

Project Cost :		Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6Cost	FY 7 Cost	Estimated Cost	Projected Cost
			12/13	13/14	14/15	15/16	16/17	17/18	18/19		
	C		166,428	0	0	0	0	0	0	166,428	166,428
	E		72,000	0	0	0	0	0	0	72,000	72,000
			\$238,428	\$0	\$0	\$0	\$0	\$0	\$0	\$238,428	\$238,428

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Name)

Fiscal Years 2012/2013 through 2018/2019

Agency : Laguna Hills

Project Number : n/a

Project Name : Public Works Maintenance and Operations

Project Limits/Loc : Throughout the City

Type Of Work : Other

Additional TOW: other

Project Description: Public works general operations and maintenance projects throughout the City. These funds to be used in the Operating Budget.

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost	ExplainOther
		12/13	13/14	14/15	15/16	16/17	17/18	18/19			
C		585,000	614,000	645,000	677,000	711,000	746,000	784,000	4,762,000	5,109,621	
		\$585,000	\$614,000	\$645,000	\$677,000	\$711,000	\$746,000	\$784,000	\$4,762,000	\$5,109,621	

Agency : Laguna Hills

Project Number : n/a

Project Name : Ridge Route Dr Pavement Rehabilitation

Project Limits/Loc : Moulton Parkway to Avenida de la Carlota

Type Of Work : Road Maintenance

Additional TOW: rehabilitation of roadway

Project Description: Pavement rxr, curb and gutter repairs, access ramp construction, ac overlay, striping and traffic loops. CIP 172

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost	ExplainOther
		12/13	13/14	14/15	15/16	16/17	17/18	18/19			
C		0	490,000	0	0	0	0	0	490,000	500,780	
E		25,000	0	0	0	0	0	0	25,000	25,000	
		\$25,000	\$490,000	\$0	\$0	\$0	\$0	\$0	\$515,000	\$525,780	

8-Jun-12

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Name)
Fiscal Years 2012/2013 through 2018/2019

6

Agency : Laguna Hills

Project Number : n/a

Project Name : Santa Maria Ave Pavement Rehabilitation

Project Limits/Loc : Santa Maria Ave from Via Vista to --900 feet westerly.

Type Of Work : Road Maintenance

Additional TOW: rehabilitation of roadway

Project Description: This project is to include pavement removals/rehabilitation, asphalt concrete overlay, and striping. The City of Laguna Woods is the lead agency for this project that includes the pavement rehabilitation of the full length of Santa Maria Avenue.

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19			
	C	200,000	0	0	0	0	0	0	200,000	200,000	200,000
		\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000	\$200,000

Agency : Laguna Hills

Project Number : n/a

Project Name : Traffic Signal Improvements/Coordination Projects

Project Limits/Loc : Various locations

Type Of Work : Traffic Signals

Additional TOW: interconnect traffic signals to improve coordination and communication

Project Description: This project will interconnect traffic signals, provide for timing/coordination plans, and connect the systems to a central control. CIP 168

Fund Name	Percent	Estimated Cost	Projected Cost	ExplainOther
Unfunded	100.00%	600,000	624,475	M2 Signal
	100.00%	\$600,000	\$624,475	

Project Cost :	Project Phase	FY 1 Cost	FY 2 Cost	FY 3 Cost	FY 4 Cost	FY 5 Cost	FY 6 Cost	FY 7 Cost	Estimated Cost	Projected Cost	Projected Cost
		12/13	13/14	14/15	15/16	16/17	17/18	18/19			
	C	0	0	550,000	0	0	0	0	550,000	574,475	574,475
	E	0	0	50,000	0	0	0	0	50,000	50,000	50,000
		\$0	\$0	\$600,000	\$0	\$0	\$0	\$0	\$600,000	\$624,475	\$624,475

Total for Laguna Hills \$3,480,779 \$1,184,000 \$3,270,000 \$1,582,000 \$2,855,000 \$746,000 \$784,000 \$13,901,779 \$14,619,203

**MAINTENANCE OF EFFORT
REPORTING FORM**
Fiscal Year 2012-13

Reporting Jurisdiction: CITY OF LAGUNA HILLS

Type of GENERAL FUND Transportation Expenditures:

(Please attach supporting budget documentation for each line item listed below)

MAINTENANCE	Total Expenditure
Street Sweeping	\$ 130,000
Signal Maintenance Contract	125,000
Utilities	400,000
Personnel	94,570
Miscellaneous contract and other maintenance	210,500
Sub-total Maintenance	\$ 960,070

CONSTRUCTION

Streets, Signals and Lighting	
Per Attached Schedule	\$ 3,074,000
Streets, Signals and Lighting	\$ 3,074,000
Sub-total Construction	\$ 3,074,000

OTHER

Operating Expenditures	\$ 13,200
Sub-total Other	\$ 13,200

Total General Fund Transportation Expenditures	\$ 4,047,270
(less Total MOE Exclusions *)	(-) 2,829,000
MOE Expenditures	\$ 1,218,270

MOE Benchmark Requirement 268,106

(Shortfall) / Surplus \$ 950,164

Certification:

I hereby certify that the City of Laguna Hills has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year 2012-13

Signature

Date

June 18, 2012

Assistant City Manager

Title

*Funding sources include federal, state, redevelopment, and bond financing.

MAINTENANCE OF EFFORT REPORTING FORM

Attachment - Construction Schedule

Fiscal Year 2012-13

		FY12-13 BUDGET			
		CIP	Funding		
			GF	"M"	Others
CONSTRUCTION					
Streets, Signals and Lighting					
101	Annual Street Maintenance	\$ 1,842,000	\$ -	\$ -	\$ 1,842,000
	Public Works Maintenance and Operation	585,000	-	585,000	-
172	Ridge Route Dr. Pavement Rehabilitation	25,000	25,000	-	-
179	Santa Maria Ave Pavement Rehabilitation	200,000	-	-	200,000
184	Ave Calrota Pavement Rehabilitation	107,000	-	-	107,000
Flood Control					
403	Storm Drain/Slope Repair	\$ 50,000	\$ -	\$ -	\$ 50,000
410	NPDES / Water Quality Program	200,000	200,000	-	-
412	Water Quality (2) Improvements	65,000	20,000	-	45,000
		<u>\$ 3,074,000</u>	<u>\$ 245,000</u>	<u>\$ 585,000</u>	<u>\$ 2,244,000</u>
				MOE Exclusion	MOE Exclusion
MOE Exclusions		<u>\$ 2,829,000</u>			

**CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2011/12-2012/13**

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Engineering			210	
		PRIOR YEAR'S ACTUAL FY 09/10	AMENDED BUDGET FY 10/11	YEAR END ESTIMATE FY 10/11	PROPOSED BUDGET	
					FY 11/12	FY 12/13
PERSONNEL						
510.000	SALARIES - FULL TIME	191,814	198,416	192,585	192,601	196,839
518.000	AUTO ALLOWANCE	3,510	3,510	3,510	3,510	3,510
520.000	MEDICARE	2,803	2,928	2,844	2,844	2,905
521.000	RETIREMENT	43,466	45,163	44,186	46,142	47,950
530.000	HEALTH INSURANCE	26,980	27,191	25,384	27,068	29,167
530.200	GROUP LIFE	484	496	473	473	496
540.000	WORKERS COMP & SUI	1,026	1,136	1,022	1,340	1,407
542.000	DISABILITY INSURANCE	1,238	1,502	1,212	1,212	1,272
	Sub-total	271,321	280,342	271,216	275,190	283,546
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES	837	900	857	900	900
611.000	TRAINING AND EDUCATION	5,254	4,410	3,684	3,800	3,800
622.000	OPERATING SUPPLIES	165	0	0	0	0
623.000	PRINTING	373	2,000	300	500	500
626.000	SUBSCRIPTIONS & BOOKS	159	270	54	150	150
	Sub-total	6,788	7,580	4,895	5,350	5,350
CONTRACTUAL SERVICES						
700.090	COMPUTER CONSULTING SERVICES	8,970	25,000	25,000	10,000	10,000
700.100	CITY ENGINEER	95,130	78,300	40,845	43,000	63,000
700.101	TRAFFIC ENGINEER	60,235	58,350	69,604	60,000	75,000
700.250	ON-CALL ENGINEER	0	18,650	5,000	7,500	7,500
700.255	IMPROVEMENT INSPECTION	65,000	43,200	60,000	55,000	55,000
	Sub-total	229,335	223,500	200,449	175,500	210,500
CAPITAL OUTLAY						
	Sub-total	0	0	0	0	0
	TOTAL	507,444	511,422	476,560	456,040	499,396

**CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2011/12-2012/13**

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Public Works			250	
		PRIOR YEAR'S ACTUAL FY 09/10	AMENDED BUDGET FY 10/11	YEAR END ESTIMATE FY 10/11	PROPOSED BUDGET	
					FY 11/12	FY 12/13
PERSONNEL						
510.000	SALARIES - FULL TIME	195,051	198,997	193,293	192,002	196,226
518.000	AUTO ALLOWANCE	3,510	3,510	3,510	3,510	3,510
520.000	MEDICARE	2,752	2,936	2,854	2,834	2,896
521.000	RETIREMENT	54,736	57,149	55,132	58,013	59,971
530.000	HEALTH INSURANCE	40,508	45,051	39,956	27,070	29,166
530.200	GROUP LIFE	444	517	470	470	494
540.000	WORKERS COMP & SUI	1,027	1,136	1,022	1,340	1,407
542.000	DISABILITY INSURANCE	1,156	1,561	1,210	1,210	1,270
	Sub-total	299,184	310,857	297,447	286,449	294,940
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES	247	360	273	300	300
611.000	TRAINING AND EDUCATION	901	2,430	0	1,500	1,500
613.000	MILEAGE REIMBURSEMENT	435	450	264	400	400
613.100	VEHICLE - FUEL	5,270	3,960	5,451	5,500	5,500
621.000	COMPUTER SUPPLIES	1,293	2,500	727	1,500	1,500
622.000	OPERATING SUPPLIES	1,908	1,260	786	500	1,000
630.000	TELEPHONE & COMMUNICATION	3,249	5,000	3,069	4,000	4,000
631.400	ELECTRIC - ST. LIGHTS/SIG.	387,660	380,000	373,928	390,000	400,000
640.000	RENT/LEASE - FACILITY	3,132	3,500	3,116	3,600	4,100
646.100	MAINTENANCE & REPAIR- VEHICLE	1,714	1,170	1,867	1,500	1,800
	Sub-total	405,809	400,630	389,481	408,800	420,100
CONTRACTUAL SERVICES						
720.400	COUNTY EMA - STREET MAINT.	497,711	652,500	599,018	640,000	650,000
720.410	STREET SWEEPING	124,701	120,000	120,305	125,000	130,000
720.420	TRAFFIC SIGNAL MAINT.	177,435	120,000	98,050	120,000	125,000
720.730	ANN. WEED ABATEMENT PRO.	33,044	40,000	40,476	40,000	40,000
	Sub-total	832,891	932,500	857,849	925,000	945,000
CAPITAL OUTLAY						
900.000	VEHICLES	0	0	0	0	25,000
	Sub-total	0	0	0	0	25,000
	TOTAL	1,537,884	1,643,987	1,544,777	1,620,249	1,685,040

MEASURE M ELIGIBILITY CHECKLIST
--

Responsibility: Cities, County

MEASURE M CHECKLIST

YES NO

Capital Improvement Program

- | | | | |
|----|--|-------------------------------------|--------------------------|
| 1. | Did you submit your draft Measure M seven-year Capital Improvement Program (CIP) to OCTA by June 30? | ☒ | ☐ |
| a. | Did you utilize the required CIP development software? | ☒ | ☐ |
| b. | Have you indicated what percentage of funding will come from each source for each of the projects? | ☒ | ☐ |
| c. | Have you listed projects in current year dollars? | ☒ | ☐ |
| d. | Did you include all projects that are partially, fully or potentially funded by Measure M? | ☒ | ☐ |
| e. | Have you established an estimated target date prior to August for submitting your final, adopted Measure M seven-year CIP to OCTA? | ☒ | ☐ |

Maintenance of Effort

- | | | | |
|----|---|-------------------------------------|--------------------------|
| 2. | Did you submit your Maintenance of Effort certification and supporting budget documentation to OCTA by June 30? | ☒ | ☐ |
| a. | Did you use the Maintenance of Effort Reporting Form included in the GMP Preparation Manual? | ☒ | ☐ |

Pavement Management Program

- | | | | |
|----|---|-------------------------------------|--------------------------|
| 3. | Did you submit a Pavement Management Program (PMP) Update to OCTA for this eligibility cycle? | ☒ | ☐ |
| 4. | If you answered "no" to question #3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30? | ☐ | ☐ |
| a. | Did you use the current PMP Certification form? | ☐ | ☐ |
| b. | Is the PMP consistent with the OCTA Countywide Pavement Management Program? | ☐ | ☐ |

Resolution of Master Plan of Arterial Highways (MPAH) Consistency

- | | | | |
|----|---|--------------------------|-------------------------------------|
| 5. | Did you submit a resolution demonstrating consistency with the MPAH? (odd year) | ☐ | ☒ |
| 6. | Have you enclosed a figure representing your most current circulation element? (odd year) | ☐ | ☒ |

7. Do you have a current Local Signal Synchronization Plan that is consistent to the Regional Traffic Signal Synchronization Master Plan?

☒ ☐

Mitigation Fee Program

8. Does your jurisdiction currently have a defined development impact mitigation fee program in place?
- a. If you answered yes to #8, have you included a copy of your current impact fee schedule; or
- b. If you answered yes to #8, have you provided OCTA with a copy of your mitigation fee nexus study; or
- c. If you answered yes to #8, have you included a copy of your council approved policy; or
- d. If you answered yes to #8, have you provided OCTA with a copy of your council resolution approving the mitigation fee program?

☒ ☐☐ ☐☐ ☐☐ ☐☒ ☐

Time Limits For Use of Net Revenues

9. Has your jurisdiction observed the time limits for the use of net revenues over the last year per the requirements outlined in the ordinance?

☒ ☐

Supplanting of Developer Commitments

10. Has your jurisdiction insured they have not supplanted developer commitments for transportation projects and funding with Measure M funds?

☒ ☐

Planning Strategies

11. Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?
12. Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the general plan?

☒ ☐☒ ☐

Traffic Forums

13. Did representatives of your jurisdiction participate in the regional traffic forum(s)?

☒ ☐

Congestion Management Program

14. Has your jurisdiction completed the required CMP checklist?

☐ ☐

MEASURE M ELIGIBILITY CHECKLIST
--

Submitted By:

Kenneth H. Rosenfield



Director of Public Services

Name (Print)

Signature

Title

City of Laguna Hills

(949) 707-2650

June 26, 2012

Jurisdiction

Phone Number

Date

**2012 Citywide Pavement Management Program – OCTA Submittal
Final Report – June 1, 2012**

Pavement Management Program Certification

Date 6-1-2012

**RENEWED MEASURE M
LOCAL PAVEMENT MANAGEMENT PLAN CERTIFICATION**

The City/County of Laguna Hills certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Local Transportation Authority Ordinance No. 3. This resolution requires that a Local Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from Measure M.

The system was developed by Bucknam & Associates * using the MicroPaver pavement management system, and contains, at a minimum, the following elements:

- Inventory of MPAH and local routes reviewed and updated biennially. The last update of the inventory was completed MPAH 2011, Locals 2011
- Assessment of pavement condition for all routes in the system, updated biennially. The last field review of pavement condition was completed MPAH 2011, Locals 2011
- Percentage of all sections of pavement needing:
Rehabilitation 21% Replacement 1%
- Budget needs for preventative maintenance, rehabilitation and/or reconstruction of deficient sections of pavement for:
Current biennial period \$1.85 M Following biennial period \$1.95 M
- The Local Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Program Guidelines adopted by the OCTA Board of Directors on May 24, 2010.

* An electronic copy of the Local Pavement Management Plan with Micro Paver compatible files must be submitted with the certification statement.

A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Laguna Hills

Local Jurisdiction

Kenneth H Rosenfield

Name (Print)

[Signature]

Signed

Director of Public Works

Title





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES**

**ISSUE: FIRST AND FINAL PAYMENT TO G2 CONSTRUCTION, INC., FOR THE
WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT,
CIP NO. 412A**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FIRST AND
FINAL PAYMENT TO G2 CONSTRUCTION, INC., IN THE AMOUNT OF \$61,950 FOR
THE WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP
NO. 412A**

SUMMARY:

The Catch Basin Debris Gate Phase 1 project began in December 2011 and has been fully completed. The Contractor, G2 Construction, Inc., has fabricated and installed debris gates at sixty eight locations in the City. Staff has inspected and field checked all the locations. The Contractor has requested final payment. Approval of the first and final payment is recommended.

BACKGROUND:

As a part of Orange County Transportation Authority's (OCTA) Measure M2 Environmental Cleanup Allocation Program (ECP) Tier 1 Grant Program, the City was awarded \$61,950 to install catch basin debris gates/screens at various locations in the City. The City's selected contractor, G2 Construction, Inc., installed debris gates at sixty eight locations throughout the City. The contractor completed construction in late May 2012.

Upon construction commencement, it was noted that six locations were inappropriate for retrofit based upon unique site conditions. These six locations were replaced with five equivalent size catch basin retrofits. The completed list of catch basin retrofit locations is included as an attachment to this report. The contractor has submitted his first and final payment request for the completed work. Payment is recommended.

FISCAL IMPACT:

The Water Quality Improvement catch basin debris gate project, CIP No. 412A, is included in the current Fiscal Year Capital Improvement Program Budget.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FIRST AND FINAL PAYMENT TO G2 CONSTRUCTION, INC., IN THE AMOUNT OF \$61,950 FOR THE WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP NO. 412A

ATTACHMENTS:

- Debris Gate Locations

City of Laguna Hills

Debris Gates Installation List FY 2011-2012

1.	Lake Forest N/S W/O I-5 Fwy O/R
2.	Lake Forest N/S at Research Dr.
3.	Lake Forest N/S W/O Research Dr.
4.	Lake Forest N/S E/O of Moulton @ center median
5.	Lake Forest N/S W/O Moulton @ center median
6.	Lake Forest N/S At Triton Wy
7.	Lake Forest N/S E/O Scientific Wy.
8.	Lake Forest N/S W/O Scientific Wy.
9.	Lake Forest N/S W/O Scientific Wy.
10.	Lake Forest N/S At Tesla Wy.
11.	Lake Forest S/S 200' E/O Santa Vittoria
12.	Lake Forest S/S 650' E/O Santa Vittoria
13.	Lake Forest S/S 1100' E/O Santa Vittoria
14.	Lake Forest S/S 40' E/O Mill Creek
15.	Lake Forest S/S 300' E/O Mill Creek
16.	Lake Forest S/S 40' E/O Triton Wy.
17.	Lake Forest S/S 600' E/O Moulton Pkwy.
18.	Mill Creek 900' S/O Lake Forest W/S
19.	Mill Creek 300' N/O Ridge Route W/S
20.	Mill Creek 300' N/O Ridge Route E/S
21.	Plaza Pointe S/O Ave Carlota W/S
22.	Plaza Pointe S/O Ave. Carlota E/S
23.	Peralta N/O Ridge Route E/S
24.	Del lago S/O La Cadena W/S
25.	Del lago S/O La Cadena E/S
26.	Del lago N/O La Cadena E/S
27.	Del Lago N/O La Cadena W/S
28.	Del lago south of Lake Forest E/S
29.	La Cadena E/O Del lago S/S
30.	La Cadena E/O Del lago N/S
31.	Terra Dr.
32.	Verdugo W/S at La Cadena
33.	Verdugo E/S at La Cadena
34.	Barbera E/O S. Vittoria S/S
35.	Barbera E/O S. Vittoria N/S
36.	Marsala
37.	Lipari
38.	Adamo
39.	Formello
40.	Genova
41.	Ancona N/S
	*Ancona S/S @ 22662 Ancona
42.	**Ridge Route e/o Santa Vittoria S/S

	*Santa Vittoria 165' S/O Barbera E/S
43	Genova
44	**Commerce Ctr Dr
	*Santa Vittoria 165' S/O Barbera W/S
45	**Ave de la Carlota 300' s/o Ridge Route
46	Santa Vittoria 50' S/O Ridge Route E/S
47	Santa Vittoria 100' S/O Ridge Route E/S
48	Santa Vittoria 20' S/O Ridge Route W/S
49	Santa Vittoria 80' S/O Ridge Route W/S
50	Santa Vittoria 120' S/O Ridge Route W/S
51	Santa Vittoria 20' N/O Ridge Route E/S
52	Santa Vittoria 80' N/O Ridge Route E/S
53	Santa Vittoria 30' N/O Ridge Route W/S
54	Santa Vittoria 80' N/O Ridge Route W/S
55	Santa Vittoria at Camino Jalisco E/S
56	Santa Vittoria 60' N/O Camino Jalisco E/S
57	Santa Vittoria 20' N/O Camino Jalisco W/S
58	Santa Vittoria 60' N/O Camino Jalisco W/S
59	Santa Vittoria 20' N/O Bassano East E/S
60	Santa Vittoria 20' N/O Bassano West W/S
61	Santa Vittoria 20' S/O Lake Forest Dr. E/S
62	Santa Vittoria 100' S/O Lake Forest Dr. E/S
63	Santa Vittoria 40' S/O Lake Forest Dr. W/S
64	Santa Vittoria 100' S/O Lake Forest Dr. W/S
	* Santa Vittoria 300' S/O Lake Forest Dr.
	* Santa Vittoria 315' S/O Lake Forest Dr.
65	**Ridge Route n/o Santa Vittoria N/S
	*Ave. de la Carlota 50' N/O I-5 off ramp
66	**Lake Forest E/O Scientific N/S
67	Ave. de la Carlota 50' N/O Plaza Pointe
68	Ave. de la Carlota 100' N/O Plaza Pointe

*Deleted locations

**New locations



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES

ISSUE: REALLOCATION OF PROPOSITION 1B FUNDING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE REALLOCATION OF PROPOSITION 1B FUNDS TO MULTIPLE STREET IMPROVEMENT PROJECTS AS DETAILED HEREIN.

SUMMARY:

The City was previously allocated Proposition 1B funds by the State for use on the Avenida de la Carlota Widening Improvement Project, CIP No. 164. The total available funds for that project exceed the need for all of the allocated Proposition 1B funds to be utilized for that project. The State allows Proposition 1B funding to be reallocated to other projects provided the reallocation is presented at a public meeting and approved by the City Council. It is recommended that the City Council approve a reallocation of Proposition 1B funds to multiple street improvement projects as detailed herein.

BACKGROUND:

The Fiscal Year 2008-09 Proposition 1B funding from the State to the City has a current fund balance of \$454,187. These funds were originally allocated to the Avenida de la Carlota Widening Improvement Project, CIP No. 164, from Paseo de Valencia to El Toro Road. The total available funding for that project exceeds the need for utilization of all of the Proposition 1B funding. The State allows Proposition 1B funding to be reallocated to other projects provided the reallocation is presented at a public meeting and approved by the City Council. To meet the City's obligations for other street improvement projects, it is recommended that the Proposition 1B funds be reallocated as follows:

1) Santa Maria Avenue Pavement Rehabilitation	\$175,600
---	-----------

This project is for pavement resurfacing of Santa Maria Avenue from Moulton Parkway to the westerly end of the street as a cooperative project with the City of Laguna

Woods. The City is obligated to fund up to \$200,000 for the project but projected project cost savings have reduced that cost.

2) Oso Parkway Pavement Rehabilitation \$50,500

This project is for pavement resurfacing of Oso Parkway from Moulton Parkway to the westerly City limit as a cooperative project with the City of Aliso Viejo. The City is obligated to fund up to \$53,000 for the project but projected project cost savings have reduced that cost.

3) Lake Forest Drive at Avenida de la Carlota Pavement Rehabilitation \$55,000

This project is for pavement rehabilitation in the above-described intersection location and is planned to occur in July 2012.

4) Avenida de la Carlota, CIP No. 164 \$173,087

The balance of Proposition 1B funding will remain with this originally designated project.

It is recommended that the City Council approve a reallocation of Proposition 1B funds to the multiple street improvement projects as described above.

FISCAL IMPACT:

Proposition 1B Funding provides necessary funds for the implementation of needed street improvement projects that could not otherwise be implemented.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE REALLOCATION OF PROPOSITION 1B FUNDS TO MULTIPLE STREET IMPROVEMENT PROJECTS AS DETAILED HEREIN.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER/COMMUNITY SERVICES**

**ISSUE: CONTINUATION OF THE COMMERCIAL FOOD WASTE DIVERSION
PROGRAM**

**RECOMMENDATION: THAT THE CITY COUNCIL ACCEPT AND APPROVE
CR&R'S OFFER TO CONTINUE WITH THE COMMERCIAL FOOD WASTE PROGRAM
AT THE EXISTING RATE FOR COMMERCIAL RECYCLING CART SERVICE UNTIL
ANOTHER PROPOSAL IS RECEIVED.**

SUMMARY:

A commercial pilot food waste program was first implemented in the City of Laguna Hills in July 2009. The City partnered with other cities that are serviced by CR&R for a regional food waste program of which collection service began in April 2010, and was funded by a grant from the County of Orange. The grant funds expired in November 2011. At its meeting of November 22, 2011, the City Council approved and accepted CR&R's proposal to continue with the commercial food waste program at the existing rate for commercial recycling cart service from December 1, 2011, through June 30, 2012. A letter was received from CR&R, dated May 31, 2012, that offered to continue with the food waste program at the existing cart rate for commercial recycling services until its construction effort of a CR&R Anaerobic Digestion Plant is complete. This construction effort may take up to two years. CR&R will submit another proposal to the City at that time on any rate increases to accommodate a commercial food waste program.

BACKGROUND:

A commercial pilot food waste program was first implemented in the City of Laguna Hills in July 2009. The City partnered with other cities that are serviced by CR&R for a regional food waste program of which collection service began in April 2010. The regional food waste program was funded by a \$400,000 grant from the County of Orange. The grant funds expired at the end of November 2011. Businesses were not charged for this service during the grant period.

The City Council, at its November 22, 2011 meeting, approved and accepted CR&R's proposal to continue with the commercial food waste program at the existing rate for commercial recycling cart service from December 1, 2011, through June 30, 2012. The end of this proposal term is near and staff sent a letter to CR&R on May 29, 2012, requesting CR&R's intent on continuing commercial food waste service at the conclusion of the proposal term. The City received a letter from CR&R on May 31, 2012, stating its decision to continue with the food waste program at the "established rates" until the construction project of its Anaerobic Digestion Plant¹ is complete. This construction effort may take up to two years to complete. These letters are attached to this report.

The established rates, as presented in CR&R's original proposal, are the "existing contract rate(s) for 60-gallon size commercial recycle cart service" and are presented below. These commercial food waste rates will continue forward until another proposal is received from CR&R at a later date (which may be up to two years). Because the rates are already defined in the franchise agreement with CR&R, they can be adjusted on an annual basis. The rates presented below are effective July 1, 2012.

Commercial Recycling Cart Service (60 Gallon)

1 pick-up per week	\$17.63
2 pick-up per week	\$35.27
3 pick-up per week	\$52.89
4 pick-up per week	\$70.54
5 pick-up per week	\$88.16
6 pick-up per week	\$105.81

Several reasons were presented in the November 22, 2011, staff report on why the commercial food waste program should continue. These reasons are summarized below and still hold true.

- A major plan in the City's biennial budget cycle is to "Consider the implementation of a regional commercial food waste program after the funding for the current pilot food waste program expires; and research a potential food waste program for the residents of Laguna Hills."
- Food waste contains a substantial amount of moisture and therefore is a heavy waste stream. Its removal from landfill disposal is significant.
- Continuing forward at this time with this service will help promote a commercial food waste program with local businesses under the current rate structure defined in the franchise agreement.
- Allow CR&R to continue its efforts toward establishing a local composting facility.

¹ An Anaerobic Digestion Plant uses a complex technology to convert organic materials (i.e. foodwaste) into methane for thermal or electric power generation. This technology can also be used to produce Compressed Natural Gas (CNG) for use as an alternative fuel for waste and recycle material collection

- AB 341 established a legislative declaration that it is the policy goal of the State that not less than 75% of solid waste generated be source reduced, recycled, or composted by the year 2020; and requires the department (CalRecycle) to provide, by January 1, 2014, a report to the Legislature that provides strategies to achieve that policy goal. AB 341 is also specific on setting new commercial solid waste recycling requirements and emphasizes “composting” as a potential end result.
- AB 341 requires “commercial waste generators” (businesses that generate more than 4 cubic yards of commercial solid waste per week, and multi-family properties with 5 units or more) to arrange for recycling services, on and after July 1, 2012. A food waste recycling program provides another opportunity for businesses to comply with this mandate. It should be noted that CR&R’s already established recycling services of offering to businesses and multi-family units a commingled recycling bin(s) and processing commercial trash at a material recovery facility are recognized diversion options in AB 341.

FISCAL IMPACT:

There is no fiscal impact to the City for acceptance of CR&R’s offer to continue the food waste program.

RECOMMENDATION: THAT THE CITY COUNCIL ACCEPT AND APPROVE CR&R’S OFFER TO CONTINUE WITH THE COMMERCIAL FOOD WASTE PROGRAM AT THE EXISTING RATE FOR COMMERCIAL RECYCLING CART SERVICE UNTIL ANOTHER PROPOSAL IS RECEIVED.

ATTACHMENTS:

1. CR&R’s proposal letter dated November 16, 2011.
2. City staff letter to CR&R on “Food Waste Program Continuance” dated May 29, 2012.
3. CR&R’s response letter on “Food Waste Program Continuance” dated May 31, 2012.

November 16, 2011

Mr. David Reynolds
Deputy City Manager
City of Laguna Hills
25555 Alicia Parkway
Laguna Hills, California 92653

Re: Proposal for Commercial Food Scrap Composting/Recycling Program

Dear Mr. Reynolds,

As you are aware funding from the Orange County Grant for the Pilot Food Waste Recycling Program will be exhausted in November of this year. We believe that the results of the program and the willingness of those involved warrant the continuance beyond the funding period. CR&R is committed to working with our cities in an effort to continue this unique diversion program. We have reviewed the Franchise Agreements of partnering cities and have recommendations for your review. We propose that the South County Cities consider continuing the Program throughout each community using their existing contract rate for 60-gallon size commercial recycle cart service.

Proposal:

- Expand the current Program to all commercial customers generating food scraps.
- Flexibility of service collection from one to five days per week service.
- Provide customers with up to 2 slim line containers (included in the cart rate) for internal collection use.
- Determine Costs and participation prior to the July 2012 annual rate adjustments in each City to allow Councils the opportunity to establish new rates (up or down) for Program continuance; or eliminate the program.
- CR&R will continue to purchase new carts for customers subscribing to service.
- By June of 2012 CR&R will establish minimum thresholds for Program continuance.

Cost Analysis using Laguna Hills current rates as example:

- A 3-cubic yard bin capacity equates to six (6) 60-gallon carts.
- Assume a typical restaurant uses one 60-gallon food scrap cart three times per week (equates to one-half of a 3-yard bin).
- One 3 cubic yard bin serviced once weekly= \$112.10 per month.
- One 60-gallon Commercial Recycle Cart Serviced 3 times per week = \$51.95 (equates to one-half of a 3 cubic yard bin). This is a cost savings of \$8.63 per each 3 cubic yards of service for the compost program using the existing cart rate.

Please don't hesitate to contact me with any questions or concerns. As always, it's a pleasure being of service to the City of Laguna Hills.

Sincerely,


Dean A. Ruffridge
Senior Vice President

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax



CITY OF LAGUNA HILLS

City Manager

May 29, 2012

Dean Ruffridge
Senior Vice President, CR&R
P.O. Box 125
Stanton, CA 90680

Re: Food Waste Program Continuance

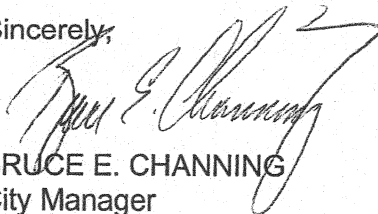
Dear Dean:

The next fiscal year is fast approaching and I am writing you to request CR&R's intention on continuing the commercial food waste program beginning July 1, 2012, for the City of Laguna Hills. You may recall that the City Council, at its November 22, 2011 meeting, accepted and approved your proposal, dated November 16, 2011, for the Commercial Food Scrap Composting/Recycling Program. Specifically, the City Council's acceptance and approval was to continue with the commercial food waste program at the existing rate for commercial recycling cart service from December 1, 2011, through June 30, 2012.

I believe that this is an important program and that it should continue to be a recycling option for the commercial sector. With the passage of AB 341, it is apparent that food waste will continue to be a targeted waste stream for the new 75% diversion goal. A new section was added to the Public Resources Code by the enactment of AB 341 to address composting capacity, and an excerpt from this section reads, "It is the intent of the Legislature to encourage the development of the additional solid waste and composting capacity that is needed to meet state objectives for decreasing solid waste disposal . . . (Public Resources Code, Section 40004. (3) (b))."

I appreciate your prompt attention to my request as any new CR&R proposal for the food waste program continuance may require City Council approval prior to July 1, 2012.

Sincerely,



BRUCE E. CHANNING
City Manager

cc: David Reynolds, Deputy City Manager

May 31, 2012

Mr. Bruce Channing
City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Re: Food Waste Program Continuance

Dear Bruce:

Thank you for your letter regarding Food Waste. After our Pilot Program in Laguna Hills and the O.C. Waste Grant Program expired, CR&R announced to our member cities that we wanted to continue the efforts in Food Waste Collection and Composting. This was continued at the established rates in each city for Commercial Recycling carts.

When we analyzed the actual costs of the Program with the member cities as well as with Economics, it was evident that our collected revenues would not cover our expenses. This was largely due to the expense of transferring Food Wastes at CRT into roll-off boxes and then transporting the materials to California Bio-Mass Composting in Thermal. The numbers didn't come close, so we stopped working on justifying the rates.

CR&R agreed to continue the Program in our member cities at the commercial recycling cart rates, as we believe the Program is needed, and we have all contributed to the successful outreach needed. In addition, you may have heard that in July CR&R will begin constructing an Anaerobic Digestion Plant in Perris. We have been permitting this for many years. This 2-year construction project will require food waste as a feed stock for the projected gas-output of the project. We want this product for the plant. With this project, cost of transportation will be dramatically reduced.

The decision was made by ownership to continue the Program at the established rates for the time being. When the Plant is completed, we will then establish our costs to be presented to you and your City Council for implementation.

Please let me know of anything further is needed for your City Council.

As always, it's a pleasure being of service to the City of Laguna Hills.

Sincerely,



Dean A. Ruffridge,
Senior Vice President

CC: David Reynolds

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT TOM BEHRENS
CHIEF OF POLICE SERVICES**

ISSUE: FY 2012-2013 SCHOOL CROSSING GUARD AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE CROSSING GUARD SERVICES AGREEMENT BETWEEN ALL CITY MANAGEMENT SERVICES AND THE CITY OF LAGUNA HILLS FOR SCHOOL CROSSING GUARD SERVICES FOR FY 2012-2013.

SUMMARY:

Since 1994, the City of Laguna Hills has contracted with All City Management Services to provide six (6) crossing guards at five (5) locations throughout the City. All City Management Services has continued to be a reliable and cost effective method of providing this needed service. Staff recommends that the City Council continue the current level of service provided in the Agreement for FY 2012-2013.

FISCAL IMPACT:

The projected number of hours for crossing guard services this year, including summer school, is four thousand, three hundred and twenty (4,320) hours. The contract cost for FY 2012-2013 shall not exceed sixty-three thousand and seventy-two dollars (\$63,072). The proposal includes a cost increase of two and a half percent over the FY 2011-2012 agreement.

ATTACHMENTS:

- Crossing Guard Services Agreement

CROSSING GUARD SERVICES AGREEMENT
(All-City Management Services, Inc.)

THIS AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is made and entered into this 26th day of June, 2012, by and between the City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("City"), and All-City Management Services, Inc., a California Corporation ("Contractor").

RECITALS

A. City requires the services of personnel equipped and trained in appropriate procedures for crossing pedestrians in designated marked crosswalks for general pedestrian safety and school crossing areas in the City ("Project").

B. Contractor has submitted to City a proposal to provide crossing guard services to City pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide crossing guard services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A". Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed in accordance with the schedule of fees set forth in Exhibit "A," which maximum contract amount shall not exceed \$63,072.00.

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's finance manager, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. The City shall have the right to determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The City Manager, on behalf of the City, shall be authorized with the ability to adjust, modify, delete from, or revise the attached work schedule/locations at any time and shall notify the Contractor in writing of any changes. Such adjustments/modifications shall not be considered a change in the Scope of Services requiring a written amendment.

In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product as required by any subsequent enactment or change of law;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 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 City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of 12 months, commencing on July 1, 2012, and ending on June 30, 2013, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Baron Farwell, General Manager. It is expressly understood that the experience, knowledge, education, capability, 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 Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Contractor agrees to assign the following individuals to perform the services set forth herein. Contractor shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

Name:

Title:

To be determined by Contractor

Crossing Guards

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

6.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least 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; the commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' Compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

6.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund.

6.1.3 Verification of Coverage. Contractor shall furnish City with both original certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

6.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a

bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

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

7. RECORDS AND REPORTS

7.1 Reports. Contractor 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.

7.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

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

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, or general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, CA 92653

To Contractor:

All-City Management Services, Inc.
Attention: General Manager
10440 Pioneer Blvd., Suite #5
Santa Fe Springs, CA 90670

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability

shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Laguna Hills

Date: _____

By: _____
Melody Carruth,
Mayor

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Peggy J. Johns,
City Clerk

“CONTRACTOR”
All-City Management Services, Inc.

Date: _____

By : _____
Baron Farwell,
President

Date: _____

By : _____
Demetra Farwell,
Secretary

EXHIBIT “A”

CONTRACTOR’S SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Schedule of Performance

(comprised collectively of three separate documents:

- 1) a letter from Demetra Farwell to Lieutenant Tom Behrens, dated June 21, 2012, regarding the proposed billing rate for Fiscal Year 2012-2013;
- 2) a document entitled "Exhibit 'A' Scope of Services"; and
- 3) a matrix constituting a schedule of performance.)



ALL CITY MANAGEMENT SERVICES

EXHIBIT "A"

June 21, 2012

Lieutenant Tom Behrens
City of Laguna Hills
24035 El Toro Rd.
Laguna Hills, CA 92653

Lieutenant Tom Behrens:

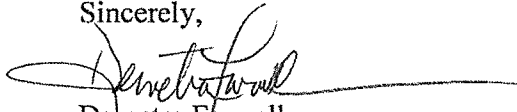
As the current contractor for School Crossing Guard services, please allow this letter to serve as confirmation of All City Management Services' interest in continuing service with the City of Laguna Hills. We are interested in entering into a new agreement with the City of Laguna Hills beginning July 1, 2012.

The proposed billing rate for the new agreement will be \$14.60 per hour, per guard for the approximate 4,320 hours worked during the school year. This yields an estimated total of \$63,072.00 for the Fiscal Year 2012-2013.

Please find the proposed Scope of Service and Matrix (Exhibit "A") attached to this letter. We will continue to honor the provisions and covenants of the original agreement until a proposed new agreement is drafted.

If you have further requests or need additional information please feel free to contact me at (800) 540-9290.

Sincerely,


Demetra Farwell
Corporate Secretary
Administrative Services Manager

"The Crossing Guard Company"

10440 Pioneer Blvd., Ste. #5, Santa Fe Springs, CA 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

EXHIBIT "A"
SCOPE OF SERVICES

1. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
2. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
3. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.
4. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
5. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Malibu are in session.
6. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop Signs and appropriate safety vest.
7. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Fourteen Dollars and Sixty Cents (\$14.60) per hour, with a minimum of 4 hours, per day, per site. It is understood and agreed that contractor's compensation shall not exceed Sixty-Three Thousand and Seventy-Two dollars and 00/100 (\$63,072.00).



Payne, Carrie Ph:714.231.9369		203101 / Laguna Hills Page 1 of 1				
Last Updated:		MON	TUE	WED	THU	FRI
Alicia/Wilkes Lomarena Elem. 949.581.1370 Dis:Saddleback Valley School District	1.1 / CERT Holder, Marcy Reg:4 Other:4 H: 949.707.4549	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 01:05 - 01:50	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05
Alicia/Wilkes Lomarena Elem. 949.581.1370 Dis:Saddleback Valley School District	1.2 / CERT Nieradka, Denise Reg:4 Other:4 H: 949.586.1144	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 01:05 - 01:50	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05
Earhart/Barents Lomarena Elem. 949.581.1370 Dis:Saddleback Valley School District	2 / CERT Bostwick, Jennifer Reg:4 Other:4 H: 949.433.0474	07:40 - 08:25 02:20 - 03:05	07:40 - 08:25 02:20 - 03:05	07:40 - 08:25 01:00 - 01:45	07:40 - 08:25 02:20 - 03:05	07:40 - 08:25 02:20 - 03:05
Santa Victoria/Barbera San Joaquin Elem. 949.581.3450 Dis:Saddleback Valley School District	3 / CERT Miller, John Reg:4 Other:0 H: 949.830.6022	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30
La Paz/ Paseo De Valencia Valencia Elem. 949.830.3650 Dis:Saddleback Valley School District	4.1 / CERT Sullivan, Carol Reg:4 Other:0 H: 949.859.6774	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05
La Paz/Paseo De Valencia Valencia Elem. 949.830.3650 Dis:Saddleback Valley School District	4.2 / CERT Bledsoe, Christina Reg:4 Other:0 H: 949.228.3568	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR
2012/13**

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012/13 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE."

SUMMARY:

In accordance with Article XIIIB of the California Constitution, which placed limits on the amounts of revenue that can be spent by public entities from proceeds of taxes, the City is required to establish a new appropriations limit each year. By applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for fiscal year 2012/13 is calculated to be \$30,384,635. Staff has determined that the City will be under the limit by \$19,788,193 for the budget year 2012/13. A Resolution establishing the limit for fiscal year 2012/13 is attached to this report. The accompanying schedules and appropriation summary page show how this limit was calculated.

BACKGROUND:

As required by law, the voters approved an appropriations limit of \$9,102,336 for fiscal year 1993/94, the City's first full fiscal year of operation. This limit serves as the "base year" and is adjusted annually based on population and inflation factors. In fiscal year 1996/97, the limit was adjusted by \$2,032,217 in order to account for the anticipated increase in revenues due to the annexation of North Laguna Hills. This amount was based on the information available from the County. Subsequently, actual revenues exceeded

the initial forecast, thus an additional revenue amendment of \$1,858,438 was factored into the fiscal year 1999/00 limit calculation. In fiscal year 2001/02, the limit was amended in order to use the City's actual population change to reflect the increase in the City's population as a result of the Westside annexation.

Applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for fiscal year 2012/13 is calculated to be \$30,384,635. This calculation must be made available to the public for 15 days prior to adoption. This requirement has been satisfied.

Pursuant to State Law, the City may not appropriate any proceeds of taxes it receives in excess of \$30,384,635 for fiscal year 2012/13. The anticipated proceeds of taxes minus the capital outlays and other qualified exclusions for this fiscal year resulted in an amount of \$10,596,442 subject to the limit, which is well below the legal limit by \$19,788,193. The following calculation shows the amount under the limit for fiscal year 2012/13:

Appropriations Limit

Total FY 2012/13 Appropriations Limit	\$29,022,451
Less: Total Subject to Appropriations Limit	<u>10,596,442</u>
Amount Under the Appropriations Limit	<u><u>\$ 19,788,193</u></u>

State law also requires that the annual calculation of the Limit be reviewed as part of an annual financial audit. This annual review evaluates the accuracy of the computations and the adequacy of documentation. In compliance with the requirements of Section 1.5 of Article XIII B of the California Constitution, an agreed upon procedures engagement is performed by the City's auditors as part of the annual financial audit each fiscal year.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012/13 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE."

ATTACHMENTS:

- Resolution
- Schedules Calculating the Appropriation Limit for Fiscal Year 2012/13

RESOLUTION NO. 2012-06-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012/13 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE

WHEREAS, Article XIII B requires public entities in the State of California to set an annual Appropriations Limit; and

WHEREAS, the league of California Cities issued in March 1991 uniform guidelines for the implementation of the provision of Article XIII B of the California Constitution; and

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the FY 2012/13; and

WHEREAS, Article XIII B requires the City Council to select the population and inflation factors for the year's Appropriations Limit calculation; and

WHEREAS, the Appropriations Limit must be adhered to in adopting the City's Biennial Budget.

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

SECTION 1. That in accordance with Article XIII B of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2012, is established at \$30,384,635.

SECTION 2. That the inflation factor being utilized to calculate the FY 2012/13 is based on the California per capita income.

SECTION 3. That the population factor being utilized to calculate FY 2012/13 Appropriations Limit is the population growth for the County of Orange.

SECTION 4. That the Appropriations Limit shall not be exceeded in the adopted budget nor by any proposed amendment to the budget.

PASSED, APPROVED, AND ADOPTED this 26th day of June, 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of
Resolution No. 2012-06-26-X adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 26th day of June 2012, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

Exhibit A
CITY OF LAGUNA HILLS
Appropriations Limit Summary

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the "Gann Initiative." The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue, which can be spent by all entities of government from the "proceeds of taxes." Proposition 4 became effective for the 1980-81 fiscal year, but the formula for calculating the limit was based on the 1978-79 "base year" revenues.

Section 9710 of the California Government Code, added in 1980 by the State Legislature, provides that "each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year..."

In order to address the increasing number of complaints by agencies about the restrictions of Proposition 4, and to provide guidelines for local governments in adopting their limits, the voters approved Proposition 111 in June 1990. Among other things, Proposition 111 provided new adjustment formulas, which make the Appropriations Limit more responsive to local growth issues. Proposition 111 also established a requirement for an annual review of Limit calculations.

Comparing the FY2012/13 Appropriations Limit of \$30,384,635 and the Appropriations Subject to the Limit of \$10,596,442 indicates that the City will be well below its Appropriations Limit. The City's budgeted revenues for FY2012/13 subject to limitation will be below its legal limit by \$19,788,193.

2011/12 Appropriations Limit

2011/12 change in per capita personal income	2.51%
2011/12 change in County population	0.70%
\$28,115,019 x 1.0251 x 1.0070	\$ 29,022,451

2012/13 Appropriations Limit

2012/13 change in per capita personal income	3.77%
2012/13 change in County population	0.89%
\$29,022,451 x 1.0377 x 1.0089	\$ 30,384,635

CITY OF LAGUNA HILLS

ANNUAL APPROPRIATIONS LIMIT

Fiscal Year Appropriation Limit	Inflation Adjustment ^{(a) (f)} Factor	Population Adjustment ^(a) Factor	Total Growth Factor	Appropriations Limit ^(b)	Adjustment for Annexation	Adjusted Appropriations Limit
1993-94	1.0272	1.0215	1.04928	\$9,102,336		
1994-95	1.0071	1.0164	1.02362	\$9,317,301		
1995-96	1.0472	1.0172	1.06521	\$9,924,899		
1996-97	1.0467	1.0105	1.05772	\$10,497,813	\$2,032,217 ^c	\$12,530,030
1997-98	1.0467	1.0107	1.05791	\$13,255,633		\$13,255,633
1998-99	1.0415	1.0169	1.05915	\$14,039,638		\$14,039,638
1999-00	1.0453	1.0177	1.06380	\$14,935,393	\$1,858,438 ^d	\$16,793,831
2000-01	1.0491	1.0156	1.06547	\$17,893,255		\$17,893,255
2001-02	1.0782	1.0817	1.16629	\$20,868,705		\$20,868,705
2002-03	0.9873	1.0113	0.99846	\$20,836,494		\$20,836,494
2003-04 ^e	1.0231	1.0096 ^e	1.03292 ^e	\$21,522,468 ^e		\$21,522,468 ^e
2003-04 ^e	1.0231	1.0165 ^e	1.03998 ^e	\$21,669,561 ^e		\$21,669,561 ^e
2004-05	1.0328	1.0142	1.04747	\$22,698,123		\$22,698,123
2005-06	1.0526	1.0113	1.06449	\$24,162,025		\$24,162,025
2006-07	1.0396	1.0083	1.04823	\$25,327,327		\$25,327,327
2007-08	1.0442	1.0084	1.05297	\$26,668,948		\$26,668,948
2008-09	1.0429	1.0102	1.05354	\$28,096,739		\$28,096,739
2009-10	1.0062	1.0102	1.01646	\$28,559,303		\$28,559,303
2010-11	0.9746	1.0101	0.98444	\$28,115,019		\$28,115,019
2011-12	1.0251	1.0070	1.03228	\$29,022,451		\$29,022,451
2012-13	1.0377	1.0089	1.04694	\$30,384,635		\$30,384,635

^(a) Source: California Department of Finance

^(b) Permanent Limit of \$9,102,336 was adopted following the first fiscal year of operations. The Limit was approved by voters on November 8, 1994 adopted by Resolution 94-06-28-3.

^(c) The Appropriations limit is increased by the transfer of revenues from the County following the annexation effective July 1, 1996.

^(d) The Appropriations limit is adjusted by amending the revenues attributable to annexation, based on actual receipts for FY96/97 & FY97/98.

^(e) Amended Appropriation Limit using the annual percentage change in the County population.

^(f) Subdivision (e) of Section 8 of Article XIII B of the California Constitution defines "change in the cost of living" as either (1) the percentage change in California per capital personal income from the preceding year or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2012/13

APPROPRIATIONS LIMIT

Fiscal Year 2011/12 Appropriations Limit		\$	29,022,451
<i>Adjustment Factors</i>			
A. Inflation adjustment factor	1.0377		
B. Population adjustment factor	1.0089		
Total Adjustment Factor (A x B)	1.0469		
Annual Adjustment			1,362,184
Fiscal Year 2012/13 Appropriations Limit		\$	30,384,635

APPROPRIATIONS SUBJECT TO LIMITATION

	Fiscal Year 2012/13 Budget	
Proceeds of Taxes		
Property Tax	\$	8,680,357
Sales Tax		5,612,054
Transient Occupancy Tax		1,100,000
Motor Vehicle In Lieu		126,380
Interest Earned from Net Invested Taxes		59,351
Total Proceeds of Taxes	\$	15,578,142
Less: Exclusions		
Federal Mandates	\$	2,833,513
Qualified Capital Outlays		345,000
Qualified Debt Service		1,803,187
Total Exclusions	\$	4,981,700
Total Appropriations Subject to Limitation	\$	10,596,442
(Over)/Under Appropriations Limit		19,788,193



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT TOM BEHRENS
CHIEF OF POLICE SERVICES**

**ISSUE: PARTICIPATION IN THE COUNTYWIDE PUBLIC MASS NOTIFICATION
SYSTEM – “ALERTOC”**

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER
TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF
ORANGE AND THE CITY OF LAGUNA HILLS FOR USE OF THE COUNTYWIDE
EMERGENCY PUBLIC MASS NOTIFICATION SYSTEM, “ALERTOC.”**

SUMMARY:

The County of Orange Chief Executive Office (CEO) and local emergency management professionals have implemented a countywide public mass notification system taking advantage of the newest technologies. The system, named AlertOC, was developed to be utilized by both the County of Orange for regional use, and the individual cities and special districts for localized emergencies. The County's system has been operational since July 2008 and individual cities have adopted the system for local use.

BACKGROUND:

The intent of the AlertOC system is to disseminate early warning and time sensitive information to residents and businesses during a disaster or other emergency event. AlertOC is available 24 hours a day, seven days a week and messages may be sent by phone, email, and text. The system is pre-loaded with Orange County landline phone numbers, listed and unlisted, drawn from the E911 database of telephone service providers. Additionally, mapping technology to associate phone numbers to their geographic locations is included in the software to allow users to target call recipients using a map.

The E911 database is refreshed on a quarterly basis and residents and businesses have the ability to self-register with additional contact information such as cell phones, email addresses, and out-of-area landlines through a link on the City's website.

The AlertOC system may be used to send messages describing an emergency situation and advising the public of recommended action they should take. It is particularly valuable in that it can be used to target specific geographic areas or population groups affected by the event, and City staff is able to define the message to be sent. The AlertOC system can also be used for inter-departmental communications for City staff members. This feature provides a quick and efficient notification method for City employees in the event an emergency response becomes necessary (e.g. - EOC staffing).

Emergency public notifications are limited to critical public safety related information that must be rapidly disseminated to the public, including:

- Imminent or perceived threat to life or property
- Disaster notifications
- Evacuation notifications
- Public health emergencies
- Public safety emergencies
- Any notification to provide emergency information to a defined community

As a general rule, emergency notifications are to be used when the public is being asked to take a specific action such as evacuate, prepare to evacuate, shelter in place, boil tap water, or notification of the closure of an incident.

Inter-departmental communications are emergency or non-emergency communications of an official nature to first responders, City staff, City Council or other internal City functions.

Certain staff members will be trained and authorized to access the system, create messages, define recipient populations, and send messages.

The City also has the option of entering into a separate contract agreement between the City and the AlertOC vendor to provide a non-emergency community messaging system. This system could be used by the City to disseminate announcements of community events or meetings, road closures or scheduled maintenance, facility closings, crime watch notices or other community news. The separate contract would carry a cost of \$1.00 per household or business in the City enrolled in the system, or approximately \$11,200 annually. This option was deemed financially unfeasible during the current budget cycle, however. Staff will re-evaluate this option in future budget preparations.

Staff believes that the Countywide AlertOC system is an excellent tool for the City to rapidly and effectively provide emergency information to selected populations or to the community at large.

In order to participate in the AlertOC system, the City is required to approve an MOU with the County of Orange, outlining our responsibilities as a participant.

At this time staff recommends executing the new MOU for the AlertOC system for emergency use only.

FISCAL IMPACT:

There is no cost to participate in the AlertOC program. The County of Orange has purchased the system, administers the vendor contract, and will purchase periodic updates to the E911 database and geographic maps through June 2013, which is the term of the MOU.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS FOR USE OF THE COUNTYWIDE EMERGENCY PUBLIC MASS NOTIFICATION SYSTEM, "ALERTOC."

ATTACHMENTS:

- Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
PARTICIPANTS
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as "MOU," dated _____, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as "PARTICIPANT" or collectively as "PARTICIPANTS."

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System ("System") for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No. N1000009880 ("Agreement") with NTI Group, Inc. (now Blackboard Connect, Inc.), for the provision of Public Mass Notification System Services, on or about May 6, 2008 and subsequently amended, attached hereto as Exhibit A, to disseminate critical, time-sensitive emergency information to COUNTY's citizens and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, Blackboard Connect, Inc. agrees to provide to PARTICIPANTS the services agreed to by Blackboard Connect, Inc. and COUNTY as contained under the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements identified and incorporated herein as Exhibit A (Orange County Agreement No. N1000009880), Exhibit B (Countywide Public Mass Notification System Policy and Guideline) and Exhibit C (Nondisclosure Document), and the terms of this MOU to receive the benefits under the Agreement.

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

“Agreement” shall refer to Orange County Agreement No. N1000009880 between COUNTY and Blackboard Connect, Inc. The Agreement is attached to this MOU as Exhibit A.

“Countywide” shall mean all geographic locations in Orange County, California.

“Contact information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Exhibits.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS’ respective jurisdictions.

“Emergency information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

“Emergency notification situation” shall mean instances when emergency information is to be distributed through the System.

“Non-emergency information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’s jurisdiction to justify the use of the System to distribute such information.

“Non-emergency notification situation” shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT’S jurisdiction and the PARTICIPANT uses the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Blackboard Connect, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

- II. Hold Harmless:** PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITIES”) from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers,

agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, or licensees. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, or licensees.

- III. **Term:** This MOU shall be in effect from July 1, 2012 and shall expire on June 30, 2013, unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph IX. Termination, below.
- IV. **Scope of Services:** PARTICIPANTS shall receive from Blackboard Connect, Inc. the same services provided by Blackboard Connect, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS. PARTICIPANTS and Blackboard Connect, Inc. acknowledge and agree that any actions taken by Blackboard Connect, Inc. or any PARTICIPANT under the scope of the Agreement and this MOU are the responsibility of Blackboard Connect, Inc. and the respective PARTICIPANT.
- V. **Use:** Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Exhibit A, B and C. All PARTICIPANTS agree to the terms and conditions contained in Exhibits A, B, and C. COUNTY retains the right to update Exhibits A, B, and C as needed, in whole or in part, during the life of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Paragraph X. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

PARTICIPANTS may arrange for the use of the System with Blackboard Connect, Inc. to distribute non-emergency information. However, any agreement reached between Blackboard Connect, Inc. and any PARTICIPANT for the use of the System for non-

emergency notification situations shall exist only between Blackboard Connect, Inc. and the PARTICIPANT. In accordance with Paragraph II. Hold Harmless, above, COUNTY shall be held harmless and indemnified by the PARTICIPANTS and Blackboard Connect, Inc. from any actions whatsoever arising from any PARTICIPANT's use of the System for non-emergency services.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (June 30, 2008)", attached hereto as Exhibit B.

- VI. Compensation:** All compensation owed by PARTICIPANTS to Blackboard Connect, Inc. shall be made between PARTICIPANTS and Blackboard Connect, Inc.
- VII. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department
Emergency Management Bureau
Attn: Donna Boston / Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VIII. Confidentiality:** Each party agrees to maintain the confidentiality of all related records and information of the other party pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872.
- IX. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VII. Notice, above. Such notice shall be delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless in its entirety and Paragraph VIII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as,

export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS six-month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph X. Amendments, below.

- X. Amendments:** This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COUNTY OF ORANGE

By: _____ Date: _____
Sandra Hutchens, Sheriff-Coroner
County of Orange

PARTICIPANT: CITY OF LAGUNA HILLS

By: _____ Date: _____
Authorized Signature
BRUCE E. CHANNING, CITY MANAGER

Print Name and Title

EXHIBIT A

CONTRACT
FOR
PUBLIC MASS NOTIFICATION SYSTEM
WITH
THE NTI GROUP, INC.

Contract

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CONTRACT

This Agreement, (hereinafter referred to as "Contract"), to provide a Public Mass Notification System, made and entered into as of the date fully executed by and between The NTI Group, Inc., with a place of business at 15301 Ventura Blvd., Building B, Suite 300, Sherman Oaks, CA 91403, (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") which may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide a Public Mass Notification System, as further set forth herein; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract to obtain a Public Mass Notification System;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Definitions:

1. Update. The term "Update" shall mean any bugs, patches, fixes, enhancements, improvements to the system.
2. Upgrade. The term "Upgrade" shall mean platform changes, addition of new modules or new integration points or the creation of new versions.
3. Documentation. The term "Documentation" shall mean all written and electronic manuals, training material, or other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the Solution provided hereunder
4. Solution. The term "Solution" shall mean the entire Public Mass Notification Solution, inclusive of system access, training, documentation, and support.

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, and its Attachments, which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by the County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or Services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, acceptance of the Public Mass Notification Solution shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, including but not limited to the testing set forth in accordance with Attachment F for the Software. In the event that this Contract is terminated by County prior to acceptance of the Software, County shall return the Software to Contractor and shall not be required to pay any charges, fee, rates, hourly bills, invoices or any other monies for any services rendered to the County under this Contract prior to the date of termination. County agrees that it may not utilize the Public Mass Notification Solution for any purpose other than testing unless it has provided its acceptance in accordance with this paragraph.
- G. **Warranty:** Contractor represents and warrants that the CTY Service will perform in a commercially reasonable and professional manner and will conform substantially to the description of the service as described in Section 1. The County accepts that the CTY Service is not intended to replace notification to First Responder services (such as, for example purposes only, 911, fire, police, emergency medical, and public health), which should have already been notified and deployed. Moreover, the County accepts that the CTY Service is not designed for use in any situation where failure of the CTY Service could lead to death, personal injury, or damage to property. Contractor will use commercially reasonable efforts to assure that the CTY Service remains available for access by County twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, excluding scheduled maintenance. In the event the CTY Service experiences unscheduled unavailability, Contractor will notify the party/parties responsible within twenty-four (24) hours and cooperate with the party/parties to resolve such problem as soon as possible. In the event that the CTY Service fails to comply with the above warranty, the County shall promptly inform Contractor of such fact, and Contractor, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the CTY Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the County ("Cure Period"). In the event that such repair or replacement cannot be done within the Cure Period, then the County, at its sole option, may either: (i) extend the time for Contractor to correct such breach, if correction is commercially reasonable; or (ii) terminate the Contract, in which case, in addition to any other right or remedy the County may have, Contractor shall refund to the County the prorated sum of monies paid but not utilized hereunder.
- a. Contractor will have no obligation with respect to the foregoing limited warranty to the extent the error or noncompliance was caused, in whole or in part, by the negligence or improper use of the CTY Service by the County or a third party, or a breach by the County of its obligations under this Contract. Nor will Contractor be responsible for delays, errors, failures to perform, interruptions or disruptions in the services contemplated under this Contract caused by or resulting from any act, omission or condition beyond Contractor's reasonable control, whether or not foreseeable or identified, including without limitation, the loss of, or improper access to Recipient Data, unauthorized access or interception of such data, transmission errors or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, strikes, lockouts, riots, acts of war, governmental regulations, shortage of equipment,

materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the County's, a User's or any third party's applications, hardware, software or communications equipment or facilities.

- b. Except as expressly stated otherwise in this Contract, the CTY Service is provided "AS IS" with no guarantee that it is error free, will perform or be uninterrupted, or that defects can or will be corrected. Contractor makes no warranties, express or implied, with respect to the CTY Service, including without limitation, in connection with third party applications, and Contractor specifically disclaims all other warranties regarding the CTY Service including any implied warranties of merchantability or fitness for a particular purpose, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice.

H. Patent/Copyright Materials/Proprietary Infringement: Contractor will defend or settle any action brought against the County to the extent that it is based upon a claim that the CTY Service, as provided by Contractor to the County under this Contract and used within the scope of this Contract, infringes any copyright, trade secret, U.S. patent or other proprietary right. Contractor's obligations hereunder are contingent on the following conditions:

1. The County must notify Contractor in writing promptly after County becomes aware of a claim or the possibility thereof; and
2. The County will cooperate with Contractor in the settlement, compromise, negotiation, and defense of any such action. Contractor will reimburse County for reasonable out of pocket expenses that it incurs providing that assistance; and
3. The County must provide Contractor with all information related to the action that is reasonably requested by Contractor; and
4. If as a result of an infringement claim the County's use of some or of all the CTY Service is enjoined by a court of competent jurisdiction, Contractor will at its option and at expense either:
 - a. Modify or replace either all or the infringing part(s) of the CTY Service so that they are no longer infringing, provided that the so modified CTY Service is functionally equivalent in all material respects to the infringing parts of the CTY Service; or
 - b. Procure the right for Contractor to continue using the infringing part of the CTY Service; or
 - c. If neither of the foregoing options is available to Contractor using commercially reasonable efforts, Contractor will terminate the Contract and promptly refund to the County all amounts paid by the County to Contractor, with respect to such affected service.
5. Contractor shall not be liable hereunder for any settlement made by County without Contractor's advance written approval or for any award from any action in which Contractor was not granted control of the defense.

I. Assignment or Sub-contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. Termination:

Termination for Convenience. The County can terminate this Contract for convenience by giving Contractor thirty (30) days prior written notice of termination, provided, however, that, the County agrees that in the event of such Termination for Convenience, the County will pay to Contractor all costs incurred by the Contractor and accepted by County in providing the CTY Service to the County to the date of such termination. These costs will specifically include one hundred percent of the cost incurred by the Contractor for licensing data to the County, and any other verified costs incurred by Contractor, which will be prorated to the date of termination, provided however, that the aggregate of such costs will not exceed the annual Service Fee.

Termination With Cause. Either party may terminate the Contract in the event of a material breach by the other party, which breach remains uncured for ten (10) days following written notice to the breaching party. In the event of a termination by County for an uncured material breach, the County will receive a pro rata refund of any amounts paid but not utilized hereunder.

- L. Consent to Breach Not Waiver:** No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Indemnification/Insurance:

INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract, as specified in Attachment A, Scope of Work. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "claims made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers'

Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claim made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- Contractor Information:** The County will maintain the confidentiality of Contractor Data, the CTY Service, Account Information, training materials, and the member pages of the Contractor Website (collectively, "Contractor Information") with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care, provided, however, that, the County may disclose Confidential Information to the extent required by law or in response to a written Public Records Request under California Law. In the event that disclosure is mandated, each Party agrees to provide notice to the other prior to such disclosure together with a list and copies of, all documents that will be disclosed.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

- Y. Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which Contractor shall provide County a Public Mass Notification Solution under a fixed price contract for services as further set forth in this Contract.
2. **Term of Contract:** The initial term of this Contract is for three (3) years effective on the date execution is completed by both Parties, continuing for three (3) years from that date, unless terminated by County. Contract may be renewed for up to two (2) additional one-year, consecutive terms, upon mutual agreement of the Parties. County is not required to provide a reason, or rationale in the event it elects not to renew the Contract. Approvals are subject to approval by the County Board of Supervisors.
3. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract including its Attachments. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments.
5. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
6. **County and Contractor Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract ("County Project Manager"). The County Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract ("Contractor Project Manager"). Contractor Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County Project Manager. The County Project Manager shall have the right to require the removal and replacement of the Contractor Project Manager from providing services to the County under this Contract. The County Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor Project Manager from providing services to the County under this Contract.

7. **Contractor Personnel:** In addition to the rights set forth in paragraph 6, the County Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County Project Manager shall notify the Contractor Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.

8. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
9. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of four years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.
10. **Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, relatives, sub-tier Contractors, and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.
11. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

The County acknowledges and accepts that the Connect-CTY Service ("CTY Service") and all documents, data, and other materials provided by Contractor to the County pursuant to the provision of the CTY Service are not purchased or developed with County funds. Accordingly, nothing in this Contract grants or transfers to the County any ownership rights in the foregoing materials. However, any materials provided by the County to Contractor pursuant to the provision of the CTY Service, will belong to the County.

12. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
13. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 1. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and
 2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 3. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and

4. County may terminate the Contract immediately without penalty.

14. Contract Disputes:

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of Services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

15. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either
 1. Cancel the stop work order; or
 2. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by County.
16. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
17. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid

registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

The NTI Group, Inc.
15301 Ventura Blvd., Bldg. B, Suite 300
Sherman Oaks, CA 91403
Attn: Daniel Petersen
Phone: 818-808-1452

For County:

County of Orange
CEO/IT/Finance & Contracts
1501 E. St. Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attn: Barbara Voelkel
Deputy Purchasing Agent
714-834-7144
714-796-8416 Fax

- 18. Incorporation:** This Contract, its Attachments A through G, are attached hereto and incorporated by reference and made a part of this Contract.
- 19. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
- 20. Audits/Inspections:**
Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

21. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

22. **Documentation:** The Contractor shall provide County with and maintain two (2) copies of a comprehensive Solution Documentation manual designed to document the Software functions, guide trained users and train future users as well as providing technical specifications to allow Software and Solution management by County staff.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the Software Products provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

Failure to supply the requested user manuals and other associated printed materials shall be considered a material breach. County may immediately terminate without penalty.

23. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.

24. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

25. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

26. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

27. **County of Orange Child Support Enforcement Requirements (Exhibit I – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Deputy Purchasing Agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 28. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 29. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 30. **Web Link:** Contractor grants to the County a limited non-exclusive, royalty-free license to place one of the digital images of the Contractor's *Connect-CTY* Sign-up Logo (the "Image"), on an appropriate page of the County's Internet site ("County Site"), with a hyperlink to Contractor's CTY Web Portal ("Link").
- 31. **Security:** All passwords and user names (collectively, "Account Information"), provided by Contractor are deemed *Contractor Confidential Information*. The County is responsible for (i) knowing who has access to its applications and servers; (ii) keeping track of login accounts; (iii) County-side security with respect to Account Information; (iv) for activities that occur under its account; and (v) providing its Users with notice of the terms and conditions under which access to the CTY Service is granted. The County agrees to (i) immediately notify Contractor of any unauthorized use of Account Information or breach of security pertaining to the CTY Service,

and (ii) ensure that Users exit from their accounts at the end of each session. Contractor is responsible for implementing adequate security precautions for matters under its direct control.

32. **Transmission of Messages; Data:** County will be responsible for the content of the messages transmitted by Users using the CTY Service and agrees not to send communications to a Recipient who "opts-out", i.e., who has indicated that he/she does not wish to receive a communication from the County. The County will only use the Contractor Data to contact individuals pursuant to the use of the CTY Service and is prohibited from downloading or making copies of Contractor Data. Any search and on-screen display functionality is restricted to resolving incidents or assisting an individual or business entity inquiring about the use of its information pursuant to the CTY Service.
33. **Limitation of Liability:** If the County suffers damages arising from or relating the CTY Service, then Contractor's aggregate liability to the County will be as follows: (a) For intentional or willful misconduct on the part of Contractor, Contractor's liability will not be limited. (b) For all other misconduct, Contractor's aggregate liability will be limited to the lesser of (i) actual direct damages or (ii) the total fees paid by the County to Contractor under this Contract. In no event will Contractor, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other damages of any kind or nature whatsoever, suffered by the County or any third party arising out of this Contract or the transactions contemplated hereby, even if Contractor has been advised of the possibilities of such damages or should have foreseen such damages.
34. **Cooperative Agreement (Other Orange County Jurisdictions Only)**
Other jurisdictions within Orange County who have not contracted for their own requirements may desire to participate in this Contract. The Contractor will be requested to service these entities and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply the other entities, orders will be placed directly by the entity, and each entity will make payment directly to the Contractor.

These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

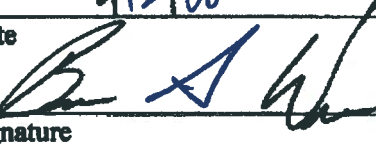
THE NTI GROUP, INC.:


Signature

Paul Ouyang
Print Name

President of Blackboard Connect
Title

4/2/08
Date


Signature

Bruce Worman
Print Name

SVP of Finance
Title

4/2/08
Date

* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph.
The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

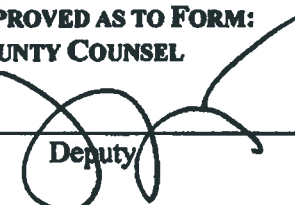
.....
COUNTY OF ORANGE
A political subdivision of the State of California

By 

Date 5/6/08

Approved by Board of Supervisors on: 5/6/08

APPROVED AS TO FORM:
COUNTY COUNSEL

By 
Deputy

Date 4/7/2008

**ATTACHMENT A
SCOPE OF WORK
PUBLIC MASS NOTIFICATION SYSTEM**

A. BACKGROUND

The County seeks to enhance its ability to deliver critical, time-sensitive information to citizens and businesses by broadcasting to phone and e-mail devices for emergency notification purposes through a mass notification system with County-wide citizen contact data and geographical zoning capability. County has contracted with the County's top two phone providers, Verizon and AT&T, for County-wide E911 phone data. An online citizen subscription process will be implemented via the County's website to collect additional citizen contact information (mobile, VOIP and e-mail), and possibly preference data (preferred language, notification types, etc.). At minimum, County shall update phone provider data quarterly. Citizen subscription data is expected to be updated in real-time or daily.

Within Orange County, a variety of mass notification services or systems have already been implemented by individual cities. The primary use of these systems is to provide citizens with safety information; however, some are also used for general information notices as well. The goal of the County is to benefit from economies of scale by implementing a County-wide system that will be accessible to all Orange County cities including those not participating in the County's law enforcement services program.

B. SCOPE OF PROJECT

Contractor shall implement a County-wide public mass notification system with the primary objective of quickly delivering alert, warning and instructional emergency messages via phone and/or e-mail to County residents and businesses during time of disaster. The production ready system shall be licensed for use throughout Orange County's entire region.

Contractor shall implement a system for County with sufficient administrative controls to manage system use across County and city public safety jurisdictions. System users shall only be capable of accessing information and launching notification sessions to citizens within their jurisdiction. The system shall have sufficient functionality, security and bandwidth to accommodate County-wide data, regional use, multilingual outbound messages, geographical call list generation and tiered system administration and use.

Business Requirements of a County-wide mass notification system include, but are not limited to, a solution that: (not specified in order of priority):

- Is established and specifically designed to facilitate public mass notification distribution.
- Offers tiered administration and security levels to optimize, manage and control system use.
- Allows citizens to register phone numbers and e-mail addresses via the County's website.
- Is capable of disseminating messages via telephone and e-mail.
- Is capable of disseminating messages to TTD\TTY devices.
- Is capable of disseminating messages in citizen's preferred language (Spanish, Vietnamese or English).
- Contains accurate, up-to-date County-wide constituent phone and e-mail data.
- Contains up-to-date County geographical maps.
- Is capable of geo-coding AT&T and Verizon phone data to County-wide geographical maps.
- Is capable of generating call lists via geographical map selection.
- Is designed and managed with sufficient security, backup and redundancy.
- Is available 99.05% of the time. .05% allowed for planned system maintenance.
- Can deliver a 30 second message to 10,000 citizen phone numbers within 10 minutes.

C. CONTRACTOR RESPONSIBILITIES

Contractor shall perform services as follows or otherwise agreed to in writing by County:

1. **Contractor Solution**

Contractor shall provide a fully-hosted, web-based Application Service Provider (ASP) solution that will provide the County an emergency public mass notification system, including all hardware, software and communications equipment required to support the business objectives. "Emergency" shall be defined as any communication deemed by County to be:

- Life-threatening to the public; or
- Harmful to individuals, animals and/or property from man-made or natural threats

Contractor's solution shall provide the following:

- a. **Speed of Message Delivery - SLAs:** Contractor shall maintain Service Level Agreements (SLAs) with multiple telecommunications providers which allow it to initiate at least 2,000,000 60-second voice messages per hour. Contractor shall be able to initiate at least 1,000,000 e-mail and e-mail-based text messages (SMTP) per hour; Contractor shall be able to initiate at least 360,000 SMS text messages (SMPP) per hour. Further, the Contractor shall utilize reliable and proven delivery methods, including superior call routing, throttling, and load balancing via proprietary algorithms.
- b. **System Reliability and Redundancy:** Contractor shall maintain a redundant, zero single point-of-failure system. Contractor shall utilize multiple delivery methods (e.g., Time Division Multiplexing (TDM), Voice over Internet Protocol (VoIP), SMS, and e-mail), multiple telecommunications partners, and draw from multiple data centers that span all three national power interconnects.
 - **Compatibility:** Contractor's service utilizes an open architecture which allows for ongoing expansion to include new technologies as well as contact capacity. Further, as a fully-hosted, web-based Application Service Provider (ASP) solution, Contractor's service does not require any software download or hardware installation. The service can be utilized on any standard web-enabled device or telephone.
- c. **System Security:**
 - **Transmission Security:** Contractor shall utilize secure transmission for all data transfer to and from County's sites. This includes secure socket layer or secure ftp that uses 128 bit SSL encryption or better.
 - **LDAP Security Provision:** Contractor's system will integrate directly via LDAP for County end user authentication, allowing users to have the same user name and password for Contractor's service that they currently use for their employee log-in, but that information is not passed to Contractor. It also ensures that, should a user no longer be an employee, that user is immediately unable to use the system without the County having to take further action.
 - **Call Authorization:** Contractor's Call Authorization feature will require County-authorized individuals to approve any message before it is sent based upon client-defined issues as well as user roles and rights. Approval may be granted securely using just a telephone. County may set its own parameters around notification events which will prevent users from sending an unauthorized call or sending a call at an inopportune time of night.
 - **PIN Authentication:** Contractor's service offers the option to require the call recipient enters a PIN before a message is played. This feature may be turned on for a call by call basis. This feature is primarily used for inter-office and/or divisional transmissions to confirm that the correct recipient is reviewing confidential information.
 - **Hierarchical Controls:** County will be able to segment which users have access to communicate with which recipients based upon County-defined and controlled roles and rights per user type.
 - **Audit Trail:** The System provides an audit trail of all user and session activity.
- d. **System Data:**
 - **Data Management:** The solution has an interface to allow System users, who have been granted appropriate system permission, to Add, Edit and Delete contact records as desired. This includes all records; entered manually, E911 data and citizen opt-in.
 - **Data Import:** Contractor shall provide data upload (i.e. "bulk loading"), data integrity cleansing and management of County-provided data, including initial and routine E911 data sets. System shall identify E911 data record source accordingly.

- **Data Integrity:** The Systems contact database is designed to conform with the NENA 2.1 standard data structure. Uploaded and manually entered contact records shall be stored using standard terminology where applicable (ie address prefix, address suffix, city name, etc.). System to enforce data integrity throughout the entire application.
- **Data Backup:** Contractor is responsible for providing sufficient data backup and disaster recovery operations to protect the County's data from becoming damaged, destroyed or unavailable.
- **User-defined Configurable fields:** Contractor's service will allow for user-defined configurable fields.
- **Data Provision from Directory Services:** Upon County's request and upon execution of a written amendment to this Contract, Contractor may provide telephone data at additional cost to the County.

e. Ease of Use and Access Features:

- **Remote Access:** Contractor's service provides a streamlined solution for priority situations that allows users to record and send messages from a remote location using just a touch-tone phone. All County approved authorized users will be provided with Dial-In Messaging Cards.
- **Bilingual Community Web Portal:** Contractor shall provide a secure County-specific Web page to gather County constituents' e-mail addresses, cell phone numbers, unlisted phone numbers and language preference. At minimum, web portal shall be available in English, Spanish and Vietnamese languages. Citizens shall have the ability to Add, Edit and Delete opt-in data. Web portal shall offer security mechanisms to validate users and prevent unauthorized use.
- **Ease of Grouping for Targeted Messaging** – Contractor's service will enable users to quickly and easily pre-define groups for staff, volunteers, intra-department teams, languages, and specialty groups (e.g., day care centers, senior care facilities). The user has the ability to store recipients by an unlimited number of groups.

f Features for Ease of Use & Maximum Outreach:

- **Multi-Modality Delivery Methods and Devices:** Contractor shall provide a zero-single-point-of-failure system through multiple delivery methods (e.g., Time Division Multiplexing (TDM), Voice over Internet Protocol (VoIP), SMS, and e-mail). The service delivers via multiple methods, including e-mail and SMS, and allows for delivery to multiple device types—including cell phone, PDA, pager, and TTY/TDD devices, as well as the traditional land phone—for rapid and inclusive access.
- **Interactive Survey:** Contractor's interactive survey feature allows users to create a message in the form of a customized survey to send to contacts. The recipients hear a message that contains a question that they are asked to respond to via their telephone keypad. The results are tabulated by the Contractor's service and then provided to users via the website and e-mail reports.
- **Message Scripting and Storage:** Contractor's service shall come with a library of sample scripts and provides the option for the authorized user to record and send a message immediately or pre-record and store messages in their message library for use at a later time or date.
- **GIS Compatibility:** Contractor shall provide compatibility with the County's GIS maps. With or without GIS, users can target specific areas on a map using the Systems integrated Geo-Calling feature. Contractor's service will be capable of creating specific call lists for a certain area of the County using criteria such as radius, ZIP code, and arbitrary shapes using GIS mapping. Users can also create a polygon area by clicking as many points on a map as are needed to indicate the desired calling area. The user may even draw a shape of a donut to remove a segment of the database (e.g., the "hole" of the donut is excluded from the call). This feature provides great flexibility in mapping selections to optimally geo-target the audience to receive specific messages.
- **CAP:** Contractor's service is fully compatible with the "Common Alerting Protocol Version 1.1" (CAP v1.1). Therefore, the service user has the ability to create and issue CAP alerts that

adhere to the 1.1 standard. As a result of the service's compatibility, the County can easily access this simple format for exchanging all-hazard alerts and warnings across multiple networks, maximizing outreach to all constituents through a user friendly process. This protocol also adheres to expected upcoming WARN Commission recommendations for best practices in alerting systems. These alerts can be utilized by additional entities and agencies for the purposes of disseminating CAP related information.

g. Reports:

- **Built-in Reports:** The Solution includes several detailed reports to assist users to monitor and maximize usage of the system. Report data can be exported to MS Excel.
- **Ad-hoc Reports:** The solution offers ad-hoc report generation. Contractor's Client Care Team will support and/or aid in the development and creation of additional reports as needed.

2. Technical architecture, functional components, implementation requirements and maintenance requirement

Contractor's service is a fully-hosted, web-based Application Service Provider (ASP) solution. The service does not require any specific hardware or software requirements from the County. No components or specific configurations are required to use the service. So long as the County user has a telephone and web-enabled device (e.g. computer) available, the user can send a message. The user can also record and send a message using only a telephone when necessary. The service is fully independent of the County's IT hardware and telecommunication system. Contractor utilizes an open architecture to allow for rapid expansion as our clients' needs grow. The architecture exists on hardware ranging from Dell web and application servers, to Cisco networking equipment, to EMC storage arrays.

3. Staffing: Contractor shall provide staffing as specified in Attachment C.

4. Implementation Services: Contractor shall perform and complete the services, tasks, and obligations in accordance with Attachment D, "Implementation Plan/Project Schedule".

5. Training, Manuals and Documentation: The Contractor shall provide County with and maintain two (2) copies of a comprehensive Public Mass Notification System Manual designed to document the proposed solutions software functions, guide trained users on detail process steps and train future users. Additionally, technical specifications, including a network diagram of the systems architecture, data dictionary and data schema, shall be provided to allow proper maintenance of the System by County network and database administrator staff. The County may copy all Manuals and Documentation provided by Contractor for use and distribution to County public safety departments as needed. The contractor shall provide all technical, administrative and user training required for county staff to use the software solution.

6. Support Services:

Contractor shall provide support services in accordance with Attachment E to this Contract.

7. Testing and Acceptance: Contractor shall provide a testing and acceptance plan (Attachment F) to be agreed to and completed by County prior to award of Contract. Said tasks shall include, but shall not be limited to verifying: system installation and configuration, tiered administration, user creation and management, County-wide data and map import, reconciliation and maintenance, citizen opt-in data processes, custom and geographic call list generation, outbound telephone message launch, outbound e-mail message launch, use of surveys, monitoring of outbound session activity and validation of reports.

8. Training

Contractor shall provide training in accordance with Attachment G.

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. **COMPENSATION:** This is a fixed price Contract between the County and the Contractor for a Public Mass Notification System as further described in this Contract. The Contractor agrees to supply all goods and services to provide and fully implement the Public Mass Notification System Solution. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.
2. **PAYMENT:** The total base Contract amount for the first three years shall not exceed: \$1,688,037
 - a. **Base Costs – Unlimited Emergency and Inter-Department Message Usage:** County shall purchase Unlimited Emergency Message Usage service from Contractor at a cost of \$0.55 per household. The Parties agree that for the purposes of this fixed-price Contract, the number of households (including residence and estimated business addresses) shall be 1,023,053, based on available consensus household count data. Base cost includes an unlimited number of County and City user access accounts.

Base Costs	Year One	Year Two	Year Three
Unlimited Emergency & Inter-Department Message Usage			
\$0.55 x 1,023,053	\$562,679	\$562,679	\$562,679

- b. **Optional Costs - Premium Data:** County has elected not to purchase Premium Data from Contractor at execution of this Contract. Should County elect to purchase such Premium Data from Contractor at a future date, a written amendment executed by both Parties shall be issued, and pricing for such data, for the term of this Contract, shall be as follows:

Optional Costs
Premium Data
\$0.40 per household

- c. **Optional City (or other Orange County jurisdiction) Costs - Upgrade to include Unlimited Non-Emergency Message Usage:** For any jurisdiction within Orange County there shall be the option to upgrade, through separate contract with Contractor, to include Unlimited Non-Emergency Message Usage at a cost not to exceed:

Optional City Costs
Upgrade to include Unlimited Non-Emergency Message Usage
\$1.00 per jurisdiction household

3. PAYMENT TERMS:

- a. **Unlimited Emergency and Inter-Department Message Usage – Invoices will be paid monthly in arrears upon receipt of invoice.**

- b. **Premium Data** – If County elects to purchase Premium Data, invoices will be paid on a one-time basis in advance.
- c. **City Upgrade to include Non-Emergency Message Usage:** City Upgrade will be paid for under separate contract(s) between Contractor and the City.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency or department
4. County Contract number
5. Cost
6. Contractor's Federal I. D. number
7. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange – CEO/IT
Attn: Teara Le Blanc, Program Manager
10 Civic Center Plaza, 2nd Floor
Santa Ana, CA 92701

ATTACHMENT C

STAFFING PLAN

Staff to perform Contract duties

Name	Classification/Designation
Bing Chen	Project Manager
Tom Melander	Project Specialist (Client Care)
Deanna Ellis	Technical Manager
David Garcia	Integration Specialist
Mario Joy	Vice President, Client Care
Joshua Roth	Chief Technology Officer

Contractor shall obtain approval from County Project Manager in advance and in writing prior to making any substitutions for individual project team members. Contractor may not request changes to the number of types of classifications.

Roles and Responsibilities

Contractor Roles and Responsibilities shall include, but not be limited to, the following:

- Contractor Project Manager:** This individual leads the implementation, training, and roll-out process from a management perspective. All daily activities, such as ensuring timely scheduling and training, ultimately rest with the Contractor Project Manager. The rest of the project team supports this resource. In addition, the Contractor Project Manager will report to the Program Manager and will work together to ensure all issues, risk, and change is managed, monitored and controlled.
- Project Client Care Specialists:** An additional team of Client Care Specialists work under the leadership of the Contractor Project Manager. Their role is to provide training, support, and client services for all County needs, requests and support issues. The Team shall include dedicated Specialists who will be dedicated to the County for the life of the Contract. Each Project Specialist will be assigned as a liaison to a specific component of the Project, such as Divisional Training, City and Agency Training, and is responsible for day-to-day management as well as performing regular new user – and refresher training.
- Technical Manager:** This individual works under the Project Manager to ensure the smooth progression of all technical deliverables, including but not limited to managing the testing process and managing any customization that needs be delivered. This resource will also work with the Contractor Integration Team to ensure the upload of data and automation of all notification services. This resource is the technical project lead responsible for creating, and achieving sign-off on the test plan.
- County's Project Team:** The County's Project Team will include at least the County Project Manager. This resource will meet weekly with the Contractor Project Manager to discuss steps towards achievement of deliverables and additional items.

ATTACHMENT D
IMPLEMENTATION PLAN/PROJECT SCHEDULE

Contractor will have its Connect-CTY service configured and ready for County testing within thirty (30) days of award of contract. Contractor and County Project Managers will mutually work together to refine the attached exemplar Gantt chart to accommodate the County's Mass Notification System deliverable and implementation Go Live timeframe.

1. Deliverable 1: Project Control Document

Within two weeks of contract signature, Contractor will provide the County with a detailed project control document (PCD). Project Control Document will include the following:

- a. Project organization roles and responsibilities
- b. Assumptions
- c. Detailed Work Plan
- d. Deliverable List
- e. Milestone Chart
- f. Project Gantt Chart
- g. Communication Plan
- h. Risk Management
- i. Change Management Process
- j. Testing Strategies
- k. Training Strategies
- l. Escalation Procedures

The following deliverables will be provided within the timeframes of the agreed upon (revised) implementation Gantt schedule:

2. Deliverable 2: Project Management

Contractor's Project Manager shall address documentation needs, including weekly Project Status Reports and any variances. If variances are recommended and approved, the Project Manager shall be responsible for regular updates to the Detailed Work Plan, Milestone Chart and Risk Management sections of the PCD within the required timeline. Contractor's Project Manager shall meet with the County's Project Manager at least weekly or as requested by the County. Contractor shall prepare the first status report within 14 calendar days of Contract execution, which will include the following data as per the County's request:

- a. Period covered by the Report;
- b. Tasks scheduled for completion which were completed;
- c. Tasks scheduled for completion which were not completed;
- d. Tasks not scheduled for completion which were completed;
- e. Tasks scheduled for completion next reporting period;
- f. Issues resolved;
- g. Issues to be resolved with recommended solution; and,
- h. Summary of project status as of reporting date.

Additional reporting may be included as agreed upon by the County and Contractor Project Managers in consultation.

3. Deliverable 3: Business Process Overview

Upon the completion of the discovery phase of the project with the County, Contractor will provide the required summary report of the existing mass notification systems, needs assessment, and recommendations for best practices.

Contractor will provide a Best Practices for Use Guide as part of the Implementation. Clients' typical needs in this phase are: identification of User Rights and Roles for system use and establishment of best practices policies and procedures.

4. Deliverable 4: Data loading and maintenance

Contractor will work with the County to load E911 data and additional data files as needed. Contractor will assign an Integration Specialist to work with the County's team. The upload and update process will be performed in a secure environment. Contractor will provide a system that allows the County to send data over encrypted lines using SSL to ensure data is fully protected.

Deliverable 4.1 – Successfully Loaded Data

Contractor will provide the requisite Data Load Report and Certification to the County.

5. Deliverable 5: System Test Plan and Results Report

Contractor will provide the County with a System Test Plan which includes a Module Test, and Integration Test, and Stress Test, and a Regression Test in accordance with Attachment F, Testing.

Deliverable 5.1 – Perform System Test

Contractor will perform the requisite system tests as required by the County in Contractor's existent testing environment or other appropriate environment as governed by the System Test Plan for component and functionality testing for County sign-off.

Deliverable 5.2 – System Test Results Report

Contractor will provide the County with reporting of documented results of each System Test conducted and certify successful testing results as required.

6. Deliverable 6: User Acceptance Test and Test Results Report

Contractor will provide User Acceptance Test as required in a simulated environment as required, per Attachment F, Acceptance.

Deliverable 6.1 – User Acceptance Test Results Report

Contractor will provide the required User Acceptance Test Results Report within one week of tests as required per Attachment F, Acceptance.

7. Deliverable 7: System Training and Documentation

Contractor will provide a detailed training plan, perform user training as desired by the County and provide system documentation training material per Attachment G, Training.

8. Deliverable 8: System Implementation

Contractor will roll-out Public Mass Notification Services to the County. A post-implementation review report will be developed and provided to the County.

9. Deliverable 9: Performance Benchmark Verification

Deliverable 9.1 – Performance Benchmark Verification Plan

Contractor will provide the requested Performance Verification Plan with test plan and scenarios for the County's approval. The Performance Verification Plan shall dovetail with the sample Gantt chart, as customized vis-à-vis the County requirements.

Deliverable 9.2 – Performance Benchmark Verification

Contractor shall conduct the Performance Benchmark Verification of the System mutually agreed upon with the County, and complete corrective action as needed, and certify as such in writing at the time of completion.

10. Deliverable 10: Initiate Post-Implementation Maintenance and Support

Contractor will implement, and continue to provide through the life of the contract, maintenance and support services per Attachment E of this Contract.

11. Deliverable 11: Post-Implementation Services

Contractor shall provide ongoing “post-implementation” services throughout the lifetime of the Contract. Such services include, but are not limited to, the following:

- **Ongoing Training:** Unlimited training, new user training and refresher training are included at no additional cost within the lifetime of the Contract.
- **24/7/365 Technical and Client Support:** Provided through a toll free number and via e-mail. All users have unlimited access to this level of support through the life of the Contract.
- **Usage Reports:** Contractor provides usage reports quarterly. Each user’s account also contains real-time access to reports.
- **Assessment and Evaluation** –Contractor will work with the County to develop benchmarks and assist in evaluating progress toward those benchmarks.

Deliverable 11.1 – Provide Additional Training

Contractor provides this service at no additional cost to the County. Contractor shall include a systemized method for ongoing training within the Training Plan to be delivered to the County.

Deliverable 11.2 – County Approved Consulting Services

Contractor provides a Project Manager at the County’s disposal to address these needs.

Deliverable 11.3 – Additional System Documentation

Contractor provides a Project Manager at the County’s disposal to address these needs.

Orange County Public Mass Notification Project Gantt Chart

Contractor's Gantt chart will be customized as part of the PCD deliverable within two weeks of contract signature. The Gantt chart is based upon two separate timelines: 1) County EOC office and 2) additional departmental implementation. As additional departments roll-out, they can easily be added to the implementation process. Please see the segments below for exemplar Gantt Charts for use.

ID	Task Name	Duration	Predecessors	Resource Name
0	Orange County Public Mass Notification Project	57.06 days		
1	Contract is signed	0 days		
2	Implementation Tasks	57.06 days		
3	Discovery Phase - Portfolio / Program Planning	43.81 days		
4	NTI Pre-engagement Preparation	3.04 days		
5	Identify Primary County Sponsor, Stakeholders and Champions	0.5 hrs 1		NTI CDO
6	Identify County PM	2 days 5		County Sponsor
7	Client Kick-off Meeting	1.25 days		
8	Validate Engagement Objectives, Deliverables & Expectations	1 day 6		
9	Defensible Logistics (Work Space, Phones, Computer Access...)	2 hrs 8		NTI County Sponsor, County PM
10	Deliverable 2.1: First Project Status Report Delivered to County PM	0 days 9		NTI County Sponsor
11	Develop Project Control Document (PCD)	0.68 days		
12	Document System Description	1 hr 8		NTI
13	Document Project Scope and Objectives	1 hr 8		NTI
14	Document Project Organization, Roles and Responsibilities	1 hr 13		NTI
15	Document Project Assumptions	1 hr 14		NTI
16	Develop Work Plan	1 hr 15		NTI
17	Document Deliverables List	1 hr 16		NTI
18	Develop Milestone Chart	1 hr 17		NTI
19	Develop Gantt Chart	1 hr 18		NTI
20	Document Communications Plan	1 hr 14		NTI
21	Develop Risk Management Plan	1 hr 13		NTI
22	Document Change Management Process	1 hr 13		NTI
23	Document Testing Strategies	1 hr 16		NTI
24	Document Training Strategies	1 hr 16		NTI
25	Develop Escalation Procedures	1 hr 14		NTI
26	Deliverable 1.1: PCD Delivered to County PM	0 days 12, 19, 20, 21, 22, 23, 24, 25		
27	Current Environment	2 days		
28	Review Current Business Environment (Org. Barriers, Needs...)	2 days 4		NTI
29	Deliverable 3.1: Business Analysis Summary Report Delivered to County PM	0 days 26		
30	Review Current County Telecommunications Environment (PBX)	2 days 4		NTI
31	Deliverable 4.1: System Hardware and Network Configuration Delivered to County PM	0 days 30		
32	Portfolio & Program Management	34.76 days		
33	Create Program Management Team	1 day 8		NTI, County PM
34	Develop Program Management Charter (focus on building County portfolio-readout strategy)	2 days 33		NTI, County PM
35	Organize Orientation Workshop for County Execs about MNS Opportunities	4 days 34		NTI, County PM
36	Conduct MNS Demonstration for County Execs	1 hr 35		NTI
37	Survey County Department Heads about MNS Interest	4 hrs 36		NTI, County PM
38	Create Prioritized County Departmental Rollout Plan	1 day 37		NTI
39	Secure Sponsor's Approval on Prioritized Portfolio	1 hr 38		NTI
40	Manage County Departmental Rollout Plan	30 days 39		NTI

Gantt Chart (III): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resources Names
41	Prepare Technical Configuration and System Implementation Plan	3 days 27.52		NTI
42	Deliverable 8.1: System Cutover and Installation Plan	0 days 41		
43	Project Management	33 days		
44	Project Charter	1.5 days		
45	Complete Project Charter	1 day 34		NTI
46	Obtain necessary reviews and approvals on project charter	4 hrs 45		NTI
47	Integration Management - Project Plan	34.5 days		NTI
48	Complete project plan	1 day 48		NTI
49	Obtain necessary reviews and approvals on project plan	4 hrs 48		NTI
50	Update project plan on regular basis	30 days 49		NTI
51	Scope Management	0.75 days		
52	Review Change Management Guidelines with County Sponsor	1 hr 48		NTI County Sponsor County PM
53	Determine Escalation Procedures for Scope Changes	4 hrs 52		NTI County PM
54	Secure Approval on Change Management Guidelines and Procedures	1 hr 53		NTI
55	Risk Management	1.75 days		
56	Review Risk Management Guidelines with County Sponsor	1 hr 48		NTI County Sponsor County PM
57	Develop Risk Management Plan and Review with County PM	1 day 56		NTI County PM
58	Determine Escalation Procedures	4 hrs 57		NTI County PM
59	Secure Approval on Risk Management Guidelines and Procedures	1 hr 58		NTI
60	Resource Management (County Project Team)	0.5 days		
61	Assign Project Team Members to project	5 days 7.48		County PM
62	Arrange release dates for each resource/ notify resources of team selection	3 days 81		County PM
63	Coordinate coverage for the project team and testing team	2 days 82		County PM
64	Schedule regular team status meetings	2 hrs 83		County PM NTI
65	Estimate Assignments & Schedules	1 day 84		County PM
66	Create Staff Assignments	2 hrs 85		County PM
67	Communication Management	1.25 days		
68	Define Reporting Schedule, Format and Media	1 hr 46		County PM NTI
69	Create Communications Plan	1 day 68		NTI
70	Secure Approval on Communications Plan	1 hr 69		NTI
71	Quality Management	34.13 days		
72	Define Quality Guidelines and Requirements	1 hr 46		County PM NTI
73	Establish Quality Review Schedules	1 day 72		NTI
74	Manage to defined Quality Review Schedules with Client Champions	30 days 73		NTI
75	Pilot Phase	5.25 days		
76	Project Kick-off meeting with Demo	0.5 days		
77	Schedule Kick-off Meeting	2 hrs 49.54.59.66.70.73		NTI
78	Conduct Project Kick-off meeting with HNS Demo	2 hrs 77		NTI County Project Team
79	Project Pilot	4.75 days 78		
80	Develop System Test Plan	1 day		NTI

Gantt Chart (III): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
81	Deliverable 6.1 Test Plan Delivered to County PM	0 days 80		
82	Develop User Acceptance Test Plan	2 days 78		County PM, NTI
83	Setup system access for MHS team and test team	0.25 days		
84	Define User Access Needs	1 hr 80		County PM, NTI
85	Create list of all users and keep current for go-live	1 hr 84		NTI
86	Build Pilot	4.75 days		
87	Schedule Post Review Meetings	1 hr 78		County PM, NTI
88	Define Pilot Users Rights and Roles	0.44 days		
89	Create County Organization in Pilot Account	1 hr 83		NTI
90	Configure Authentication Approach	0.5 hrs 89		NTI
91	Configure View Customizations	0.5 hrs 90		NTI
92	Configure Groups	0.5 hrs 91		NTI
93	Update Security Matrix	1 hr 92		NTI
94	Pilot Training	0.25 days		
95	Train Pilot Super User	2 hrs 93		NTI
96	Train Pilot Data Lead	2 hrs 93		NTI
97	Train Pilot Account Administrator	2 hrs 93		NTI
98	Deliverable 8.1 Trained Staff	0 days 95, 96, 97		
99	Deliverable 8.2: System Documentation Delivered to County PM	0 days 94		
100	Prepare Pilot Account	0.13 days		
101	Define GIS Map Center Location	0.25 hrs 95		NTI, Pilot Super User
102	Define GIS Zoom Range	0.25 hrs 101		NTI, Pilot Super User
103	Define GIS Radius Range	0.25 hrs 102		NTI, Pilot Super User
104	Set Caller ID and Email ID	0.25 hrs 103		NTI, Pilot Super User
105	Determine Scope of Messages to Be Sent in Pilot (Residents, Businesses, Staff)	4 hrs 80		County PM
106	Test Messages to Staff	3.25 days		
107	Prepare staff data	3.25 days		
108	Obtain Staff Phone Data for Pilot	2 days 105		County PM
109	Fill Out Staff Data Grouping and Importing Worksheet	1 hr 108		NTI, County PM
110	Review Data Group Names	1 hr 109		NTI, Pilot Data Lead
111	Create Data Group Names	1 hr 110		Pilot Data Lead, NTI
112	Prepare Sample Staff Data File	1 hr 111		NTI, Pilot Data Lead
113	Test Import Sample Staff Data File	1 hr 112		NTI, Pilot Data Lead
114	Review and Refine Staff Data Import	1 hr 113		NTI, Pilot Data Lead
115	Prepare Full Staff Data File	1 hr 114		NTI, Pilot Data Lead
116	Import Full Staff Data File	1 hr 115		NTI, Pilot Data Lead
117	Share Data Import Automation Script with Pilot Data Lead	1 hr 116		NTI, Pilot Data Lead
118	Test Automation	1 hr 117		NTI, Pilot Data Lead
119	Determine Who Will Be Sending Test Messages to Staff	1 day 105		NTI, County PM
120	Prepare Message Scripts for Test Calls to Staff	2 hrs 119		NTI, Pilot Super User

Gantt Chart (IV): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
121	Record Test Messages to Staff	0.25 hrs	120, 116	NT\Pilot Super User
122	Create Test Call to Staff Group via Web Interface	0.25 hrs	121	NT\Pilot Super User
123	Create Test Call to Staff Group via Out-In Messaging Card	0.25 hrs	122	NT\Pilot Super User
124	Debrief on Staff Test Call Results	1 hr	123	NT\County Project Team
125	Deliverable 6.2A System Test Results Report (Staff Calls) Delivered to County PM	0 days	124	
126	Test Message to Residents and Businesses	3.88 days		
127	Obtain and Load Resident and Business Pilot Contact Data	2 days	105	NT\Pilot Data Lead
128	Deliverable 5.1 Data Load Report and Certification Delivered to County PM	0 days	127	
129	Determine Who Will Be Sending Test Messages to Residents and Businesses	1 day	105	NT\County PM
130	Prepare Message Scripts	2 hrs	129	NT\Pilot Super User
131	Record Messages	0.25 hrs	130, 127	NT\Pilot Super User
132	Send Messages	0.25 hrs	131	NT\Pilot Super User
133	Debrief on Call Results	1 hr	132	NT\County Project Team
134	Deliverable 6.2B System Test Results Report (Res/Business Calls) Delivered to County PM	0 days		
135	Refine Pilot (as required)	1.6 days		
136	Review Pilot with Implementation Team	2 hrs	134	County Project Team, NT
137	Refine Pilot Based on Implementation Team Review	1 day	136	County Project Manager, NT
138	Document Configuration Settings	2 hrs	137	NT
139	Deliverable 4.2 Software Installation Report and Certification Delivered to County PM	0 days	135	
140	Deliverable 7.1 User Acceptance Test Results Report Delivered to County PM	0 days	135, 82	
141	Pilot Complete	0 days	139, 140	
142	Post-Pilot Phase	5.6 days		
143	Deliverable 9.2 System in Production Use	0 days	141	
144	Conduct Post-Implementation Review w/ Session	2 hrs	143	NT\County Project Team
145	Deliverable 9.4 Post Implementation Review Report Delivered to County PM	0 days	144	
146	Deliverable 9.3 Non-Deficient System in Production Use for 90 Consecutive Days	0 days	143FS-30 days	
147	Performance Benchmarking	4 days		
148	Develop Performance Benchmarking Verification Plan	2 days	146	NT
149	Deliverable 10.1 Performance Benchmark Verification Plan Delivered to County PM	0 days	148	
150	Conduct Performance Benchmark Verification	2 days	149	NT
151	Deliverable 10.2 Performance Benchmark Verification Results Delivered to County PM	0 days	150	
152	Create Use Guidelines and Protocols	8 days		
153	Prepare Draft of Use Guidelines and Protocols	5 days	141	County Project Manager
154	Review Draft of Use Guidelines and Protocols	2 days	153	County Project Team
155	Finalize Use Guidelines and Protocols	1 day	154	County Project Manager
156	Prepare County for On-going Messaging to Residents and Businesses	5.6 days		
157	Determine Scope of County Messaging to Residents and Businesses	1 day	6	County PM
158	Determine Sources Available to County for Resident and Business Data	5 days	157	County PM
159	Order ES11 Data from Telco	45 days	158	County PM
160	Clean-up ES11 Data	3 days	159	NT\County Pilot Data Lead

Gantt Chart IV: Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
161	Load ES11 Data	1 day 160		NTL County Post Data Lead
162	Maintenance and Support Phase	4.5 days		
163	Establish Ongoing Support Procedures (reporting, usage analysis, use identification / resolution)	1 day 141		NTL
164	Establish Ongoing Client Care Support	1 hr 163		NTL
165	Deliverable 11: Maintenance and Support	0 days 164		
166	Establish New User Training Process	2 hrs 165		NTL
167	Establish New User Update Process	1 hr 166		NTL
168	Deliverable 12.1: Additional Training	0 days 167		
169	Deliverable 12.2: County Approved Consulting Services	0 days 141		
170	Deliverable 12.3: Additional System Documentation	0 days 141		
171				
172	Implementation Per County Department (Responsible for Each Department)	33 days		
173	Planning & Organization Phase Per County Department	2 days		
174	Identify Sponsors at Departmental Level	1 day		County Project Manager
175	Define Scope of Project	1 day 174		County Project Manager
176	Project Management	33 days		
177	Project Charter	4.5 days		
178	Complete Project Charter	1 day		NTL
179	Obtain necessary reviews and approvals on project charter	4 hrs 178		NTL
180	Integration Management - Project Plan	31.5 days		
181	Complete project plan	1 day 179		NTL
182	Obtain necessary reviews and approvals on project plan	4 hrs 181		NTL
183	Update project plan on regular basis	30 days 182		NTL
184	Scope Management	0.75 days		
185	Review Change Management Guidelines with County Sponsor	1 hr 179		NTL County Sponsor, County PM
186	Determine Escalation Procedures for Scope Changes	4 hrs 185		NTL County PM
187	Secure Approval on Change Management Guidelines and Procedures	1 hr 186		NTL
188	Risk Management	1.75 days		
189	Review Risk Management Guidelines with County Sponsor	1 hr 179		NTL County Sponsor, County PM
190	Develop Risk Management Plan and Review with County PM	1 day 189		NTL County PM
191	Determine Escalation Procedures	4 hrs 190		NTL County PM
192	Secure Approval on Risk Management Guidelines and Procedures	1 hr 191		NTL
193	Resource Management (County Project Team)	9.5 days		
194	Assign Project Team Members to project	3 days 179		County PM
195	Arrange releases dates for each resource/ notify resources of team allocation	3 days 194		County PM
196	Coordinate coverage for the project team and testing team	2 days 195		County PM
197	Schedule regular team status meetings	2 hrs 196		County PM NTL
198	Estimate Assignments & Schedules	1 day 197		County PM
199	Create Staff Assignments	2 hrs 198		County PM
200	Communication Management	1.25 days		

Gantt Chart (VI): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
201	Define Reporting Schedule, Format and Media	1 hr 179		County PM NT
202	Create Communications Plan	1 day 201		NT
203	Secure Approval on Communications Plan	1 hr 202		NT
204	Quality Management	31.13 days		County PM NT
205	Define Quality Guidelines and Requirements	1 hr 179		NT
206	Establish Quality Review Schedules	1 day 205		NT
207	Manage to defined Quality Review Schedules with Client Champions	30 days 206		NT
208	Project Kick-off meeting with Demo	6.26 days		NT
209	Schedule Kick-off Meeting	2 hrs 175		NT
210	Conduct Project Kick-off meeting with MNS Demo	2 hrs 209		NT, County Project Team
211	Determine Number of Divisional Related Programs / Projects	1 hr 210		NT, County Project Manager
212	Determine Departmental Divisions and Agencies Involved	1 hr 211		NT, County Project Manager
213	Setup system access for Departmental Users	0.26 days		County PM NT
214	Define User Access Needs	1 hr 210		NT
215	Create list of all users and keep current for go-aws	1 hr 214		County PM NT
216	Schedule Roll-out Team Meetings	1 hr 210		NT
217	Define Department's Users Rights and Roles	0.44 days		NT
218	Create Dept's Organization in Account	1 hr 213		NT
219	Configure Authentication Approach	0.5 hrs 218		NT
220	Configure View Customizations	0.5 hrs 219		NT
221	Configure Groups	0.5 hrs 220		NT
222	Update Security Matrix	1 hr 221		NT
223	Dept User Training	0.26 days		NT
224	Train Dept Super User	2 hrs 222		NT
225	Train Dept Data Lead	2 hrs 222		NT
226	Train Dept Account Administrator	2 hrs 222		NT
227	Training for launch complete	0 days 224 225 226		
228	Prepare Dept Accounts	0.43 days		NT, Dept Super User
229	Define GIS Map Center Location	0.25 hrs 224		NT, Dept Super User
230	Define GIS Zoom Range	0.25 hrs 229		NT, Dept Super User
231	Define GIS Radius Range	0.25 hrs 230		NT, Dept Super User
232	Set Caller ID and Email ID	0.25 hrs 231		NT, Dept Super User
233	Account Established for Pilot	0 days 232		
234	Prepare staff data	3.26 days		County PM
235	Obtain Staff Phone Data	2 days 175		NT, County PM
236	Fit Out Staff Data Grouping and Importing Worksheet	1 hr 235		NT, Dept Data Lead
237	Review Staff Data Group Names	1 hr 236		Dept Data Lead NT
238	Create Data Group Names	1 hr 237		NT, Dept Data Lead
239	Prepare Sample Staff Data File	1 hr 238		NT, Dept Data Lead
240	Test Import Sample Staff Data File	1 hr 239		NT, Dept Data Lead



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Effective Date:	October 1, 2010	Issue Date:	September 30, 2010
Approved By:	AlertOC Advisory Committee	Version No:	2.0

I. PURPOSE

The purpose of this document is to provide governance and guidelines on the use and administration of the County of Orange, Countywide Public Mass Notification System, identified throughout the County as "AlertOC". This document is intended to be general, describing countywide policies, jurisdictional roles and responsibilities and activation guidelines rather than specific step-by-step procedures. The step-by step procedures for activation and use will be maintained in a separate document developed and maintained by each participating agency as a part of the agency's overall emergency planning and response efforts.

This document is intended to support use of AlertOC under the terms and conditions set forth in the Countywide Mass Notification System Memorandum of Understanding (MOU) between the County of Orange and participants. Shall a discrepancy arise, the MOU takes precedence.

II. SYSTEM DESCRIPTION

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during time of an emergency event. The Countywide Public Mass Notification System is only one component of the County of Orange Public Warning System. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, route alerting, the Emergency Alert System, sirens, and press releases.

The Mass Notification System is available 24/7 and is pre-loaded with Orange County landline phone numbers (including unlisted). Constituents have the option to provide additional contact information via a self-registration website portal (www.alertoc.com). Upon local authority decision to activate, the System will be used to send a message, describing the situation and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

The County of Orange, County Executive Office (CEO), is the sponsor of the Countywide Public Mass Notification System initiative and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to



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disseminate "government-related" non-emergency notifications to citizens and organization resources within its jurisdiction. For policy guidelines relating to non-emergency use, see Section IV Authorized Use and Section VII Costs.

A. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the CEO will maintain a Countywide Public Mass Notification System capable of meeting the following requirements.

1. Licensed for use throughout the County's entire region
2. Capacity to send a 45 second message to 10,000 residents and businesses within 10 minutes
3. Capacity to send messages via phone, e-mail and text
4. Accessible via the public Internet
5. Provides audit trail logging and reporting
6. GIS map interface for geographic call list generation
7. Citizen self-registration web portal (available in English, Spanish and Vietnamese)
8. Interactive phone survey technology and reporting
9. IVR based notification setup and execution
10. Capable of identifying constituents preferred language and sending message in English, Spanish and Vietnamese

III. GOVERNANCE

The County of Orange, County Executive Office, or designee, in conjunction with the Orange County Sheriff's Department Emergency Management Bureau is responsible for managing the AlertOC Program as a countywide asset under the direction of the County Board of Supervisors and established agreements with participating agencies, vendors and data provider sources.

An AlertOC Advisory Committee serves as the program's advisory body responsible for countywide program collaboration intended to optimize AlertOC's value to the public. Advisory committee membership is open to all participating agencies interested in sharing program related information, exchanging ideas, proposing solutions and making recommendations and decisions geared towards accomplishing overall program objectives. The Advisory Committee will report and work with all participating agencies of the Countywide Public Mass Notification System.

The System is regularly loaded with County of Orange listed and unlisted landline phone numbers provided from authorized 9-1-1 database sources (E911). The use of E911 data is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891.1. The information contained in the 9-1-1 database is confidential and proprietary and shall not be disclosed or utilized except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.



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AlertOC Program participation is available to all Agencies that have a dedicated public safety answering point (PSAP) and/or a resident population they are responsible to make protective action recommendations for. Upon opting into the program, agencies agree to abide by the terms of all program agreements including policies, Memorandum of Understandings, AlertOC Regional Standard Operating Procedures and other supporting documentation. This includes but is not limited to respecting the integrity of the program and understanding E911 data privacy issues. Shall a breach exist, the County of Orange reserves the right to disable an individual's user account or an entire Agency's access.

IV. AUTHORIZED USE

Agencies authorized to participate in the system is limited to the County of Orange, the County Operational Area, Orange County incorporated cities, the Municipal Water District of Orange County and Orange County Retail Water Agencies. Each participating Agency must sign a MOU and will maintain, at minimum, a Local Agency Administrator responsible for implementing and administering use of the System at the local level.

A. Participating Agencies

Cities: Participation is open to all Orange County cities. Cities wishing to participate may do so by having an authoritative representative sign the "Countywide Public Mass Notification System" MOU specific to city use. Upon signing the agreement, the Agency will be granted access to the System at the city jurisdiction level and will be provided a local administrator account, a vendor provided user manual and initial training. Throughout the term of the agreement, cities may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating city shall develop and maintain written procedures to identify and address specific local use of the System within the scope of this policy guide.

Retail Water Agencies: Participation under this category includes the Municipal Water District of Orange County and Orange County Retail Water Agencies. Water agencies operated under a city are covered under "cities" above. Retail Water Agencies wishing to participate may do so by having an authoritative representative sign the "Countywide Public Mass Notification System" MOU specific to retail water agency use. Upon signing the agreement, the Agency will be granted access to the System at the regional level but are only permitted to send notices to the Agency's water consumers. Water Agencies will be provided up to three user accounts, a user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send "crisis water notifications" to their water consumers impacted by a water event. Each participating water agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and instructions from The Municipal Water District of Orange County (MWDOC)/Water Emergency Response Organization of



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Orange County (WEROC). The WEROC Program Manager is the designated point of contact for local retail water agencies.

County: The Orange County Sheriff's Department (OCSO) is responsible for utilizing the System for emergency public notifications to the unincorporated areas of Orange County. Additionally, the Operational Area is the designated point of contact for regional and multi-jurisdictional activation. All other County Agencies may use the system for interdepartmental use only, unless pre-authorized by the County Executive Office. There is no MOU agreement for County Agencies. Each participating County Agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide.

B. Emergency Use

Use of the Mass Notification System under emergency use is warranted when there is a need to quickly disseminate critical, safety-related information to individuals regarding an upcoming or in-progress emergency event. This includes using the System to send an event related, "all clear" notification, as well as, post-event follow-up notices to impacted communities.

As a general rule, the System is to be used when the public is being asked to take some action such as: evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, re-entry after evacuation lift orders, post-event local assistance center locations.

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community including follow up instructions from the original event,
7. Ending/termination of event statements.

The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?



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5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to these questions is "Yes", then an activation of the Mass Notification System for emergency purposes may be warranted.

Emergency Message considerations:

1. AlertOC shall be identified in the beginning of the message.
2. Identification of the agency/local official launching the message.
3. Notification shall clearly state situation is urgent.
4. Message length shall not exceed 60 seconds.
5. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
6. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information.
7. A termination/all clear notification should be sent when applicable.

C. Inter-Department Communication

City and County Agencies may use the Mass Notification System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use.

All participating agencies may use the system to notify first responder and volunteer groups as required during any emergency event.

Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation
4. Contacting agency employees or disaster service workers to report at a different time or location (or provide an update) due to an emergency
5. Exercises

D. Non-Emergency Public Use

No agency shall use the Mass Notification System for non-emergency public announcements unless a separate contract with the vendor is established. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines



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included within. Any agency in violation of this term may have their use of the system suspended. Additionally, E911 data is strictly prohibited for non-emergency use according to California law (California Public Utilities Code (CPUC) sections 2872 and 2891.1). Violators may be subject to criminal enforcement.

Use of the System for non-emergency notifications is limited to voluntary self-registered contacts and Vendor purchased listed phone numbers. In an effort to keep the public from becoming desensitized from too many messages, it is recommended that non-emergency public use be targeted to information that the majority of the public would find valuable.

Agencies who contract to use the countywide System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the Mass Notification System, but the telephone port capacity of local phone providers responsible for delivering calls to residents. Cost associated with non-emergency public notifications is the responsibility of the local Agency, See section VII. Costs.

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source; see Section III, Governance, for additional information relating to E911 data use restrictions

V. AUTHORIZED SYSTEM USERS

A. Public Notifications

In general, those authorized to make notifications will be officials in emergency management, local law, fire and city management that are responsible for identification and execution of public safety notifications. Each participating agency will determine who has this authority. It is recommended that cities who contract for police services work with their contracted providers to establish a notification launch process that will facilitate timely communication to the public during emergency events. This may include granting the service provider access to disseminate messages directly.

County Administrator: The County Executive Office, or designee, will act as the Countywide Public Mass Notification System County Administrator. County Administrator responsibilities are covered in Section VIII System Administration/ Operations.

County User: The Orange County Sheriff's Department and Operational Area will be setup as "County" users. County Users will have permission to access and launch



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emergency notifications to all jurisdictions within Orange County consistent with County Operational Area public safety response guidelines. A minimum of one designated Operational Area user will be required to be setup as a Local Agency Administrator. Local Agency Administrator responsibilities are covered in Section VIII System Administration/Operations.

Local Agency Administrator (City): A minimum of one designated Local Agency Administrator will be required for each Agency participating in the countywide System. Local Agency Administrator responsibilities are covered in Section IX System Administration/Operations.

Local Agency User (City): Participating agencies may have an unlimited number of local agency users. Local agency users will have access to resident contact records within their jurisdiction as well as neighboring jurisdictions with an established MOU agreement. Local agency users will be authorized and managed by the Local Agency Administrator and may have varied system permissions.

Retail Water Agency User: Retail water agency users will be granted access at the regional level, but are only authorized to send "crisis water notifications" to agency water consumers. Participating retail water agencies are authorized to have up to three active user accounts. Retail water agency users will be authorized and managed by the Retail Water Agency Local Administrator and may have varied system permissions.

Retail Water Agency Local Administrator: The WEROC Program Manager is the designated point of contact for retail water agency administration, including account provisioning. Retail Water Agency Local Administrator responsibilities is limited to items # 2, 3, 4, 7 and 8 of the Local Agency Administrator responsibilities covered in Section VIII System Administration/Operations.

B. Inter-Department Notifications

It is recommended that users be granted access at the lowest level of the data hierarchy, and that two user accounts be assigned (one for public use and one for inter-department use) to individuals that require access to both environments. This will minimize the risk of a user mistakenly sending an internal message to public recipients.

Inter-Department User: Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the system solely for inter-departmental communication including first responder and volunteer call-outs. Additional use for special contact groups requires prior authorization from the County Executive Office.



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VI. ACTIVATION OF THE SYSTEM

In general, participating agencies are responsible for launching messages to impacted citizens and businesses within their jurisdiction. Determination of authority to request activation of the Mass Notification System rest with local city or water officials, not with the County of Orange or the Orange County Sheriff's Department Emergency Management Bureau. Detailed activation procedures shall be included in Local Agency and Regional Standard Operating Procedure documents.

A. Public Notifications

Local: Participating agencies are authorized and responsible for launching notifications to communities within their own jurisdiction, as well as, to small unincorporated neighborhoods embedded within City limits. Small embedded unincorporated neighborhoods include all neighborhoods except those located in the large unincorporated areas listed below.

The County is responsible for sending notifications to large unincorporated communities such as Rossmoor, Midway City, Cowan Heights, Lemon Heights, Emerald Bay, Wagon Wheel, Ladera Ranch, El Modena, Coto de Caza and all canyon areas.

In the event a participating Agency is unable to send out a local **emergency** message, the Orange County Control One Coordinated Communications Center is available to act on the local Agency's behalf upon receiving a formal request per the AlertOC Regional Standard Operating Procedure. All rules and guidelines are applicable.

Regional: The County of Orange is authorized to use the System to send notifications of regional emergencies to any and all residents within the Operational Area (example: Countywide quarantine order for a health emergency). The Orange County Sheriff's Department Emergency Management Bureau will advise the appropriate local Agency(ies) that mass notifications will be sent by the County to residents of their cities.

When an event meets AlertOC pre-authorized conditions and thresholds for automatic launch by the Operational Area, the County is authorized to launch a local notification to impacted communities. Communication to local agency officials that the OA is launching, or has launched a notification, shall be made as promptly as possible.

Multi-jurisdictional: Notifications related to events that impact multiple jurisdictions will be handled in one or more ways depending on the circumstances of the event:

- a. The County Operational Area is directed to launch a notification to communities across jurisdictions by unified command.
- b. A multi-jurisdictional event meets AlertOC pre-authorized conditions and thresholds for automatic launch by the Operational Area. The County is authorized to launch a



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multi-jurisdictional notification to impacted communities. Communication to local agency officials that the OA is launching, or has launched a multi-jurisdictional notification, shall be made as promptly as possible.

- c. A City wishing to send or receive messages to or from a neighboring Agency during time of a multi-jurisdictional incident should establish an MOU between both parties that grants permission for the handling Agency to send emergency notification to residents within the affected Agency. It is suggested that contract police services have access to launch notifications to the jurisdictions they serve. For cities without established MOU's, the responsible Agency shall make contact with impacted agency Police or Sheriff Watch Commander officials to request notification launch locally.
- d. Water agencies are authorized to send crisis water notifications to water consumers within their jurisdiction providing notice, that the System is being activated, is given to appropriate Orange County Emergency Managers within the OA/County, impacted cities and WEROC, as promptly as possible.

B. Emergency Response and Inter-Department Notifications

It is the sole responsibility of each participating Agency to maintain their own emergency response and inter-department call lists and to launch notifications to these contacts as deemed necessary and in compliance with the terms and conditions of established MOU's.

VII. COSTS

The County of Orange is funding the System for notifications classified as "emergency" and "inter-department" per the terms stated within participating agency MOU's.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Agency through separate contract with the mass notification Vendor.

VIII. SYSTEM ADMINISTRATION/OPERATIONS

Individual Agencies are responsible for providing logins and procedural training to key individuals within their Agency responsible for using the Mass Notification System.

A. County Administrator

The County of Orange will assign and maintain a designated Mass Notification Program Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.



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The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with CEO, Orange County Sheriff's Department Emergency Management Bureau, public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated local administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the Countywide Public Mass Notification System initiative and citizen web portal.
8. System support: provide support to Local Agency Administrators.

B. Local Agency Administrator

Participating Agencies agree to appoint a designated Mass Notification Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the Mass Notification System at the local level. Local Agency Administrator shall act as the Agency's central point of contact and will work collaboratively with the County Administrator to insure local use of the system is within policy and MOU guidelines.

Local Agency Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: local user account distribution and management, record management of MOU(s) and signed end user P&P.
5. Data management: perform routine data management, error-correcting and data integrity updates to System contact and geo-coded map data.
6. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the Mass Notification System and citizen web portal including inclusion of the AlertOC website link on their agencies website.
8. System support: provide support to local Agency end-users.



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IX. INFORMATION SYSTEMS AND SUPPORT

The County of Orange will acquire and maintain 24x7x365 vendor support for the Mass Notification System. Participating Agencies are authorized to contact vendor support as needed.

X. ROUTINE TESTING

The County and participating City Agencies are required to perform a System test call to the public annually. Test exercises may occur more often to inter-department and inter-agency contacts as deemed appropriate. System test exercises should be geared towards making improvements that will optimize use of the System during an emergency.

Test exercises shall be designed to:

1. Promote public awareness and education of AlertOC to the public
2. Test the agency personnel's capability to use the system
3. Test the System's capability to send a high volume of phone, text and e-mails
4. Test the capacity and throughput of OC's Central Office telephone switches
5. Test operational readiness, activation procedures and system effectiveness
6. Validate data and system processes.

Through test exercises, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

In addition to performing local tests, participating agencies shall take part in organized countywide test approved by the AlertOC Advisory Committee. Countywide test may include regional, multi-jurisdictional or simultaneous activation exercises designed to simulate wide-spread events. Specific test exercise routines, roles, responsibilities and schedule will be detailed in the AlertOC Regional Standard Operating Procedure document.

Water agencies are not allowed to perform test calls to the public unless the use is approved by the AlertOC Advisory Committee as a multi-jurisdictional exercise.

XI. DEFINITIONS

Agency – Term used to identify participants who have entered into a Memorandum of Understanding with the County of Orange for use of the Countywide Mass Notification System, known as "AlertOC".

System – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.



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Resident – Comprises households and businesses.

IVR – Interactive Voice Response is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. This technology will allow a user of the Mass Notification System to launch a message to a pre-defined call list when a pc or internet connection is not available.

CO - In the field of telecommunications, a telephone exchange or telephone switch is a system of electronic components that connects telephone calls. A central office is the physical building used to house inside plant equipment including telephone switches, which make telephone calls "work" in the sense of making connections and relaying the speech information.

Revision History:

<i>Revision Date</i>	<i>Version No.</i>	<i>Approver Name</i>	<i>Description</i>
June 16, 2008	1.0	PMNS Policy Committee and PMNS Executive Review Team	Document Originated.
September 30, 2010	2.0	AlertOC Advisory Committee	Revisions to governance and activation of system, addition of water agencies, expansion of testing requirements.

EXHIBIT C

NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT BETWEEN
PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA,
AND
THE COUNTY OF ORANGE, CALIFORNIA

THIS AGREEMENT, effective this 28th day of June, 2008, ("Effective Date") is between PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA, a California corporation (hereinafter "SBC California"), County of Orange (hereinafter "Customer") and NTI Group, Inc. (hereinafter "Subcontractor").

1. Customer has requested Neighborhood Call service from SBC California under SBC California's Tariff, CAL.P.U.C. NO. A9.2.6 and agrees to comply with all provisions of SBC California's Tariff, CAL.P.U.C. NO. A9.2.6.
2. Customer has identified Subcontractor as its agent for obtaining Neighborhood Call subscriber information from SBC California for provision of community alerts and notifications to citizens as defined in California Public Utilities Commission Code Sections 2872 and 2891.1 and as allowed in SBC California's Tariff, CAL.P.U.C. NO. A9.2.6. In the event Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information, Customer shall provide SBC California written notice of such change 30 days in advance of Subcontractor's agency status being terminated by Customer.
3. Subcontractor certifies that it has reviewed the terms and conditions of the SBC California Tariff, CAL. P.U.C. NO. A9.2.6 for Neighborhood Call and specifically A9.2.6B.2.b which stipulates in part: "The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed."
4. Subcontractor agrees to comply with each of the obligations contained in SBC California's Tariff, CAL. P.U.C. NO. A9.2.6.B.2.b for Neighborhood Call Tariff. Notwithstanding the preceding sentence, Subcontractor agrees that no Neighborhood Call subscriber information will be shared with any non-employee of Subcontractor, whether it be a subcontractor or agent, without the written authorization of Customer and the execution of a Nondisclosure Agreement with SBC California.
5. This Nondisclosure Agreement shall be in effect from the Effective Date until such time that Customer terminates its request for Neighborhood Call service from SBC California or Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information. Subcontractor's duty to keep the Neighborhood Call subscriber information confidential shall continue beyond the term of this Nondisclosure Agreement until such time that Subcontractor returns to SBC California all Neighborhood Call subscriber information in a tangible form or certifies to SBC California that such information has been destroyed.
6. Nothing contained in this Nondisclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any information.
7. This Nondisclosure Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
8. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

[SIGNATURE PAGE FOLLOWS]

PACIFIC BELL TELEPHONE COMPANY dba
SBC CALIFORNIA

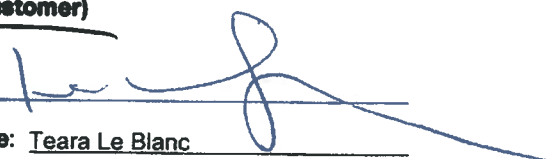
By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Customer)

By:  _____

Print Name: Teara Le Blanc

Title Program Manager

Date Signed: June 30, 2008

XXXX (Subcontractor and/or Agent)

By: _____

Print Name: _____

Title: _____

Date Signed: _____

5.3 MINUTES

5.3.1 REGULAR MEETING, MAY 22, 2012

MOTION TO APPROVE THE MINUTES OF THE MAY 22, 2012, REGULAR MEETING AS REFERENCED IN CITY COUNCIL MINUTES BEGINNING ON PAGE 5, BY M/AGENCY MEMBER BRESSETTE, S/VICE CHAIR LAUTENSCHLEGER.

APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE BANK, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY.

Chair Carruth opened the Public Hearing.

Chip Williams, Architect for Gensler, spoke on Conditional Use Permit/Site Development Permit No. 4-12-2219.

Austin Hahn, Civil Engineer, representative of Chase Bank, spoke on Conditional Use Permit/Site Development Permit No. 4-12-2219 and answered questions from the City Council.

Chair Carruth closed the Public Hearing.

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2012-06-12-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY; AND THE CITY COUNCIL DIRECTED STAFF TO WORK WITH THE APPLICANT TO MAKE APPROPRIATE CHANGES TO THE LANDSCAPE ENHANCEMENTS, BY M/AGENCY MEMBER SONGSTAD, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

5.5 ADMINISTRATIVE REPORTS

5.5.1 SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

Michael Mofid, owner of The Hills Hotel, spoke on the proposed new Master Sign program for The Hills Hotel and answered questions from the City Council.

Dr. Raghu Mathur, Laguna Hills, spoke in support of the owner of The Hills Hotel and the proposed new Master Sign program.

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2012-06-12-2, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT, AMENDING CONDITION OF APPROVAL NO. 13 TO ADD THE FOLLOWING SENTENCE: "THE LED READER BOARD MESSAGE COPY SHALL NOT CHANGE MORE THAN FIVE TIMES WITHIN A 24-HOUR PERIOD, BY AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER SONGSTAD.

APPROVED BY A VOTE OF 4-1 (CHAIR CARRUTH VOTING NO).

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 9:06 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

There were no Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Deputy City Manager/Community Services

7.2.1 FOURTH OF JULY EVENT BOOTHS

Council Member Kogerman announced that she had an issue with this item, as her husband was mentioned in the staff report and that he had voluntarily consulted with these two City Council candidates. Council Member Kogerman indicated there was no financial conflict of interest involved or legal reason not to participate, but in order to avoid the appearance of impropriety, she would excuse herself from the discussion and the dais, and left the meeting.

Mav Bressette, Laguna Hills, supported the proposed City policy to restrict the rental of booths to resident, nonprofit organizations only, for the Fourth of July Event.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 26, 2012

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU
COMMUNITY DEVELOPMENT DIRECTOR**

ISSUE: SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 4-12-2223, A REQUEST BY SOKA GAKKAI INTERNATIONAL-USA, TO ESTABLISH THE SGI-USA BUDDHIST CENTER, A RELIGIOUS FACILITY, IN AN EXISTING BUILDING AND PARKING USE PERMIT AT 23002 MOULTON PARKWAY IN THE MIXED USE ZONE.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 4-12-2223, A REQUEST BY SOKA GAKKAI INTERNATIONAL-USA, TO ESTABLISH THE SGI-USA BUDDHIST CENTER, A RELIGIOUS FACILITY, IN AN EXISTING BUILDING AND PARKING USE PERMIT AT 23002 MOULTON PARKWAY IN THE MIXED USE ZONE."

SUMMARY:

The Sapetto Group, on behalf of Soka Gakkai International USA (Applicant), a Buddhist organization, has filed an application to establish the Laguna Hills Buddhist Center in an existing +/- 18,000 square foot building at 23002 Moulton Parkway near the intersection with Lake Forest Drive. The Buddhist Center will provide a gathering place for local members to congregate for worship, study, and fellowship. The building has previously housed a church, and functionally, the Buddhist Center will be similar to the churches that previously occupied the site.

The applicant is requesting to expand the use and pursuant to a previous City requirement, a new Site Development Permit (SDP) and Parking Use Permit (PUP) are needed. Like the previous churches occupying the subject site, the Buddhist Center's peak use times will be Sunday mornings for large worship services and weeknights for gatherings such as study groups and fellowship. During weekday hours the Buddhist Center will be open and staffed, but will not typically have any organized, large gatherings.

After converting an existing 6,000 square foot attic space into office space, the use will maintain around 2,300 square feet for sanctuary purposes, 15,000 square feet for conference rooms, office, library and other ancillary space, and an additional 6,500 square feet for warehousing (+/- 24,000 square feet total). The project requires 79 spaces as required by the Laguna Hills Municipal Code (LHMC). The project site contains 46 spaces (on-site parking) and remaining spaces needed to serve the use will be provided through off-site parking. The LHMC allows the City to recognize 79 off-site parking stalls to serve the project. Due to varying parking demand for these off-site spaces throughout the week, 39 spaces are expected to be available to serve the use during the weekday and 56 spaces are expected to be available to serve the use on Sundays, which is the expected peak parking demand period for the proposed project.

Staff has reviewed the development requirements of the LHMC as well as General Plan issues, goals, and strategies, and has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public health, safety, and general welfare.

AUTHORITY:

An SDP is required for most exterior modifications to commercial properties and for approval of church uses in the MXU zone. LHMC Section 9-92.030 grants the Planning Agency the authority to review and approve PUPs. Staff notes the CUP listed as part of the project is a component of the PUP.

BACKGROUND:

The subject site is approximately 1.3 acres in the MXU zone and is improved with an 18,000 square foot building and maintains 46 on-site parking spaces. Churches and other similar uses are permitted in this zone subject to approval of an SDP. The site was originally a retail/warehouse building. In 2008 New Song Calvary Chapel was granted an SDP/CUP/PUP No. 2008-035 to use the building as a church. The building on the site is divided into two distinct areas. New Song made tenant improvements to convert around 8,000 square feet into a sanctuary, offices, and classrooms to be utilized by the church; it left approximately 10,000 square feet unfinished which was utilized as a warehouse area.

New Song has since moved out and the tenant space is now utilized by Life House Church. Life House made no changes to the existing tenant space, as approved for New Song and agreed to the conditions of approval of SDP/CUP/PUP 2008-035. The Applicant proposes expanding the religious use into some of the warehouse and attic space. While the sanctuary will remain approximately the same size, the Laguna Hills Buddhist Center will have considerably more classrooms and conference rooms. A large portion of the space will remain warehouse. Despite the expansion of classrooms and conference rooms, the size of the sanctuary remains the primary driver of required parking for the use.

SDP/CUP/PUP 2008-035 included very specific conditions regarding maximum occupancy during weekdays, maximum occupancy of the church facility at any time, as well as a condition that required that any additional capacity be granted through a *new CUP*. Therefore, the Applicant has submitted the subject SDP/CUP/PUP application with a detailed parking study demonstrating that the parking required by the LHMC is provided at all times through joint use of parking facilities in the adjacent Plaza Del Lago commercial center. This results in an SDP/CUP/PUP that is much more functional in terms of its ability to be transferred to the next property owner/tenant, should the owners decide to sell and/or rent to another similar use. Typically when an entitlement is issued it “runs with the land” meaning it can be transferred to subsequent property and/ or business owners with little or no City involvement. Changes to the operation or intensity of a previously entitled use or improvement may require an amendment to the City-issued entitlement.

PROJECT DESCRIPTION AND ANALYSIS:

Tenant Improvement

The Buddhist Center proposes extensive tenant improvements. The existing sanctuary will remain largely unchanged. The rest of the first floor will be reconfigured and approximately 3,500 square feet of warehouse will be finished to be used as offices, classrooms, and other meeting rooms. Additionally, the second floor attic space will be finished adding approximately 6,500 square feet for finished floor area to the building. The resulting Buddhist Center will be approximately 18,000 square feet of finished area (2,400 square feet of which will be sanctuary) and 6,500 square feet will remain warehouse area.

Some minor exterior modifications are also proposed, including removal of an existing roll-up door on the south elevation and reconfiguring the existing entrance, adding additional windows. The building will also be re-painted (see Attachment 4) and have a new sign installed, roughly in the same location as the existing church sign. The sign(s) will be within the requirements of the LHMC; no master sign program is required.

Parking

Parking demand for churches and similar uses is dependent upon the size of the main assembly area or sanctuary. The LHMC requires 1 parking space per 35 square feet within the main auditorium. The parking study calculated the parking required using a sanctuary size +/- 400 square feet larger than the actual sanctuary size shown on project plans resulting in 90 spaces for a sanctuary sized at +/- 3,100 square feet. The project plans depict an actual sanctuary size (including the stage area) to be 2,765 square feet. The resulting parking need is 79 spaces. Additionally, 5 spaces are required per the LHMC for the warehouse area. Therefore, the total parking required is 84 parking spaces. There are 46 parking spaces provided on the subject site resulting in an off-site parking need of 38 parking spaces.

The LHMC allows joint use of parking facilities between multiple uses on multiple building sites provided the spaces are within 300 feet of the subject site, and provided a covenant

agreement is recorded with the County. A "Reciprocal Vehicular Access and Parking Easement Agreement" between parcels 1, 2, and 3 (see below map) was recorded on February 23, 1978. The parking study (see Attachment 3) studied the 79 parking spaces available within 300 feet of the subject site at varying times (Sunday during service times, weekday lunch hours, evening hours, etc.) and determined that even during the period of highest parking demand for the adjacent Plaza Del Lago (the weekday lunch hour), there are 85 parking spaces available for the Buddhist Center to use (46 on-site and 39 off-site). During the weekend worship times for the Buddhist Center 56 off-site spaces will be available since other businesses at the Plaza Del Lago are closed providing a parking supply of 112 spaces (46 on-site and 56 off-site).

Additionally, the peak time for Plaza Del Lago is during a time where the Buddhist Center is expected to have very few occupants. Maximum occupancies for the Buddhist Center are on Sunday mornings and weeknight evenings when many of the businesses in Plaza Del Lago are closed.



The parking study did not rely on any parking from the Laguna Hills Center (parcel 1) because the Buddhist Center, like the churches before it, will not utilize the parking for that center. The owners of the Laguna Hills Center have expressed concerns in the past regarding overflow parking from the church onto the center. In effort to help discourage

Buddhist Center users from parking in the Laguna Hills Center, all doors on the north side of the building will be required to be exit only. The Buddhist Center is required to limit entry into the building at the south entrance at the front of the building (**Condition 25**).

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with CEQA. Upon completion of this review, it has been determined that the proposed project is categorically exempt from CEQA, pursuant to CEQA Guidelines Section 15301 (Class 1, Existing Facilities). Categorical Exemptions are designated for classes of projects which have been determined not to have a significant effect on the environment and which have therefore been exempted from the requirements of CEQA. The Class 1 exemption applies to the operation, permitting, and/or minor alteration of existing structures or facilities involving negligible or no expansion of use beyond that existing such as interior alterations or additions of less than 10,000 square feet. Alterations to the existing building amount to the conversion of 6,500 square feet of attic space to habitable building space.

PUBLIC COMMENT:

Public Hearing notices were sent out to all property owners within a 300 square foot radius of the subject site, as well as to all tenants on the adjacent properties that have a shared parking agreement with the subject property. Courtesy notices were also sent to the tenants of the small shopping center directly north of the subject property to notify them of the application, even though the Buddhist Center will not be utilizing parking on that property. As of this writing, no comments have been received. Additionally the Applicant has conducted their own outreach to the tenants in the adjoining center with which the Buddhist Center will share parking, including attempting to contact the tenants in person or by phone, as well as mailing their own notice.

CONCLUSION:

The proposed Laguna Hills Buddhist Center will function similar to churches that have previously occupied the site. The typical peak use of the Buddhist Center will be during Sunday mornings and weeknights, when the adjacent Plaza Del Lago is experiencing its off-peak times when many of the businesses are closed. In the unlikely event that the Buddhist Center should have a mid-week daytime event during Plaza del Lago's peak demand time (the weekday lunch hour), the parking study demonstrates that adequate parking will be provided based on the LHMC required parking ratios. Conditions have been added which restrict the Buddhist Center from using parking in the Laguna Hills Center property to avoid potential conflicts with businesses in the center. The minor exterior changes proposed are within development standards and design guidelines. Because there are no residences directly adjoining the property, incidental impacts such as noise will not be an issue.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 4-12-2223, A REQUEST BY SOKA GAKKAI INTERNATIONAL-USA, TO ESTABLISH THE SGI-USA BUDDHIST CENTER, A RELIGIOUS FACILITY, IN AN EXISTING BUILDING AND PARKING USE PERMIT AT 23002 MOULTON PARKWAY IN THE MIXED USE ZONE."

ATTACHMENTS:

1. Resolution of Approval
2. Letter of Justification
3. Parking Study
4. Color and Material Board
5. Plans

RESOLUTION NO. PA2012-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 4-12-2223, A REQUEST BY SOKA GAKKAI INTERNATIONAL – USA, TO ESTABLISH THE SGI-USA BUDDHIST CENTER, A RELIGIOUS FACILITY, IN AN EXISTING BUILDING AND PARKING USE PERMIT AT 23002 MOULTON PARKWAY IN THE MIXED USE ZONE

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

WHEREAS, an application for Site Development Permit/Conditional Use Permit/Parking Use Permit (SDP/CUP/PUP) No. 4-12-2223 has been received to remodel an existing building and establish a religious facility at 23002 Moulton Parkway in the Mixed Use (MXU) zone; and

WHEREAS, SDP/CUP/PUP No. 4-12-2223 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 (CEQA Guidelines §15301, Existing Facilities) exemption; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a public hearing held on June 26, 2012.

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. That the required findings by the City for approval of SDP/CUP/PUP No. 4-12-2223 been met and made as follows:

Site Development Permit

1. The site design complies with standards of the development code in that:

The subject site consists of an existing building and on-site parking. The Applicant proposes no changes to the site design, except minor modifications to ADA parking, as required by the CA Building Code, and a small portion of landscape removal. The landscape will continue to be consistent with the landscape lot coverage established in the LHMC. Parking requirements of the LHMC will be met through the approval of the PUP, which allows shared parking between the church and the adjacent commercial center. Required parking is provided through 46 on-site spaces and 38 off-site spaces on adjoining property available as a result of a reciprocal parking agreement recorded in 1978.

2. The site is suitable for the proposed development in that:

The site is an existing commercial property located within a commercial area. There are no residences in close proximity to the subject site that may be affected by the religious facility's operation. The existing building is large enough to accommodate the facility and the adjacent commercial center has enough parking to share parking with the facility to meet parking requirements.

3. The project is consistent with the general plan and applicable design guidelines in that:

The subject site is within the Mixed Use land use designation. Churches (religious facilities) and other similar uses are permitted within this land use designation subject to the approval of a SDP. Additionally, the General Plan encourages new uses and services to be made available in the community, such as the proposed use. Only minor exterior modifications are proposed with this application and the design guidelines set forth in the LHMC are not applicable.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

There is adequate space within the existing building for the proposed use. Building permits are required to do any tenant improvements such as the tenant improvements proposed in this application. Therefore, the structure and safety will be verified during building plan check and inspections. Conditions of approval require building permits and compliance with OCFA regulations.

Parking Use Permit/ Conditional Use Permit

1. The proposed use is consistent with the General Plan in that:

The joint use of parking facilities proposed in this application is consistent with the General Plan because one of the goals of the General Plan is to ensure adequate parking is provided for all uses without unnecessarily impeding development. The General Plan also sets forth a policy to encourage parking in shared lots to make the most efficient use of land.

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 in that:

The surrounding uses have been noted and applicable use information was accumulated in the parking study for this project. A parking study prepared for the project has demonstrated that adequate parking is provided on the subject site and on the adjacent property (Plaza Del Lago) within 300 feet of the subject property for the proposed use, consistent with the joint use parking requirements of the city. The joint use of parking will not negatively impact surrounding businesses because there is enough shared parking to accommodate all uses. A condition of approval has been added to ensure that the joint parking agreement is not

detrimental to the Laguna Hills Center, to the north of the subject site, which has more limited available parking.

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 in that:

The subject site is an ideal area for joint use of parking, due to the extra parking available on adjacent property. Additionally the use is an ideal use to pair with the other uses at the adjoining center that will share parking due to the varying peak hours of each business. The commercial center's peak times are during weekday hours, especially the lunch hour, while the church's peak times are on Sundays and weekday evenings when many of the commercial center's businesses are closed or have reduced staffing levels ensuring an adequate parking supply for the proposed use.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved in that:

Based on the LHMC parking ratios, the subject use is required to have 84 off-street parking spaces. While only 46 parking spaces are provided on the subject site, the adjacent commercial center has 38 parking spaces that can be utilized by the church. During the peak use times of the church, there will typically be more than 38 parking spaces in the commercial center than can be utilized by the church without causing negative impacts to the other businesses, as demonstrated by the parking study. The LHMC allows such joint use of parking facilities.

5. The conditions and limitations placed upon the use are necessary to insure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare in that:

The conditions imposed on the project approval are standard and are intended to insure compatibility with adjacent uses and ensure that the joint parking agreement does not negatively impact other surrounding businesses. For example Condition 25 requires the facility to limit the location of its building entry away from adjoining retail uses to ensure users of the facility park in areas intended for the facility and not for retail uses.

6. The proposed joint parking permit is consistent with the intent and purpose of the development code in that:

By establishing theoretical parking ratios for different types of uses, the development code intends to anticipate the amount of parking that will be needed to adequately serve proposed uses, thereby ensuring parking availability and relative ease of parking for patrons, which is consistent with goals of the General Plan. Through completion of a parking study, the Applicant has demonstrated that there is sufficient shared parking for both the church use and the businesses in the commercial center and that the 38 off-site parking spaces required for the church can be found in the commercial center without impacting parking for the businesses in the commercial center, thereby meeting the intent of the development code in establishing parking standards.

7. The joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities in that:

Shared parking is established on the subject property and made enforceable through the existence of a "Reciprocal Access and Parking Easement Agreement" (recorded in 1978). Further the conditions of approval require any change to such Agreement to be submitted to the City in writing to ensure that the shared parking as discussed in this PUP continues to be provided.

8. The requirement for parking established by the joint parking use permit shall assure that parking demands for the participating uses are continually met:

Shared parking is established on the subject property through the existence of a "Reciprocal Access and Parking Easement Agreement" (recorded in 1978). The conditions of approval require any change to such Agreement to be submitted to the City in writing to ensure that the shared parking as discussed in this PUP continues to be provided. Further a condition of approval requires that the Applicant complete a parking study in the future, if requested by the City, to demonstrate that the parking ratios established in the LHMC continue to be met for all uses that share parking.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDP/CUP/PUP No. 4-12-2223 subject to the following conditions:

General

1. This approval 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.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of said Site Development Permit by the Laguna Hills Planning Agency.
3. As a condition of issuance of this approval, the Applicant, hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is

- not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
4. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
 5. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of SDP/CUP/PUP No. 4-12-2223 within 60 days of the Planning Agency's approval.
 6. The Conditional Use Permit and associated entitlements shall expire and be of no further force or effect if the permit is not implemented within two years from June 26, 2012.
 7. 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.
 8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the applicant/owner may protest any fees, dedications, reservation or other exaction imposed in connection with this project through these conditions of approval begins on the date that the Planning Agency adopts its resolution approving this project and related permits.

Building

9. The Applicant shall be responsible for ensuring building permits are obtained prior to commencement of any work for which a permit is required, pursuant to section 105 of the 2010 California Building Code.
10. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, pursuant to section 107 of the 2010 California Building Code.
11. The Applicant shall secure any required approvals from the Orange County Fire Authority (OCFA) and the Planning Department prior to issuance of any required building permit.
12. At the time of permit issuance the Applicant shall submit Construction and Demolition Waste Recycling Program paper work if applicable, pursuant to City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board.
13. The Applicant shall be responsible for compliance with all general construction water quality requirements pursuant to City of Laguna Hills Ordinance No. 2003-12.
14. The Applicant shall be responsible for compliance with California Disabled Accessibility requirements at the time of document submittal for the purpose of permit issuance, pursuant to chapter 11 of the California Building Code, including providing the required amount of accessible parking on the subject site.

15. The Applicant shall be responsible for compliance with all applicable requirements of the California Energy Commission at the time of document submittal for the purpose of permit issuance.
16. All construction shall comply with the 2010 California Building, Plumbing, Mechanical, and Electrical Codes in regards to A-3 occupancies.

Orange County Fire Authority

17. Prior to issuance of building permits, the Applicant shall submit an Architectural Plan (service codes PR200-PR285) to OCFA for review.
18. Prior to concealing interior construction, the Applicant shall submit a Fire Alarm System Plan (service codes PR500-PR520) to OCFA if modified, provided voluntarily, or required by code.
19. Prior to concealing interior construction, the Applicant shall submit a Fire Sprinkler System Plan (service codes PR430-PR455) to OCFA if the building is currently sprinklered and the system requires modification.

Planning

20. In order to avoid potential adverse impacts to adjacent uses, all group assembly activities associated with the facility shall be conducted entirely within the building/tenant space.
21. All doors leading to the facility shall remain closed during services to prevent the use from generating noise impacts to the adjacent uses in the business park.
22. All noise generated by the project, including construction noise shall meet noise requirements pursuant to L.H.M.C. Chapter 5-24.
23. All signage (temporary and permanent), including any required approvals and permits, shall comply with L.H.M.C. Chapter 9-42. Signs shall be maintained to prevent deterioration, disrepair and shall be legible and in good condition.
24. Should the City receive neighbor complaints regarding noise, traffic, or parking, the Applicant shall provide all reasonable effort to work with the City and neighbors to resolve the issue.
25. Staff and visitors to the facility use shall not utilize parking in the Laguna Hills Center parking lot. All offsite parking shall be accommodated on the Plaza Del Lago property. To discourage the use of the Laguna Hills Center parking lot, all doors on the north side of the building shall be labeled and used for emergency exiting only. The entrance to the facility shall be maintained at the south end of the building, adjacent to the onsite parking facilities, as shown on the submitted plans.
26. The Applicant shall notify the City in writing at least 60 days in advance of recording any proposed agreement or other instrument

that seeks to terminate or amend the "Reciprocal Vehicular Access and Parking Easement Agreement" recorded in the County of Orange on February 23, 1978.

PASSED, APPROVED, AND ADOPTED this 26th day of June, 2012.

MELODY CARRUTH, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2012- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 26th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

Attachment A - Revised May 21, 2012

SGI USA - Laguna Hills Community Center – CUP Application

Project Description

Soka Gakkai International- USA(SGI-USA), a Buddhist organization, is submitting a Conditional Use Permit/Parking Use Permit/Site Development Permit Application to the City of Laguna Hills for the property at 23002 Moulton Parkway for use as a church-type use to be known as SGI-USA Buddhist Center. 23002 Moulton is an existing commercial/ industrial building, currently occupied by Lighthouse Worship and is located in an existing business park. The property is a part of a Reciprocal Vehicular Access and Parking Easement Agreement recorded February 23, 1978 which allows for reciprocal access and shared parking among the noted properties. A CUP/Parking Use Permit/Site Development Permit for the site to be utilized as a Church facility was originally approved by the City of Laguna Hills in 2008 (Resolution No. PA2008-08-26-1) for New Song Calvary Chapel.

On typical weeknights and Saturdays, SGI -USA will hold prayer gatherings mostly in the conference rooms, to allow for small groups, within the facility. On Sundays the main gathering area would be utilized for group prayer and then the members break into smaller groups using the conference rooms. During the typical work week weekdays, between the hours of 8:00am to 5:00pm the facility will be open and staffed by 3-4 full or part time employees who handle the day to day office needs. The Center will be open for members to use for personal worship, study and small informal discussion groups. Typically, only the 46 parking stalls allocated to the building will be utilized during weekday hours, however, in the event the Center is utilized for a special event utilizing the main assembly area, the parking study demonstrates that an adequate parking supply is available.

The typical hours of operation are as follows:

Weekdays - 8:00am to 5:00pm

Weeknights - 7:00pm to 9:00pm

Saturdays - 9:00am to 9:00pm

Sundays - 9:00am to 9:00pm

The facility is a total of 24,407sf with a first floor containing a sanctuary, staff office areas, a library, conference rooms, break room, rest rooms and 6,527 sf of warehouse storage with a total area of 18,004 sf. A second floor includes additional conference rooms, break room, storage and rest rooms with a total area of 6,403sf.

Tenant improvements within the building are proposed however, no changes are proposed to the existing footprint of the building with the exception of the expansion of a patio area at the front door to allow for improved ingress and egress from the building. A small amount of landscape area will be removed to allow for the patio but the total of amount of landscape is 16.01% which exceeds City requirements. No changes are proposed to existing parking areas.

Revised signage will be provided under separate submittal for review by the City of Laguna Hills.

A total of 46 parking spaces are available on the property. The parking analysis indicates that the worst case peak time of use would be on Sundays when up to a total of 90 spaces (per City Code) could be needed which would require an additional 43 spaces which can be handled by the 314 spaces available per the Reciprocal Vehicular Access and Parking Easement Agreement. (The Parking Analysis has been prepared by Urban Crossroads and is attached for City review.)

Attachment B – SGI USA – Laguna Hills Community Center Site Information

The project site address is 23002 Moulton Parkway and is a previously constructed commercial/industrial building located on a parcel of 1.27 acres in size on the eastern side of Moulton Parkway, south of Lake Forest Drive in the City of Laguna Hills. Moulton Parkway becomes Irvine Center Drive north of Lake Forest Drive. Ridge Route Drive is to the south and Bake Parkway to the north. Interstate 5 (Santa Ana Freeway) is located to the east and Interstate 405 (the San Diego Freeway) is located to the north.

The topography of the site is flat with a slight sloping to the north. A hilly area located to the west and southwest. The elevation is approximately 265 feet above sea level. The Canada Flood Control Channel is adjacent to the south, the San Diego Creek to the north and the Borrego Canyon Wash and Agua Chinin Wash are further to the north.

The project has a Mixed Use MXU zoning designation and is surrounded by the following uses:

North: 22972 Moulton Parkway, a retail center.

East: 23015 Moulton Parkway – a multi-tenant industrial building.

South: 23101 Verdugo Drive – a multi-tenant office building

West: across Moulton Parkway, 23011 Moulton Parkway, Building C , Laguna Hills Business Park, a multi-tenant commercial and industrial.

Attachment C – Revised May 21, 2012

Letter of Justification – SGI USA – Laguna Hills Community Center

Findings for Conditional Use Permit:

1. The proposed project is consistent with the General Plan;

The project site has a General Plan designation of Mixed Use (MXU) in the General Plan; a church is a permitted use within the MXU land use designation subject to the approval of a Site Development Permit.

2. That 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;

No significant changes are proposed to the building footprint or exterior area of the building and per the parking analysis there is sufficient parking available for the church and other existing uses given that the church does not have its primary large gatherings during weekdays. Therefore the church use and the joint use parking is complementary to and will not result in any physical changes to the site or negative impacts to existing adjacent uses, buildings, structures or parking.

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

The tenant space has been designed to accommodate the church use and there is adequate parking per the Reciprocal Vehicular Access and Parking Easement Agreement.

4. That all required development standards prescribed by the Laguna Hills Development Code can be achieved; and

The proposed project complies with all applicable development standards set forth in the City's development and zoning codes.

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

The project by design and the findings of the parking analysis is compatible with and will not have a negative impact on adjacent uses and the preservation of public peace, safety and welfare.

Findings for a Joint Parking Use Permit:

1. That the proposed use permit is consistent with the intent and purpose of the Laguna Hills Development Code;

Based on the existence of the Reciprocal Vehicular Access and Parking Easement Agreement, recorded February 23, 1978, all shared parking program requirements per Section 9-44.070 of the Laguna Hills Municipal Code. Per the parking analysis which included analysis of business operations, adjacent tenants are not open during the proposed hours of operation for proposed church. Therefore, the church will have access to spaces during indicated hours.

- 2. That the use permit provides a reasonable and enforceable means for all uses to share parking facilities;**

The Parking Analysis indicates that there is sufficient parking available per the Agreement to address the projected peak use as well as daily use.

- 3. That the requirement for parking established by the use permit shall assure that parking demands for the participating uses are continually met; and**

The Parking Analysis indicates that there is sufficient parking available per the Agreement to address projected peak uses as well as daily use.

- 4. That all the findings for a Conditional Use Permit can be made.**

The findings for the Conditional Use Permit have been addressed above.



41 Corporate Park, Suite 300
Irvine, CA 92606

Prepared by:



Bill Lawson, P.E.

Prepared for:

Mr. Greg Martin
SGI-USA
606 Wilshire Boulevard
Santa Monica, CA 90401

**SGI-USA LAGUNA HILLS COMMUNITY CENTER
PARKING ANALYSIS
CITY OF LAGUNA HILLS, CALIFORNIA**

May 21, 2012

JN: 08090-08 LTR.docx

May 21, 2012

Mr. Greg Martin
SGI-USA
606 Wilshire Boulevard
Santa Monica, CA 90401

Subject: SGI - USA Laguna Hills Community Center Parking Analysis (Revised)

Dear Mr. Martin:

Urban Crossroads, Inc. is pleased to submit this revised parking assessment for the proposed SGI-USA Laguna Hills Community Center located at 23002 Moulton Parkway, Laguna Hills, California as shown on Exhibit A. This parking study has been revised in response to the May 4, 2012 review comments provided by the City of Laguna Hills. The purpose of this work effort is to assess the potential weekday and weekend parking impacts associated with the development of the proposed community center. In addition, the parking analysis includes a review of parking availability within the existing shared parking agreement, December 22, 2008, with the neighboring parcels located at 23015 Del Lago Drive, 23001 Del Lago Drive, and 23052 Moulton Parkway as shown on Exhibit B.

This parking study describes the existing uses at 23002 Moulton Parkway, 23015 Del Lago Drive, 23001 Del Lago Drive, and 23052 Moulton Parkway, the current parking supply, the City of Laguna Hills parking requirements, the expected parking demand with the proposed project, and the results of parking survey completed on Sunday, January 22nd and Thursday, May 17th, 2012 during peak conditions. These properties are all part of a Reciprocal Vehicular Access and Parking Easement Agreement dated January 26, 1978.

Existing Use Details

The existing building at 23002 Moulton Parkway is currently operated by Lifehouse Worship. To the east of the proposed project site is an existing commercial center containing twenty-two (22) units, one (1) of which is vacant. Uses within this commercial center include general retail, home furnishing stores, fitness uses, fast food restaurants, cafés, and beauty supply stores. Based on our field survey, seven (7) units within the building located at 23052 Moulton Parkway are open for business on Sundays, when the Lifehouse Worship experiences the peak parking demand. All other units within the

commercial center are closed on Sundays. The Laguna Hills Center located immediately north of the project site at the southeast corner of Moulton Parkway and Lake Forest Drive was not included as part of this parking analysis. This is consistent with the previous parking management plan and the conditional use permit for the site that discourages patrons from using parking in the Laguna Hills Center.

Parking Supply

To identify the areas of parking demand in the study area, twenty-one (21) parking zones were defined as shown on Exhibit 3. For the purposes of this analysis, the parking zones in the immediate vicinity of the proposed SGI-USA Laguna Hills Community Center (parking zones 1 to 4) were assumed to be available for the exclusive use of the Community Center during services and meetings. The four (4) zones adjacent to the proposed community center currently contain 47 parking stalls. However, the proposed project is required to provide 4 disabled access parking stalls instead of the 3 parking stalls that are currently provided. This revision will result in the availability of 46, not 47 spaces immediately adjacent to the subject building. The total existing parking lot parking supply surrounding the existing church and neighboring commercial center parking lot includes 303 marked parking stalls for motor vehicles, 11 of which are marked for handicapped parking. Study area photos of the commercial center are included in Appendix A.

City of Laguna Hills Parking Requirements

Table 9-44.A, Number of Parking Stalls Required, of the City of Laguna Hills municipal code defines the parking requirements for each type of use. The municipal code parking requirements included in Appendix B establishes the minimum parking requirements for parking stalls by land use type. The following parking rates are applicable to the proposed project:

- Church, religious facility: One (1) stall per 3 fixed seats (or 54" of bench seating), or 1 stall per 35 square feet of gross floor area within main auditorium where no seats are provided.
- Warehouses: One (1) stall per 1,500 square feet of gross floor area, plus one (1) stall per 250 square feet of office use.

- Medical and Dental Office: One (1) stall per 150 square feet of gross floor area.
- Art Galleries: One (1) stall per 500 square feet of gross floor area.
- Business and Professional Office: One (1) stall per 300 square feet of gross floor area.
- Automotive Service and Repair: One (1) stall per 500 square feet of gross floor area when no bays are defined.
- Furniture Stores / Home Furnishing: One (1) stall per 500 square feet of gross floor area.
- General Retail: One (1) stall per 200 square feet of gross floor area.
- Restaurants:
 - Dine-in (<4,000 SF-GFA) One (1) stall per 100 square feet of gross floor area.
 - Dine-in (4,000 SF-GFA+) Forty (40) stalls plus one (1) stall per 50 square feet of gross floor area above 4,000 square feet.
 - Fast food Ten (10) stalls or one (1) stall per 50 square feet of gross floor area, whichever is greater.
 - Take-out One (1) stall per 250 square feet of gross floor area.
- Beauty/Nail Salon: Three (3) stalls per beautician chair.

Estimated Parking Demand

The project parking demand is estimated based on the size of the proposed community center and the City of Laguna Hills parking code requirements for each use within the study area. For the purposes of this analysis, the estimated parking demands were taken from the 3rd Edition, *Parking Generation by the Institute of Transportation Engineers*. This source identifies the expected parking demand based on a number of variables including, number of seats, number of attendees and gross floor area.

Table 1 provides a summary of the estimated parking demand, based on the occupancy details provided by *Studley*, in January 2012. The parking ratios were changed for Suites B1, B2, and C1 to reflect a lower parking ratio requirement based on the actual parking demand observed for the occupied land uses. Table 2 provides the project parking demand for four options, Option 1, Church parking rate based on City Code, Option 2, Church parking rate based on number of seats, Option 3, Church parking rate based on number of attendees and Option 4, Church parking rate based on gross

floor area. Each option is calculated including the City of Laguna Hills parking rate for the warehouse portion of the project site. Table 2 shows that the largest parking demand is estimated at 137 stalls for the SGI-USA Laguna Hills Community Center using the rates based on number of attendees. However, when the SGI-USA Laguna Hills Community Center parking demands are calculated using the City of Laguna Hills parking rate of 1 stall per 35 square feet, only 90 parking stalls are necessary.

Parking Count Survey

To assess the existing parking supply, sample parking counts were collected to represent typical weekday and weekend conditions. To assess the weekday conditions, parking counts were collected between the hours of 7 a.m. to 9 p.m. on Thursday, May 17th, 2012. To identify the peak weekend conditions, counts were collected during services on Sunday, January 22nd, 2012. The parking counts reflect typical parking conditions experienced at the existing Lifehouse Worship and neighboring commercial uses.

For the typical weekday conditions, the parking count survey suggests the following:

- During peak parking demand at 1 p.m. 8 vehicles were observed on-site in Parking Analysis Zones 1 through 4.
- Less than half of the parking spaces were occupied in the neighboring parking zones 5, 6 and 7 during the typical weekday conditions.
- For typical weekday conditions approximately 50% of the study area parking stalls are vacant.

During the weekend parking count surveys, the following events were observed:

- Zones 1 through 4 were near capacity during the hours of 10 a.m. to 1 p.m.
- Zone 5 was consistently occupied with company vehicles for Fast Undercar (Suite A2).
- Zones 5 through 21 were generally less than 30% of their capacity.
- For typical Sunday conditions approximately 70% of the study area parking stalls are vacant.

Tables 3 and 4 present a summary of the vehicles observed in the parking lot by Parking Analysis Zone for weekday and Sunday conditions, respectively. The counts gathered show that parking demands for uses within the Parking Management Plan are generally higher for weekday conditions at the commercial uses.

Weekday Parking Analysis

The City of Laguna Hills Parking code (Zoning code section 9.44) requires that all shared parking spaces be within 300 feet via pedestrian pathways. Table 5 provides a summary of the parking stalls with distances ranging from 300 to 450 feet from the proposed SGI-USA Laguna Hills Community Center. Based on the parking stall counts provided in Table 5 and shown on Exhibit 4, 79 off-site parking stalls are located within 300 feet of the project site. With an expected availability of 50% (Table 3) for typical weekday conditions, suggests that roughly 39 spaces will be available for use by the Project within a distance of 300 feet.

The study shows that adequate parking supply is available for all anticipated activities at the Center even during peak weekday conditions between the hours 12 p.m. to 2 p.m. In the case that the Center is fully utilized for a rare special event (300 persons in the main assembly hall) during weekday hours, the parking analysis shows that there is also sufficient available parking for the proposed project except during peak lunch time activities (12 p.m. to 2 p.m.) when it will be four parking stalls short of the City of Laguna Hills Parking code requirement of 90 spaces within 300 feet. In addition, adequate parking supply is available at distances of greater than 350 feet and outside the lunch time hours between 12 p.m to 2 p.m.

Sunday Parking Analysis

Though the highest overall observed parking demand for the project study area occurs during the typical weekday conditions, the highest demand associated with the proposed SGI-USA Laguna Hills Community Center is expected to occur during the Sunday prayer meetings or during the occasional special event. It is important to note that while the prayer meetings or special events may include up to 300 attendees; these meetings are expected to occur on Sundays or during the occasional special

event. During the hours of 9 a.m. to 1 p.m. on Sunday, the study area parking demand is dominated by activities at the existing church. The parking counts collected in support of this work effort show that during peak conditions, approximately 92 parking stalls were occupied with roughly 218 parking stalls remaining open. The parking counts suggest that with the current church operations, 70% of the available parking stalls are unused during peak Sunday conditions.

The City of Laguna Hills Parking code (Zoning code section 9.44) requires that all shared parking spaces be within 300 feet via pedestrian pathways. Table 5 provides a summary of the parking stalls with distances ranging from 300 to 450 feet from the proposed SGI-USA Laguna Hills Community Center. Based on the parking stall counts provided in Table 5 and shown on Exhibit 4, 79 off-site parking stalls are located within 300 feet of the project site. With an expected availability of 70% (Table 4) for typical Sunday conditions, suggests that roughly 56 spaces will be available for use by the Project within a distance of 300 feet. Combined with the 46 stalls on-site, the 102 parking stalls available within 300 feet exceed the City of Laguna Hills Parking code requirement of 90 spaces during Sunday Conditions.

Conclusions

The parking study shows that the four (4) zones adjacent to the proposed community center contain 47 parking stalls. However, the proposed project is required to provide 4 disabled access parking stalls instead of the 3 parking stalls that are currently provided. This revision will result in the availability of 46, not 47 spaces immediately adjacent to the subject building. The total parking lot supply surrounding the existing church and neighboring commercial center parking lot includes 302 marked parking stalls for motor vehicles, 12 of which will be marked for handicapped parking. Table 2 indicates that the parking demand associated with the proposed project could approach 137 parking stalls (90 off-site).

The proposed SGI-USA Laguna Hills Community Center and neighboring commercial uses have complementary parking demand patterns. The peak parking demand for the church occurs on Sundays, when a large portion of the neighboring commercial center uses are closed. Based on the typical weekday and weekend sample parking survey data presented above, the parking lot currently provides

Mr. Greg Martin
SGI-USA
May 21, 2012
Page 7

approximately 211 vacant parking stalls during peak hour times for typical Sunday conditions and 153 vacant parking stalls during peak hour times for typical weekday conditions. With an estimated worst-case off-site parking demand requiring 90 stalls, the SGI-USA Laguna Hills Community Center is not expected to exceed the current parking lot capacity for Sunday Conditions. However, during peak weekday conditions between the hours 12 p.m. to 2 p.m. the parking analysis shows that the proposed project during peak activities will be four parking stalls short of the City of Laguna Hills Parking code requirement of 90 spaces. The four parking stall deficiency is expected to occur only during lunch time hours between 12 p.m. to 2 p.m. with full utilization of the proposed project. However, according to the applicant, full utilization of the proposed SGI-USA Laguna Hills Community Center is not expected during typical weekday lunch hours between 12 p.m. and 2 p.m. In addition, adequate parking supply is available at distances of greater than 350 feet and outside the lunch time hours between 12 p.m to 2 p.m. If you have any questions, please contact me directly at (949) 660-1994, extension 203.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Lawson", with a long, sweeping horizontal line extending to the right.

Bill Lawson, P.E., AICP, PTP
Principal

JN: 08090-08 LTR.docx

EXHIBIT 1
LOCATION MAP

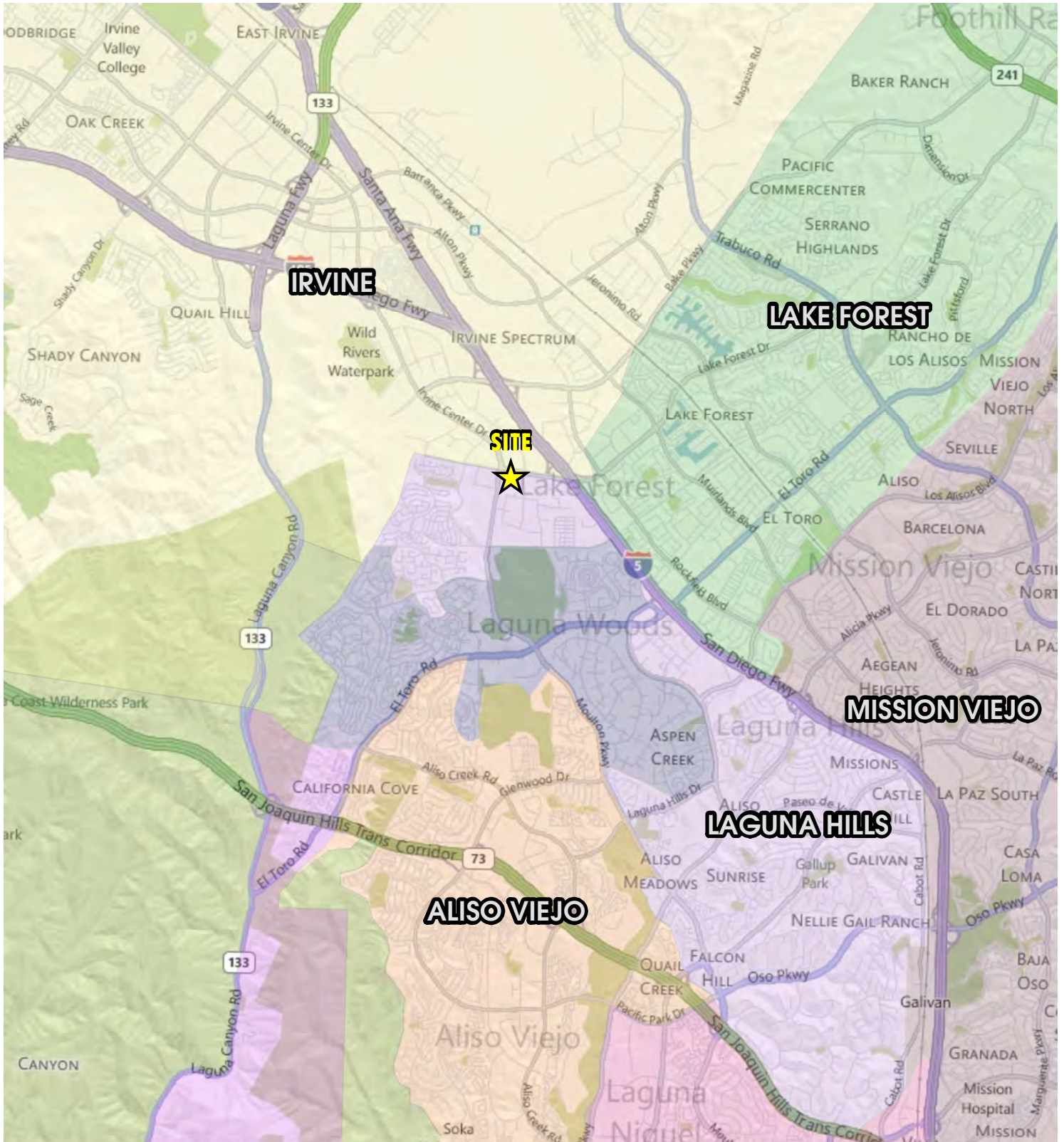


EXHIBIT 2 SITE PLAN

LAKE FOREST DRIVE

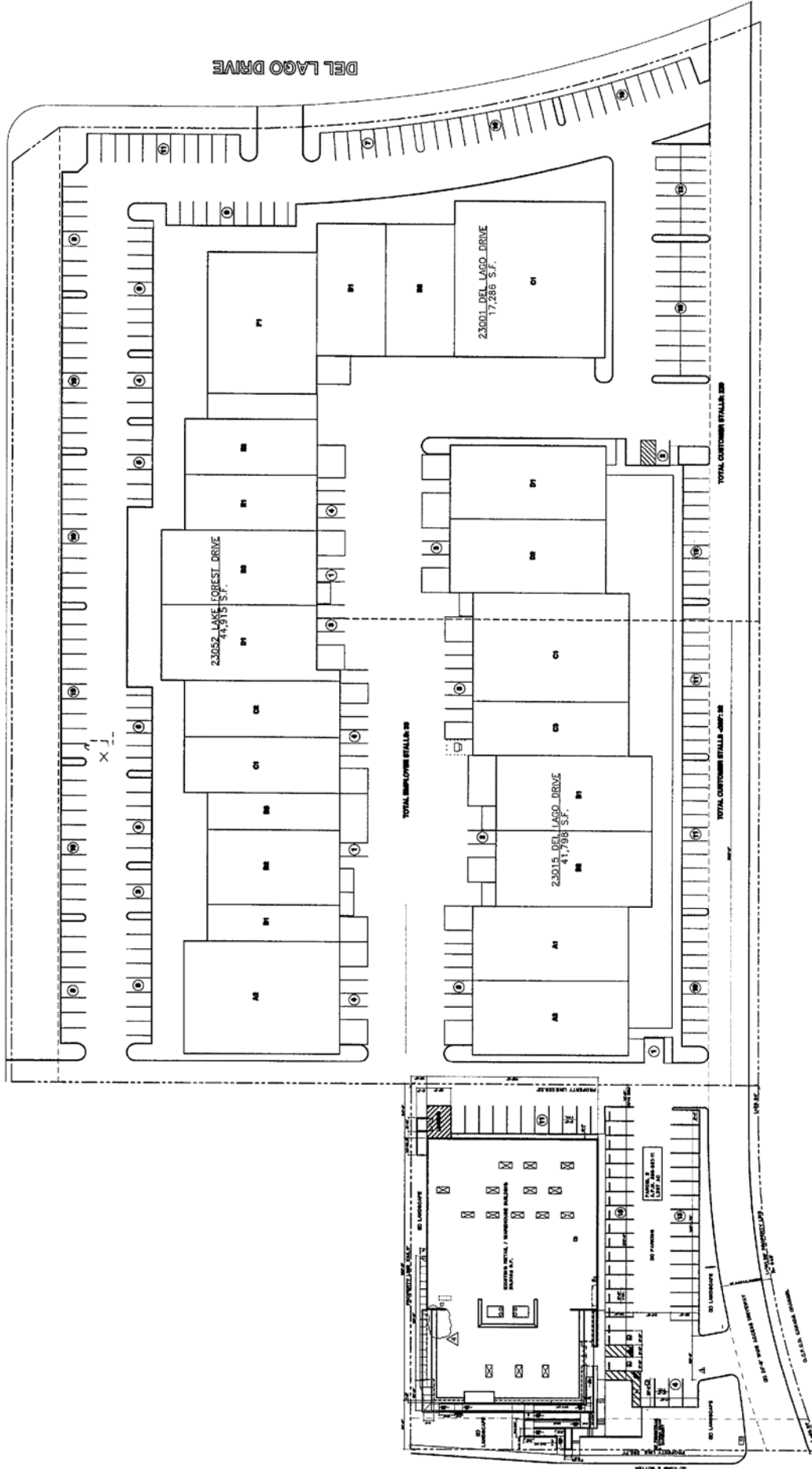


EXHIBIT 3 PARKING ANALYSIS ZONES

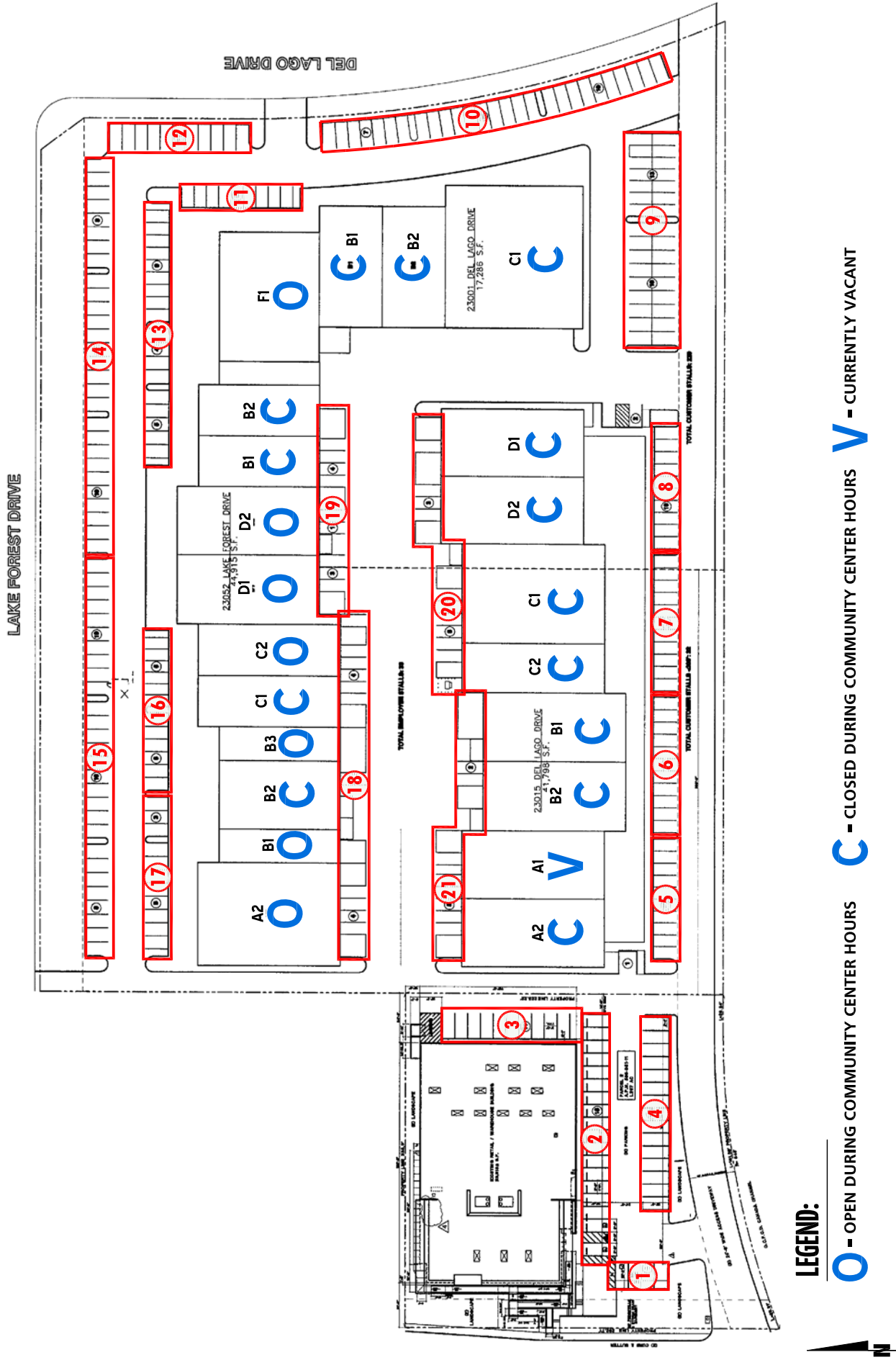
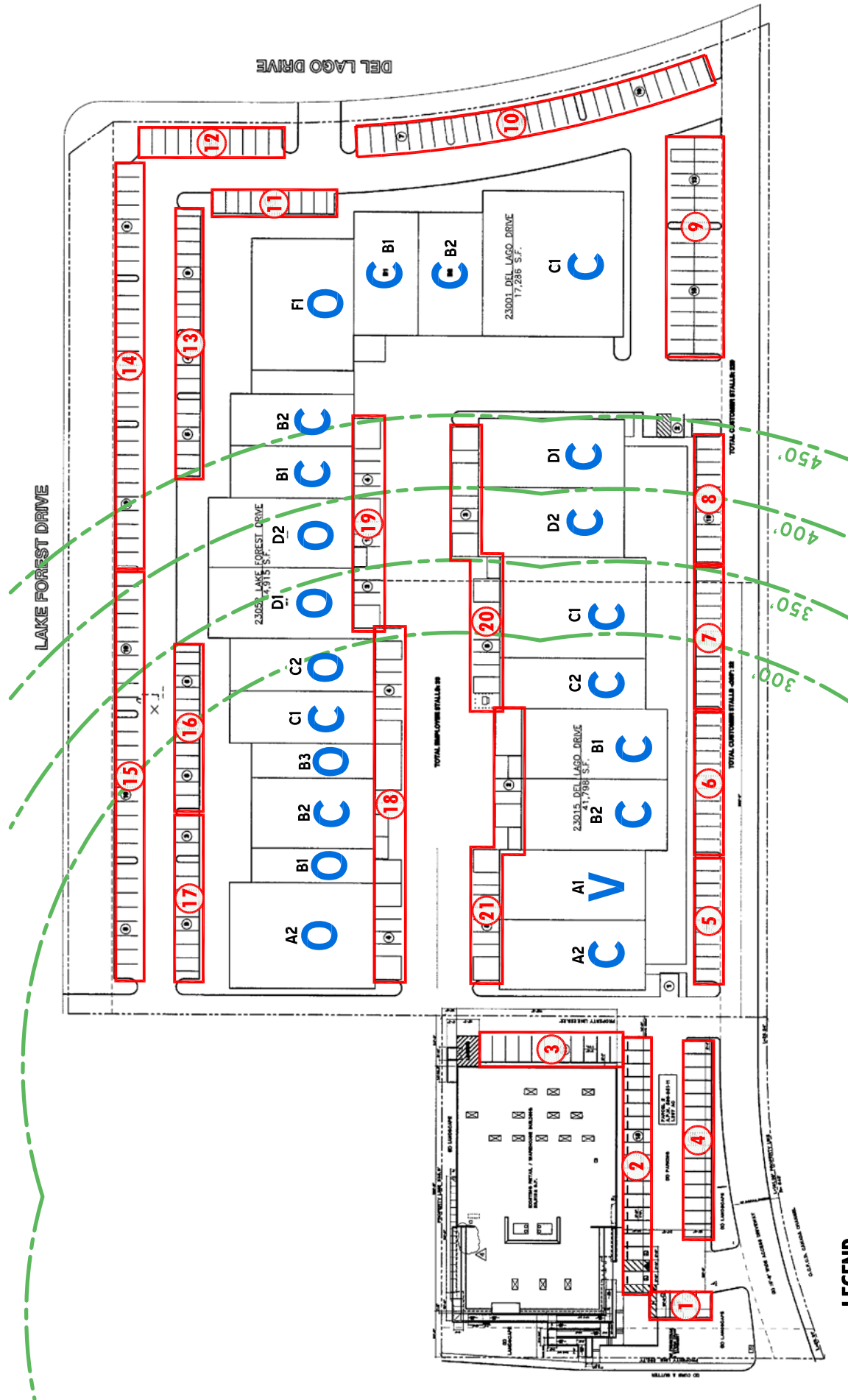


EXHIBIT 4
DISTANCE TO PARKING



LEGEND:

- OPEN DURING COMMUNITY CENTER HOURS
- CLOSED DURING COMMUNITY CENTER HOURS
- CURRENTLY VACANT

Table 1

City of Laguna Hills Municipal Code Parking Requirements

Address	Suite	Land Use	Area (sf) ¹	Parking Ratio ²	Required Spaces	Open Sunday
23015 Del Lago Drive	A1	Vacant ³	4,833	1 per 200 s.f.	24	No
	A2	Fast Undercar	4,833	1 per 500 s.f.	10	No
	B1	Pacific Concrete Images	4,833	1 per 300 s.f.	16	No
	B2	Pacific Concrete Images	4,833	1 per 300 s.f.	16	No
	C1	Takara Belmont Design Center	9,600	1 per 500 s.f.	19	No
	C3	Micro Idea	3,200	1 per 200 s.f.	16	No
	D1	Big D Floor Covering Supplies	4,833	1 per 500 s.f.	10	No
	D2	Bottom Line Utility Solutions Inc.	4,833	1 per 300 s.f.	16	No
23001 Del Lago Drive	B1	Vacant ³	3,761	1 per 200 s.f.	19	No
	B2	CrossFit Ethos	3,761	1 per 200 s.f.	19	No
	C1	Concept Framing	9,724	1 per 500 s.f.	19	No
23052 Lake Forest Drive	A2	Cycle Gear	7,275	1 per 200 s.f.	36	Yes
	B1	Quiznos	2,034	1 per 100 s.f.	20	Yes
	B2	NYC Café	4,068	40 plus 1 per 50 s.f.	41	No
	B3	Krazy Eddy's Donuts	2,034	1 per 250 s.f.	8	Yes
	C1	Yarn Lady	3,612	1 per 200 s.f.	18	No
	C2	Gyro Hobbies	3,612	1 per 200 s.f.	18	Yes
	D1	LineaSport	4,968	1 per 200 s.f.	25	Yes
	D2	Orange County Mattress	4,862	1 per 500 s.f.	10	Yes
	E1	Salon Heavener	3,049	3 per beautician chair	24	No
	E2	Hexa Packaging Supplies	3,049	1 per 200 s.f.	15	No
	F1	Dial One Windows and Doors	6,352	1 per 500 s.f.	13	Yes
23002 Moulton Pkwy	Project Site	Sanctuary	2,980	1 per 35 s.f.	85	Yes
		Warehouse	7,111	1 per 1,500 s.f.	5	Yes
Total			114,050		502	-

¹ sf = Square Feet

² Parking ratios provided in Table 9-44.A. - Number Of Parking Stalls Required.

³ A typical "general retail" use was designated to all vacant suites.

Table 2**Project Parking Demand**

<i>Option #1: Church Parking Rate Based on City Code</i>				
Land Use	Parking Rate ¹	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	1 per 35 sf	2,980	SF	85
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total		10,091	SF	90

<i>Option #2: Church Parking Rate Based on Published Data -Number of Seats</i>				
Land Use	Parking Rate ²	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	0.16 vehicles per seat	279	Seats	45
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total				50

<i>Option #3: Church Parking Rate Based on Published Data -Number of Attendees</i>				
Land Use	Parking Rate ²	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	0.44 vehicles per attendee	300	Attendees	132
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total				137

<i>Option #4: Church Parking Rate Based on Published Data - Gross Floor Area</i>				
Land Use	Parking Rate ²	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	7.81 vehicles per 1,000 sf	16,702	SF	130
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total				135

¹ Based on the City of Laguna Hills Municipal Code Parking Standards provided in Appendix B.

² Based on the parking stall requirements in the *3rd Edition, Parking Generation, Institute of Transportation Engineers*

³ Based on building details provided by Studley in February 2012.

Table 3

Typical Weekday Conditions - SGI-USA Church Parking Count Survey

Date: Thursday, May 17, 2012

Time	Parking Analysis Zones ¹																					Total Vehicles Observed	Occupied Parking Stalls (%)
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
7:00 AM	0	0	0	0	11	3	0	1	6	3	1	2	1	0	3	1	2	4	3	1	0	42	13.9
7:30 AM	0	0	0	0	11	3	0	2	8	4	0	2	0	0	3	4	0	4	3	1	0	45	14.9
8:00 AM	0	0	2	1	11	4	2	5	5	6	0	4	1	0	5	4	0	6	3	1	3	63	20.8
8:30 AM	0	0	3	1	11	4	3	5	5	8	3	4	4	0	5	7	0	7	4	1	4	79	26.1
9:00 AM	0	0	3	1	5	5	3	8	7	9	4	3	3	1	7	0	2	7	4	1	5	78	25.7
9:30 AM	0	0	4	1	7	5	4	7	7	10	4	3	5	2	6	1	3	7	5	3	10	94	31.0
10:00 AM	0	1	4	1	4	5	5	6	7	6	2	4	5	6	9	5	4	7	5	4	8	98	32.3
10:30 AM	0	1	4	1	3	5	5	6	7	4	1	4	5	6	10	4	3	8	5	4	8	94	31.0
11:00 AM	0	1	4	1	2	4	6	8	8	5	1	4	6	6	13	5	6	13	10	6	6	115	38.0
11:30 AM	0	1	5	1	2	4	6	8	7	6	0	4	4	8	21	9	8	16	7	3	5	125	41.3
12:00 PM	0	1	4	1	2	4	6	6	6	12	1	3	5	7	26	10	8	17	7	3	5	134	44.2
12:30 PM	0	1	5	1	3	3	6	7	6	16	2	4	9	10	22	12	10	15	6	3	4	145	47.9
1:00 PM	0	1	6	1	2	3	5	5	7	15	0	5	8	18	22	10	8	15	10	4	5	150	49.5
1:30 PM	1	1	6	1	2	3	4	5	7	3	0	4	7	16	22	11	7	18	15	4	5	142	46.9
2:00 PM	1	1	4	1	4	2	3	5	5	5	0	4	7	15	22	10	9	15	13	5	4	135	44.6
2:30 PM	0	0	4	1	5	2	4	5	5	3	1	4	6	12	21	9	6	12	12	5	3	120	39.6
3:00 PM	0	0	4	1	4	2	3	5	5	3	1	4	6	10	19	9	6	9	12	5	3	111	36.6
3:30 PM	0	0	4	1	5	3	6	4	6	3	0	4	6	10	13	3	6	8	11	4	3	100	33.0
4:00 PM	0	0	2	1	7	2	6	5	5	10	0	4	6	7	10	5	4	9	11	5	2	101	33.3
4:30 PM	0	0	2	1	6	2	5	4	5	9	0	4	6	8	11	5	4	8	11	4	2	97	32.0
5:00 PM	0	0	1	1	7	1	4	4	7	24	3	2	7	5	14	7	5	8	11	4	0	115	38.0
5:30 PM	0	0	1	1	9	0	1	1	8	23	3	1	5	6	20	9	4	8	5	3	0	108	35.6
6:00 PM	0	1	0	1	8	0	0	0	6	17	5	2	7	6	16	9	7	8	6	2	1	102	33.7
6:30 PM	0	0	0	0	11	0	0	0	8	12	2	2	6	5	20	10	7	6	4	1	1	95	31.4
7:00 PM	0	0	0	0	11	0	0	0	6	13	2	2	2	4	16	10	3	6	4	1	1	81	26.7
7:30 PM	0	0	0	0	11	0	0	0	6	5	0	0	2	2	13	7	1	6	2	1	1	57	18.8
8:00 PM	0	0	0	0	11	0	0	0	6	6	0	0	1	3	12	7	1	4	2	1	1	55	18.2
8:30 PM	0	0	0	0	11	0	0	0	4	4	0	0	0	2	11	5	1	4	2	1	0	45	14.9
9:00 PM	0	0	0	0	11	0	0	0	4	2	0	0	0	0	4	3	1	4	2	1	0	32	10.6
Motor Vehicle Parking Spaces	4	18	10	15	11	11	11	12	31	27	9	11	18	28	28	12	11	12	9	7	8	303	-
Remaining Spaces ²	4	17	4	14	9	8	6	7	24	12	9	6	10	10	6	2	3	-3	-1	3	3	153	50.5% remaining

¹ Parking Analysis Zones 1 through 21 are presented on Exhibit C.² Number of spaces remaining during peak hour conditions.³ Negative numbers indicate vehicles that are not parked in marked stall.

Table 4

Typical Current Sunday Conditions - SGI-USA Church Parking Count Survey

Date: Sunday, January 22, 2012

Time	Parking Analysis Zones ¹																					Total Vehicles Observed	Occupied Parking Stalls (%)
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
7:00 AM	0	0	1	0	11	0	0	0	3	0	0	0	0	1	1	3	0	2	0	2	0	24	7.9
7:30 AM	0	0	1	0	11	0	0	0	3	0	0	0	0	1	1	0	0	2	0	2	0	21	6.9
8:00 AM	0	0	1	0	11	0	0	0	3	0	0	0	0	1	1	2	0	2	0	2	0	23	7.6
8:30 AM	0	0	1	0	11	0	0	0	3	0	0	0	0	1	3	4	0	1	0	2	0	26	8.6
9:00 AM	0	0	1	0	11	0	0	0	3	0	0	0	0	1	3	4	0	1	0	2	0	26	8.6
9:30 AM	1	3	1	0	11	0	0	0	3	0	0	0	0	2	1	6	1	3	0	2	0	34	11.2
10:00 AM	1	5	2	3	11	0	1	0	3	4	0	0	0	2	1	4	1	3	3	2	0	46	15.2
10:30 AM	4	10	3	12	11	0	0	1	3	6	0	0	0	2	5	4	3	3	2	2	0	71	23.4
11:00 AM	4	17	5	15	11	0	0	0	4	6	0	0	2	3	6	4	5	5	3	2	0	92	30.4
11:30 AM	4	16	8	15	11	1	0	0	3	5	0	0	1	2	9	5	1	4	3	2	0	90	29.7
12:00 PM	4	16	8	15	11	1	0	0	3	3	0	0	1	2	7	2	3	4	3	2	0	85	28.1
12:30 PM	4	16	8	15	11	1	0	0	3	0	0	0	1	2	8	2	5	4	3	2	0	85	28.1
1:00 PM	2	7	4	10	11	1	0	0	3	1	0	0	1	2	7	4	6	3	3	2	0	67	22.1
1:30 PM	0	0	2	3	11	0	0	0	3	1	0	1	2	3	6	4	4	4	2	2	0	48	15.8
2:00 PM	0	0	1	0	11	0	0	1	3	0	1	1	2	4	7	4	4	4	2	2	0	47	15.5
2:30 PM	0	0	1	0	11	0	0	1	3	0	0	1	1	4	6	2	2	6	0	2	0	40	13.2
3:00 PM	0	0	1	0	11	0	0	1	3	0	1	0	1	5	5	1	3	6	0	2	0	40	13.2
3:30 PM	0	0	1	0	11	0	0	0	3	0	0	0	2	3	5	2	2	7	0	2	0	38	12.5
4:00 PM	0	0	1	0	11	0	0	0	3	0	0	0	1	4	2	2	4	4	0	2	0	34	11.2
4:30 PM	0	0	1	0	11	0	0	0	3	0	0	0	1	3	2	3	3	4	0	2	0	33	10.9
5:00 PM	0	0	1	0	11	0	0	0	3	0	0	0	0	2	1	1	1	4	0	2	0	26	8.6
5:30 PM	0	0	1	0	11	0	0	0	3	0	0	0	0	2	0	0	1	4	0	2	0	24	7.9
6:00 PM	0	0	1	0	11	0	0	0	3	0	0	0	0	3	0	0	1	4	0	2	0	25	8.3
6:30 PM	0	0	1	0	11	0	0	0	3	0	0	0	0	3	0	0	0	2	0	2	0	22	7.3
Motor Vehicle Parking Spaces	4	18	10	15	11	11	11	12	31	27	9	11	18	28	28	12	11	12	9	7	8	303	-
Remaining Spaces ²	0	1	5	0	0	11	11	12	27	21	9	11	16	25	22	8	6	7	6	5	8	211	69.6% remaining

¹ Parking Analysis Zones 1 through 21 are presented on Exhibit C.² Number of spaces remaining during peak hour conditions.

Table 5**Distance to Parking Stalls**

Parking Zone ¹	Distance to Available Parking (feet)				Total
	300	350	400	450	
1	4	4	4	4	4
2	17	17	17	17	17
3	10	10	10	10	10
4	15	15	15	15	15
5	11	11	11	11	11
6	11	11	11	11	11
7	5	10	11	11	11
8	0	0	5	12	12
9	0	0	0	0	31
10	0	0	0	0	27
11	0	0	0	0	9
12	0	0	0	0	11
13	0	0	0	0	18
14	0	1	7	13	38
15	13	18	18	18	18
16	5	12	12	12	12
17	11	11	11	11	11
18	11	12	12	12	12
19	0	3	5	9	9
20	4	7	7	7	7
21	8	8	8	8	8
Total	125	150	164	181	302
Off-Site Total	79	104	118	135	256

¹ Parking Zones 1 through 4 are on-site.

APPENDIX A

Study Area Photos

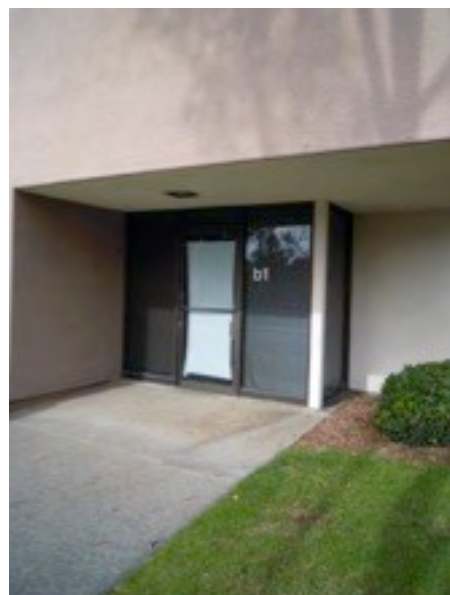
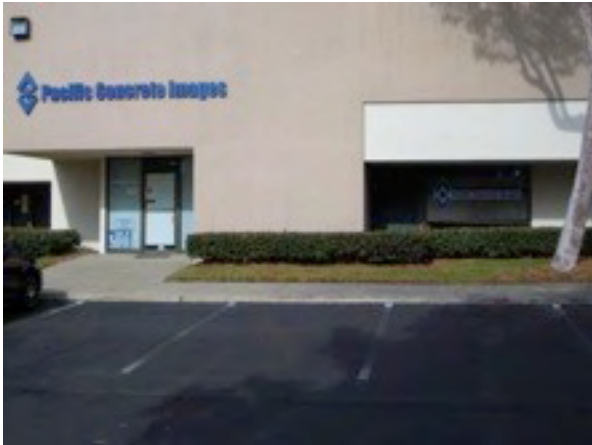
Zone 3



Zone 5



Zone 6



Zone 7



Zone 9



Zone 10



Zone 11



Zone 13



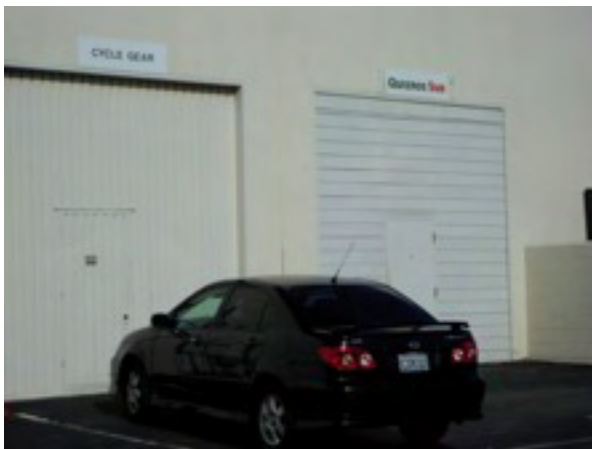
Zone 14



Zone 15



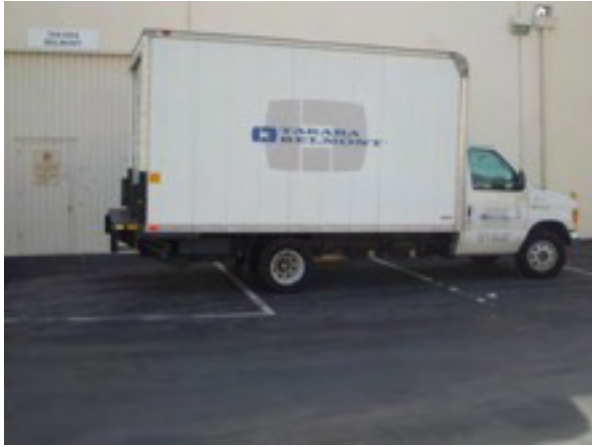
Zone 18



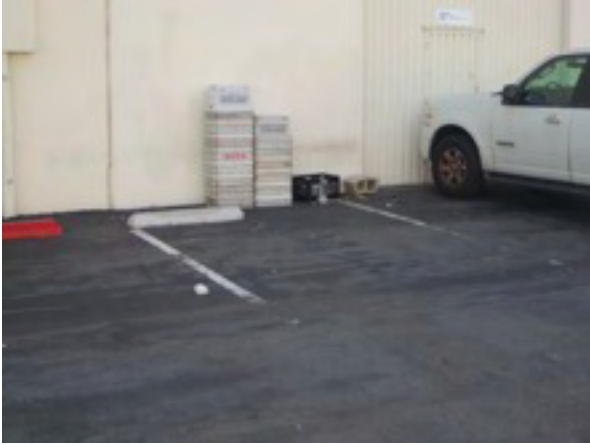
Zone 19



Zone 20



Zone 21



Miscellaneous



APPENDIX B

City of Laguna Hills Parking Requirements

Ramps with a grade of ten percent or less shall have a transition zone at least eight feet in length. Ramps with a grade of greater than ten percent shall have transition zones at least twelve (12) feet in length. The grade of a transition zone shall not exceed one-half the grade of the ramp it serves.

F. Elevators. Parking structures of two stories or more shall incorporate at least one passenger elevator meeting handicap standards. Additional elevators are required for a multi-level structure accommodating two hundred fifty (250) or more parking stalls subject to approval by the Community Development Director.

G. Mirrors for Sight Distance. Blind corners shall be provided with viewing mirrors maintained in a position and condition to provide adequate sight distance. (Ord. 98-8 § 2 (part); prior code § 9-26.110)

Table 9-44.A
NUMBER OF PARKING STALLS REQUIRED

Use	Required Number of Stalls		
Residential Uses			
Duplex	2 car garage (for each unit)		
Fraternity, sorority or rooming house	1 stall per bedroom, plus 2 covered		
Accessory dwelling unit/second unit housing	1 covered per bedroom		
Mobile home park	1 covered and assigned stall, plus 2 visitor stall per mobile home		
Multi-family units (including timeshares):	Stalls per unit:		
	Covered	Uncovered ⁽¹⁾	Visitor
1 bedroom or less	1.0	0.5	0.2
2 bedrooms	1.0	1.0	0.2
3 bedrooms	2.0	0.5	0.2
more than 3 bedrooms	2.0	0.5 ⁽²⁾	0.2
	⁽¹⁾ Covered stalls shall be assigned; uncovered stalls shall not be assigned.		
	⁽²⁾ Plus 0.5 uncovered stall per additional bedroom in excess of 3.		
Senior citizen housing complex	1 covered and assigned stall, plus 2 guest stall per dwelling unit, plus 1 stall for the resident manager		
Senior congregate care facilities	1 stall per unit plus 1 for each two (2) employees		
Single-family, attached	2 assigned and covered parking stalls within a garage or parking structure, plus .3 stalls unassigned per dwelling unit		

Table 9-44.A (continued)

Use	Required Number of Stalls
Single-family, detached: up to 4 bedrooms over 4 bedrooms	2 in garage 2 in garage + 1 covered stall for every 2 bedrooms over 4 bedrooms
Community Uses	
Church, chapel, religious facility, cemetery, mortuary, public assembly	1 stall/3 fixed seats (or 54" of bench seating), or 1 stall/35 SF-GFA within main auditorium where no seats are provided
College or university	1 stall/employee, plus 1 stall/3 students based on maximum student capacity
Convalescent hospital, rest home, or sanitarium	1 stall/3 beds, plus if employee residence facilities are provided on-site, additional parking in accordance with applicable residential requirements contained within the development code
Day care, nursery school	1 stall/2 employees, plus 1 stall/5 children, based on facility capacity
Elementary and junior high school	1.5 stalls/classroom, plus 1 stall/5 fixed seats in auditorium, gymnasium, or similar public assembly facility (35 SF=5 fixed seats)
High school	1.5 stalls/classroom, plus 1 stall/3 students based on maximum student capacity
Hospitals and medical center (providing acute care, clinical, surgical, teaching, research, and office services)	2 stalls/patient bed or 1 stall/300 SF-GFA, whichever is greater
Libraries	1 stall/200 SF-GFA
Museums, art galleries	1 stall/250 SF-GFA
Public utility facilities	1 stall/2 employees in the largest shift, plus 1 stall for each vehicle used in connection with the use
Theaters: Movie—multiple screen Movie—single screen Live performance	1 stall/4 seats, plus 10 stalls for employees 1 stall/4 seats, plus 6 stalls for employees 1 stall/4 fixed seats; without fixed seats, one space per 21 square feet of GFA
Trade school, business school, or adult education	1 stall/1.5 people based on maximum number of students and staff, or 1 stall/35 SF of GFA
Union halls, lodges, and clubs	1 stall/50 SF-GFA

Table 9-44.A (continued)

Use	Required Number of Stalls
Industrial Uses	
General manufacturing and processing uses (not including buildings used exclusively for warehouse purposes)	1 stall/400 SF of industrial/manufacturing area, plus 1 stall/250 SF of office use, plus 1 stall/1,000 SF of warehouse area
Mini-storage warehouse	1 stall/2,000 SF-GFA
Recreational vehicle and boat storage	5 stalls (minimum) or, 1 stall/10,000 SF of storage area, whichever is greater
Recycling center	1 stall/250 SF-GFA of office area, plus 1 stall/1,000 SF of warehouse area, plus 1 stall/10,000 SF of yard area.
Research and development	1 stall/250 SF-GFA
Warehouses (used exclusively for storage)	1 stall/1,500 SF of warehouse area, plus 1 stall/250 SF of office use
Office Uses	
Business and professional office (except medical)	1 stall/300 SF-GFA
Financial services (banks, savings and loans, credit unions)	1 stall/250 SF-GFA
Medical and dental office	1 stall/150 SF-GFA
Veterinary office	1 stall/200 SF-GFA
Commercial Uses—Retail and Service	
Art galleries	1 stall/500 SF-GFA
Automobile/truck/RV sales	1 stall/400 SF indoor GFA plus 1 stall/4,000 SF outdoor retail area
Automotive service and repair	2 stalls, plus 3 stalls/service bay (service bays do not count as stalls) or 1 stall/500 SF gross floor area when no bays are defined
Bed and breakfast	2 covered and assigned stalls, plus 1 stall/guest room
Car wash	6 stalls per tunnel (plus additional stacking and drying areas as necessary to match capacity)
Furniture stores and home furnishing showrooms (only where items are ordered primarily for home delivery or installation, such as carpet/flooring, window coverings and windows)	1 stall/500 SF-GFA

Table 9-44.A (continued)

Use	Required Number of Stalls
Gas station	2 stalls, plus additional parking as required for convenience store or auto service/repair uses. The gas station convenience store parking requirement shall be 1 stall/800 SF-GFA. Parking spaces abutting air and water service shall not be included in the total number of parking spaces.
General retail	1 stall/200 SF-GFA ¹ If restaurant space occupies more than 10% of total GFA, or if an individual restaurant contains more than 1,000 SF, then additional parking stalls shall be provided for excess restaurant space beyond the 10% or 1,000 SF. The additional parking shall be calculated at the restaurant rate
Laundromat	1 stall/200 SF-GFA
Outdoor sales, including lumber yards and salvage yards	1 stall/1,000 SF gross outdoor retail area, plus additional parking as required for indoor sales area, service facilities, and other uses
Plant nurseries	1 stall/1,000 SF indoor GFA, plus 1 stall/2,000 SF gross outdoor retail areas
Resorts, hotels, and motels	1 stall/guest room plus additional parking as required for other accessory uses
Restaurants: Dine-in (< 4,000 SF-GFA): 4,000 SF-GFA +: Fast food: Take-out: Outdoor dining areas in excess of 16 seats:	1 stall/100 SF-GFA 40 stalls, plus 1 stall/50 SF-GFA above 4,000 SF-GFA 10 stalls, or 1 stall/50 SF-GFA, whichever is greater 1 stall/250 SF-GFA 1 stall for 150 SF of entire outdoor dining area (Note: Outdoor seating areas with 16 or less seats need not provide additional parking)
Self-service car wash	2.5 stalls/wash bay (wash bays do not count as stalls)
Commercial Uses—Personal Services	
Animal boarding/grooming	1 stall/400 SF-GFA
Barber shop	2 stalls/barber chair
Beauty/nail salon	3 stalls/beautician chair
Dry cleaner	1 stall/400 SF-GFA
Shoe repair	1 stall/400 SF-GFA
Tailor	1 stall/400 SF-GFA

Table 9-44.A (continued)

Use	Required Number of Stalls
Commercial Recreation Uses	
Arcades, pool halls, and bingo halls	1 stall/150 SF-GFA
Bowling alley	4 stalls/lane, plus other uses calculated separately
Commercial stables	1 stall/5 horses
Dance halls	1 stall/7 SF dance floor
Driving range	1 stall/tee, plus other uses calculated separately
Golf courses—(regulation and pitch and putt)	9 stalls/hole, plus other uses calculated separately
Gyms, spas and health clubs	1 stall/100 SF-GFA
Handball and racquetball courts	3 stalls/court, plus other uses calculated separately
Miniature golf	1.5 stalls/hole, plus other uses calculated separately
Skating rink—ice or roller	1 stall/100 SF of rink, plus other uses calculated separately
Swimming pool—commercial	10 stalls, or 1 stall/150 SF of water surface area plus 1 stall/2 employees
Tennis courts	3 stalls/court plus other uses calculated separately

(Ord. 2003-5 Exh. A § B; Ord. 98-8 § 2 (part))

**Table 9-44.B
HANDICAP STALLS REQUIRED**

Total Number of Parking Stalls in Parking Lot or Garage	Minimum Number of Required Handicapped Parking Stalls
1 — 40	1
41 — 80	2
81 — 120	3
121 — 160	4
161 — 300	5
301 — 400	6
401 — 500	7
over 500	2% of total stalls

(Ord. 98-8 § 2 (part))

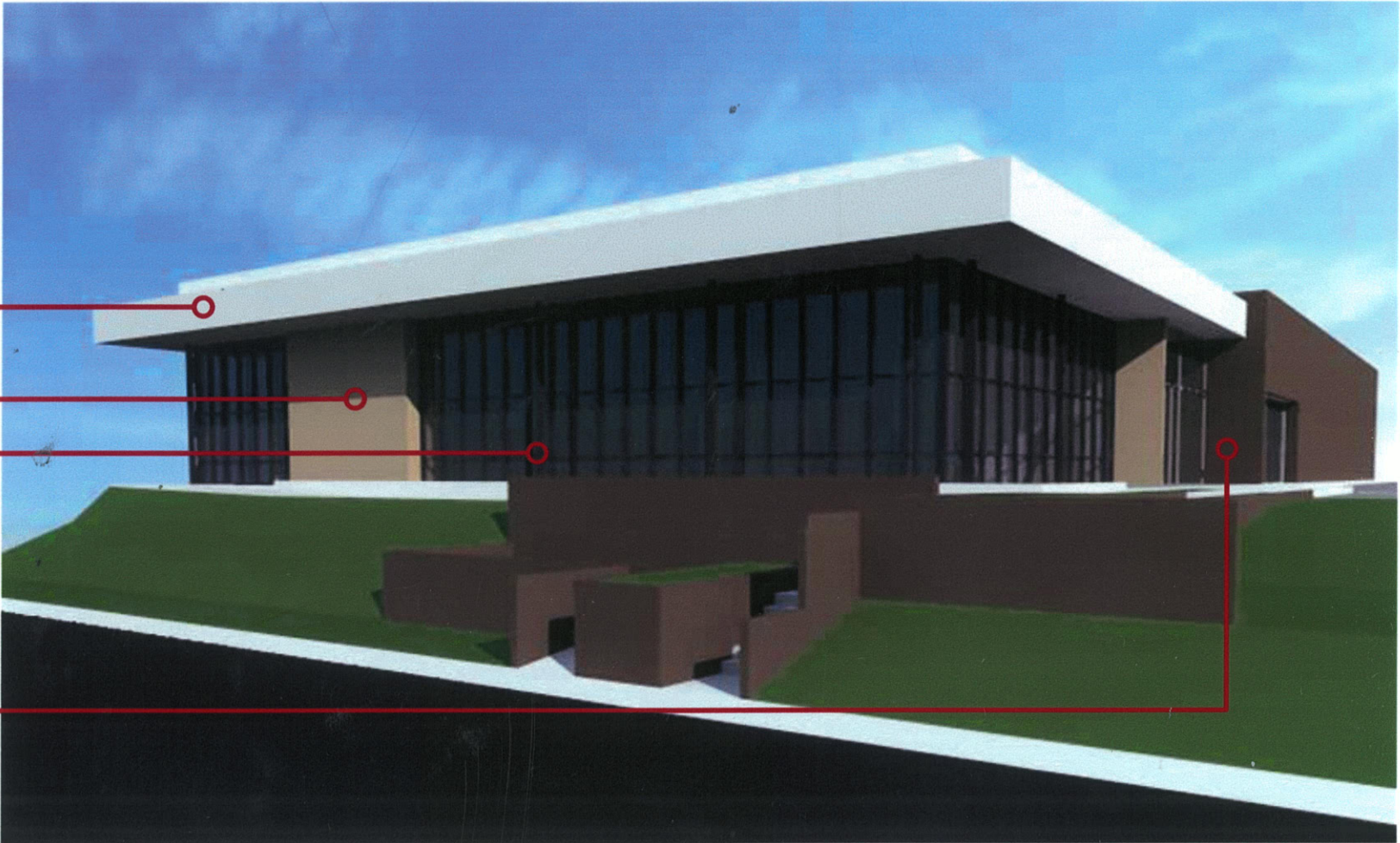


DEW 380 - WHITE

DEC 757 - RICON COVE

DE 6371 - BLACK JACK

DEC 750 - BISON BEIGE



6/26/2012 ITEM NO. 5.4.1



ALIGN

OFFICE
OFFICE

ROOM NAME

0000

ROOM NUMBER

101

DOOR NUMBER

0

WINDOW NUMBER

X
XX

DETAIL REFERENCE

X
XX

SHEET NUMBER

X
XX

DETAIL SECTION REFERENCE

X
XX

SHEET NUMBER

X
XX

DETAIL SECTION REFERENCE

X
XX

SHEET NUMBER

X
XX

EXTERIOR ELEVATION REFERENCE

X
XX

SHEET NUMBER

X
XX

INTERIOR ELEVATION REFERENCE

X
XX

SHEET NUMBER

XXX

KEYNOTE INDICATOR

XXX

FINISH INDICATOR

X

REVISION

CT

1

FLOOR MATERIAL TYPE

1

FLOOR NOTE

P

1

WALL MATERIAL TYPE

1

WALL NOTE

1

BASE MATERIAL TYPE

1

BASE NOTE

1

WALL TYPE INDICATOR

EXIT

ILLUMINATED EXIT SIGN, 1 FOOT CANDLE MIN. AT FLOOR LEVEL. (BATTERY BACKUP)

LAKE FOREST DR.

MOULTON PARKWAY

DEL LAGO DR.

PROJECT LOCATION

VICINITY PLAN

SCALE: 1" = 1/4" N.T.S.

N

FUTURE

908/20,177 = .05 (or less than) 1.0

C-1.0

Table 1

City of Laguna Hills Municipal Code Parking Requirements

Address	Suite	Land Use	Area (sf) ¹	Parking Ratio ²	Required Spaces	Open Sunday
23015 Del Lago Drive	A1	Vacant ³	4,833	1 per 200 s.f.	24	No
	A2	Fast Undercar	4,833	1 per 500 s.f.	10	No
	B1	Pacific Concrete Images	4,833	1 per 200 s.f.	24	No
	B2	Pacific Concrete Images	4,833	1 per 200 s.f.	24	No
	C1	Takara Belmont Design Center	9,600	1 per 200 s.f.	48	No
	C3	Micro Idea	3,200	1 per 200 s.f.	16	No
	D1	Big D Floor Covering Supplies	4,833	1 per 500 s.f.	10	No
23001 Del Lago Drive	D2	Bottom Line Utility Solutions Inc.	4,833	1 per 300 s.f.	16	No
	B1	Vacant ³	3,761	1 per 200 s.f.	19	No
	B2	CrossFit Ethos	3,761	1 per 200 s.f.	19	No
23052 Lake Forest Drive	C1	Concept Framing	9,724	1 per 500 s.f.	19	No
	A2	Cycle Gear	7,275	1 per 200 s.f.	36	Yes
	B1	Quiznos	2,034	1 per 100 s.f.	20	Yes
	B2	NYC Café	4,068	40 plus 1 per 50 s.f.	41	No
	B3	Krazy Eddy's Donuts	2,034	1 per 250 s.f.	8	Yes
	C1	Yarn Lady	3,612	1 per 200 s.f.	18	No
	C2	Gyro Hobbies	3,612	1 per 200 s.f.	18	Yes
	D1	LineaSPort	4,968	1 per 200 s.f.	25	Yes
	D2	Orange County Mattress	4,862	1 per 500 s.f.	10	Yes
	E1	Salon Heavener	3,049	3 per beautician chair	24	No
	E2	Hexa Packaging Supplies	3,049	1 per 200 s.f.	15	No
23002 Moulton Pkwy	Project Site	Dial One Windows and Doors	6,352	1 per 500 s.f.	13	Yes
		Sanctuary	2,980	1 per 35 s.f.	85	Yes
		Warehouse	7,111	1 per 1,500 s.f.	5	Yes
Total			114,050		547	-

¹ sf = Square Feet
² Parking ratios provided in Table 9-44.A. - Number Of Parking Stalls Required.
³ A typical "general retail" use was designated to all vacant suites.

Table 2

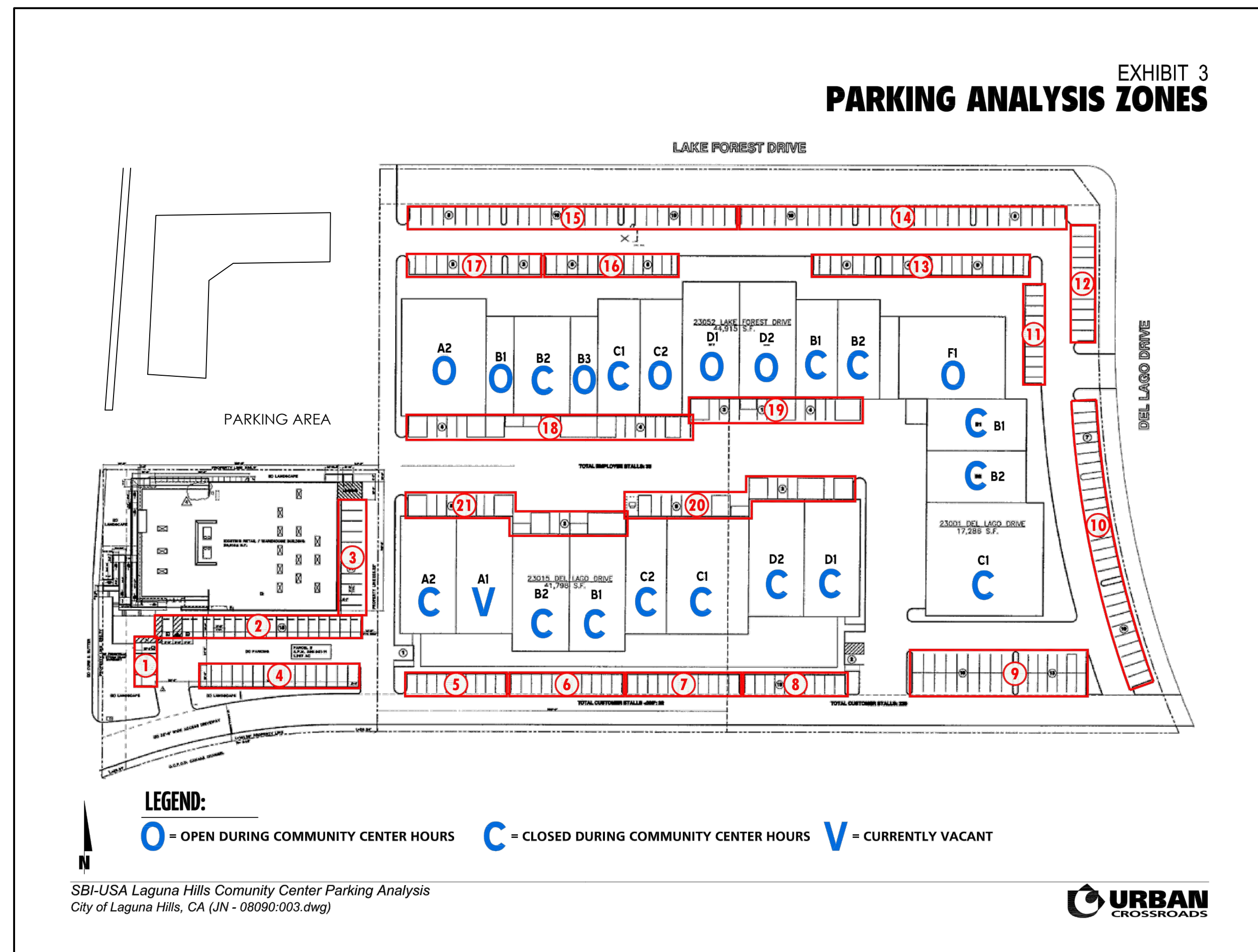
Project Parking Demand

Option #1: Church Parking Rate Based on City Code				
Land Use	Parking Rate ¹	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	1 per 35 sf	2,980	SF	85
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total		10,091	SF	90

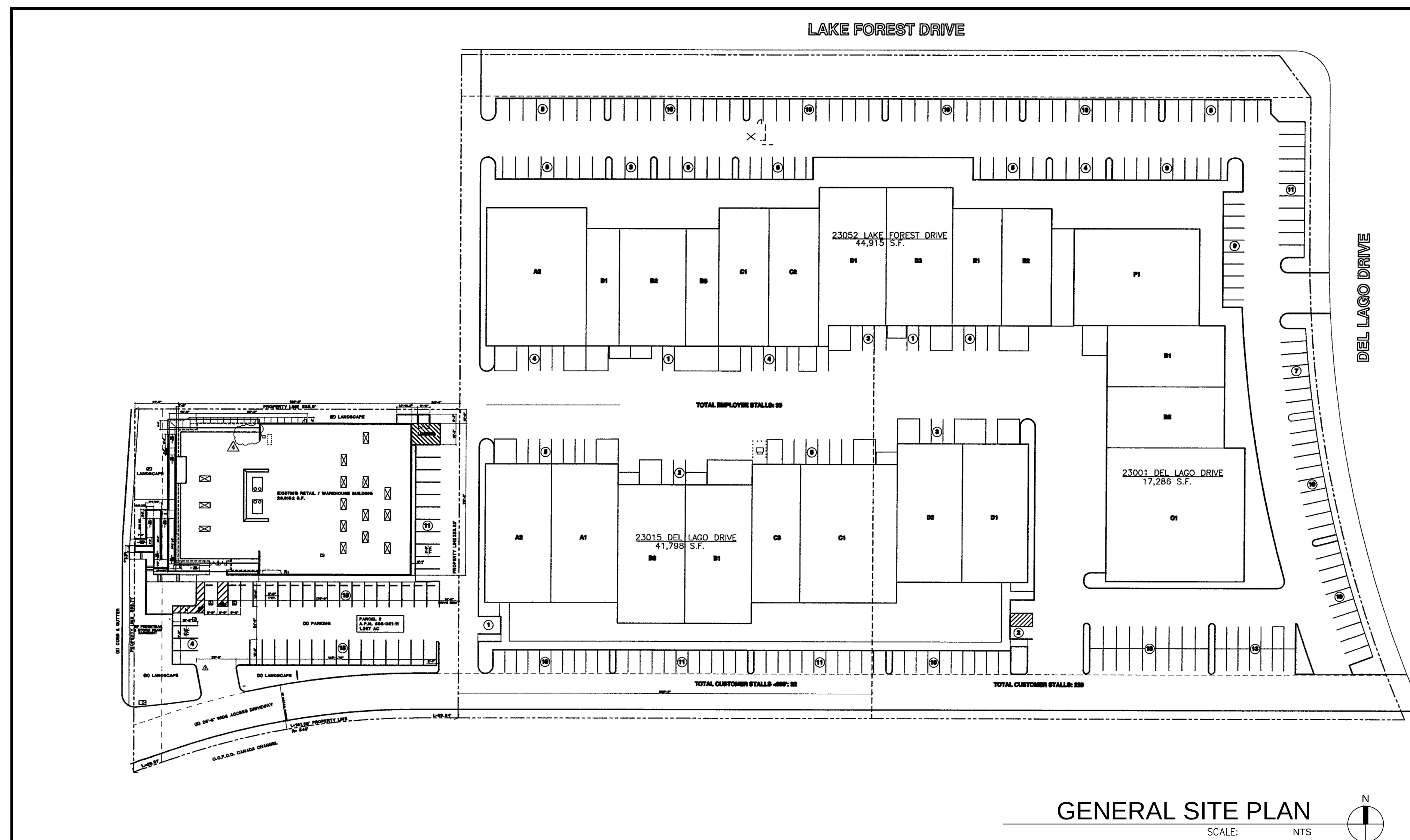
Option #2: Church Parking Rate Based on Published Data -Number of Seats				
Land Use	Parking Rate ²	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	0.16 vehicles per seat	279	Seats	45
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total				50

Option #3: Church Parking Rate Based on Published Data -Number of Attendees				
Land Use	Parking Rate ²	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	0.44 vehicles per attendee	300	Attendees	132
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total				137

Option #4: Church Parking Rate Based on Published Data - Gross Floor Area				
Land Use	Parking Rate ²	Quantity ³	Units	Required Parking Stalls
Project: Church Sanctuary	7.81 vehicles per 1,000 sf	16,702	SF	130
Project: Warehouse	1 per 1,500 sf	7,111	SF	5
Total				135



PARKING ANALYSIS DATA



SOKA GAKKAI INTERNATIONAL

23002 MOULTON PARKWAY
LAGUNA HILLS, CA 92653

[illegible]

CONSULTANT

studio SA
architecture ■ planning

ARCHITECT

207 North Broadway
Suite F
Santa Ana, CA 92701
Tel: 714.550.7012
Fax: 714.550.0708

SIGNATURE

SHEET TITLE

GENERAL SITE PLAN

DATE	
SCALE	AS NOTED
PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

C-2.0

23002 MOULTON PARKWAY
LAGUNA HILLS, CA 92653

KEY PLAN

CONSULTANT

ARCHITECT

SIGNATURE

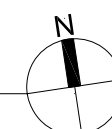
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PROJECT NO.	11-063
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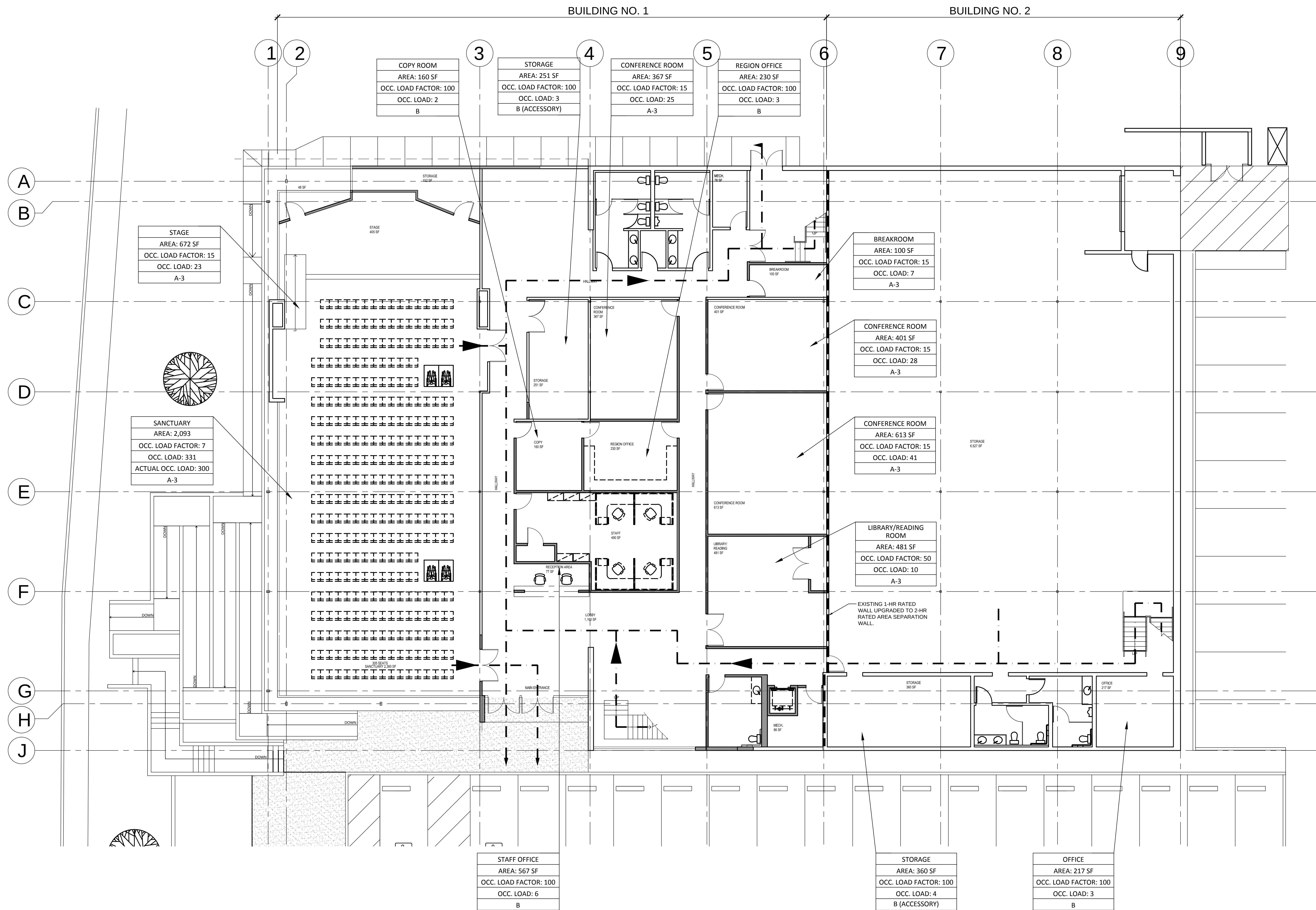
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SCALE: 1/16" = 1' - 0"



TOTAL LANDSCAPE AREA RATIO: $8,855 / 55,190 \text{ SF} = 16.04\%$

~~6/26/2012 ITEM NO. 5.4.1~~



FIRST FLOOR EXITING PLAN

SCALE: 1/8"=1'-0

(1)



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LAGUNA HILLS, CA 92653

NO.	ISSUE OR REVISION	DATE
	C.U.P. SUBMITTAL	04/05/12

KEY PLAN

CONSULTANT

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ARCHITECT

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Fax: 714.550.0708

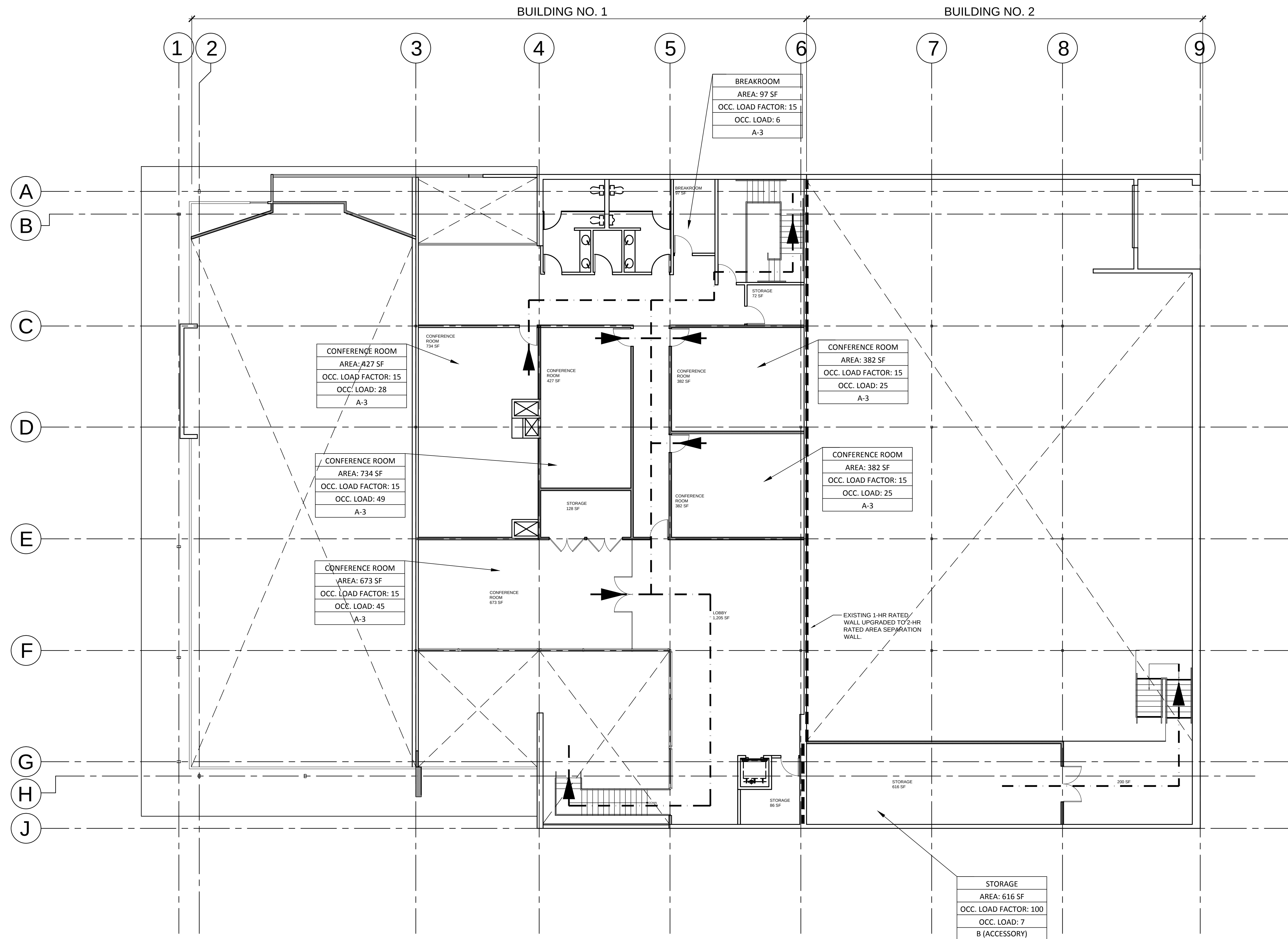
SIGNATURE

SHEET TITLE

EXITING PLAN

DATE	
SCALE	AS NOTED
PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

C-4.1



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LAGUNA HILLS, CA 92653

NO.	ISSUE OR REVISION	DATE
	C.U.P. SUBMITTAL	04/05/12

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Suite F
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Tel: 714.550.7012
Fax: 714.550.0708

SIGNATURE

SHEET TITLE

EXITING PLAN

DATE	
SCALE	AS NOTED
PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

C-4.2

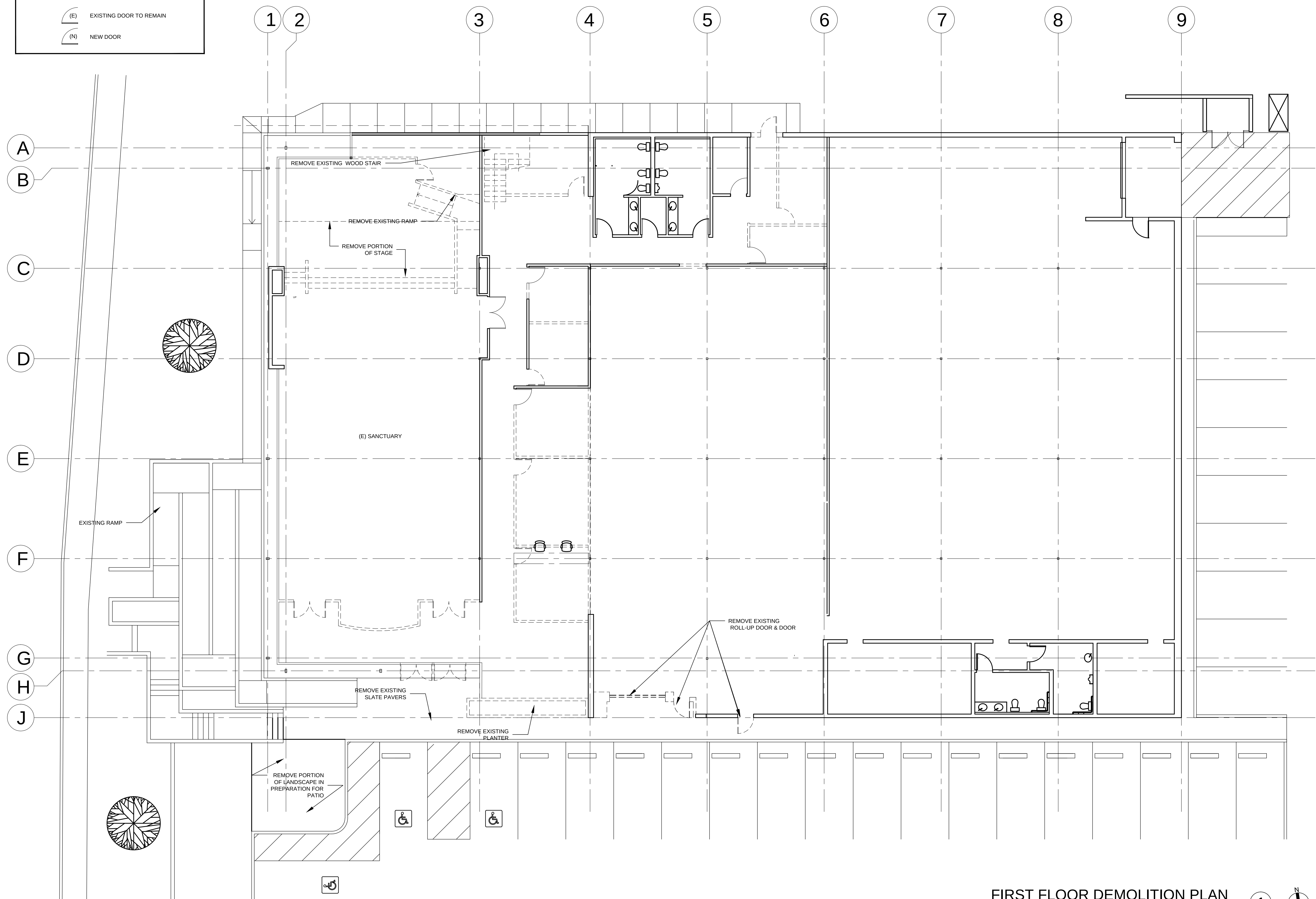
SECOND FLOOR EXITING PLAN

SCALE: 1/8"=1'-0"

$$(1$$


~~6/26/2012 ITEM NO. 5.4.1~~

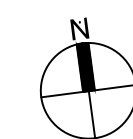
LEGEND	
	EXISTING WALL TO REMAIN
	NEW METAL STUD WALL (NON-RATED)
	EXISTING DOOR TO REMAIN
	NEW DOOR



FIRST FLOOR DEMOLITION PLAN

SCALE: 1/8"=1'-0"

①



SOKA GAKKAI INTERNATIONAL

23002 MOULTON PARKWAY
LAGUNA HILLS, CA 92653

NO.	ISSUE OR REVISION	DATE
	C.U.P. SUBMITTAL	04/05/12

KEY PLAN

CONSULTANT

studio SA
architecture ■ planning

ARCHITECT

207 North Broadway
Suite F
Santa Ana, CA 92701
Tel: 714.550.7012
Fax: 714.550.0708

SIGNATURE

SHEET TITLE

DEMOLITION PLAN

DATE	
SCALE	AS NOTED
PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

A-0.1

KEY PLAN

CONSULTANT

ARCHITECT

SIGNATURE

SHEET TITLE

DATE	
SCALE	AS NOTED
PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

A-0.2

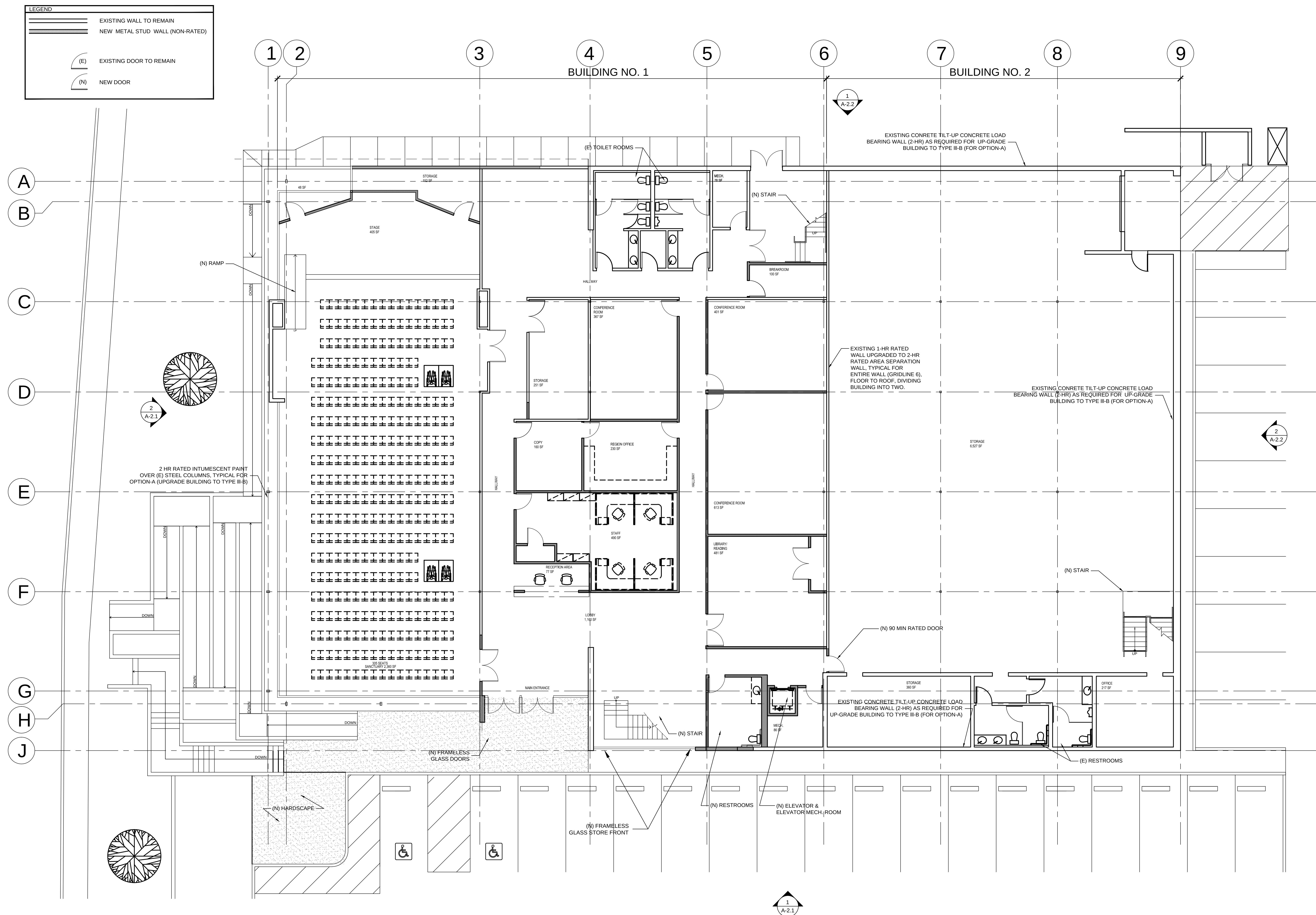


SCALE: 1/8"=1'-0"



LEGEND	
	EXISTING WALL TO REMAIN
	NEW METAL STUD WALL (NON-RATED)
	EXISTING DOOR TO REMAIN
	NEW DOOR

~~6/26/2012 ITEM NO. 5.4.1~~



FIRST FLOOR CONSTRUCTION PLAN

SCALE: 1/8"=1'-0

(1)



SOKA GAKKAI INTERNATIONAL

23002 MOULTON PARKWAY
LAGUNA HILLS, CA 92653

NO.	ISSUE OR REVISION	DATE
	C.U.P. SUBMITTAL	04/05/12

[illegible]

KEY PLAN

CONSULTANT

studio SA
architecture ■ planning

ARCHITECT

207 North Broadway
Suite F
Santa Ana, CA 92701
Tel: 714.550.7012
Fax: 714.550.0708

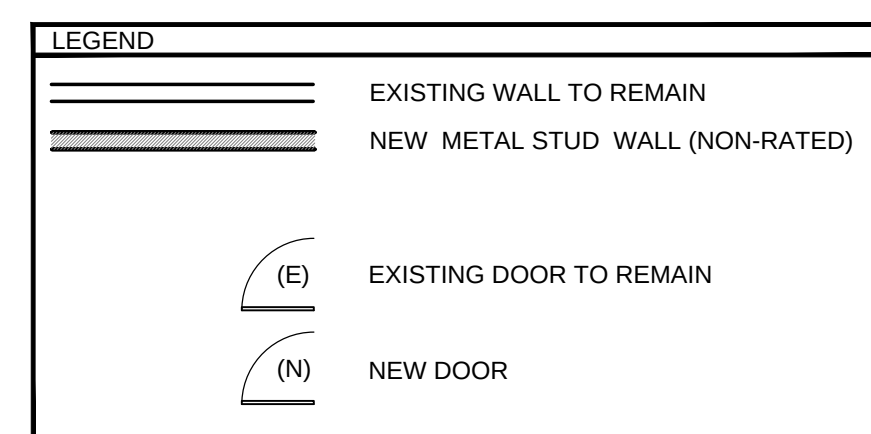
SIGNATURE _____

SHEET TITLE

FLOOR PLAN

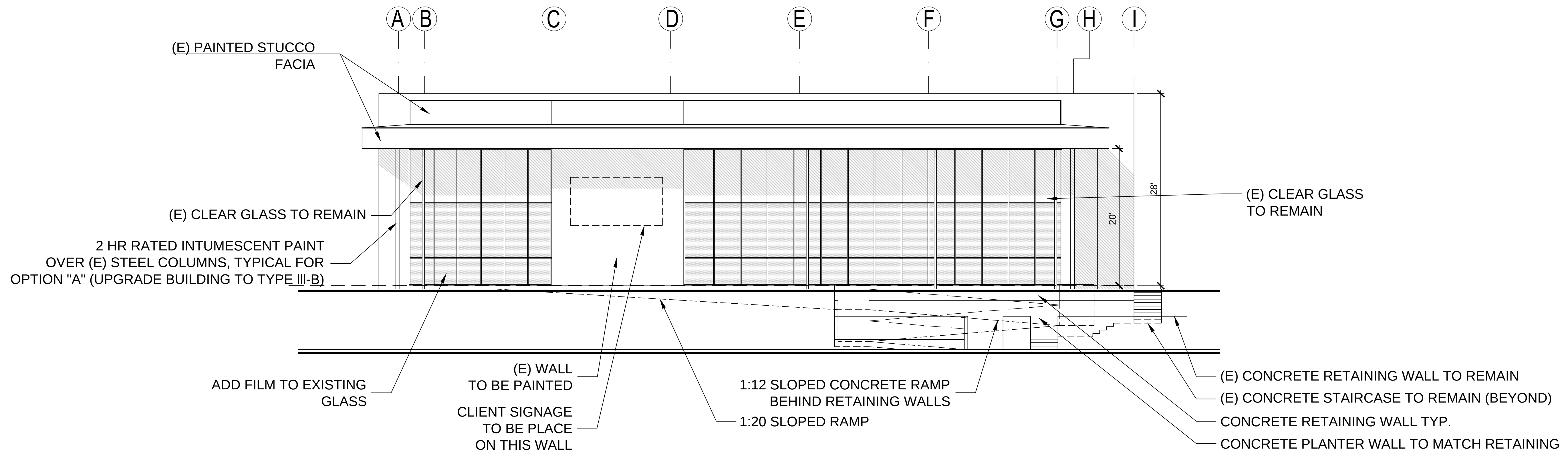
DATE	
SCALE	AS NOTED
PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

A-1.1



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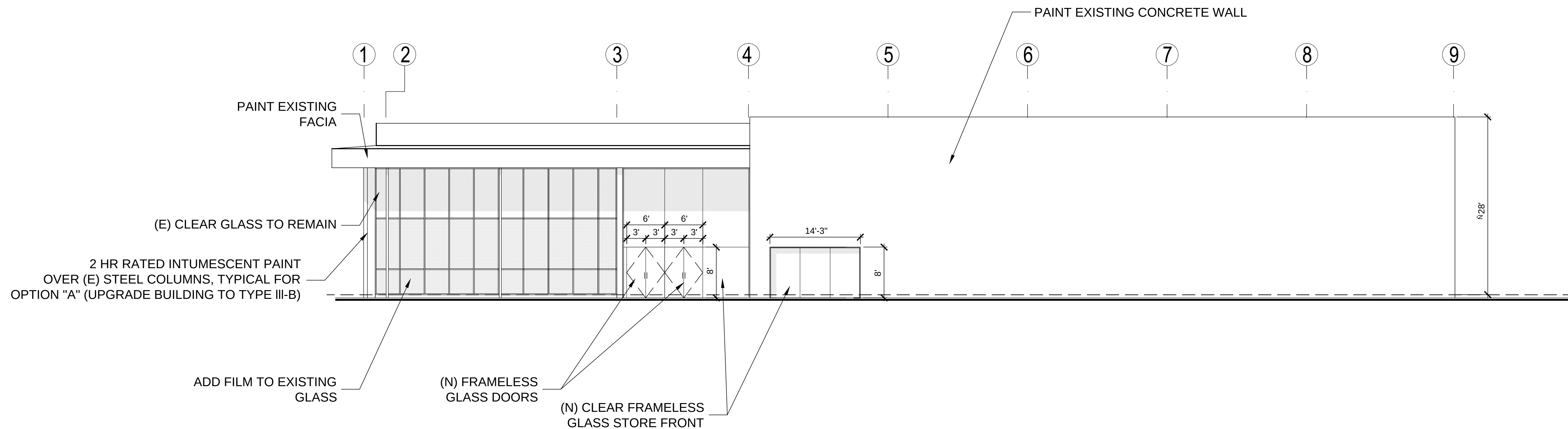




WEST ELEVATION

SCALE: 1/8"=1'-0"

1



SOUTH ELEVATION

SCALE: 1/8"=1'-0"

1

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SIGNATURE

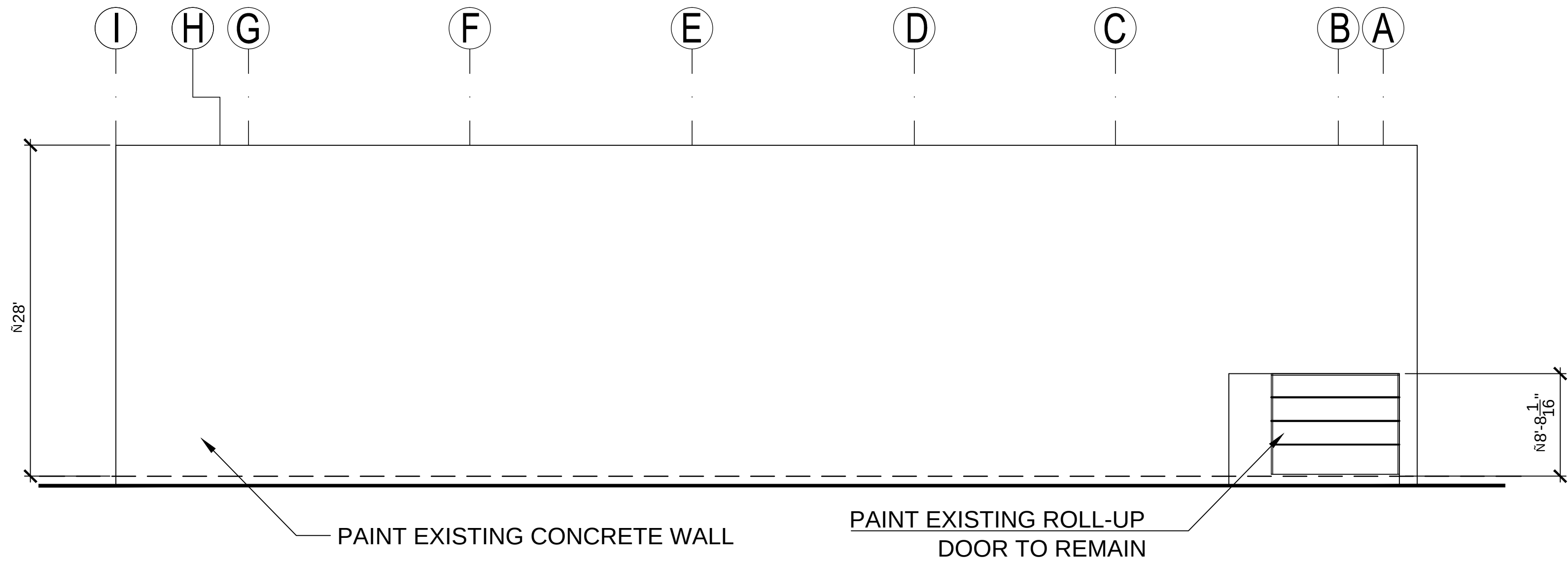
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ELEVATIONS

DATE	
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PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

A-2.1

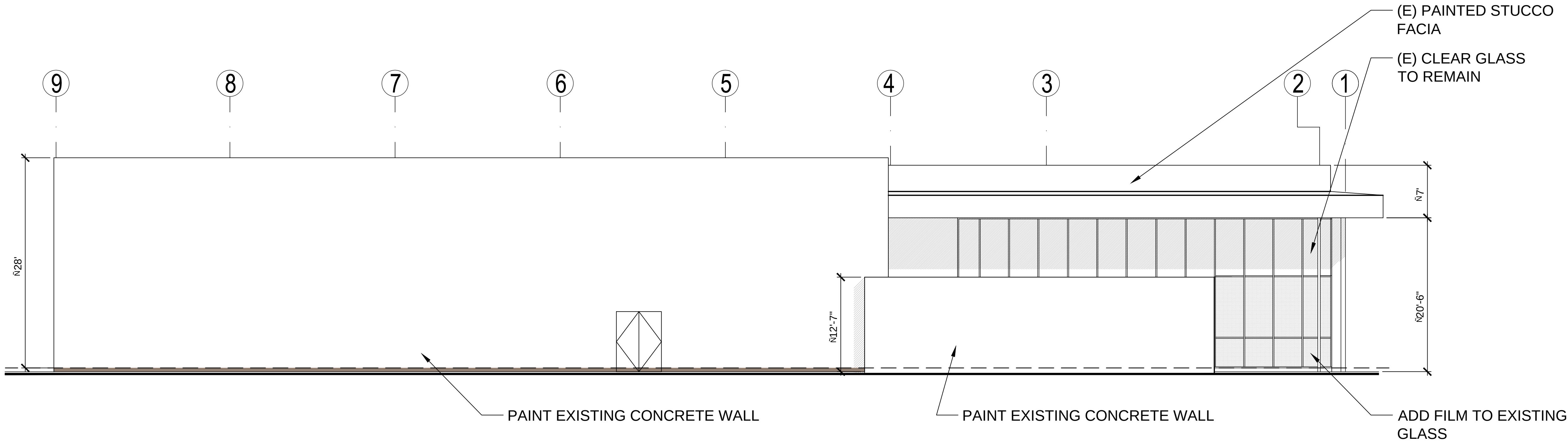
6/26/2012 ITEM NO. 5.4.1



EAST ELEVATION

SCALE: 1/8"=1'-0"

2



NORTH ELEVATION

SCALE: 1/8"=1'-0"

1

SOKA GAKKAI INTERNATIONAL

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SIGNATURE

SHEET TITLE

ELEVATIONS

DATE	
SCALE	AS NOTED
PROJECT NO.	11-063
DRAWN BY:	
SHEET NO.	

A-2.2



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT TOM BEHRENS
CHIEF OF POLICE SERVICES**

ISSUE: APPROPRIATION OF CITIZENS' OPTION FOR PUBLIC SAFETY FUNDS

RECOMMENDATION: THAT THE CITY COUNCIL CONDUCT A PUBLIC HEARING AND APPROPRIATE MONIES FROM THE CITIZENS' OPTION FOR PUBLIC SAFETY TOWARDS THE COST OF FUNDING A FULL-TIME LIEUTENANT.

SUMMARY:

The 2011-2012 the California State Budget appropriated money for continued funding of the Citizens' Option for Public Safety Program, which was first signed into law on July 10, 1996. These moneys are used exclusively for front line law enforcement activities. For FY 2012-2013, the City of Laguna Hills hopes to receive approximately \$100,000, as in prior years. Pursuant to the requirements of the program, the City Council must conduct a Public Hearing and comply with a number of procedural requirements in order to receive the money.

BACKGROUND:

The 2011 Budget Act provided General Fund moneys for FY 2012-2013 to eligible local jurisdictions, as defined, for public safety purposes. Of this amount, \$100 million is allocated to the Citizens' Option for Public Safety Program (COPS).

Pursuant to the current law, the State Controller is required to allocate the COPS funds to each county and city that has established a Supplemental Law Enforcement Services Fund (SLESF) in accordance with Section 30061 of the Government Code. This money is for the exclusive use for front line law enforcement. The statewide distribution formula remains the same as in prior years; 5.15 percent to the District Attorney's Office for prosecution, 5.15 percent to the Sheriff's Department for jail construction and operations, and 39.7 percent to the county and cities in accordance with the relative population based

on the estimate on January 1, 2010, by the Population Research Unit of the Department of Finance. The City of Laguna Hills will receive approximately \$100,000 for FY 2012-2013.

Although the current financial situation in Sacramento has threatened the availability of these funds for FY 2012-2013, staff remains optimistic that the funding will not be entirely deleted from the State budget.

The legislation has specific requirements for the City regarding the use and accounting of these moneys. Specifically, they include:

- Continued use of a City Supplemental Law Enforcement Services Fund (SLESF), including mandated reporting and investment requirements.
- Use of a countywide Supplemental Law Enforcement Oversight Committee (SLEOC) to annually review expenditures.

Staff has met with the City Manager to discuss recommendations for appropriation of the money. Based on those discussions, staff is making the following recommendations:

Apply the money to partially offset the cost of funding one (1) Lieutenant position for FY 2012-2013. Currently, the City of Laguna Hills has a full time Sheriff's Lieutenant who acts as the Chief of Police Services. This full-time position was made possible by utilizing funding from the FY 2004-2005 COPS program for approximately one half of the position, and the City of Laguna Hills proposes to continue such funding this fiscal year.

FISCAL IMPACT:

The Citizens' Option for Public Safety Program is currently unfunded for this fiscal year. However, staff is moving forward in anticipation of the State Legislature eventually finding the necessary funding in order to allocate the approximately \$100,000 to the City of Laguna Hills. There are no matching fund requirements for this program.

RECOMMENDATION: THAT THE CITY COUNCIL CONDUCT A PUBLIC HEARING AND APPROPRIATE MONIES FROM THE CITIZENS' OPTION FOR PUBLIC SAFETY TOWARDS THE COST OF FUNDING A FULL-TIME LIEUTENANT.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: RESOLUTION ADOPTING REGULATIONS FOR THE CANDIDATES' STATEMENTS FOR THE NOVEMBER 6, 2012, GENERAL MUNICIPAL ELECTION

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE THE ADDITION OF THE 400-WORD OPTION FOR CANDIDATES' STATEMENTS; AND (2) ADOPT A RESOLUTION ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012.

SUMMARY:

State law requires that the City Council adopt a Resolution regulating candidates' statements. Historically, the number of words permitted for inclusion in a Candidate's statement was 200 words. However State law does allow the City Council to expand the word limit to 400, at an additional cost to the candidate. This must be done at the same time that the City Council adopts a Resolution Calling and Giving Notice of a General Municipal Election and the adoption of a Resolution requesting the Orange County Board of Supervisors Consolidate a General Municipal Election with the Statewide Election, to be held on November 6, 2012.

BACKGROUND:

Since its incorporation and 20-year history, the City of Laguna Hills has, as a matter of course for each election, adopted a Resolution regulating candidates' statements which in part, allows for a maximum of 200 words. It has recently come to my attention that California Election Code §13307 states: ***"the governing body of the local agency may authorize an increase in the limitations on words for the statement from 200 to 400 words"***. This option allows for the City Council candidate, if he/she does choose to file a

candidate statement, to either file a 200-word or 400-word statement. As indicated in the attached Resolution, the City Clerk estimates the cost associated with a candidate statement, and the candidate wishing the statement printed pays that amount at the time nomination papers are filed. The estimated cost for a candidate wishing to have a 200-word candidate's statement published is \$800; and if approved by the City Council, the estimated cost for a candidate wishing to have a 400-word candidate statement, is \$1,200.

Since the City will consolidate the election with the Statewide General Election, the normal procedure for the distribution of the candidates' statements is to include them in the Sample Ballot prepared and distributed by the Orange County Registrar of Voters. It is optional for each candidate to submit a candidate's statement; however, candidates choosing to have a statement included in the Sample Ballot, must pay all the costs involved.

The costs for preparing the Spanish, Chinese, Vietnamese, and Korean translations, as required by the Voting Rights Act, are included in this amount. Within thirty days after the election, the City Clerk will refund any unused portion of the deposits for printing of the candidates' statements. The City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidates for additional actual expenses.

The City Council can choose not to increase the number of words allowed in the candidate's statement and if this is the decision, the Resolution will be amended accordingly to remove the 400-word option and keep the requirement at the 200-word limit.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE THE ADDITION OF THE 400-WORD OPTION FOR CANDIDATES' STATEMENTS; AND (2) ADOPT A RESOLUTION ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

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

SECTION 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Laguna Hills on November 6, 2012, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 (400) words, setting forth the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. In addition to these restrictions, pursuant to Section 13308, any candidate statement shall be limited to a recitation of the candidate's own personal background and qualifications, and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Orange. The County is required to translate candidates' statements into the following languages: Spanish, Chinese, Korean, and Vietnamese.

B. The County will print and mail separate ballots and candidates' statements in English, Spanish, Chinese, Korean, and Vietnamese to only those voters who are on the County voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidates' statements

in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations.

1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing.

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the Candidate's Statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall allow capitalization and indentations to the same extent and manner as allowed in previous City elections.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. All previous Resolutions establishing City Council policy on payment for candidate's statements are repealed.

SECTION 8. This Resolution shall apply only to the election to be held on November 6, 2012, and shall then be repealed.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 26nd day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of
Resolution No. 2012- adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 26TH day of June 2012, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 26, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: LIEUTENANT TOM BEHRENS
CHIEF OF POLICE SERVICES

ISSUE: 2011 POLICE SERVICES ANNUAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE 2011 ANNUAL REPORT.

SUMMARY:

Since incorporation, the City of Laguna Hills has contracted with the Orange County Sheriff's Department for law enforcement services. Each year, Laguna Hills Police Services provides a year end report to the City Council highlighting significant law enforcement activity within the City.

BACKGROUND:

Police Services provides an Annual Report presentation, which provides a recap of Sheriff's Department activity. The presentation contains an overview of Police Services, and contains information on Patrol, Traffic Enforcement/Safety, School Resource Officer Program, crime statistics, response times, community support activities, achievements and goals for the upcoming year.



Laguna Hills Police Services



2011 Annual Report



Police Services Staff

- (1) Lieutenant
- (1) Administrative Sergeant
- (1.97) Patrol Sergeants
- (2) Investigators
- (1) Directed Enforcement Team Deputy
- (14) Patrol Deputies
- (3) Traffic Deputies
- (1) School Resource Officer
- (2) Community Services Officers
- (1) Crime Prevention Specialist

- FY 11-12 Contract- \$6,540,385



Contract Law Enforcement Comparison

Per Capita Cost	Sworn Staff Per Population (1000)	
• Dana Point	\$274	• Dana Point 1.02
• Laguna Hills	\$215	• Laguna Hills 0.82
• San Juan Cap	\$207	• San Juan Cap 0.81
• San Clemente	\$186	• San Clemente 0.69
• Mission Viejo	\$162	• Mission Viejo 0.62
• Lake Forest	\$159	• Lake Forest 0.60
• RSM	\$148	• RSM 0.57
• Laguna Niguel	\$145	• Laguna Niguel 0.54
• Aliso Viejo	\$130	• Aliso Viejo 0.50



Response Times

- Priority 1 Calls- Includes criminal and non-criminal situations where there is immediate danger of injury to any person.
 - Examples include: violent assaults, robberies or burglaries in process and injury traffic collisions.
- Goal for Priority 1 Calls- Less than 5 minutes from time of dispatch to time of arrival.
- **2011 Priority 1 Response Time Avg- 4:50**



Response Times

- Priority 2 Calls- Includes serious crime that just occurred where there is no immediate danger or where the suspect(s) have left.
 - Examples include verbal disputes, robberies or burglaries which have occurred, bomb threats, alarm calls, deceased persons and suspected hazardous material spills.
- Goal for Priority 2 Calls- Less than 12 minutes from time of dispatch to time of arrival.
- **2011 Priority 2 Response Time Avg- 7:29**



Response Times

- Priority 3 Calls- Includes most report calls, crimes where the suspect(s) have left or late reported crimes.
 - Examples include: child or property pick-up, non-injury traffic collisions, suspicious persons or public drunkenness.
- Goal for Priority 3 Calls- Less than 20 minutes from time of dispatch to time of arrival.
- **2011 Priority 3 Response Time Avg- 11:36**



Response Times

- Priority 4 Calls- Includes non-emergency incidents where the informant does not want or need contact.
 - Examples include: parking complaints, loud music or parties.
- **2011 Priority 4 Response Time Avg- 20:07**



Calls For Service (CFS)

- Police Services staff handled 14,215 incidents in 2011.
 - 7,889 were calls from the public.
 - 6,326 incidents were self-initiated activity.
- In 2010, staff handled 12,725 incidents.
 - 5,786 were calls from the public.
 - 6,939 incidents were self-initiated activity.



Crime Statistics

2011 Part I Crimes		2010 Part I Crimes	
Homicide	0	Homicide	0
Rape	2	Rape	4
Robbery	11	Robbery	14
Agg. Assault	32	Agg. Assault	25
Burglary	95	Burglary	78
Theft	475	Theft	404
Auto Theft	27	Auto Theft	28
Total	642	Total	553



Crime Statistics

- Violent crimes increased 5% in 2011.
- Property crimes increased 17% in 2011.
- Overall, Laguna Hills had a 16% increase in Part I Crimes in 2011.
- Part II Crimes decreased 10.92% (775 vs. 870) in 2011
- Notable changes in Part II Crimes:
 - Drunk in public arrests increased 200%
 - Forgery/Counterfeiting decreased 55%
 - Sex Offenses decreased 55%



Traffic Services

2011

- Fatal Collisions- 0
- Injury Collisions- 109
- Hit/ Run Collisions- 55
- Total Collisions- 277

2010

- Fatal Collisions- 2
- Injury Collisions- 79
- Hit/ Run Collisions- 72
- Total Collisions- 337



Traffic Services

2011 Citations

- Hazardous Citations- 2,706
- Non- Hazardous Citations- 1,681
- Restraint Violations- 27

2010 Citations

- Hazardous Citations- 3,594
- Non- Hazardous Citations- 1,981
- Restraint Violations- 114



Preventative Patrol Time

Preventative Patrol Time vs. Consumed Time

- Preventative Patrol Time is a deputy's unobligated patrol time after he/ she handles all calls for service, completes self-initiated activity, report writing, meal breaks, and administrative briefings.
- Laguna Hills goal is **40%** Preventative Patrol Time.



Preventative Patrol Time

- Shift I (0530- 1800 hrs.)
 - 62.27% Consumed Time
 - **37.73% Preventative Patrol Time**
- Shift II (1030- 2100 hrs.)
 - 55.18% Consumed Time
 - **44.82% Preventative Patrol Time**



Preventative Patrol Time

- Shift III (1400- 0230 hrs.)
 - 57.94% Consumed Time
 - **42.06% Preventative Patrol Time**
- Shift IV (1800- 0630 hrs.)
 - 57.25% Consumed Time
 - **42.75% Preventative Patrol Time**



Preventative Patrol Time

- Traffic Deputies
 - 65.90% Consumed Time
 - **34.10% Preventative Patrol Time**
- Community Services Officers
 - 65.33% Consumed Time
 - **34.67% Preventative Patrol Time**



Community Programs / Crime Prevention

- **Neighborhood Watch Program**
 - Program expanded to include 4 neighborhoods with 100 residents
- **Community Emergency Preparedness Academy**
 - 1 Academy completed in 2011 with 35 graduates
- **Virtual Briefing**
 - Daily report for field personnel, providing crime statistics, trends, and relevant information.





School Resource Officer (SRO)

- Program implemented in 2008-2009 school year.
- Statistics for 2011:
 - 11 - Felony Arrests
 - 15 - Misdemeanor Arrests
 - 31 - Parental Referrals
 - 67 - Criminal Investigations
 - 47 - Non-criminal Investigations
 - 4 - Runaways
 - 17 - Truancy Checks





2011 Accomplishments

- 17.8% reduction in injury traffic collisions.
- 10% decrease in Part II crimes.
- Timely response to all calls for service.
- Full-time deployment of Special Enforcement Team.
- Community Emergency Preparedness Academy.



2012 Goals

- Maintain focused effort at reducing crime in Laguna Hills.
- Continued emphasis on response times.
- Continued efforts in crime prevention/ education.
- Community Emergency Preparedness Academy.