



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
JUNE 10, 2014**

**Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Andrew Blount, Mayor

**Dore J. Gilbert, M.D., Mayor Pro Tempore
Randal Bressette, Council Member**

**Melody Carruth, Council Member
Barbara Kogerman, 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.

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BRESSETTE

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON GRANT JAFFE.

1.2 CERTIFICATE OF RECOGNITION, GRANT JAFFE, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR SPRING 2014 SEMESTER

RECOMMENDATION: THAT MAYOR BLOUNT PRESENT A CERTIFICATE TO GRANT JAFFE RECOGNIZING HIS SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.3 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM JOSEPH BASTOS, PRESIDENT/OWNER, AND DONNEL BASTOS, CO-OWNER/VICE-PRESIDENT, JCTEES, 23112 ALCALDE DR., SUITE B, LAGUNA HILLS.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARE THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR MAY 27, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE MAY 27, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 10, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$293,051.49.

3.4 RESOLUTIONS CALLING FOR THE NOVEMBER 4, 2014, 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 4, 2014, 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 4, 2014, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

3.5 RESOLUTION ADOPTING REGULATIONS FOR THE CANDIDATES' STATEMENTS FOR THE NOVEMBER 4, 2014, GENERAL MUNICIPAL ELECTION

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RETAIN THE 200-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 4, 2014.

- 3.6 APPROVAL OF AMENDMENT THREE TO "COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS" FOR THE PURPOSE OF EXTENDING THE CITY'S ELIGIBILITY TO PARTICIPATE IN THE COUNTY OF ORANGE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN ADDITIONAL THREE YEARS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT THREE TO THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT.

- 3.7 PROPOSED AMENDMENT NO. 4 TO CONTRACT BETWEEN COUNTY OF ORANGE AND CITY OF LAGUNA HILLS FOR HOUSING REHABILITATION PROJECT (CDBG - CFDA NO. 14.218) (CONTRACT NO. 12-613031) AUTHORIZING A ONE YEAR CONTRACT TERM EXTENSION FOR FISCAL YEAR 2014-15 AND APPROVING AND AUTHORIZING AN ADDITIONAL \$80,000 ALLOCATION IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE ALISO MEADOWS REHABILITATION PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED FOURTH AMENDMENT TO CONTRACT BETWEEN COUNTY OF ORANGE AND CITY OF LAGUNA HILLS FOR HOUSING REHABILITATION ALISO MEADOWS REHABILITATION PROJECT (CDBG-CFDA NO. 14.218) (CONTRACT NO. 12-613031), AUTHORIZING A ONE YEAR CONTRACT TERM EXTENSION FOR FISCAL YEAR 2014-15 AND APPROVING AND AUTHORIZING AN ADDITIONAL \$80,000 ALLOCATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE ALISO MEADOWS REHABILITATION PROJECT, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT.

- 3.8 ADOPTION OF AN ORDINANCE REGULATING OVERNIGHT PARKING IN CITY-OWNED PARKING LOTS

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 11-12 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE, REGARDING STOPPING, STANDING AND PARKING, TO ADD PROVISIONS PERTAINING TO THE REGULATION OF PARKING ON CITY PROPERTY AND THE PROHIBITION OF OVERNIGHT PARKING AT THE LAGUNA HILLS COMMUNITY CENTER SPORTS COMPLEX PARKING LOTS AND CABOT PARK."

3.9 CLAIM AGAINST THE CITY, LAUREEN HEINZ

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A REJECTION LETTER.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR MAY 27, 2014

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE MAY 27, 2014, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.1.1 POLICE SERVICES STUDY - PRESENTATION OF FINAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM MATRIX CONSULTING GROUP REGARDING POLICE SERVICES IN LAGUNA HILLS.

6.2 Public Services Director/City Engineer

6.2.1 SOUTHERN CALIFORNIA GAS COMPANY ADVANCED
METER PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL RECIEVE AND FILE THE
REPORT.

7. **MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS
AND MAYOR**

8. **CITY COUNCIL MEMBER COMMENTS**

ADJOURNMENT

The next Regular Meeting of the City Council will be June 24, 2014, 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 the Courtyard at La Paz Center by June 6, 2014, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

JUNE 6, 2014
DATE

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CERTIFICATE OF RECOGNITION, GRANT JAFFE, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR SPRING 2014 SEMESTER

RECOMMENDATION: THAT MAYOR BLOUNT PRESENT A CERTIFICATE TO GRANT JAFFE RECOGNIZING HIS SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Grant Jaffe has served as the Student Liaison for the spring 2014 semester. Grant has served as the Student Liaison with distinction, and it is in order to recognize his service.

ATTACHMENTS:

- Certificate of Recognition



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

GRANT JAFFE
Laguna Hills High School Student Liaison

February 7, 2014, through June 10, 2014

WHEREAS, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and

WHEREAS, Grant Jaffe was appointed to serve as the Student Liaison to the City Council and took the Oath of Office February 7, 2014; and

WHEREAS Grant Jaffe has served as the Student Liaison with dedication and distinction, setting a fine example for those students who will serve in the future.

NOW, THEREFORE, I, Andrew Blount, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Grant Jaffe for his service to the City as Student Liaison to the City Council.

Dated this 10th day of June 2014.

ANDREW BLOUNT, MAYOR

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
MAY 27, 2014**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Blount 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, California.

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Gilbert

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Blount, Mayor Pro Tempore Gilbert, Council Member Bressette, Council Member Carruth, and Council Member Kogerman

CLOSED SESSION REPORT

There was no Closed Session scheduled.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIASON GRANT JAFFE.

1.2 SPOTLIGHT ON LOCAL BUSINESS

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM RONNIE GIVARGIS, OWNER/OPERATOR, FOR NANA FI'S BAKERY CAFE, 24321 AVENIDA DE LA CARLOTA SUITE H-8, LAGUNA HILLS.

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AN UPDATE AND REQUEST FROM CHAIR ROBBINS AND COMMITTEE MEMBER GOST OF THE 3/5 DARK HORSE COMMITTEE, TO ALLOW AN UNLIMITED NUMBER OF MARINES BE GIVEN A DISCOUNT TO PARTICIPATE IN FUTURE MEMORIAL DAY RACE EVENTS.

1.4 ORANGE COUNTY HUMAN RELATIONS COUNCIL ANNUAL REPORT

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM KEN INOUE, COMMISSIONER, WITH THE ORANGE COUNTY HUMAN RELATIONS COUNCIL.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER KOGERMAN REMOVING ITEM NOS. 3.6, 3.7, 3.8, 3.9, 3.12 AND COUNCIL MEMBER BRESSETTE REMOVING ITEM NO. 3.10, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE GILBERT.
APPROVED BY A VOTE OF 5-0.**

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR MAY 13, 2014

THE CITY COUNCIL APPROVED THE MINUTES OF THE MAY 13, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 27, 2014

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$1,080.395.88.

3.4 CITY'S CONFLICT OF INTEREST CODE

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-05-27-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING AN UPDATED CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2012-06-12-1.

3.5 AWARD OF CONTRACT FOR TURF RENOVATION AT THE LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238B

THE CITY COUNCIL AWARDED THE CONTRACT FOR THE TURF RENOVATION AT THE LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238B, FOR THE BASE BID IN THE AMOUNT OF \$74,200 AND THE ALTERNATE BID IN THE AMOUNT OF \$74,200 TO THE APPARENT LOW BIDDER, CSA HOLDINGS, INC., DBA SPORTS FIELD SERVICES, REJECTED ALL OTHER BIDS, AND AUTHORIZED THE MAYOR TO SIGN THE CONTRACT DOCUMENTS.

3.11 APPROVAL OF CITY WIDE ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS

THE CITY COUNCIL APPROVED THE ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS DATED JANUARY 2014 AS PREPARED BY HARTZOG & CRABILL, INC.

ITEMS REMOVED FROM THE CONSENT CALENDAR**3.6 TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH COMPUTER SERVICE COMPANY**

Council Member Kogerman removed this item from the Consent Calendar to commend staff on saving the City \$25,000 a year in Traffic Signal Maintenance.

Council Member Bressette asked for clarification on the ownership of Computer Service Company and the possibility of Council Members having a conflict on this issue.

THE CITY COUNCIL APPROVED THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH COMPUTER SERVICE COMPANY AND AUTHORIZED THE CITY MANAGER TO SIGN THE AGREEMENT, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

3.7 AWARD OF PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES WITH NUVIS LANDSCAPE ARCHITECTURE AND PLANNING AND RICHARD FISHER ASSOCIATES

Council Member Kogerman removed this item from the Consent Calendar to commend staff on taking a fresh look at obtaining new consultants.

Council Member Bressette had concerns with some of the projects completed by Richard Fisher and Associates over the years. Public Services Director Rosenfield addressed Council Member Bressette's concerns, and clarified the process of assigning work to each contractor.

THE CITY COUNCIL APPROVED PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES WITH NUVIS LANDSCAPE ARCHITECTURE AND PLANNING AND RICHARD FISHER ASSOCIATES, AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENTS, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BRESSETTE. APPROVED BY A VOTE OF 5-0.

3.10 PROGRESS PAYMENT NO. 5 FOR LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

This item was taken out of order from those items removed from the Consent

Calendar. Council Member Bressette removed this item to clarify several elements of the La Paz Open Space Project, CIP No. 615A., and displayed photos of his concerns.

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 5, IN THE NET AMOUNT OF \$176,882.97 TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A, AND AUTHORIZED ADDITIONAL CONSTRUCTION SUPPORT SERVICES BY RICHARD FISHER ASSOCIATES, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 5-0.

3.8 AMENDMENT OF CITY COUNCIL POLICY NO. 315, TREE PRESERVATION, TO ADD TREE DONATION PROCEDURES AND MISCELLANEOUS UPDATES TO THE POLICY

Council Member Kogerman removed this item from the Consent Calendar to commend staff on responding to residents regarding the Tree Preservation Policy. Council Member Kogerman requested that the amended policy be advertised in the City Views brochure.

Council Member Bressette asked staff questions regarding the number of trees in the City and the reasoning for allowing the donation of only 15-gallon trees.

Public Services Director Rosenfield clarified the number of trees in the City, the City's tree trimming cycle, and the reasons for allowing only 15 gallon trees.

THE CITY COUNCIL APPROVED AMENDED POLICY NO. 315, TREE PRESERVATION, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

3.9 AUTHORIZATION TO CONTRACT WITH UTILITY COST MANAGEMENT LLC TO PERFORM A UTILITY BILLING AUDIT ON A CONTINGENT FEE BASIS

Council Member Kogerman removed this item from the Consent Calendar to commend staff for the potential cost savings associated with the contract with Utility Cost Management LLC.

THE CITY COUNCIL APPROVED AND AUTHORIZED THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH UTILITY COST MANAGEMENT LLC TO PERFORM A UTILITY BILLING AUDIT, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 5-0.

3.12 ADOPTION OF AN ORDINANCE REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF

Council Member Kogerman removed this item from the Consent Calendar to register her no vote in adopting the Ordinance.

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2014-1, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE GILBERT.

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

4. PLANNING AGENCY

Mayor Blount 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 7:58 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Vice Chair Gilbert, Agency Member Bressette, Agency Member Carruth, and Agency Member Kogerman

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 13, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 13, 2014, REGULAR MEETING, BY M/AGENCY KOGERMAN, S/AGENCY MEMBER CARRUTH.

APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSTAINED).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 7:59 PM. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 PUBLIC HEARING ON 2014 WEED, RUBBISH AND REFUSE ABATEMENT**

Mayor Blount opened the Public Hearing, and upon seeing no one rise, closed the Public Hearing.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-05-27-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND, M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

6. ADMINISTRATIVE REPORTS**6.1 City Manager**

The City Manager made no reports.

6.2 Assistant City Manager**6.2.1 APPROVAL OF FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT**

Stephen Wontrobski, Mission Viejo, spoke regarding the FY 2014-2015 Law Enforcement Services Agreement.

THE CITY COUNCIL APPROVED THE FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

6.3 Public Services Director/City Engineer**6.3.1 REGULATION OF OVERNIGHT PARKING IN CITY-OWNED PARKING LOTS**

THE CITY COUNCIL INTRODUCED FOR FIRST READING, READ BY TITLE ONLY, AND WAIVED FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING

CHAPTER 11-12 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE, REGARDING STOPPING, STANDING AND PARKING, TO ADD PROVISIONS PERTAINING TO THE REGULATION OF PARKING ON CITY PROPERTY AND THE PROHIBITION OF OVERNIGHT PARKING AT THE LAGUNA HILLS COMMUNITY CENTER SPORTS COMPLEX PARKING LOTS AND CABOT PARK, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

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

There were no items agendized and presented by City Council Members and Mayor.

8. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER BRESSETTE

Council Member Bressette thanked Team Dark Horse and the Community Services Staff for a successful Memorial Day Event.

Council Member Bressette reported that he met with Congressman John Campbell.

Council Member Bressette gave an update on recent Orange County Fire Authority Board meetings.

MAYOR PRO TEMPORE GILBERT

Mayor Pro Tempore Gilbert thanked Council Member Bressette for all of the hours that he puts in for the benefit of the City of Laguna Hills as delegate to the Orange County Fire Authority.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount adjourned the meeting at 8:37 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

ANDREW BLOUNT, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 10, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$293,051.49.

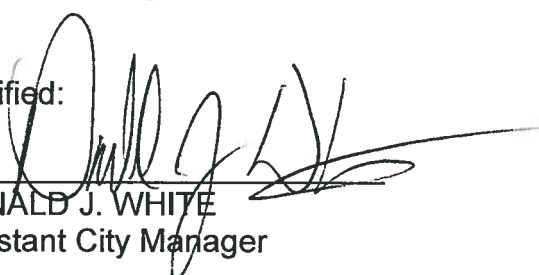
SUMMARY:

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

6-3-14
DATE

FISCAL IMPACT:

The warrant register total is \$293,051.49.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 06/10/14

Date: 06/02/2014

Time: 11:57 am

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807311	05/22/2014	Printed		A-0104	AT&T	Fax Line, Admin Svcs, May '14	74.73
8807312	05/22/2014	Printed		C-1142	CARSON, ANTHONY D.	MC, 1/2 Marathon 5K Event	200.00
8807313	05/22/2014	Printed		E-0597	ELECTRIC CITY	1/2 Marathon 5K Supplies, CS	935.55
8807314	05/22/2014	Printed		E-0585	EVERBANK COMMERCIAL FINANCE	Lease - Copier, City Hall, May	221.55
8807315	05/22/2014	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Apr '14	108.33
8807316	05/22/2014	Printed		L-1206	LAGUNA HILLS HIGH SCHOOL	Every 15 Minutes, LHHS-2014	2,500.00
8807317	05/22/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Acacio Fert. Ctr,V#2003132.002	500.00
8807318	05/22/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	LHHS, Lacrosse, V# 2003137.002	475.00
8807319	05/22/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Y. Olegueda, V# 2003138.002	250.00
8807320	05/22/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Compass Bible Ch,V#2003141.002	1,500.00
8807321	05/22/2014	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenishment, May	597.96
8807322	05/22/2014	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr, Apr	40,894.68
8807323	05/22/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, Traffic Control, Apr	391.83
8807324	05/22/2014	Printed		T-2681	TOTALFUNDS BY HASLER	Postage Replenishment, Apr '14	1,000.00
8807325	05/29/2014	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc,04/27-05/10	6,978.80
8807326	05/29/2014	Printed		C-1002	ANIMAL SHELTER SERVICES	Animal Care Services, Jan-Mar	19,119.00
8807327	05/29/2014	Printed		A-0304	AU-YEUNG, MELISSA	Mileage Reimb., Jan - May	422.22
8807328	05/29/2014	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., ICSC, May	740.04
8807329	05/29/2014	Printed		B-0364	BUREAU VERITAS NORTH AMERICA	CIP# 615, OnCall Inspect, Apr	11,447.50
8807330	05/29/2014	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repairs, Parks, May	130.00
8807331	05/29/2014	Printed		C-1155	CALIBER SIGNS & IMAGING, INC.	Signage, 1/2 Marathon & 5K	224.40
8807332	05/29/2014	Printed		C-0333	CALIF PARK & REC SOCIETY, INC.	Membership, Community Services	145.00
8807333	05/29/2014	Printed		C-1060	CALIFORNIA OFFICE SYSTEMS	Copier Usage, City Hall, Apr	223.25
8807334	05/29/2014	Printed		C-1174	CARTEGRAPH	Hosting Fees, Request Ptr, May	500.00
8807335	05/29/2014	Printed		C-0301	CHANNING, BRUCE	Travel Reimb., Admin Svcs, May	19.60
8807336	05/29/2014	Printed		C-1159	CHANTARANGSU, DAVID	Travel Reimb., Com Dev, May	255.36
8807337	05/29/2014	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Plan Chk, Bldg & Safety, Apr	34,869.29
8807338	05/29/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Office Supplies, CS, May '14	817.91
8807339	05/29/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, May '14	23.69
8807340	05/29/2014	Printed		E-0593	EISENBERG, DALE	Contractor Inst Svcs, Aikido	52.50
8807341	05/29/2014	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, Apr '14	9,384.82
8807342	05/29/2014	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs, Dancing	205.80
8807343	05/29/2014	Printed		G-0851	GEMINI TIMING	Program Expense, 1/2 Marathon	900.00
8807344	05/29/2014	Printed		G-0856	GERALD BRIFFA & REBECCA MOUL	Refund, SAP Fees, CR# 48028	275.00
8807345	05/29/2014	Printed		H-0804	HINDERLITER, DE LLAMAS & ASSOC	Sales Tax 2ndQtr,AuditSales4th	1,885.97
8807346	05/29/2014	Printed		H-0934	HOME DEPOT	Building Maint Supplies, CS	51.18
8807347	05/29/2014	Printed		J-1057	JAMEY CLARK, INC.	Park Repairs, May '14	618.04
8807348	05/29/2014	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, May	290.70
8807349	05/29/2014	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Jun	2,900.00
8807350	05/29/2014	Printed		L-1367	LANDMARK CUSTOM LANDSCAPE	Refund, Pool Bond, CR# 47413	250.00
8807351	05/29/2014	Printed		L-1371	LEUNG, HENRY	Refund, SDPA Fees, CR# 47344	387.50
8807352	05/29/2014	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 06/13/14	450.00
8807353	05/29/2014	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	337.40
8807354	05/29/2014	Printed		M-1528	MEDLOCK, GEORGE	Contract Instr Svcs, Drumming	34.30
8807355	05/29/2014	Printed		M-1396	MONOGRAM MAGIC	Uniforms, Police Svcs, May '14	180.30
8807356	05/29/2014	Printed		M-1576	MORRISSEY, KEITH	Refund, SDPM Fees, CR# 47703	2,725.00
8807357	05/29/2014	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape, May	4,286.25
8807358	05/29/2014	Printed		N-1475	NOLAN, PAUL, EMT-D	Program Expense, 1/2 Marathon	1,064.00
8807359	05/29/2014	Printed		O-1546	OFFICE SOLUTIONS	Operating Supplies, May '14	477.62

Check Register Report

Warrant Register 06/10/14

Date: 06/02/2014

Time: 11:57 am

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807360	05/29/2014	Printed		Q-1715	QUESTYS SOLUTIONS	Software Maintenance,7/14-6/15	3,873.00
8807361	05/29/2014	Printed		R-1881	R.E.S.S.	Flag Replacement, Corn Center	426.60
8807362	05/29/2014	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	19,941.28
8807363	05/29/2014	Printed		M-1352	REYES, JANICE MATEO	Travel Reimb., Admin Svcs, May	638.76
8807364	05/29/2014	Printed		R-1855	RICHARD FISHER ASSOCIATES	Professional Svcs, CIP # 615	6,709.68
8807365	05/29/2014	Printed		C-1006	ROAD MAINTENANCE SERVICE	Road Maintenance, Apr '14	54,889.60
8807366	05/29/2014	Printed		S-2037	SADDLEBACK FAMILY & URGENT CARE	Pre-employment Phys, Apr 14	155.00
8807367	05/29/2014	Printed		S-1911	SOUTHERN CAL ASSOC OF GOVTS	Membership 14-15	3,158.00
8807368	05/29/2014	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	533.75
8807369	05/29/2014	Printed		S-2095	STONE IMAGERY	Office Supplies, May '14	243.00
8807370	05/29/2014	Printed		S-2201	SUNSET PROPERTY SERVICES	Bus Stop Graffiti Removal, May	675.00
8807371	05/29/2014	Printed		T-2656	TYLER TECHNOLOGIES, INC.	Annual Maint,Energov,7/14-6/30	15,952.00
8807372	05/29/2014	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Planting, Apr '14	675.00
8807373	05/29/2014	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Apr	253.85
8807374	05/29/2014	Printed		W-2300	WHITE, DONALD	Travel Reimb., Admin Svcs, May	51.00
8807375	05/29/2014	Printed		W-2436	WILLIAM JORDAN ASSOCIATES	Refund, SDP Fees, CR# 47229	230.00
8807376	05/29/2014	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Apr	31,648.46
8807377	05/29/2014	Printed		X-2400	XEROX CORPORATION	Copier Usage, Apr '14	675.44

Total Checks: 67

Checks Total (excluding void checks):

293,051.49

Total Payments: 67

Bank Total (excluding void checks):

293,051.49

Total Payments: 67

Grand Total (excluding void checks):

293,051.49



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: RESOLUTIONS CALLING FOR THE NOVEMBER 4, 2014, 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 4, 2014, 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 4, 2014, 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 4, 2014, 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 4, 2014, is the date of the eleventh General Municipal Election for the City of Laguna Hills. The election will be for three 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 three seats open for this election, if there is a tie vote for the third 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 July 3, 2014.

FISCAL IMPACT:

\$21,000 has been budgeted for the 2014 General Municipal Election.

ATTACHMENTS:

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

RESOLUTION NO. 2014-

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 4, 2014, 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 4, 2014, 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 called and ordered to be held in the City of Laguna Hills, California, on Tuesday, November 4, 2014, a General Municipal Election for the purpose of electing three 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. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. 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.

PASSED, APPROVED, AND ADOPTED this 10th day of June 2014.

ANDREW BLOUNT, 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. 2014- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10TH day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

RESOLUTION NO. 2014-

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 4, 2014, 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 4, 2014, for the purpose of the election of three 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 4, 2014, for the purpose of the election of three 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. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

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 10th day of June 2014.

ANDREW BLOUNT, 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. 2014- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof, held on the 10th day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

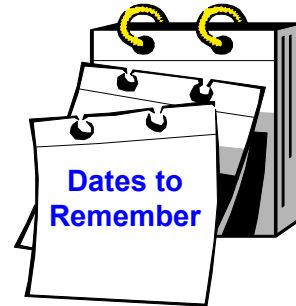
(SEAL)

PEGGY J. JOHNS, CITY CLERK

CITY OF LAGUNA HILLS ELECTION CALENDAR

GENERAL MUNICIPAL ELECTION

TUESDAY, NOVEMBER 4, 2014



July 14 to August 8 at 5:00 p.m.	Filing Period for Nomination Papers and Candidate's Statements
August 8 at 5:00 p.m.	Deadline to file Nomination Papers (the filing deadline will be extended if an incumbent does not file)
August 13 at 5:00 p.m.	End of extended Filing Period if a Council Member does not file (incumbents must file by August 8)
August 14	Secretary of State to determine order of names on ballot
October 6	Last day to file Campaign Expenditure Statements - First Pre-election Statement
October 6 to October 28	Voters may request Vote-by-Mail Ballots
October 18 to November 3 (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 20	Last day to register to vote
October 23	Last day to file Campaign Expenditure Statements - Second Pre-election Statement
November 4	ELECTION DAY - Polls are open 7:00 a.m. to 8:00 p.m.
December 9	Election results declared
February 2, 2015	Last day to file Campaign Expenditure Statements



NEWS RELEASE CITY OF LAGUNA HILLS

July 4, 2014

FOR IMMEDIATE RELEASE

General Municipal Election

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

November 4, 2014, has been set by the City Council as the date for the General Municipal Election for the City of Laguna Hills. Three 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 Randal Bressette, Melody Carruth, and Barbara Kogerman. The successful candidates will take their oaths of office on December 9, 2014.

Registered voters may nominate Candidates between July 14, 2014, at 8:00 a.m. and August 8, 2014, at 5:00 p.m. Nomination Papers will be available beginning Monday, July 14, 2014. If any incumbent has not filed Nomination Papers by Friday, August 8, 2014, at 5 p.m., the nomination period will be extended for all interested persons other than incumbents to Wednesday, August 13, 2014, 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 4, 2014
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 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 the Candidate's Statement printed in the sample ballot for the November 4, 2014, General Municipal Election is \$800.

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 at least 60 minutes."

-more-

**July 4, 2014
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 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: RESOLUTION ADOPTING REGULATIONS FOR THE CANDIDATES' STATEMENTS FOR THE NOVEMBER 4, 2014, GENERAL MUNICIPAL ELECTION

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RETAIN THE 200-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 4, 2014."

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 4, 2014.

BACKGROUND:

Since its incorporation and 23-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 should be noted that the California Election Code Section 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's 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; 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.

As in past elections, staff is recommending retaining the 200-word limit in order to keep the cost down for the candidates.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2014

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 4, 2014

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 4, 2014, 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 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 mail separate ballots and candidates' statements to all voters 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 4, 2014, 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 10th day of June 2014.

ANDREW BLOUNT, 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. 2014- adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 10TH day of June 2014, 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 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: APPROVAL OF AMENDMENT THREE TO "COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS" FOR THE PURPOSE OF EXTENDING THE CITY'S ELIGIBILITY TO PARTICIPATE IN THE COUNTY OF ORANGE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN ADDITIONAL THREE YEARS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT THREE TO THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT.

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) provides federal grant money to local communities through its Community Development Block Grant (CDBG) program to provide assistance to low and moderate income persons, households, and neighborhoods in the areas of housing, services, programs, and infrastructure. Because of the requirements of the CDBG program, cities under 50,000 population are not eligible to receive funds directly from HUD, therefore the County of Orange receives CDBG funds on the City's behalf. When CDBG funds have been directed to the City, the City has historically programmed funds for improvements at the Florence Sylvester Memorial Senior Center and the Aliso Meadows condominium complex. The improvements made over the years have benefited low and moderate income residents of the City.

In order to continue to be eligible to receive CDBG funds from HUD on behalf of the City, the City Council must authorize the County of Orange to act on the City's behalf in matters pertaining to the CDBG Program. The City Council's approval of the attached "Amendment Three to the Cooperation Agreement between the County of Orange and the City of Laguna Hills" signifies the City's approval to have the County of Orange act on the City's behalf for the CDBG Program. Amendment Three commits the City to a three year

contract term ending in 2018, however the City is not obligated to pursue CDB funds during the term. Amendment Three also includes new language where the City commits to activities related to community renewal and that provides assistance to lower income housing.

BACKGROUND:

The CDBG program was established by HUD in 1975 as a means of allowing local communities to fund projects that address social and economic issues associated with poverty. Today, over 1,000 communities and agencies throughout the country use CDBG funds to support housing programs, social programs, services, and building revitalization efforts that serve low and moderate income residents in their communities. However, the CDBG program distinguishes the funding process between cities above and below the 50,000 population mark. While cities over 50,000 population can receive funds directly from HUD and administer their own CDBG program, cities under 50,000 population participate in CDBG programs through their county or state. The City participates in HUD's CDBG program through the County of Orange.

As a participant in the County's CDBG program, the City must consent to the County's administration of the CDBG program on behalf of the City every three years to remain eligible to receive CDBG funds. Since the City began participating in the County's CDBG Program in the 1990s, the City has received approximately \$3 million for housing rehabilitation on behalf of Aliso Meadows residents (see Agenda Item 3.7) and facility improvements for the Florence Sylvester Memorial Senior Center. Approval of the proposed agreement extension (Amendment Three) enables the City to continue to participate in the CDBG Program through the County through 2018. A three year extension is also available unless the City chooses to opt out of the program by notifying the County before the extension becomes effective.

A new requirement of the Cooperation Agreement proposed by the County commits the City to pursue community renewal and activities that provide assistance that benefit lower income housing. The City has already taken on objectives addressing community renewal under its own authority as part of the 2009 General Plan update and by adopting the Urban Village Specific Plan in 2005. Using CDBG funds to assist with housing rehabilitation efforts at Aliso Meadows to the extent of \$2.5 million, which provides assistance to low income housing, is an example of the City's efforts that benefit lower income housing. For the purpose of evidencing the City's on-going efforts for community renewal and lower income housing assistance, the 2013 General Plan Annual Progress report is attached (**Attachment 5**) to identify what the City accomplished in 2013. While the new requirement to commit to activities related to community renewal and low income housing isn't effective until 2015, the City already has a substantial history of pursuing these activities of its own accord.

The City entered into its current Agreement with the County to participate in the County's CDBG Program in 2005 (**Attachment 1**). It was subsequently amended in 2008 by Amendment One (**Attachment 2**), and in 2011 by Amendment Two (**Attachment 3**). The County proposes to amend the 2005 Agreement by entering into Amendment Three (**Attachment 4**). Each of the amendments has extended the original 2005 Agreement for a period of three years along with other non-substantive contract changes. The current Agreement expires in June 2015, but due to the lead times associated with the preparation of planning documents for the CDBG Program, the County is seeking an extension commitment from the City prior to the commencement of its planning activities, which is set to begin within the next few months.

FISCAL IMPACT:

The City budgets approximately \$30,000 annually to support its CDBG activities, but typically receives three to five times that amount annually in CDBG funds for Aliso Meadows and the Florence Sylvester Memorial Senior Center.

CEQA FINDINGS:

Environmental review is not required under the Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. The proposed action is limited to the approval of an extension of an Agreement for the City to participate in the County of Orange CDBG program without committing to fund or carry out a specific development project.

ATTACHMENTS:

- Attachment 1 – 2005 Cooperation Agreement
- Attachment 2 – Amendment One (2008)
- Attachment 3 – Amendment Two (2011)
- Attachment 4 – Amendment Three (Proposed)
- Attachment 5 – 2013 General Plan Annual Progress Report



Attachment #1
2005 Cooperation Agreement

COOPERATION AGREEMENT

"Small-City"

THIS AGREEMENT is entered into this first day of July, 2005

BY AND BETWEEN

CITY OF LAGUNA HILLS, a municipal
Corporation, hereinafter referred to as CITY,

AND

COUNTY OF ORANGE, a political
subdivision of the State of California and
recognized Urban County under the Federal
Housing and Community Development Act
of 1974 (Public Law 93-383), as amended,
hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, hereinafter referred to as ACT, makes available to the COUNTY as an Urban County, and to cities under 50,000 in population, grants through the Community Development Block Grant Program (hereinafter referred to as "CDBG"), and the HOME Investment Partnership Program (hereinafter referred to as "HOME"), and any subsequent United States Department of Housing and Urban Development (hereinafter referred to as "HUD") Program which may become available to the COUNTY to be used for eligible housing and community development activities; and

WHEREAS, the ACT requires such cities and the COUNTY to enter into cooperation agreements in order for the cities to be included as part of the Urban County CDBG and HOME Programs; and

WHEREAS, the COUNTY and CITY desire to cooperate to undertake, or assist in undertaking, community development and lower income housing assistance activities, which might include, but are not limited to, (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing, (2) direct rehabilitation of or financial

1 assistance to housing, (3) low rent housing activities, (4) disposition of land to private developers
2 for appropriate redevelopment, and (5) condemnation of property for low income housing

3 NOW, THEREFORE, the parties agree as follows:

4 1. This Agreement shall constitute a cooperation agreement between the parties
5 within the meaning of Section 102 (a)(b) of the ACT. The parties agree to cooperate to
6 undertake, or assist in undertaking, activities which might include, but are not limited to, (1)
7 acquisition of property for disposition for private reuse, especially for low- and moderate-income
8 housing, (2) direct rehabilitation of or financial assistance to housing, (3) low rent housing
9 activities, (4) disposition of land to private developers for appropriate redevelopment, and (5)
10 condemnation of property for low income housing-community.

11 2. COUNTY shall have the authority to carry out activities, which will be funded
12 from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2006-2007,
13 2007-2008, and 2008-2009 and from any program income generated from the expenditure of such
14 funds.

15 3. COUNTY shall have final responsibility for selecting activities and annually filing
16 the grant application (i.e. Annual Action Plan) with HUD. In the preparation of said application,
17 COUNTY shall give due consideration to CITY's analysis of community development needs and
18 proposed activities.

19 4. COUNTY certifies that it is following an adopted Consolidated Plan as required by
20 24 CFR Part 91 and 24 CFR Part 570.306.

21 5. Since HUD will not accept an Agreement including a provision for veto or other
22 restriction which would allow any party to obstruct implementation of the Consolidated Plan,
23 both COUNTY and CITY shall attempt to fulfill housing goals established by the HUD approved
24 Consolidated Plan for the period of this Agreement.

25 6. CITY acknowledges that it has adopted and is enforcing:

26 a. A policy prohibiting the use of excessive force by law enforcement agencies
27 within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
28 and

29 b. A policy of enforcing applicable State and local laws against physically barring
30 entrance to or exit from a facility or location which is the subject of such non-violent civil rights
31 demonstrations within jurisdictions.

1 7. COUNTY and CITY agree to take all actions necessary to ensure compliance with
2 the Urban County's certification required by Section 104 (b) of Title I of the Housing Community
3 Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the
4 Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of
5 1974, and other applicable laws. Failure by CITY to comply with these provisions or to
6 affirmatively further fair housing within its own jurisdiction or CITY action which impedes the
7 COUNTY's actions to comply with the COUNTY's fair housing certification, which may
8 constitute noncompliance with the Urban County CDBG and HOME Programs, which may cause
9 funding sanctions or other remedial actions by HUD and/or COUNTY.

10 8. In the event COUNTY's Urban County application is approved by HUD,
11 COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which
12 are attributable to activities administered by CITY, unless another form of allocation is required
13 by HUD.

14 9. This Agreement shall cover Program Years 32, 33 and 34 (Fiscal Years 2006-
15 2007, 2007-2008 and 2008-2009, respectively) of CDBG and HOME program applications,
16 including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this
17 agreement be terminated by either party before June 30, 2009, except as allowed in legislation
18 enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and
19 as permitted by HUD.

20 10. In accordance with HUD Notice CPD 05-01, this agreement will be automatically
21 extended for an additional three (3) year period (i.e. from July 1, 2009 to June 30, 2012) unless
22 COUNTY or CITY provides written notice that it elects not to participate in a new qualification
23 period. COUNTY shall notify CITY in writing of its right not to participate no later than the date
24 specified in HUD's Urban County Qualification Notice for the next qualification period.

25 11. CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be
26 required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June
27 30, 2009. The COUNTY will notify CITY of its right to terminate its participation in the program
28 based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any
29 such amendment, this automatic renewal provision herein will be void.

30 12. The eligible activities to be undertaken during the term of this Agreement will be
31 chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and

HOME Programs and any regulations which may be applicable to future Supplemental Federal Programs.

13. The parties agree to comply with the requirement(s) of the CDBG and HOME Programs, including laws and policies applicable to said Programs.

14. CITY acknowledges by its execution of CDBG and HOME cooperation agreement(s) the included unit of general local government it:

a. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the COUNTY'S CDBG program and;

b. May not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County currently received a HOME formula allocation.

c. May not terminate or withdraw from the Cooperation Agreement while it remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period (and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed.

15. a. CITY must inform COUNTY, through periodic reports requested by COUNTY, of any income generated by the expenditure of Program funds received by the CITY. Pursuant to applicable federal requirements, such program income must be paid to the COUNTY. CITY may retain such program income only if agreed upon by COUNTY and used exclusively for eligible activities as determined by the COUNTY and in accordance with all CDBG and HOME Program requirements as may then apply.

b. CITY shall keep and maintain appropriate records on the use of program income as required by COUNTY as the COUNTY has the responsibility of monitoring and reporting program income to HUD.

c. In the event of close-out or change in status of CITY, any program income at that time or received subsequent to the close-out or change in status shall be paid by CITY to the COUNTY within ninety (90) days after the expiration of the term of this Agreement.

16. a. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of acquisition or improvement), including disposition, must be reported by CITY to the COUNTY.

COUNTY may approve the proposed modification or change of use. CITY shall not implement the modification or change in use without COUNTY approval.

b. Should the disposition, sale or transfer of such real property acquired or improved in whole or in part using CDBG or HOME Program funds result in a use which does not qualify under CDBG or HOME Program regulations, the CITY shall reimburse COUNTY in the amount equal to the then current fair market value of the property (less any portion thereof attributable to expenditure of non-CDBG/HOME funds).

c. Any program income generated from the disposition, transfer or sale of such property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the COUNTY and CITY may be either used by CITY for other specific eligible activities in the CITY or paid to the COUNTY for other eligible Urban County activities, as determined in advance of the expenditure at the discretion of the COUNTY.

17. a. CITY shall indemnify, hold harmless, and defend with counsel approved in writing by COUNTY, its officers, agents and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or alleged to arise out of or in consequence of this Agreement including attorneys' fees, provided such liability, claims, demands, losses or actions are due to the acts or omissions of CITY, its officers, agents or employees in the performance of this Agreement, including any activities conducted by CITY under its application.

b. In addition, CITY shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless COUNTY against any liability, claims, losses, demands, and actions including attorneys' fees incurred by COUNTY as a result of a determination by HUD that activities undertaken by CITY under CITY's application failed to comply with any laws, regulations, or policies applicable thereto or that any funds forwarded to CITY under this Agreement were improperly expended.

c. The provisions of Section 2778 of the California Civil Code, as said section exists on the effective date of this Agreement, shall be applicable to the above indemnification provisions. Transmittal to CITY of any pleadings served upon COUNTY shall be deemed to be a request to defend.

18. a. COUNTY shall indemnify, hold harmless and defend with counsel approved in writing by CITY, its officers, agents and employees against all liability, claims, losses, demands

1 and actions for injury to or death of persons or damage to property arising out of or alleged to arise
2 out of or in consequence of this Agreement, provided such liability, claims, demands, losses or
3 actions are due to the acts or omissions of COUNTY, its officers, agents or employees in the
4 performance of this Agreement, including any activities conducted by COUNTY under its
5 application.

6 b. In addition, COUNTY shall indemnify, defend with counsel approved in
7 writing by CITY, and hold harmless CITY against any liability, claims, losses, demands, and
8 actions including attorneys' fees incurred by CITY as a result of a determination by HUD that
9 activities undertaken by COUNTY under COUNTY's application failed to comply with any laws,
10 regulations, or policies applicable thereto or that any funds forwarded to COUNTY under this
11 Agreement were improperly expended.

12 c. The provisions of Section 2778 of the California Civil code, as said section exists
13 on the effective date of this Agreement, shall be applicable to the above indemnification
14 provisions. Transmittal to COUNTY of any pleadings served upon CITY shall be deemed to be a
15 request to defend.

16 19. COUNTY shall have the right to periodically audit CITY's records to determine
17 compliance with this Agreement.

18 20. CITY shall forward to COUNTY a copy of each annual audit of the CITY
19 conducted by an independent public auditor during the period of this Agreement as soon as the
20 audit report becomes available. COUNTY shall have the right to ensure that necessary corrective
21 actions are made by CITY for any audit findings pertinent to CITY handling of CDBG Program
22 funding pursuant to federal requirements.

23 21. No CDBG or HOME Program funds shall be expended on any activity, which does
24 not affirmatively further fair housing goals within CITY.

25 22. Pursuant to 24 CFR Part 570.501(b) of CDBG and 24 CFR Part 92.504 of HOME
26 program regulations, CITY is subject to all requirements applicable to subrecipients, including the
27 requirement of a written agreement set forth in 24 CFR Part 570.503 of CDBG and 24 CFR Parts
28 92.505-509 of HOME program regulations.

29 23. This Cooperation Agreement shall apply to any supplemental program which
30 HUD makes available through the CDBG or the HOME Programs.

1 24. CITY may void this Agreement only if it submits to COUNTY on or before July
2 08, 2005 the notification from HUD that CITY has qualified as a "Metropolitan City" or an
3 "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2006-
4 2007, 2007-2008, 2008-2009. Upon such notification by HUD, CITY also must submit to
5 COUNTY and HUD written notification of its decision to either remain in the Urban County
6 Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

7 //

8 //

9 //

10 //

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor/City Manager and attested by its City Clerk; COUNTY has caused this Agreement to be executed by the Director of the Housing and Community Services Department; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

CITY OF LAGUNA HILLS, a municipal Corporation in the State of California

By: [Signature]

Name: Randal Bressette

Title: Mayor

Date: May 24, 2005

ATTEST:

By: [Signature]

Name: Mary A. Carlson

Title: City Clerk

Date: May 24, 2005

APPROVED AS TO FORM:

[Signature]
Lois E. Jeffrey, City Attorney

COUNTY OF ORANGE, a political subdivision of the State of California

By: [Signature]

Paula Burrier-Lund, Director

Housing and Community

Services Department

Date: 6/30/05

ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: [Signature] Date: 7/1/05



Attachment #2

Amendment One - 2008

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

This Amendment Number One (hereinafter "Amendment One") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF LAGUNA HILLS, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of JULY 16, 2008, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-08-04 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on MAY 2, 2008;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, Section 10 of the Original Agreement allows for an additional three year extension of said Agreement upon mutual agreement of both Parties; and

WHEREAS, the Parties desire to amend the Original Agreement at this time in the manner set forth herein;

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 9 of the Original Agreement shall read, as amended, in its entirety as follows:

This Agreement shall cover Program Years 35, 36 and 37 (Fiscal Years 2009-2010, 2010-2011 and 2011-2012, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this agreement be terminated by either party before June 30, 2012, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

2. Section 10 of the Original Agreement shall be deleted in its entirety.
3. All other provisions of the Original Contract, a copy of which is attached hereto as Exhibit A and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor and attested by its City Clerk; COUNTY has caused this Agreement to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

City of Laguna Hills, a municipal
Corporation in the State of California

By: Joel Lautenschleger
Name: Joel Lautenschleger
Title: Mayor Pro Tempore
Date: 5/27/08

ATTEST:

By: Peggy J. Johns
Name: Peggy J. Johns
Title: City Clerk
Date: 5/27/08

Approved as to Form:

Gregory E. Simonian
Gregory E. Simonian
City Attorney
Date: 5/27/08

COUNTY OF ORANGE, a political
subdivision of the State of California

By: Steve Franks
Steve Franks, Director
Orange County Community Resources
Date: 7-16-08

ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: 6/23/2008

Date: [Signature]

ATTACHMENT A
Cooperation Agreement "Small-City"

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PA
INVEST
JUL 2008



Attachment #3

Amendment Two - 2011

**AMENDMENT TWO TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF LAGUNA HILLS (Small City)**

This Amendment Number TWO (hereinafter "Amendment TWO") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF LAGUNA HILLS, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2012, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-11-02 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on March 25, 2011;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:

COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Shelter Grant (ESG) Program funds appropriated for Federal Fiscal Years 2012-2013, 2013-2014 and 2014-2015 and from any program income generated from the expenditure of such funds.

2. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2012-2013, 2013-2014 and 2014-2015, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either party before June 30, 2015, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

3. Section 10 shall be added to Agreement to read:

In accordance with HUD Notice CPD 11-02, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2015 to June 30, 2018) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

4. Section 11 of the original Agreement is amended to read "CITY and COUNTY agree to adopt amendments (s) to this agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2014. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void".
5. Section 24 is amended to read "City may void this agreement only if it submits to County on or before May 28, 2011 the notification from HUD that City has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2012-13, 2013-2014, and 2014-2015. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.
6. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment TWO to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment TWO to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of Laguna Hills, a municipal
Corporation in the State of California
By: [Signature]
Name: L. ALLAN SONGSTAD, JR.
Title: Mayor
Date: April 26, 2011

By: [Signature]
Name: PEGGY J. JOHNS
Title: City Clerk
Date: April 27, 2011

COUNTY OF ORANGE, a political
subdivision of the State of California

By: [Signature]
Steve Franks, Director
Orange County Community Resources
Date: 7-12-11

////////////////////////////////////
ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: _____

Date: _____

EXHIBIT A
Cooperation Agreement "Small-City"

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Attachment #4

Amendment Three

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

This Amendment Number THREE (hereinafter "Amendment THREE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF LAGUNA HILLS, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2015, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1 2012; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-14-07 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provided to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on February 25, 2014;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:

COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home

Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Federal Fiscal Years 2015-2016, 2016-2017 and 2017-2018 and from any program income generated from the expenditure of such funds.

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:
 - c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities.
3. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2015-2016, 2016-2017 and 2017-2018, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either party before June 30, 2018, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

4. Section 10 shall be added to Agreement to read:

In accordance with HUD Notice CPD 14-07, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2018 to June 30, 2021) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

5. Section 11. Of the original Agreement is amended to read "CITY and COUNTY agree to adopt amendments (s) to this agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2017. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void"
6. Section 24. Is amended to read "City may void this agreement only if it submits to County on or before June 2014 the notification from HUD that City has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2015-16, 2016-2017, and 2017-2018. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

7. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment THREE to be executed by its Mayor and attested by its City Clerk; COUNTY has caused this Amendment THREE to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of Laguna Hills, a municipal
Corporation in the State of California

By: _____

Name:

Title: Mayor

Date: _____

By: _____

Name:

Title: City Clerk

Date: _____

COUNTY OF ORANGE, a political
subdivision of the State of California

By: _____

Steve Franks, Director

Orange County Community Resources

Date: _____

////////////////////////////////////

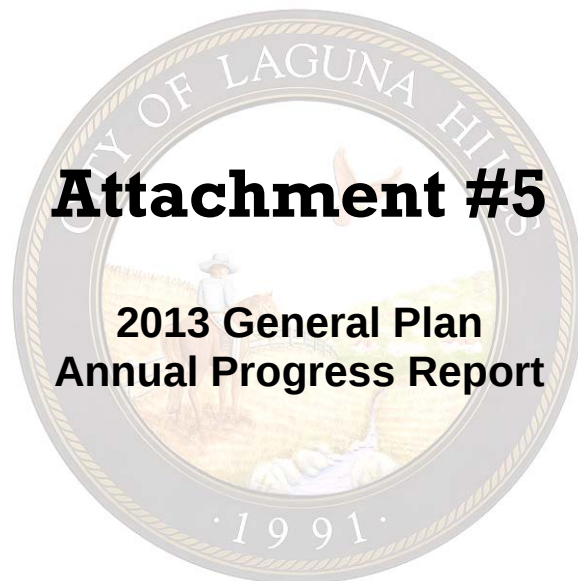
ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: County Counsel

Date: 5/3/2014



Attachment #5

2013 General Plan Annual Progress Report

CITY OF LAGUNA HILLS
General Plan Annual Report
Calendar Year 2013

Background

Government Code Section 65400(b) mandates that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress in its implementation; otherwise referred to as the “Annual Report.” The Annual Report is intended as a tool for informing local legislative bodies of the jurisdiction’s effectiveness in implementing its General Plan. A copy of the Annual Report must also be sent to the Governor’s Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The purpose and intent of this statute is to ensure that the General Plan directs all land use decisions and remains an effective guide for the long-term physical development of a community. The Annual Report is a tool for doing this. The Annual Report provides a correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation programs of the adopted General Plan.

Providing a copy of the Annual Report to OPR provides information that allows OPR to monitor local planning activities and to identify trends in land use planning and decision-making throughout the State of California. The information is necessary for OPR to serve in its capacity as the statewide planning agency. It can also provide the State with information to identify necessary modifications and improvements to its *General Plan Guidelines*, while serving to apprise state government of local planning activities and facilitating the legislative process as it pertains to land use and local planning issues.

Providing a copy of this report to HCD fulfills a statutory requirement to report certain housing information, including the local agency’s progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (as defined in Government Code Sections 65584 and 65583(c)(3)).

The focus of the Annual Report should be on implementation of the General Plan’s goals, policies and implementation measures. It can provide information to identify necessary “course adjustments” or modifications to the General Plan and means to improve local implementation. Since there is no specific form provided by OPR, the Annual Report can vary in format and approach from jurisdiction to jurisdiction.

City of Laguna Hills General Plan Implementation

After an extensive two year process, the City adopted a Comprehensive Update to the General Plan in July 2009. This was the first comprehensive revision of the General Plan since the City's first general Plan was adopted in 1994. The General Plan is based on extensive research and analysis of existing conditions, changing local and regional conditions, evolving trends in urban planning and a collaborative partnership with community members through an extensive public participation process.

The Laguna Hills General Plan is organized into 10 sections. The sections include an introduction, seven General Plan elements, a General Plan Implementation Program, description of related plans and programs, and a glossary of terms used throughout the General Plan.

The seven General Plan elements encompass all of the elements required by California General Plan law. The Laguna Hills General Plan combines the mandatory Open Space and Conservation Elements required by State law, and includes a separate, optional element on Community Services and Facilities. The seven General Plan elements in the Laguna Hills General Plan include: Land Use, Mobility, Conservation and Open Space, Community Services and Facilities, Safety, Noise, and Housing.

The seven elements are generally organized in a similar format. Each element contains an Introduction, Background, and Plan section. The "Introduction" indicates the purpose of each element and how it will help Laguna Hills achieve its vision for the community as articulated through the eight Guiding Themes. The "Background" provides the reader with the existing conditions and/or the environmental setting particular to that element topic. The "Plan" section is composed of three sections: issues, goals and policies, and approach. The issues section describes issues and concerns expressed by the community, City staff, and the City Council. The goals and policies section sets both broad and specific direction for the future of the City based on the identified issues and concerns. The approach section provides a general description and summary of the City's course of action to achieve the goals and policies.

The Laguna Hills General Plan also contains the following appendices, which are integral parts of the General Plan: 1) Implementation Program - The Implementation Program follows the elements and identifies the specific actions that will achieve the goals, policies, and plans identified in each element; 2) Related Plans and Programs - This section identifies plans and programs related to the General Plan and applicable to future activities and land use decisions within Laguna Hills; 3) Glossary - This section provides definitions for technical terms used throughout the General Plan.

Land Use Element

The Land Use Element is the foundation of the General Plan and serves as a compass that guides citizens, planners, and decision makers on the desired pattern of growth, development, and change in Laguna Hills. This Element describes both existing and future land use activities and unifies the other elements of the General Plan by providing an overall policy context. The Land Use Element deals with the central issues of development and growth, and the quality of the community, and helps define the desired balance among the social, environmental, and economic costs and benefits associated with growth.

The Land Use Element identifies the distribution, location, and intensity of all land use types throughout the City. Text, maps, and diagrams establish the direction for land uses within the City and describe how these uses are integrated with other General Plan Elements and policies.

As a built-out community with virtually no remaining residential or commercial vacant land, new development opportunities are focused on larger existing developed parcels that are considered underutilized and/or can be reasonably intensified by incorporating parking structures within parking lot areas. The Laguna Hills Mall and the Oakbrook Village Shopping Center are both examples of these new development opportunities and are zoned for a range of mixed land uses, including residential uses. The General Plan focuses on those sites within the community that have redevelopment potential.

The City's Land Use Element was adopted in July 2009 with the City's comprehensive update of the General Plan. Previously, the City had amended the 1994 adopted Land Use Element twice: In July of 2000, with the West-side annexation, and in June of 2001, with the Saddleback Valley Unified School District Surplus Property Land Use Designation Change.

The following Land Use goals and programs were implemented in 2013:

- Laguna Hills Mall

In May 2013, Merlone Geier Partners, a private real estate investment company with a long standing reputation of working closely with cities in the development and design of properties, purchased the 68-acre Mall from the Simon Property Group. Built in 1973, the Laguna Hills Mall is in dire need of a major redevelopment. Furthermore, the Mall serves as the backbone of the Laguna Hills Urban Village Specific Plan which will ultimately guide the area toward a mixed-use downtown space that provides not only shopping, but also a pedestrian experience and public gathering space. The company has submitted initial development concept plans for a remodel and expansion that creates a modern pedestrian-friendly town center with more cafes, restaurants, an upscale movie

theater, fitness center and public plaza. The plans are currently being evaluated by staff.

- Oakbrook Village

The owner of Oakbrook Village received approval from the City Council in November 2012 to create a mixed-use development with new retail and residential units. This project intends to turn the aging shopping center into the City's first urban village by demolishing 148,530 square feet of the existing 200,000 square-foot center and replacing it with 489 homes in multistory residential buildings and up to 82,574 square feet of new retail space. This project will be broken up in two phases. Phase One will include the demolition of 82,730 square feet of retail uses and development of 289 dwelling units and 23,974 square feet of new retail space. The new retail square footage will include 9,000 square feet of ground-level retail integrated into the proposed residential building. Construction on Phase One is anticipated to begin in June 2014 and be completed in fall 2016.

Phase Two is anticipated to include the demolition of 65,800 square feet of retail uses and development of up to 200 dwelling units and 58,600 square feet of new retail space. The design and layout of the proposed residential and retail building have not been determined at this time for Phase Two. In addition to the project approvals, the City Council entered into a Development Agreement with the owner that provides development rights for up to 15 years to complete the project in exchange for a number of public improvements that must be made by the developer. The Development Agreement also establishes a Retail Loss Impact Fee in Phase Two for retail revenue lost as a result of demolition of retail buildings that are not replaced. Also included in the Development Agreement, is a Public Park and Community Facilities Enhancement Fee of \$7,392 per residential unit. The total payment of approximately \$2,136,000 is expected to be paid to the City in 2013 for Phase One.

The property owner submitted plans to the Building Department in December 2013. In addition, staff has had several meetings with the property owner since the project's approval in order to work out a critical technical issue which had to be cleared before the project could be scheduled to begin construction. The property owner has been working to relocate existing tenants out of the building demolition area. The plans for those tenant relocations have already been submitted for plan check.

This project has been recognized by the Orange County Business Council for eliminating barriers to private sector jobs creation and contributing to the economic growth of the County.

- The Village at Nellie Gail

This 11.3 acre area located on the north side of La Paz Road between Moulton Parkway to the west and Alameda Avenue to the east was identified as an Opportunity Area in the City's General Plan. Following the rezoning of this parcel from open space to commercial retail, staff processed a tentative parcel map essentially creating a 3.055 acre lot with a 50-foot-wide open space/trail easement along La Paz Road. Last year, the City Council authorized staff to file a quiet title action in court, giving the City clear title of the property.

In April 2012, the City Council approved the sale of the property to Vintage Real Estate, the owner of the adjacent Moulton-La Paz shopping center for \$2.75 million. At that time, the City Council also approved the addition of 29,098 square feet of general commercial space. The approved purchase and sale agreement included a creative and first-of-its-kind water quality easement over a portion of contiguous city-owned open space that allowed the project to move forward. Without this creative solution to the new water quality rules and regulations, it is highly likely that the project would have been abandoned or the City would have had to significantly lower the purchase price on the property. This creative solution resulted in the City being awarded its first Orange County Business Council "Red Carpet" Award. City staff negotiated an additional \$211,416 in exchange for the use of these easements. The quiet title action was completed in June 2012 and escrow on the property closed in September 2012 in the amount of \$2,963,093. The Center is being anchored by The Fresh Market. The Fresh Market in Laguna Hills will be the chain's first store in Southern California and the second in the State. Construction on the property began in January 2013 and is scheduled to be completed in the spring of 2014. The rehabilitation of the open space along the La Paz Road between Alameda and Moulton Parkway began this past summer and is anticipated to be completed by June 2014.

- Chase Bank

At the June 12, 2012, City Council meeting, the City Council approved the development of a new 4,415 square foot Chase bank at the northwest corner of Hon Avenue and Alicia Parkway. Construction on this project was completed October 2013. The bank was built to reflect a Spanish Revival architectural style and includes a dedicated drive-thru lane with a drive-thru ATM. The new bank replaced the self-service gas station and the underground fuel tanks were removed. The new building now provides an attractive anchor at this important intersection in the City.

- Building Department Activity

The Building and Safety Division issued approximately 1700 permits, which is a 25 percent increase over 2012. Revenues also increased around 30 percent. The 2013 building code updates were adopted this year to comply with State Law. The City also included amendments proposed by the Orange County Fire Authority (OCFA). The division provided approximately 5,000 inspections in 2013.

Mobility Element

The Mobility Element describes existing and future transportation conditions and systems. The Element establishes goals and policies that will guide the City's mobility system, including streets, transit facilities and services, bicycle and pedestrian facilities, and the recreational trail system. The text, maps, and diagrams are a basis for the development of the City's approach to maintaining and improving the mobility network.

The City's Mobility Element was adopted in July 2009 with the Comprehensive General Plan Update. The City had not adopted any amendments to the previous element, which was adopted in 1994 with the original General Plan.

During 2013, the following projects were substantially completed:

- El Toro Road/Ridge Route Drive Rehabilitation

In June 2013, the City Council awarded a construction contract to for the El Toro Road Pavement Rehabilitation project and the Ridge Route Drive Rehabilitation project in the combined amount of \$953,953. This project entails pavement rehabilitation along El Toro Road from Paseo de Valencia to Bridger Road, and along Ridge Route Drive from Avenida de la Carlota to Moulton Parkway, to include ADA ramps, concrete repairs, asphalt repairs, roadway resurfacing and lane striping. Construction on the Ridge Route project began in November 2013 and the El Toro Road work is anticipated to begin in spring 2014.

- La Paz Widening at Interstate 5

The La Paz Widening at Interstate 5 project received final approval from the City Council in September 2010. This project includes a number of safety and traffic flow improvements, such as the widening and addition of off- and on-ramp lanes, modifying traffic signals, and landscape improvements. Favorable bid conditions allowed the City to complete the project below its original estimated cost of \$7.6 million. The City successfully acquired \$4.7 million in Federal funding for the project, in

addition to \$1.15 million of Measure M funds. The remaining funding was acquired from various special revenue fund sources, resulting in no General Fund impact for this project. Construction on the project began in April 2011 and was substantially completed in November 2012. The landscape maintenance work for the project was substantially completed in November 2013.

- Senior Transportation

Utilizing funds provided by OCTA's Senior Mobility Program, the City continues to provide transportation for seniors through the Dial-A-Taxi program. In April of last year, the program was modified to allow all seniors who are 60 years of age or older to use the Dial-A-Taxi service. The program was additionally modified to allow those seniors who also qualify for the OCTA ACCESS program to use the senior transportation program.

In an effort to increase participation in the program, earlier this year the service area of the program was expanded to include the City of Laguna Woods. Seniors can travel to any destination within the service area which includes Laguna Hills, Mission Viejo, and Laguna Woods. Also, new satellite destinations were added to the program. These new destinations include Irvine Spectrum, Hoag Hospital, Kaiser Hospital, John Wayne Airport, Long Beach Airport, and LAX Airport. Staff continues to advertise the program by passing out informational flyers at our senior living centers. The Willows Senior Center in northern Laguna Hills has recently shown an interest in the program. These efforts have produced positive results. By the end of 2012, 69 seniors were approved to use the service. Of these 69 seniors, 19 had scheduled a Dial-A-Taxi trip, with approximately 5 actively using the program on a routine basis. Currently there are 177 seniors enrolled in the City of Laguna Hills' Senior Dial-A-Taxi program and an average of 93 trips per month. Of the 177 seniors enrolled in the program, there are 26 seniors who are actively using this service.

Housing Element

Every California city and county is required to include a housing element in its general plan which establishes housing goals, policies, and programs that respond to community housing conditions and needs. The purpose of the Laguna Hills Housing Element is to identify housing opportunities and solutions specific to the housing issues of the City.

The 2008-2014 Housing Element was adopted in December 2009. The City received State Certification for its 2008-2014 Housing Element in February 2010. In October 2013, the City adopted the next cycle of the Housing Element, the

2013-2021 Housing Element, which received State Certification in November 2013.

The following Housing goals and programs were implemented in 2013:

- Affordable Housing Initiatives

In 2013, the City of Laguna Hills was awarded \$80,000 in Community Development Block Grant (CDBG) funds, which are being used to renovate homes in the 248-unit Aliso Meadows Condominium Association. Over the past nine (9) years, the City has been awarded CDBG Funds totaling over \$2,200,000, which has resulted in the rehabilitation of more than 140 affordable housing units for very low, low, and moderate income households in the City. The City will apply for available CDBG funds in the upcoming year to continue its rehabilitation work in the neighborhood.

- 2013-2021 Housing Element

The City adopted the 2012-2021 Housing Element in October, and received HCD certification of the Element in November 2013.

Note: In addition to the information provided above, the status of the housing element and progress in its implementation are described in an attachment to this Annual Report – Annual Element Progress Report - Housing Element Implementation.

Conservation and Open Space Element

The purpose of the Conservation and Open Space Element is to identify natural, cultural, and open space resources, ensuring a high-quality living environment for residents of Laguna Hills. This Element provides goals, policies, and programs related to open space and conservation as well as a wide range of other topics that together comprise the natural setting of Laguna Hills, including biological, scenic, cultural, and historical resources. The goals and policies contained in this element also address global climate change and sustainable practices related to water conservation, energy conservation, air quality, and water quality.

The City's Conservation Element and Open Space Element were adopted in July 2009 with the Comprehensive General Plan Update. The following Conservation and Open Space goals and programs were implemented in 2013:

- Landfill Diversion

The 2012 Annual Disposal Report using the per capita disposal figures was submitted to the State Department of Resource Recycling and Recovery (CalRecycle) on July 30, 2013. This detailed report summarizes

all the many recycling programs that the City has in place such as residential curbside, commercial and multi-family, outreach and educational efforts, greenwaste recycling, electronic waste recycling, and material recover processing centers, etc. For 2012, the City achieved a per capita disposal rate (pounds/person/day) of 3.4 which is well below the per capita disposal target of 5.8 pounds per day. Because the City is below the target figure, the City is in compliance with the State's recycling and diversion mandates. The City's 2012 Annual Disposal Report was accepted and approved by CalRecycle on September 12, 2013.

The total diversion tons reported to the State for 2012 was 19,449 tons. This figure represents the amount of waste that was transferred to and deposited into our local landfills not only by CR&R but by other self-haul entities. Although the City does not have current tonnage figures for all the private recycling programs, such as internal business recycling programs and self hauler recycling initiatives, CR&R's annual reports to the City can provide an idea of the total waste generation of the Laguna Hills community. For example, in 2012, CR&R collected a total of 33,202 tons of waste in Laguna Hills. After processing the majority of this waste at its material recovery facilities and other facilities, CR&R transported a total of 16,545 tons to local landfills. Of the total waste collected, CR&R achieved a diversion rate of 50.2% by diverting 16,657 tons of recyclable material from landfills.

- Water Quality

- City staff implemented the Fourth Term NPDES permits issued by both the Santa Ana Regional Water Quality Control Board and the San Diego Regional Water Quality Control Board.

- The City participated in the 17th Annual Inner Coastal Watershed Cleanup Day on September 21, 2013. This was the tenth time the City has participated in this event where volunteers worked together and cleaned parts of the Aliso Hills Channel. The event was a great success as 21 volunteers collected 240 pounds of trash and 225 pounds of recyclable material from the adjacent trail and channel.

- The City installed debris gates on 59 catch basins throughout the City by utilizing a grant received from the Orange County Transportation Authority.

- Water Quality Improvements

The City has continued its efforts on a multi-year project to install catch basin debris gates on all of the approximately 550 inlets in the City in order to reduce litter and other debris from entering the storm drain

system and downstream drainage courses. In June 2013, the second phase of the project resulted in the installation of gates at 50 locations utilizing a Measure M-2 grant of \$65,000. A third phase has also received similar grant funds and will begin work in early 2014. Approximately 50% of all of the City inlets are now protected by debris gates.

- La Paz Open Space

In September 2013, the City Council awarded a construction contract for the La Paz Open Space Improvements from Moulton Parkway to Alameda Avenue. This \$1.1 million project is slated to be completed by May 2014. These improvements include landscaping the eight-acre open space area, as well as creating a dual trail system. The project is being closely coordinated with the development of the newly re-branded Village at Nellie Gail.

- Earth Day Laguna Hills

The City held its annual Earth Day Laguna Hills (formerly Volunteer Connection Day) on Saturday, April 20, 2013. Sixty-three (63) volunteers participated in this year's Earth Day event. The City hosted a "Green Expo" as part of the event. Event participants then broke off into coordinated groups to assist in trail clean-up projects throughout the City, along with the planting of 15 Crepe Myrtle trees along Aliso Creek Trail, Veeh Ranch Trail, and Juan Avila Trail. CR&R reported that 1,480 lbs. of debris was collected and 50% of that was recycled. Volunteers also planted 12 Mondale Pine trees in recognition of the Arbor Day along Paseo De Valencia between Stockport and Kennington. As a part of this event, the City re-qualified for its designation as a Tree City USA by the national Arbor Day Foundation.

A document shredding event was integrated into the Earth Day Laguna Hills event hosted by the City in the Community Center parking lot. A total of 248 cars dropped off documents during the event. Two trucks were stationed in the parking lot and 11,855 pounds of documents were destroyed on behalf of Laguna Hills residents.

Noise Element

The purpose of the Noise Element is to identify and assess existing noise sources in the community, and to discuss the City's role in ensuring comfortable and safe noise levels in the future. As a part of the General Plan process, citizens and City officials identified goals for the future relating to balancing land uses in the City, in part to minimize incompatibilities and exposure to excessive noise while providing the range of uses needed to maintain a high quality of life. The goals, policies, and programs will assist in achieving noise compatibility between land uses.

The City's Noise Element was adopted in July 2009 with the Comprehensive General Plan Update. The City had not adopted any amendments to the previous element, which was adopted in 1994 with the original General Plan.

The following goals and programs were implemented in 2013:

- Noise Standards and Acoustical Studies

The City reviewed development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met.

Safety Element

The Safety Element establishes policies and programs to protect the community from risks associated with seismic, geologic, flood, and wildfire hazards.

The City's Safety Element was adopted in July 2009 with the Comprehensive General Plan Update. The City had not adopted any amendments to the previous element, which was adopted in 1994 with the original General Plan.

The following safety goals and programs were implemented in 2013:

- Public Safety

There were 7,447 total incidents reported in the first three quarters of 2013, which represents a decrease of 11.4% in reported incidents when compared to the same period in 2012.

The total number of Part I crimes also experienced an overall decrease of 8.9% when compared to last year. This decrease is largely attributed to a sharp decline in the number of reported Thefts and Burglaries.

Part II crimes are generally considered proactive, deputy initiated activities carried out while a deputy is on patrol and not responding to a call. Part II crimes, which include driving under the influence (DUI), narcotics, and vandalism incidents, have decreased significantly by 14.5% when compared to the same time period last year.

- Response Times Improve

Response times continue to remain within the expected parameters for all four levels of priority calls. The average response time for 2013 are 4:17 for Priority 1 calls, 8:29 for Priority 2 calls, 12:39 for Priority 3 calls, and 22:30 for Priority 4 calls. It remains the goal of Laguna Hills Police

Services to respond to all Priority 1 calls within five minutes from the time of dispatch to arrival, twelve minutes for Priority 2 calls, and twenty minutes for Priority 3 calls. There is no standard response time goal for Priority 4 calls but rather deputies are dispatched as they become available.

- Neighborhood Watch Grows

The Neighborhood Watch Program continues to prosper this year with the revitalization of two inactive groups and one new group. In addition, Police Services has participated in various community events such as the National Take Back Day, Earth Day Laguna Hills, 4th of July Expo, National Night Out, and Valencia Elementary's Boo Bash Carnival. In addition, Police Services' staff have performed over 55 child car safety inspections to reduce the misuse rate of child car seats that are installed or used incorrectly.

- Community Emergency Preparedness Academy

Police Services annually conducts a Community Emergency Preparedness Academy (CEPA) where residents complete eight weeks of disaster preparedness training. The training included information on fire safety, search and rescue, utility and water safety procedures, disaster/terrorism overview, and CPR, first aid and AED certification. The final class consists of a mock disaster drill spanning five different scenarios allowing the participants to practice the disaster training skills learned over the course of the Academy. The Academy was postponed until February 2014 due to requests from the community.

- Coyote Response Efforts

In response to a number of coyote sightings and aggressive behavior in the region, staff conducted one successful trapping operation this past year. Additionally, staff has continued its efforts to coordinate with the various homeowners' associations throughout the City, as needed. The City has maintained its featured link on the home page entitled "Living with Coyotes" that details the City's reporting procedures, public information and links those interested to other organizations.

Community Services and Facilities Element

The purpose of the Community Services and Facilities Element is to assess the current status of community services as well as evaluate their long-term provision to ensure that adequate services and facilities are both planned and provided proportionate with the projected growth, as well as development and redevelopment, as it occurs within the City. The Community Services and

Facilities Element also establishes the City's plan to provide and maintain infrastructure and public services for future growth, without diminishing services to existing development. Community services collectively refer to law enforcement, fire protection, water, sewer, solid waste, electricity and natural gas, communication, and animal care services. Community facilities collectively refer to schools, libraries, parks, and recreational facilities.

The City's Community Services and Facilities Element was adopted in July 2009 with the Comprehensive General Plan Update. The City had not adopted any amendments to the previous element, which was adopted in 1994 with the original General Plan.

The following goals and programs were implemented in 2013:

- Special Events

The City successfully hosted two signature events. The 2013 Memorial Day Half Marathon, 5K, and 10K, honoring the USMC Dark Horse Battalion, was held on May 27, 2013, with 3,400 runners participating. This is an increase of 640 runners when compared to last year's event. Total revenues collected were \$177,229, and the direct expenses for the event (not including staff costs) were \$149,649. A number of the 3/5 Battalion Marines ran in the half marathon, which along with the 5K and 10K, was led from the start line by our Grand Marshall, Cpl. Josue Barron. Prior to the race, the City Council approved a pledge formula of \$3 per paid participant for the continued funding of the 3/5 Marine Support Committee. Based on this formula, \$9,456 was awarded to the 3/5 Support Committee by City Council Resolution on August 27, 2013.

The second signature event was the City's annual 4th of July celebration. It is estimated that more than 11,000 people attended the City of Laguna Hills 2013 Fourth of July event. Total expenditures for this event were \$24,535 (not including staff time). Net costs totaled \$18,809, which accounts for \$4,426 in ride ticket sales and \$1,300 in vendor booth rentals. A firework malfunction occurred with this year's show which reduced the length of the show by approximately five minutes. Fortunately, no one was injured as a result of this incident. The City subsequently received a full refund for the cost of the show.

- Senior Center Facility Grant

The City successfully competed for an award of 2012/2013 Community Development Block Grant (CDBG) funding for Public Facilities and Improvement monies to be used at the Florence Sylvester Senior Center. This past year, the City utilized \$54,000 in grant monies to fund energy efficiency upgrades that include the expansion of the existing solar panel

electrical system. Construction on this two-phased project was completed in June 2013.

- City of Laguna Hills Mobile Application

The prevalence of smartphones creates an opportunity to provide a new avenue for communication with residents. In March 2013, City staff began researching the development of a customized mobile application for the purpose of providing news, events, and City contact information to residents, businesses and visitors. At the April 9, 2013, City Council meeting, the City Council approved the development of a mobile device application and, consequently, the City officially launched its mobile application in Summer 2013. The mobile application includes five tabs on the home screen: "News", "City Hall," "Places", "Report An Issue", and "Shop and Dine". In many ways, it is anticipated that this simple-to-use mobile application will keep residents desiring to do so more connected to their community by allowing them to easily and quickly access the City's calendar, contact City departments and services, report day-to-day issues from graffiti removal to park and landscape maintenance and find new places to eat and shop. The mobile application is available in both iPhone and Android formats by simply searching for "Laguna Hills" in the respective app stores.

- Since 2003, the City of Laguna Hills has offered the use of the gymnasium to the Saddleback College Emeritus Institute for senior physical activity classes. On an annual basis, approximately 1,500 Emeritus program individuals participate in physical activities such as yoga, pilates, Tai Chi, and aerobics. This year, City staff worked with the Saddleback College Emeritus Institute to include additional Emeritus cultural and education classes such as Spanish, Art Appreciation, Watercolor, and Sketching in our recreation program offerings.

Additionally, during the summer, a new cultural arts program was introduced to our recreation program offerings. Working with On the Edge Theater Production, staff held a Shakespeare in the Hills performance of *Much Ado About Nothing* in the Community Center gazebo and town green area. This performance was well received by the 359 spectators in attendance.

A drop-in ping pong game program was started this year that provides an opportunity for individuals to participate in pick-up games in the gymnasium. This program currently has 54 participants and the majority of these ping pong players are senior citizens. This program mostly caters to seniors since the time of play is from 12pm-2pm, Monday through Thursday.

- Community Center Renovation

The City issued a contract to refurbish the Community Center Building on November 13, 2012. Renovation work began in December 2012 and has been substantially completed over the past year. The work included painting both inside and outside of the Community Center, replacement of wall paper, new carpet throughout the building and miscellaneous building repairs. The total project cost was approximately \$190,000.

Conclusion

This Annual report documents the City's recent progress in updating and implementing the General Plan. The information contained herein will be forwarded to the Governor's Office of Planning and Research and the Department of Housing and Community Development to serve as the City of Laguna Hills' General Plan Annual Report for calendar year 2013.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: PROPOSED AMENDMENT NO. 4 TO CONTRACT BETWEEN COUNTY OF ORANGE AND CITY OF LAGUNA HILLS FOR HOUSING REHABILITATION PROJECT (CDBG - CFDA NO. 14.218) (CONTRACT NO. 12-613031) AUTHORIZING A ONE YEAR CONTRACT TERM EXTENSION FOR FISCAL YEAR 2014-15 AND APPROVING AND AUTHORIZING AN ADDITIONAL \$80,000 ALLOCATION IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE ALISO MEADOWS REHABILITATION PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED FOURTH AMENDMENT TO CONTRACT BETWEEN COUNTY OF ORANGE AND CITY OF LAGUNA HILLS FOR HOUSING REHABILITATION ALISO MEADOWS REHABILITATION PROJECT (CDBG-CFDA NO. 14.218) (CONTRACT NO. 12-613031), AUTHORIZING A ONE YEAR CONTRACT TERM EXTENSION FOR FISCAL YEAR 2014-15 AND APPROVING AND AUTHORIZING AN ADDITIONAL \$80,000 ALLOCATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE ALISO MEADOWS REHABILITATION PROJECT, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT.

SUMMARY:

As described in Agenda Item 3.6, the City receives federal grant money through the Community Development Block Grant (CDBG) program administered by the County of Orange for the purpose of assisting low and moderate income households with basic housing renovations. The City was recently awarded \$80,000 in Community Development Block Grant (CDBG) Funds from the County of Orange for the on-going rehabilitation work at the condominium residences in the Aliso Meadows community located near the intersection of Moulton and Alicia Parkways. The grant funds cover the 2014-15 Fiscal Year and will be used by the Aliso Meadows Condominium Association to complete exterior renovations to residences in the complex. The activities contemplated include roof

repairs, exterior siding repair and painting, and water heater closet repairs. The continued use of CDBG funds from the County for this project ensures that the Aliso Meadows community is maintained in accordance with expected community standards.

BACKGROUND:

The City of Laguna Hills has been a recipient of CDBG funds from the County of Orange since 2004. To date the City has been able to direct nearly \$2.5 million dollars in CDBG funds to Aliso Meadows to assist the Aliso Meadows Condominium Association (the "Association") with repairs that otherwise may have been deferred and never completed. The program has resulted in work on 184 units since the City began the program in 2004. In Fiscal Year 2012-13, the City received \$162,000 in CDBG funds and repairs were completed on 16 units. For Fiscal Year 2013-14, the City received \$80,000 and work is set to begin on 14 units. Since the County's CDBG grant funding program runs on a three-year cycle, the City typically enters into a "master contract" with the County in the first year of the funding cycle, and then amends the contract for each subsequent fiscal year in the grant cycle in order to receive the funds. This is the last fiscal year of the current three year cycle.

To receive CDBG funds for FY2014-15, the County of Orange proposes to amend the City's CDBG contract by adding an additional year to its term and allocating an additional \$80,000 to the City for the program. The proposed amendment will incorporate the new funding amount and contract milestone dates for expenditures. With the original contract funding (\$162,000), and funding from Fiscal Year 2013-14 (\$80,000), this Fourth Amendment will bring total funding over the three-year funding cycle to \$322,000. The Fourth Amendment would also include the following attachments (Attachment A-1 through E-1) which indicate the following:

Attachment A-2: Revises the project scope of work to indicate the project will result in the rehabilitation of at least 6 additional housing units;

Attachment B-2: Adds an additional \$80,000 to the Contract amount;

Attachment C-2: Updates the program costs to reflect that the additional \$80,000 is being used to complete the rehabilitation work;

Attachment D-2: Updates the project's staffing plan to reflect the City staff responsible for carrying out the project; and

Attachment E-2: Updates the project schedule to reflect FY2014-15 milestones.

Lastly, the County proposes to update its Contract Reimbursement Policy as a result of changes that occurred to its policies and procedures. These changes are not material to the City's project. These changes are identified in Exhibit B-2.

Staff notes that Amendments 1, 2 and 3 to the original contract are not included. Amendments 1 and 3 each provided six month extensions to complete the work. Amendment 2 provided an additional \$80,000 in CDBG funding. The Amendments are on file with staff.

FISCAL IMPACT:

Funding for this project comes from the County with the exception of 40-60 hours of staff time each year. The City has also used consultants to assist the HOA with technical issues associated with the project such as income qualifying residents, preparation of bid documents, and certified payroll. Funding for this consultant work has been budgeted for Fiscal Year 2014-15.

CEQA FINDINGS:

The work to be completed is a continuation of housing rehabilitation activity approved under Contract No. 12-613031 with the County of Orange for the City's Housing Rehabilitation Project with the County (CDBG-CFDA No. 14.218). On May 8, 2012, City Council previously adopted a Categorical Exemption for this project indicating that this activity was not subject to the requirements of the California Environmental Quality Act pursuant to Section 15301, Chapter 3, Title 14 of the California Code of Regulations since anticipated activities include minor alterations to existing structures including heating/ air conditioning repairs/ replacement, wood siding repair/ replacement, roof repairs, fencing repairs, painting, and fumigation for termites. Identical work is proposed for Amendment No. 4.

ATTACHMENTS:

- Attachment 1 - Contract No. 12-613031
- Attachment 2 – Fourth Amendment w/ Attachments



Attachment #1

Contract 12-613031

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF LAGUNA HILLS
FOR
HOUSING REHABILITATION
ALISO MEADOWS REHABILITATION PROJECT
CDBG – CFDA NUMBER 14.218



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ATTACHMENTS / EXHIBITS

Attachment A – Scope of Services
 Attachment B – Compensation/Payment
 Attachment C – SUBRECIPIENT's Cost Proposal
 Attachment D – Staffing Plan
 Attachment E – Project Schedule
 Exhibit A – County of Orange Child Support Enforcement Certification
 Exhibit B – OC Community Resources Contract Reimbursement Policy
 Exhibit C – Drug-Free Workplace
 Exhibit D – Lobbying Form LLL

AGREEMENT

This Agreement, hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and City of Laguna Hills, a municipal corporation, in the State of California with a place of business at 24035 El Toro Road, Laguna Hills, CA 92653, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on 8/15/12.

RECITALS

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY and Participating Cities previously entered into a Cooperation Agreement dated July 1, 2012 as amended, in which both parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activity; and

WHEREAS, SUBRECIPIENT has submitted to COUNTY an application for funding of a housing and community development activity; and

WHEREAS, COUNTY adopted its FY 2012-13 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, HUD, in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of COUNTY to determine whether COUNTY has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold; and

WHEREAS, COUNTY approved an allocation of \$162,000.00 (One Hundred Sixty-Two Thousand Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2012-13; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN; and

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds:

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

For the purposes of this CONTRACT the following definitions shall apply:

1. **HUD:** United States Department of Housing and Urban Development.
2. **OC COMMUNITY RESOURCES (OCCR):** Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
3. **DIRECTOR:** DIRECTOR of OC Community Resources, or designee.
4. **PROGRAM INCOME:** The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.
5. **GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM:** A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.
6. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:** A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
7. **PROJECT:** Any site or sites, including buildings, and/or activities assisted with federal program funds.
8. **OMB:** Federal Office of Management and Budget.
9. **CAPER:** Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
10. **CDBG:** 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
11. **CONTINUUM OF CARE:** An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
12. **HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):** The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
13. **EQUIPMENT:** Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

14. **SUBSTANTIAL AMENDMENT:** The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
- 14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - 14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; or
 - 14.3 An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - 14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount.
 - 14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.
15. **CONSTRUCTION BID PACKAGE:** A package of bidding documents which includes the proposal, bidding instructions, CONTRACT documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.
16. **PROGRAM ADMINISTRATION:** An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

ARTICLES

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, including Attachments A, B, C, D and E and Exhibits A, B, C and D which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT 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 software, shall not be valid or binding on COUNTY unless accepted in writing by 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 services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, SUBRECIPIENT shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. SUBRECIPIENT warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SUBRECIPIENT agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- 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 SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT 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, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTs 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. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this CONTRACT 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:** SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT 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 sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTs.
- P. Insurance:**

Insurance Provisions

Prior to the provision of services under this CONTRACT, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT'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 sub-SUBRECIPIENTs performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

If the SUBRECIPIENT 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) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 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.

All insurance policies required by this CONTRACT shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If SUBRECIPIENT's Professional Liability policy is a "claims made" policy, SUBRECIPIENT 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 also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development and Management, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require SUBRECIPIENT 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 SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT 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 SUBRECIPIENT, 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 SUBRECIPIENT's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** SUBRECIPIENT shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. SUBRECIPIENT shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SUBRECIPIENT 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:** SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. Change of Ownership:** SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** SUBRECIPIENT 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 SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.
- U. Confidentiality:** SUBRECIPIENT 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 SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.
- V. Compliance with Laws:** SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT'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. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

- W. Freight (F.O.B. Destination):** SUBRECIPIENT 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 bid 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 services 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:** SUBRECIPIENT 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. Attorney 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 or 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 SUBRECIPIENT 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 SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTS 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 SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTS for the period prescribed by the law. The SUBRECIPIENT 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 SUBRECIPIENT 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.

HH. Indemnification: SUBRECIPIENT 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 SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of CONTRACT:** This CONTRACT shall be effective from July 1, 2012 through June 30, 2013, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing in accordance with paragraph 2.2.
 - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning July 1, 2012. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2013.
 - 2.2 Housing Rehabilitation CONTRACTS and Public Facilities & Improvement CONTRACTS.
 - 2.2.1 SUBRECIPIENT may be eligible to request additional funding up to the maximum set forth in the applicable FY 2012-13 Annual Action Plan if SUBRECIPIENT meets or exceeds any one of the Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in paragraph 24.3.3.
 - 2.2.2 If additional funding is available for allocation to SUBRECIPIENT, SUBRECIPIENT and COUNTY shall first amend the SUBRECIPIENT

SCOPE OF SERVICES component of this CONTRACT. Furthermore, SUBRECIPIENT shall demonstrate, to the satisfaction of DIRECTOR, that the required Performance Expenditure and Accomplishment Thresholds set forth in paragraph 26.3., will continue to be met before such extension and additional allocation shall be granted.

2.2.3 CONTRACT Extension

2.2.3.1 The term of this CONTRACT and the provisions herein may be extended to cover an additional time period as specified herein.

2.2.3.2 The date for PROJECT completion and expenditure of all funds may be extended by the DIRECTOR without further action by the BOARD for a period not to exceed six (6) months from June 30, 2013. For all extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.

2.2.3.3 CONTRACT extension provisions are not applicable to PROGRAM ADMINISTRATION activities.

2.3 Housing Rehabilitation CONTRACTS and Public Services CONTRACTS may be renewed on the same terms, conditions, and scope of services for up to two (2) individual consecutive one-year periods upon mutual written agreement by the COUNTY and SUBRECIPIENT.

3. Contingency of Funds: SUBRECIPIENT 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 Federal, State of California or local Government funds 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.

3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

4. 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 fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.

5. Adjustments – Scope of Services: No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.

6. Changes/Extra Work: The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the Intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY-assigned Purchasing Agent, shall require the mutual consent of all Parties, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

7. **Breach of CONTRACT:** The failure of the SUBRECIPIENT 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:

Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 30 through 32 herein;

Afford the SUBRECIPIENT 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;

Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and

Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The SUBRECIPIENT 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 SUBRECIPIENT to do so will not relieve SUBRECIPIENT 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.
9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT'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 interests of the COUNTY.

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

10. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
12. **Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.
13. **Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.
14. **SUBRECIPIENT Personnel – Reference Checks:** The SUBRECIPIENT warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT. SUBRECIPIENT's employees assigned to this program must meet character standards as demonstrated by reference checks, coordinated by the agency/department issuing this CONTRACT.
15. **SUBRECIPIENT's Project Manager and Key Personnel:** SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. This Project Manager shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY's Project Manager, which consent shall not be unreasonably withheld.

The SUBRECIPIENT's Project Manager shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the program time lines. The COUNTY's Project Manager shall have the right to require the removal

and replacement of the SUBRECIPIENT's Project Manager from providing services to the COUNTY under this CONTRACT. The COUNTY's Project Manager shall notify the SUBRECIPIENT in writing of such action. The SUBRECIPIENT shall accomplish the removal within three (3) business days after written notice by the COUNTY's Project Manager. The COUNTY's Project Manager shall review and approve the appointment of the replacement for the SUBRECIPIENT's Project Manager. The COUNTY is not required to provide any additional information, reason or rationale in the event it elects to request the removal of SUBRECIPIENT's Project Manager from providing services to the COUNTY under this CONTRACT.

16. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT 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 SUBRECIPIENT 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.
17. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - 17.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
 - 17.2 In the case of a SUBRECIPIENT 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 ten (10) percent or more in the contracting entity;
 - 17.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
 - 17.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT 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 ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

18. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a CONTRACT for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations as set forth in Exhibit A., attached hereto and incorporated herein by reference.

The term "service provider" is defined in California Unemployment Insurance Code Section 1068.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a CONTRACT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a CONTRACT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/bicr.htm.

19. **Appointment and Acceptance:** The COUNTY designates the SUBRECIPIENT as the exclusive SUBRECIPIENT for the management of the Program, and the SUBRECIPIENT accepts the appointment, subject to the terms and conditions set forth in this CONTRACT. SUBRECIPIENT hereby agrees to manage the Program in an efficient and satisfactory manner to the best of its ability.
20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY's needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.
21. **SUBRECIPIENT's Responsibilities:** The SUBRECIPIENT shall:
 - 21.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.
22. **Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.
23. **Substantial Amendments:**
 - 23.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.

- 23.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a "Non-Substantial Amendment". In the event that any of these "administrative" reprogramming actions fall under the "Substantial Amendment" criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

24. Payment Requirements:

- 24.1 **CONTRACT Amount:** It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation to SUBRECIPIENT attached hereto and incorporated herein by reference.

- 24.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.

- 24.3 **Payment of Project Activities:**

- 24.3.1 **Payment of Project Activities:** COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2012, and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit B., attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report ("GPR INFORMATION FORM") for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.

- 24.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

- 24.3.3 The following "Required Expenditure Threshold" criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

<u>Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
December 15 th	50% of Contracted Amount Expended
January 15 th	70% of Contracted Amount Expended
March 15 th	80% of Contracted Amount Expended

- 24.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall

reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.

- 24.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 34 of this CONTRACT. Additionally, no funds shall be disbursed prior to submittal of certified payroll documentation to COUNTY with each invoice package/request for payment, as further defined in paragraph 33.

- 24.5 Readiness – for Housing Rehabilitation and Public Facilities & Improvement Projects:

SUBRECIPIENT shall be required to demonstrate to COUNTY its readiness to immediately initiate its Project upon execution of this CONTRACT by providing to the COUNTY documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as "A&E") contracts with specific project timelines consistent with funding. By September 30 of contract term, SUBRECIPIENT shall provide COUNTY a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, SUBRECIPIENT shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that SUBRECIPIENT will meet the "Required Expenditure Thresholds" as set forth in paragraph 24.3.3. SUBRECIPIENT acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the SUBRECIPIENT.

25. Program Income

- 25.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.
- 25.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.
- 25.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.
- 25.4 SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

26. Performance:

- 26.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.
- 26.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall

be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.

- 26.3 The following "Performance Threshold" criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

<u>Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
December 15 th	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
January 15 th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
March 15 th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will impact future funding to SUBRECIPIENT.

- 26.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- 26.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the SCOPE OF SERVICES, as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.
- 26.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., SCOPE OF SERVICES, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.

- 26.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.
- 26.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

27. Performance Monitoring:

- 27.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.
- 27.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.
- 27.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in paragraph 41 of this CONTRACT.

28. Disputes – CONTRACT:

- 28.1 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 SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:
 - 28.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent 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.
 - 28.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT 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 SUBRECIPIENT believes the COUNTY is liable.
- 28.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT'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 ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

29. **Gratuities:** The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT 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 services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. 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.
30. **Termination – Convenience of the COUNTY:** The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.
- After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:
- 30.1 Stop work as specified in the notice of termination;
 - 30.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
 - 30.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
 - 30.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
 - 30.5 As directed by the assigned buyer transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY;
 - 30.6 Complete performance of the work not terminated; and
 - 30.7 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may

acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY.

The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above:

30.8 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and

30.9 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:

30.10 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;

- 30.11 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and
- 30.12 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.
If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department. The COUNTY may:
- 30.13 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and
- 30.14 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.
In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss. Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.
31. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. 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.
32. Stop Work: The COUNTY may, at any time, by written stop work order to the SUBRECIPIENT, require the SUBRECIPIENT to stop all or any part of the work called for by this CONTRACT for a period of 90 days after the stop work order is delivered to the SUBRECIPIENT 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 SUBRECIPIENT 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 days after a stop work order is delivered to the SUBRECIPIENT or within any extension of that period to which the parties shall have agreed, the COUNTY shall either:

32.1 Cancel the stop work order; or

32.2 Terminate work covered by the stop work order as provided for in the termination for default or the termination for convenience clause of this CONTRACT.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the SUBRECIPIENT shall resume work. The COUNTY shall make an equitable adjustment in the delivery schedule, the CONTRACT price, or both, and the CONTRACT shall be modified in writing accordingly if:

32.3 The stop work order results in an increase in the time required or in the SUBRECIPIENT's cost properly allocable to the performance of any part of this CONTRACT; and

32.4 The SUBRECIPIENT asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the COUNTY decides the facts justify the action, the COUNTY may receive and act upon a proposal submitted at any time before final payment under this CONTRACT.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination - Convenience of COUNTY," the COUNTY shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the COUNTY shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related CONTRACT of the SUBRECIPIENT that provides for adjustment and is affected by any stop work order under this clause. The COUNTY shall not be liable to the SUBRECIPIENT for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

33. Federal Administrative Requirements:

33.1 Financial Management:

33.1.1 Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

33.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

33.2 Civil Rights Compliance

33.2.1 SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

33.2.2 Rehabilitation Act

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

33.2.3 Nondiscrimination in Employment and Contracting

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

33.3 Drug-Free Workplace:

The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit C., attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

33.3.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

33.3.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

33.3.2.1 The dangers of drug abuse in the workplace;

33.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

33.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

33.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

33.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

33.3.3.1 Will receive a copy of the company's drug-free policy statement; and

33.3.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the SUBRECIPIENT may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

33.3.3.3 The SUBRECIPIENT has made false certification, or

33.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

33.4 **Affirmative Action:** SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

33.5 **Americans with Disabilities Act:** SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

33.6 **Employment Restrictions:**

33.6.1 **Prohibited Activity:** SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

33.6.2 **OSHA:** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

33.6.3 **Employee Rights**

Federal Minimum Wage

33.6.3.1 SUBRECIPIENT must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

33.6.4 **California Minimum Wage**

33.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability,

has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dlr.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

- 33.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.
- 33.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).
- 33.9 **Anti-Lobbying:** SUBRECIPIENT certifies that:
- 33.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and
- 33.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and
- 33.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.
- 33.10 **Audits:** If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.
- Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

33.11 Modifications/Transfers of Real Property:

33.11.1 Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

33.11.2 SUBRECIPIENT shall ensure that any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

33.11.2.1 Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by COUNTY, after expiration of the CONTRACT and close-out of SUBRECIPIENT's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

33.11.2.2 Disposed of in a manner which results in COUNTY being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph 33.11.2.1 above.

33.12 Labor Standards

33.12.1 SUBRECIPIENT agrees to contact COUNTY no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.

33.12.2 SUBRECIPIENT will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.

33.12.3 SUBRECIPIENT agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of CONTRACT work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. SUBRECIPIENT shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request.

- 33.12.4 SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all contractors engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this CONTRACT, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher rate under state or local laws SUBRECIPIENT shall insert provisions meeting the requirements of this paragraph in all such CONTRACTS.
- 33.12.5 In case where the Davis-Bacon Act applies, SUBRECIPIENT agrees to submit the Construction Bid Package for this project to DIRECTOR for modification, SUBRECIPIENT shall construct project in accordance with the approved Construction Bid Package.
- 33.13 **California Labor Code Compliance**
- 33.13.1 If Prevailing Wage laws apply, SUBRECIPIENT hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for COUNTY under this CONTRACT. SUBRECIPIENT herein agrees that SUBRECIPIENT shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.
- 33.13.2 **Payroll Records**
SUBRECIPIENT agrees that:
Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.
Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.
Certified copies of all payroll records shall be submitted on a weekly basis to COUNTY through the duration of this CONTRACT.
SUBRECIPIENT acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.
- 33.14 **Economic Opportunities**
- 33.14.1 **Compliance**
This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and

any sub-subrecipients, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The Contractor agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

"The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agree to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work

performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

34. Environmental Conditions:

- 34.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.
- 34.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.
- 34.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.
- 34.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:
 - 34.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.
 - 34.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
 - 34.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.
- 34.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.
- 34.6 **Lead-Based Paint:** SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this CONTRACT shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.
- 34.7 **Historic Preservation:** SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this CONTRACT.

- In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.
- 34.8 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

35. General Administration:

- 35.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.
- 35.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.
- 35.3 **Records to be Maintained:** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:
- 35.3.1 Records providing a full description of each activity undertaken;
 - 35.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 35.3.3 Records required to determine the eligibility of activities;
 - 35.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - 35.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 35.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
 - 35.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
 - 35.3.8 **Retention:** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.
- 35.4 **Client Data**
- 35.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name,

address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.

35.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

35.5 **Property Records:** SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.

35.6 **Close-Out:** SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.

35.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.

35.8 **Subcontracts:**

35.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts. For construction subcontracts, SUBRECIPIENT shall submit the Construction Bid Package to COUNTY for review and written approval by DIRECTOR or designee prior to advertising for bids and award for the construction contract. SUBRECIPIENT shall construct Project in accordance with the Construction Bid Package, which DIRECTOR approved, unless prior written approval is received from DIRECTOR for modification thereof.

35.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.

35.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.

35.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.

35.9 Relocation:

SUBRECIPIENT shall, in all matters relating to the project:

- 35.9.1** Take all reasonable steps to minimize displacement by providing tenants reasonable opportunity to lease and occupy dwelling units in the project being improved; and,
- 35.9.2** Submit to COUNTY a Plan outlining financial and advisory assistance in securing temporary housing for any eligible tenant who is temporarily or permanently relocated due to the project.
- 35.9.3** Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act/URA, 49 CFR Part 24 and 24 CFR 570.606 for persons displaced by the project; and
- 35.9.4** Have in effect and follow a residential anti-displacement and relocation plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in conjunction with any activity assisted with funding under the subject project.

36. News/Information Release: The SUBRECIPIENT 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 agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.

37. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

County of Orange
OC Community Services
Housing Community Development
1770 North Broadway
Santa Ana, CA 92706-2642

For SUBRECIPIENT:

Bruce Channing, City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103

38. Ownership of Documents: The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole 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 SUBRECIPIENT without the express written consent of the COUNTY.

39. Precedence: The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.

40. Project Manager, COUNTY: The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.

The COUNTY's Project Manager shall have the right to require the removal and replacement of the SUBRECIPIENT's Project Manager and key personnel. The COUNTY's Project Manager shall notify the SUBRECIPIENT in writing of such action. The SUBRECIPIENT shall accomplish the removal within 14 calendar days after written notice by the COUNTY's Project Manager. The COUNTY's Project Manager shall review and approve the appointment of the replacement for the SUBRECIPIENT's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

41. Errors and Omissions: All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

***City of Laguna Hills**

By: 

Title: MAYOR

Dated: May 8, 2012

By: 

Title: CITY MANAGER

Dated: May 8, 2012

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: 
Orange County Community Resources

Dated: 8/15/12

**APPROVED AS TO FORM:
COUNTY COUNSEL,**

By: _____
Jacqueline Guzman, DEPUTY

***For SUBRECIPIENTS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.**

For SUBRECIPIENTS that are not corporations, the person who has authority to bind the SUBRECIPIENT to a CONTRACT, must sign on one of the lines above.

Attachment #2

Amendment 4 with Attachments





**FOURTH AMENDMENT
TO CONTRACT
BETWEEN THE
COUNTY OF ORANGE
AND
CITY OF LAGUNA HILLS
FOR
THE PROVISION OF COMMUNITY DEVELOPMENT BLOCK GRANT (14.218)
HOUSING REHABILITATION**

This AMENDMENT to Contract # 12-613031, hereinafter referred to as "Fourth Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the City of Laguna Hills, a California municipal corporation, located at 24035 El Toro Road, Laguna Hills, CA 92653-3103, hereinafter referred to as "SUBRECIPIENT," which are sometimes individually referred to as "PARTY," or collectively referred to as "PARTIES."

RECITALS:

WHEREAS, COUNTY and SUBRECIPIENT entered into Contract Number 12-613031 (Job Number KC12024 – IDIS Number 2024) (hereinafter referred to as "Original Contract"), for the Aliso Meadows Rehabilitation Project under Housing Rehabilitation activities, commencing July 1, 2012 and ending June 30, 2013 in the amount of \$162,000.00; and

WHEREAS, on May 24, 2013, the PARTIES authorized execution of the First Amendment to the amended CONTRACT to extend the term of the CONTRACT for an additional six (6) months, commencing July 1, 2013 and ending December 31, 2013; and amend Section 24.3.3 "Required Expenditure Threshold" to include revised Milestone Dates; and amend Section 26.3 "Performance Threshold" to include revised Milestone Dates; and

WHEREAS, on October 1, 2013, the PARTIES authorized execution of the Second Amendment to renew the term of the CONTRACT under Fiscal Year 2013-14 for an additional one year, commencing July 1, 2013 and ending June 30, 2014; and provide compensation to SUBRECIPIENT in an amount of \$80,000.00 (Job Number KC13056 - IDIS Number 2056) up to a maximum obligation of \$242,000.00; and revised

Section 24.3.3 "Required Expenditure Threshold" and Section 26.3 "Performance Threshold" of this CONTRACT;" and replaced Attachment A with Attachment A-1; and replaced Attachment B with Attachment B-1; and replaced Attachment C with Attachment C-1; and replaced Attachment D with Attachment D-1 and replaced Attachment E with Attachment E-1; and replaced Exhibit B with Exhibit B-1; and

WHEREAS, on _____ the PARTIES authorized execution of the Third Amendment to the amended CONTRACT under Fiscal Year 2013-14 for an additional six (6) months, commencing July 1, 2014 and ending December 31, 2014; and amend Section 24.3.3 "Required Expenditure Threshold" to include revised Milestone Dates; and amend Section 26.3 "Performance Threshold" to include revised Milestone Dates; and

WHEREAS, COUNTY desires to renew the term of the CONTRACT for an additional one year term commencing July 1, 2014 and ending June 30, 2015 by revising Section 2 "Term of CONTRACT" in this CONTRACT; and provide compensation to SUBRECIPIENT in an amount of \$80,000.00 (Job Number KC14061 – IDIS Number 2061) for Fiscal Year 2014-15 up to a maximum obligation of \$322,000.00; and amend Section 24.3.3 "Required Expenditure Threshold" to include revised Milestone Dates; and amend Section 26.3 "Performance Threshold" to include revised Milestone Dates; and

WHEREAS, PARTIES desire to revise Attachment A-1, Scope of Services with Attachment A-2 attached hereto and incorporated herein by this reference; and

WHEREAS, PARTIES desire to revise Attachment B-1, Compensation/Payment with Attachment B-2 attached hereto and incorporated herein by this reference; and

WHEREAS, PARTIES desire to revise Attachment C-1, SUBRECIPIENT's Cost Proposal with Attachment C-2 attached hereto and incorporated herein by this reference; and

WHEREAS, PARTIES desire to revise Attachment D-1, Staffing Plan with Attachment D-2 attached hereto and incorporated herein by this reference; and

WHEREAS, PARTIES desire to revise Attachment E-1, Project Schedule with Attachment E-2 attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY replace Exhibit B-1 "OC Community Resources Contract Reimbursement Policy" with Exhibit B-2 attached hereto and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. Section 2 of this CONTRACT is amended to renew the term of the CONTRACT under Fiscal Year 2014-15 commencing July 1, 2014 and ending June 30, 2015, with additional compensation for Fiscal Year 2014-15 Attachment C-2 is \$80,000.00 up to a maximum obligation of \$322,000.00
2. Section 24.3.3 of this CONTRACT is amended to revise Milestone Dates:

Dec. 15 th	to Jan. 15, 2015	50% of Contracted Amount Expended
Jan. 15 th	to March 15, 2015	70% of Contracted Amount Expended
March 15 th	to April 15, 2015	80% of Contracted Amount Expended
3. Section 26.3 of this CONTRACT is amended to revise Milestone Dates:

Dec. 15 th	to Jan. 15, 2015	50% of Proposed Accomplishments Met
Jan. 15 th	to March 15, 2015	70% of Proposed Accomplishments Met
March 15 th	to April 15, 2015	80% of Proposed Accomplishments Met
4. The attached Attachment A-2 replaces Attachment A-1.
5. The attached Attachment B-2 replaces Attachment B-1.
6. The attached Attachment C-2 replaces Attachment C-1.
7. The attached Attachment D-2 replaces Attachment D-1.
8. The attached Attachment E-2 replaces Attachment E-1.
9. The attached Exhibit B-2 replaces Exhibit B-1.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this Fourth Amendment on the dates with their respective signatures:

*** City of Laguna Hills**

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Date: _____

Steve Franks, Director
OC Community Resources



ATTACHMENT A-2

1. **Scope of Services**

A. HUD Matrix Code / Activity

14b-Rehab; Multi-Unit Residential / 570.202 (a)(1)

B. Project Title:

Aliso Meadows Rehabilitation Project City of Laguna Hills

C. Program Description:

The City of Laguna Hills will use CDBG funds to Aliso Meadows Rehabilitation project. The city project will rehabilitate approximately 6 of the 248 units located within the complex that is occupied by very low income households. Rehabilitation will include but not limited to exterior wood repairs, heating system repairs, water heater replacement, water closet repairs, roof replacements/repairs, fumigation, exterior preparation and painting.

D. Project Need:

The City of Laguna Hills has identified more than \$2,750,000 in needed rehabilitation work at the Aliso Meadows development. The project is more than 30 years old and is pre-fabricated housing that has original, problematic design issues that have generated problems preserving and maintaining this housing stock.

E. Low/Mod Neighborhood Preservation:

This project helps preserve and maintain affordable housing within the City and allows homeownership for those of extremely-low and low income levels. The Homeowners Association (HOA) is unable to fund the large amount of repairs

needed to keep this housing stock from being neglected and falling in to a state of disrepair. These repairs are needed to provide safe and healthy living conditions. The HOA has been and continues to be unable to fund many of these needed repairs.

F. Program Objectives and Outcomes Chart:

G.	<u>Activity</u>	<u>Outputs</u>
	1. Rehabilitation	Housing Units
	<u>Performance Objectives</u>	<u>Performance Outcomes</u>
	1. Decent Housing	Affordable

CDBG National Objective LMH 570.208(a)(3)

<u>Outcomes</u>	<u>Job Number</u>
6 Housing Units	KC14061 / 2061



ATTACHMENT B-2

Compensation/Payment

1. **COMPENSATION:**

This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **\$80,000.00** under Fiscal Year 2014-15 as set forth in Attachment A-2. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT 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 SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. SUBRECIPIENT 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 OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when 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 services.

Invoice(s) are to be sent to:

OC Community Resources Accounting

1770 North Broadway, 4th Floor

Santa Ana, CA 92706

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit B-2-OC Community Resources CONTRACT Reimbursement Policy, are attached hereto and incorporated herein by reference.

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:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit B-2).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit B-2 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C-2

1. **SUBRECIPIENT's Cost Proposal**

A. Administration and Program Cost Proposal

Project Cost Budget Chart City of Laguna Hills – Aliso Meadows Rehabilitation			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development		\$10,000.00	\$10,000.00
Acquisition	N/A	N/A	N/A
Construction/Rehabilitation	\$ 80,000.00	N/A	\$80,000.00
Project Management / Inspections		\$25,000.00	\$25,000.00
Total Project Cost	\$80,000.00	\$35,000.00	\$115,000.00

B. Detailed Project Cost Budget Description

Aliso Meadows is a 248 unit condominium complex. The Aliso Meadows Condominiums stretch along both sides of Via Lomas midway between Moulton Parkway and Alicia Parkway. The repairs needed to preserve and maintain affordable housing are extensive and include the following improvements: repair ducting, wood repairs, painting, install new (30 year) asphalt shingles on roof, replace fencing, bringing water heater closets up to building code and fumigation for termites and rodents.



ATTACHMENT D-2

1. Staffing Plan

Project Title: Aliso Meadows Rehabilitation Project

Complete and Submit –
(Include name and classification).

	Name/Staff	Classification/Title
1	David Chantarangsu	Project Manager: Community Development Director
2		
3		
4		
5		
6		
7		
8		
9		
10		

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The CONTRACTOR may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

2. Project Administration

The staff members, consultants and vendors have a wealth of municipal experience, including planning, construction/engineering activities, public administration, public finance, and personnel. In addition, the City of Laguna Hills will provide on-going training and staff development relative to customer driven programs and services that

are outcome based. Staff and/or vendors must demonstrate knowledge as well as the skills to provide services that are collaborative and outcome based that build and expands community capacity and civic engagement. Overall, the experience of the principal staff for this project includes the following: over 25 years of Land Use Planning, 25 years of Building and Construction, 20 years of Engineering, 15 years of Public Finance, and 17 years of Public Administration.

3. Project Experience

The City has been awarded CDBG funds for the rehabilitation of Aliso Meadows condos for the past nine years. During this time the city has made positive steps towards maintaining and preserving this affordable housing stock.



ATTACHMENT E-2

1. **Project Schedule**

July 1, 2014 – CONTRACT Start Date

2. Tools to Measure Project's Effect – Aliso Meadows Rehabilitation Project

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
January 15 th , 2015	50% of Contracted Amount Expended	\$40,000.00
	50% of Proposed Accomplishments Achieved	3 Housing Units
March 15 th , 2015	70% of Contracted Amount Expended	\$56,000.00
	70% of Proposed Accomplishments Achieved	4 Housing Units
April 15 th , 2015	80% of Contracted Amount Expended	\$64,000.00
	80% of Proposed Accomplishments Achieved	5 Housing Units

3. Performance can easily be measured by the number of units rehabilitated and the schedule of performance. This rehabilitation will take between 90-120 days for construction.



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: May 16, 2014

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:

July 1, 2010

REVISION DATE:

May 16, 2014

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching

contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- Susan Long: 714-480-6532 or susan.long@occr.ocgov.com
- Jenny Cao: 714-480-6531 or jenny.cao@occr.ocgov.com



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: ADOPTION OF AN ORDINANCE REGULATING OVERNIGHT PARKING IN
CITY-OWNED PARKING LOTS**

**RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE
ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
AMENDING CHAPTER 11-12 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL
CODE, REGARDING STOPPING, STANDING AND PARKING, TO ADD PROVISIONS
PERTAINING TO THE REGULATION OF PARKING ON CITY PROPERTY AND THE
PROHIBITION OF OVERNIGHT PARKING AT THE LAGUNA HILLS COMMUNITY
CENTER SPORTS COMPLEX PARKING LOTS AND CABOT PARK."**

SUMMARY:

In order for the City to regulate parking on City-owned property and parking lots, specific regulations need to be established by City Council Ordinance, and appropriate signage providing notice of the regulations needs to be erected at these locations.

At their meeting of May 27, 2014, the City Council introduced an Ordinance amending Chapter 11-12 of Title 11, of the Laguna Hills Municipal Code, regarding stopping, standing and parking, to add provisions pertaining to the regulation of parking on City property and the prohibition of overnight parking at the Community Center and Sports Complex and at Cabot Park.

It is in order to adopt the Ordinance.

ATTACHMENT:

- Ordinance

ORDINANCE NO. 2014-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 11-12 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE, REGARDING STOPPING, STANDING AND PARKING, TO ADD PROVISIONS PERTAINING TO THE REGULATION OF PARKING ON CITY PROPERTY AND THE PROHIBITION OF OVERNIGHT PARKING AT THE LAGUNA HILLS COMMUNITY CENTER SPORTS COMPLEX PARKING LOTS AND CABOT PARK

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 11-12.095 is hereby added to Chapter 11-12 of Title 11 of the Laguna Hills Municipal Code, to read as follows:

"11-12.095 Regulation of parking on City property.

A. Overnight Parking on City Property. No person shall park or leave standing any vehicle within an off-street parking lot or facility owned or operated by the City at the following locations between the hours of 11:00 p.m. and 7:00 a.m., except as otherwise authorized by the City Manager:

1. Laguna Hills Community Center and Sports Complex Parking Lots, located at 25555 Alicia Parkway (APN 625-021-21), as depicted on a map on file with the City Clerk.

2. Cabot Park, located at 27355 Cabot Road (APN 636-081-01), as depicted on a map on file with the City Clerk.

B. Additional Regulations. In addition to those regulations set forth in subsection 11-12.095.A., pursuant to California Vehicle Code Sections 21113 and 22519, the City Council may, by Resolution or Ordinance, establish additional regulations prohibiting, limiting, or restricting the stopping, standing, parking, or time limit parking of vehicles on property owned or operated by the City, including, without limitation, all City-owned or operated parking lots and/or parking facilities. A written statement of all regulations established in or pursuant to this Section shall, upon adoption by the City Council, be filed in the office of the City Clerk.

C. Posting of Signs; Parking in Violation of Posted Signs Prohibited. The City Manager is authorized to cause appropriate signs to be erected or posted giving notice of regulations established in or pursuant to this Section. When signs authorized by this Section are in place giving notice thereof, no person shall park or leave standing any vehicle on any property owned or operated by the City contrary to the directions or provisions of such signs.

SECTION 2. Section 11-12.100 of Chapter 11-2 of Title 11 of the Laguna Hills Municipal Code is hereby amended to read as follows:

"11-12.100 Enforcement.

A. Any violations of Sections 11-12.070, 11-12.080, 11-12.090, and/or 11-12.095 shall be deemed an infraction punishable by: (1) a fine not exceeding one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation within one year; and, (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation within one year.

B. In the event a vehicle is parked or left standing upon a street or alley in violation of Sections 11-12.070, 11-12.080, and/or 11-12.090 and is not moved as required by this chapter, any law enforcement member may remove the vehicle from the street in the manner and subject to the requirements of California Vehicle Code Section 22650, et seq.

C. In addition to the grounds for removal specified in the California Vehicle Code, and pursuant to California Vehicle Code Section 22651(n), any vehicle parked or left standing on any property owned or operated by the City contrary to the directions or provisions of signs erected or posted pursuant to Section 11-12.095, may be immediately removed by any law enforcement officer or regularly employed and salaried employee of the City who is engaged in directing traffic or enforcing parking laws and regulations of the City. Vehicles removed pursuant to this subsection shall be removed and stored either to: (a) the nearest garage; (b) a garage designated or maintained by the City or the Orange County Sheriff's Department; or (c) other place of safety as approved in writing by the City Manager, or his or her designee, or the Orange County Sheriff's Department. The City Manager or the Orange County Sheriff's Department is authorized to adopt such written regulations and procedures as necessary to implement the removal of vehicles pursuant to this subsection and to enter into such agreements with tow services as may be necessary to implement the removal remedies of this subsection."

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 10th day of June 2014.

ANDREW BLOUNT, 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 Ordinance No. 2014-x was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 27th day of May 2014, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 10th day of June 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2014- x , being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 11-12 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE, REGARDING STOPPING, STANDING AND PARKING, TO ADD PROVISIONS PERTAINING TO THE REGULATION OF PARKING ON CITY PROPERTY AND THE PROHIBITION OF OVERNIGHT PARKING AT THE LAGUNA HILLS COMMUNITY CENTER SPORTS COMPLEX PARKING LOTS AND CABOT PARK

on the 20th day of June 2014, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 11th day of June 2014, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CLAIM AGAINST THE CITY, LAUREEN HEINZ

**RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND
DIRECT THE CITY CLERK TO SEND A REJECTION LETTER.**

SUMMARY:

On February 28, 2014, the City received a claim, in the estimated amount of over \$50,000, filed by Lauren Heinz, as a result of an accident that occurred on Moulton Parkway at its intersection with Oso Parkway on September 7, 2013 at 9:40 a.m. On June 3, 2014, the City received notification from its Claims Administrator to reject the claim. The City Manager has the authority to reject claims in amounts of \$50,000 or less. Because of the amount involved with this claim, the City Council must reject the claim.

ATTACHMENTS:

- Claim

CITY OF LAGUNA HILLS

Reserve for Date Stamp

LGHC FEB28'14 PM 3:55

Claim No. C 1402

Received by _____

Via: U.S. Mail ☒
Hand Delivered ☐

1. Claims for death or injury to person or to personal property must be filed not later than six months after the occurrence (Government Code Section 911.2). Be sure your claim is against the City of Laguna Hills, not another public entity.
2. Claims for damages to real property must be filed not later than one year after the occurrence (Government Code Section 911.2).
3. Read the entire claim before filing.
4. See page four for the diagram upon which to locate the place of the accident.
5. This claim form must be signed on page three at the bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claims must be filed with the City Clerk (Government Code Section 915a).

THE UNDERSIGNED RESPECTFULLY SUBMITS THE FOLLOWING CLAIM AND INFORMATION
RELATIVE TO DAMAGE TO PERSONS AND/OR PERSONAL PROPERTY PURSUANT TO THE
PROVISIONS OF SECTIONS 900 THROUGH 915.2 OF THE GOVERNMENT CODE:

Completed claims must
be mailed or delivered
to:

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

CLAIMANT INFORMATION

Name: Laureen Heinz

Address: 23881 Longspur Ct
Laguna Niguel, CA 92677

Phone: Daytime (949) 943-9640

Evening () _____

Date of Birth: 9-3-68

State: CA

1. Name, telephone number, and address to which claimant desires notices to be sent, if other than above:

Rizio & Nelson, 1801 H Parkcourt Place
Santa Ana, CA 92701

2. **WHEN** did damage or injury occur? (Give exact date and hour)

9/7/13 9:40 am

Carl Warren

pjx City Atty.
3/3/14 Pub. Svcs. Dir.
6/10/2014 C.M.
ITEM NO. 3.9

3. **WHERE** did damage or injury occur? (State specific location and locate on diagram on page four, where appropriate. Give street names and addresses and measurements from landmarks.)

Intersection of Moulton PKwy
& Oso PKwy

4. **HOW** did damage or injury occur? (Give full details)

See attachment

5. What particular act or omission by the City, or its employees, caused the alleged damage or injury?

See attachment

6. Give a description of the injury, property damage, or loss, so far as is known at the time of filing this claim. If there were no injuries, state, "No injuries."

See attachment

7. Give the name(s) of the City employee(s) causing the damage or injury:

See attachment

8. Give names and addresses of any other persons injured:

See attachment

9. Give names and addresses of owners of any damaged property:

See attachment

10. Give names and addresses of all witnesses, hospitals, doctors, etc.:

See attachment

11. Damages claimed:

See attachment

a. Amount claimed as of this date: \$ _____

b. Estimated amount of future costs \$ _____

c. Total amount claimed: \$ _____

d. Basis for computation of amounts claimed (include copies of **all** bills, invoices, estimates, etc.):

See attachment

12. Expenditures made on account of accident or injury: (Date – Item)

See attachment

13. Insurance payments received, if any, and name(s) of Insurance Company(ies):

See attachment

14. Any additional information that might be helpful in considering this claim:

See attachment

I HAVE READ THE MATTERS AND STATEMENTS MADE IN THE ABOVE CLAIM AND KNOW THE SAME TO BE TRUE OF MY OWN KNOWLEDGE, EXCEPT AS TO THOSE MATTERS STATED UPON INFORMATION OR BELIEF AND AS TO SUCH MATTERS I BELIEVE THAT SAME TO BE TRUE. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 21st day of February 20 14, at Santa Ana,
California (City)
(State)



Claimant's Signature
Attorney for Claimant

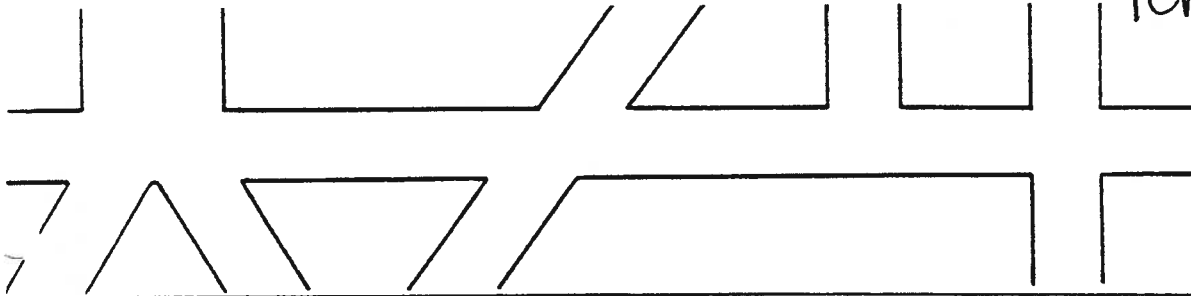
READ CAREFULLY

For all accident claims, place on the following diagram the names of streets, including north, east, south, and west; indicate place of accident by "X" and by showing house numbers or distances to street corners.

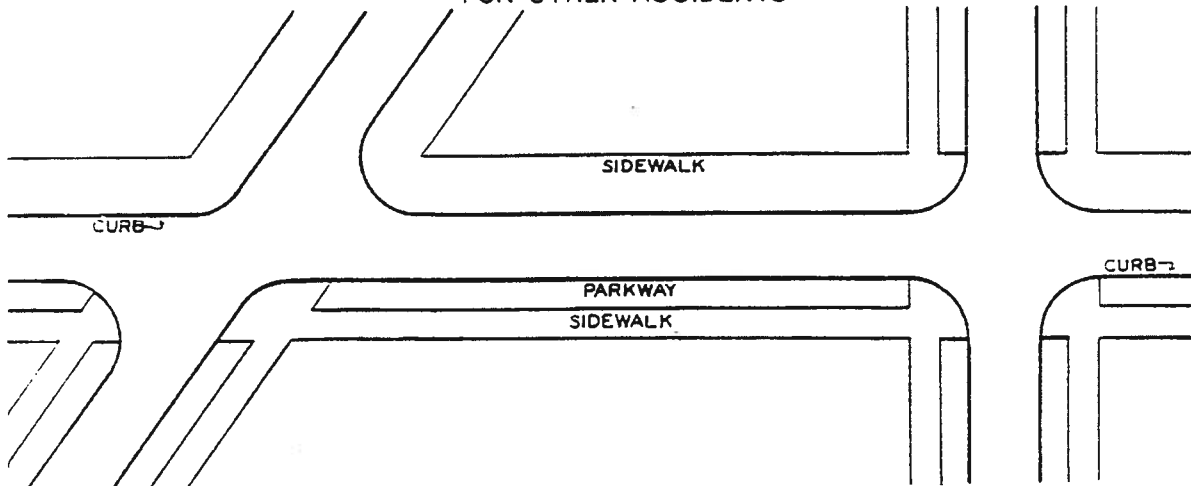
If a City vehicle was involved, designate with the letter "A" the location of the City vehicle when you first saw it, and with the letter "B" the location of you or your vehicle when you first saw the City vehicle. Designate with "A-1" the location of the City vehicle at the time of the accident, and designate your location or the location of your vehicle at the time of the accident with "B-1". Designate the point of impact with an "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



Signature of Claimant or Typed Name Date
Person filing on his behalf,
Giving relationship to
Claimant

Attachment to Claim
City of Laguna Hills
Laureen Heinz

4. How did damage or injury occur?

See attached Traffic Collision Report.

On or about September 7, 2013, claimant was driving southbound on Moulton Parkway through the intersection of Oso Parkway, when her vehicle was struck by a vehicle heading eastbound on Oso Parkway.

Claimant's investigation is ongoing and Claimant reserves the right to supplement and/or amend this claim at a later date.

5. What particular act or omission by the City, or its employees, caused the alleged damage or injury?

The City created, or permitted to exist, a dangerous condition of public property; and/or its employees negligently and carelessly committed, or omitted, acts, so as to cause injury and damage to plaintiff, as follows:

The traffic signals, signs, warnings, markings, barriers, and fixtures thereon (or lack thereof) were so located, constructed, placed, designed, repaired, maintained, used, warned and otherwise defective in design, manufacture, timing and warning that the involved section of road constituted a dangerous condition of public property, in that, among other things, it created an unreasonable and foreseeable risk of injury and harm to vehicles and motorcycles in the intersection.

Claimant further contends that the signals were malfunctioning and/or not working properly, and further that the placement of the traffic signals and the design of the intersection itself did not permit parties in the intersection to clearly see the traffic signals and as such created an unreasonable and foreseeable risk of injury and harm to vehicles in the intersection.

All of these conditions, combined with the condition of the pavement, road/intersection design and the speed limit, created a dangerous condition of public property. Claimant further contends that the intersection itself and the surrounding area was so constructed, placed, designed, repaired, maintained, used, warned, and otherwise defective in design, manufacture and warning that the involved intersection and the surrounding area constituted a dangerous condition of public property, in that, among other things, it created an unreasonable and foreseeable risk of injury and harm to vehicles in the intersection.

Before this event occurred, the City knew that there had been numerous other collisions in or about this intersection and that some of those collisions caused injuries to occupants of motor vehicles. The City had sufficient time, notice and resources to warn, advise and correct

the dangerous conditions and take preventative measures. In addition, or in the alternative, before this event occurred, the City's agent(s) and employee(s) had sufficient notice of, among other things, other similar events that caused other injuries to other motor vehicle or motorcycle occupants near the area where this incident occurred and resulting from this same dangerous conditions of public property.

Unknown. Claimant's investigation is ongoing and Claimant reserves the right to supplement and/or amend this claim at a later date.

6. Give a description of the injury, property damage or loss, so far as is known at the time of filing this claim.

As a legal result of the conditions described herein, claimant suffered injuries to her spine, shoulders and arms. As a further legal result of said conditions, claimant suffered and continues to suffer personal injuries and related damages and was injured in claimant's health, strength, and activity, sustaining injury to claimant's nervous system and person, all of which injuries have caused, and continue to cause, said claimant great mental, physical, and nervous pain and suffering. As a further legal result of the foregoing, claimant incurred and continues to incur economic losses for necessary hospital, medical and professional care and treatment of the injuries she suffered, and continues to suffer, all to her damage. Claimant's vehicle was also damaged in the accident.

Claimant's recovery and treatment are ongoing and Claimant reserves the right to supplement and/or amend this claim at a later date.

7. Give the name(s) of the City employee(s) causing the damage or injury.

Unknown. Claimant's investigation is ongoing and Claimant reserves the right to supplement and/or amend this claim at a later date.

8. Give names and addresses of any other persons injured:

Unknown. Claimant's investigation is ongoing and Claimant reserves the right to supplement and/or amend this claim at a later date.

9. Give names and addresses of owners of any damaged property:

1. Claimant
2. Pedro Landeros Dorasco (address in attached Traffic Collision Report)
3. Maria Ferrucci (address in attached Traffic Collision Report)

10. Give name and addresses of all witnesses, hospitals, doctors, etc.

1. Claimant
2. Pedro Landeros Dorasco (address in attached Traffic Collision Report)

3. Maria Ferrucci (address in attached Traffic Collision Report)
4. Law enforcement personnel at the scene (see attached Traffic Collision Report)
5. Towing personnel at the scene (see attached Traffic Collision Report)
6. Claimant's treating physicians including but not limited to Vy Phoung Nguyen, 26800 Crown Valley Parkway, Mission Viejo, CA 92691

Claimant's treatment, recovery and investigation are ongoing and Claimant reserves the right to supplement and/or amend this claim at a later date.

11. Damages claimed:

Total Damages
to Date: Approximately \$50,000.00 to date/falls within
unlimited jurisdiction

Total Estimated
Prospective Damages: Approximately \$250,000.00 / falls within the
unlimited jurisdiction

Claimant's damages, including but not limited to Medical Expenses, Estimated Future Medical Care, Lost Earnings/Loss of Earning Capacity, Pain & Suffering/General Damages, and all other damages falling within the unlimited jurisdiction of the Superior Court.

Claimant's treatment, recovery and investigation are ongoing and Claimant reserves the right to supplement this response at a later date.

12. Expenditures made on account of accident or injury:

Total expenditures at this time are undetermined. Claimant has paid for various co pays, prescriptions, deductible, etc. Claimant's treatment, recovery and investigation are ongoing and claimant reserves the right to supplement this response at a later date.

13. Insurance payments received, if any, and name(s) of Insurance Company(ies).

To the best of Claimant's knowledge, none. Claimant's treatment, recovery and investigation are ongoing and claimant reserves the right to supplement this response at a later date.

14. Any additional information that might be helpful in considering this claim.

Unknown. Claimant's investigation is ongoing and Claimant reserves the right to supplement and/or amend this claim at a later date.

STATE OF CALIFORNIA

TRAFFIC COLLISION REPORT
CHP 555 CARS PAGE 1 (REV 11-06) OPI 065

ORIGINAL

PAGE 1 OF 1

SPECIAL CONDITIONS		NUMBER INJURED 0	HT & RUM FELONY ☐	CITY LAGUNA HILLS	JUDICIAL DISTRICT HARBOR JUSTICE CTR.		LOCAL REPORT NUMBER 13-176302	
		NUMBER KILLED 0	HT & RUM MISDEMEANOR ☐	COUNTY ORANGE	REPORTING DISTRICT 921HS	BEAT 145	DAY OF WEEK SATURDAY	TOW AWAY ☒ YES ☐ NO
LOCATION	COLLISION OCCURRED ON: MOULTON PKY				MO 09/07/2013	DAY 09/07/2013	YEAR 2013	TIME (2400) 0940
	MILEPOST INFORMATION:				GPS COORDINATES LATITUDE		LONGITUDE	
	☒ AT INTERSECTION WITH: OR: OSO PKY				STATE HWY REL ☐ YES ☒ NO		PHOTOGRAPHS BY: ☒ NONE	
PARTY 1	DRIVER'S LICENSE NUMBER C4876664	STATE CA	CLASS C	AIR BAG M	SAFETY EQUIP. G	VEH. YEAR 13	MAKE / MODEL / COLOR LEXS ES300 WHI	LICENSE NUMBER 7ALR384
DRIVER	NAME (FIRST, MIDDLE, LAST) LAUREN MARIE HEINZ				OWNER'S NAME ☒ SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS 23881 LONG SPUR CT				OWNER'S ADDRESS ☒ SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP LAGUNA BEACH CA 92677				DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☒ DRIVER ☐ OTHER			
BICYCLIST	SEX F	HAIR BRN	EYES BRN	HEIGHT 5-03	WEIGHT 120	BIRTHDATE MO 09/03/1968 DAY YEAR W	BLAIR'S TOWING - (949)588-8000	
OTHER	HOME PHONE (949)415-2402				BUSINESS PHONE (949)643-9648			
	INSURANCE CARRIER USAA				POLICY NUMBER 008155952C71018			
	DIR OF TRAVEL ON STREET OR HIGHWAY S MOULTON PKY				SPEED LIMIT 45			
PARTY 2	DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER
DRIVER	NAME (FIRST, MIDDLE, LAST) PEDRO LANDEROS DORASCO				OWNER'S NAME ☒ SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS 25755 VIA LOMAS #145				OWNER'S ADDRESS ☒ SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP LAGUNA HILLS CA 92653				DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☒ DRIVER ☐ OTHER			
BICYCLIST	SEX M	HAIR BRN	EYES BRN	HEIGHT 5-04	WEIGHT 155	BIRTHDATE MO 06/29/1979 DAY YEAR H	BLAIR'S TOWING - (949)588-8000	
OTHER	HOME PHONE (949)488-7172				BUSINESS PHONE (949)396-9520			
	INSURANCE CARRIER ACCESS				POLICY NUMBER ACA002676018			
	DIR OF TRAVEL ON STREET OR HIGHWAY S MOULTON PKY				SPEED LIMIT 45			
PARTY 3	DRIVER'S LICENSE NUMBER C4945307	STATE CA	CLASS C	AIR BAG L	SAFETY EQUIP. G	VEH. YEAR 07	MAKE / MODEL / COLOR LEXS 300 BLK	LICENSE NUMBER 52XB601
DRIVER	NAME (FIRST, MIDDLE, LAST) MARIA FERRUCCI				OWNER'S NAME ☒ SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS 26002 GLEN CANYON DR.				OWNER'S ADDRESS ☒ SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP LAGUNA HILLS CA 92653				DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☒ DRIVER ☐ OTHER			
BICYCLIST	SEX F	HAIR BLN	EYES HZL	HEIGHT 5-02	WEIGHT 150	BIRTHDATE MO 01/21/1935 DAY YEAR W	BLAIR'S TOWING - (949)588-8000	
OTHER	HOME PHONE (949)643-9272				BUSINESS PHONE (949)922-9019			
	INSURANCE CARRIER FIREMAN'S FUND INS.				POLICY NUMBER V2A12499984K			
	DIR OF TRAVEL ON STREET OR HIGHWAY E OSO PKY				SPEED LIMIT 45			
PREPARED BY TERRANCE BURTON 2389					DISPATCH NOTIFIED ☒ YES ☐ NO ☐ N/A		REVIEWER'S NAME DEP. R. REYES #3329	
							DATE REVIEWED SEP 30 2013	

STATE OF CALIFORNIA
TRAFFIC COLLISION CODING
 CHP 555 CARS PAGE2 (REV. 11-06) OPI 065

PAGE 2 OF 4

DATE OF COLLISION (MO. DAY YEAR) 09/07/2013		TIME(2400) 0940	NCIC # 3000	OFFICER I.D. 2389	NUMBER 13-176302
OWNER			OWNER ADDRESS		NOTIFIED ☐ YES ☐ NO
PROPERTY DAMAGE		DESCRIPTION OF DAMAGE			

	SEATING POSITION 1 - DRIVER 2 TO 6 - PASSENGERS 7 - STA. WGN REAR 8 - RR. OCC TRK. OR VAN 9 - POSITION UNKNOWN 0 - OTHER	OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP/SOULDER HARNESS USED H - LAP/SOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED	SAFETY EQUIPMENT L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED CHILD RESTRAINT Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE	M/C BICYCLE - HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELL PHONE HANDHELD B - CELL PHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
--	---	--	--	--	---

ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY COLLISION FACTOR LIST NUMBER (S) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES	1	2	3	SPECIAL INFORMATION	1	2	3	MOVEMENT PRECEDING COLLISION
A VC SECTION VIOLATED: CITED ☐ YES ☒ NO	A CONTROLS FUNCTIONING				A HAZARDOUS MATERIAL				A STOPPED
B OTHER IMPROPER DRIVING*	B CONTROLS NOT FUNCTIONING*				B CELL PHONE HANDHELD IN USE	X	X	X	B PROCEEDING STRAIGHT
	C CONTROLS OBSCURED				C CELL PHONE HANDSFREE IN USE				C RAN OFF ROAD
C OTHER THAN DRIVER*	D NO CONTROLS PRESENT / FACTOR*	X	X	X	D CELL PHONE NOT IN USE				D MAKING RIGHT TURN
	TYPE OF COLLISION				E SCHOOL BUS RELATED				E MAKING LEFT TURN
X D UNKNOWN*	A HEAD - ON				F 75 FT MOTORTRUCK COMBO				F MAKING U TURN
	B SIDE SWIPE				G 32 FT TRAILER COMBO				G BACKING
	C REAR END				H				H SLOWING / STOPPING
WEATHER (MARK 1 TO 2 ITEMS)	D BROADSIDE				I				I PASSING OTHER VEHICLE
X A CLEAR	E HIT OBJECT				J				J CHANGING LANES
B CLOUDY	F OVERTURNED				K				K PARKING MANEUVER
C RAINING	G VEHICLE / PEDESTRIAN				L				L ENTERING TRAFFIC
D SNOWING	H OTHER*				M				M OTHER UNSAFE TURNING
E FOG / VISIBILITY FT.					N				N XING INTO OPPOSING LANE
F OTHER*	MOTOR VEHICLE INVOLVED WITH				O				O PARKED
G WIND	A NON - COLLISION				P				P MERGING
	B PEDESTRIAN				Q				Q TRAVELING WRONG WAY
	C OTHER MOTOR VEHICLE	1	2	3	OTHER ASSOCIATED FACTORS (MARK 1 TO 2 ITEMS)				R OTHER*
X A DAYLIGHT	D MOTOR VEHICLE ON OTHER ROADWAY				A VC SECTION VIOLATED: CITED ☐ YES ☒ NO				
B DUSK - DAWN	E PARKED MOTOR VEHICLE				B VC SECTION VIOLATED: CITED ☐ YES ☒ NO				
C DARK - STREET LIGHTS	F TRAIN				C VC SECTION VIOLATED: CITED ☐ YES ☒ NO				
D DARK - NO STREET LIGHTS	G BICYCLE								
E DARK - STREET LIGHTS NOT FUNCTIONING*	H ANIMAL:								
	I FIXED OBJECT:								
ROADWAY SURFACE	J OTHER OBJECT:								
X A DRY					D	X	X	X	A HAD NOT BEEN DRINKING
B WET					E VISION OBSCUREMENT:				B HBD - UNDER INFLUENCE
C SNOWY - ICY					F INATTENTION*:				C HBD - NOT UNDER INFLUENCE*
D SLIPPERY (MUDDY, OILY, ETC.)					G STOP & GO TRAFFIC				D HBD - IMPAIRMENT UNKNOWN*
	PEDESTRIAN'S ACTIONS				H ENTERING / LEAVING RAMP				E UNDER DRUG INFLUENCE*
ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)	A NO PEDESTRIANS INVOLVED				I PREVIOUS COLLISION				F IMPAIRMENT - PHYSICAL*
A HOLES, DEEP RUT*	B CROSSING IN CROSSWALK AT INTERSECTION				J UNFAMILIAR WITH ROAD				G IMPAIRMENT NOT KNOWN
B LOOSE MATERIAL ON ROADWAY*	C CROSSING IN CROSSWALK - NOT AT INTERSECTION				K DEFECTIVE VEH. EQUIP.: CITED ☐ YES ☒ NO				H NOT APPLICABLE
C OBSTRUCTION ON ROADWAY*	D CROSSING - NOT IN CROSSWALK				L UNINVOLVED VEHICLE				I SLEEPY / FATIGUED
D CONSTRUCTION - REPAIR ZONE	E IN ROAD - INCLUDES SHOULDER				M OTHER*:				
E REDUCED ROADWAY WIDTH	F NOT IN ROAD	X	X	X	N NONE APPARENT				
F FLOODED*	G APPROACHING / LEAVING SCHOOL BUS				O RUNAWAY VEHICLE				
G OTHER*:									
X H NO UNUSUAL CONDITIONS									

SKETCH SEE SKETCH ON PAGE 3

INDICATE NORTH

MISCELLANEOUS

STATE OF CALIFORNIA

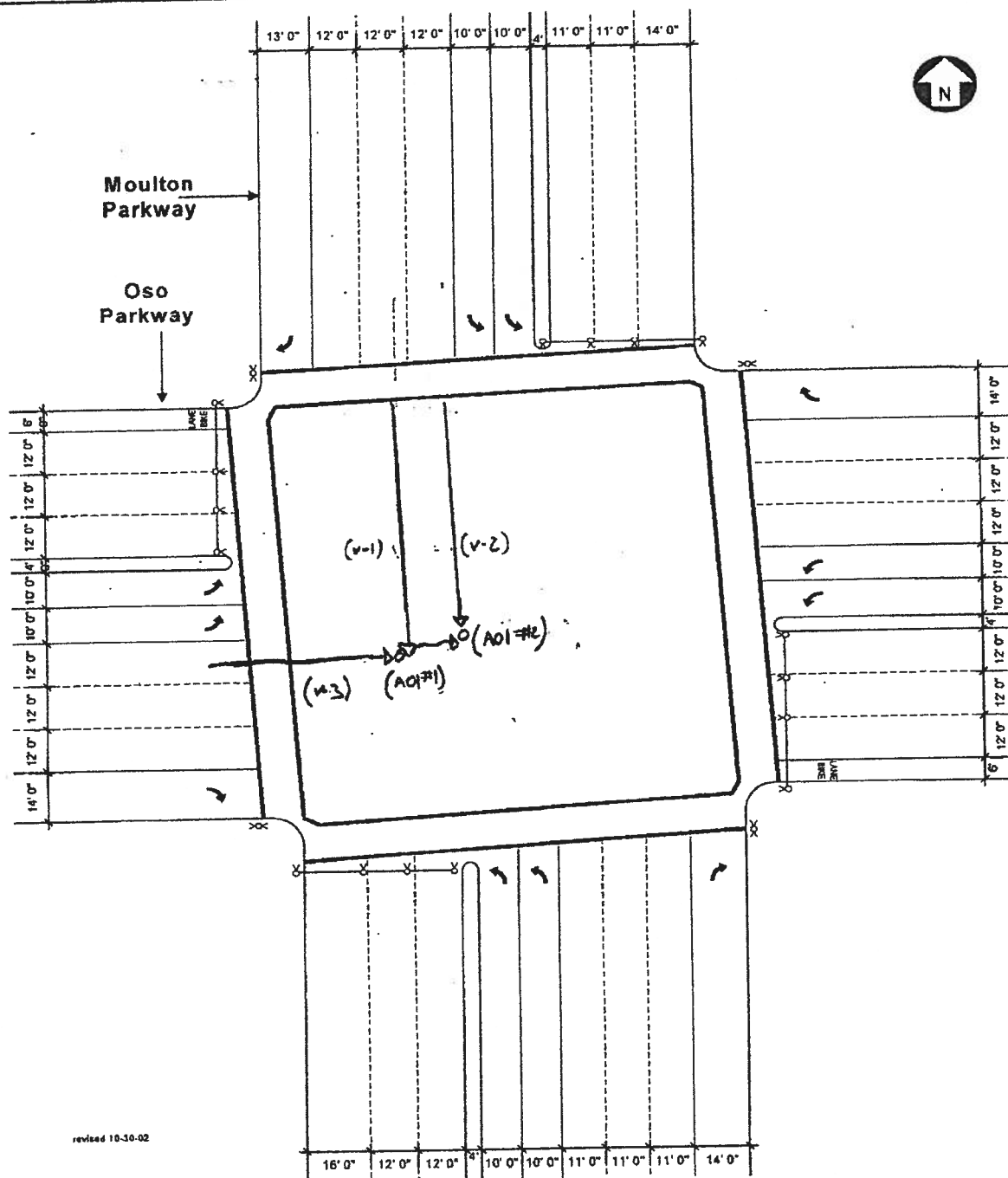
NARRATIVE/SUPPLEMENTAL

CHP 556 (Rev 12-94) OPI 042

SKETCH

3 Page 4

DATE OF INCIDENT/OCCURRENCE	TIME (2400)	NCIC NUMBER	OFFICER I.D. NUMBER	NUMBER
9/7/13	0940	3000	2389	13-176302



PREPARER'S NAME AND I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
T. BUSTON #2381	9-19-13	DEP. R. REYES #3329	SEP 30 2013

STATE OF CALIFORNIA

NARRATIVE/SUPPLEMENTAL

PAGE 4 OF 4

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
09/07/2013	1040	3000	2389	13-176302

1 FACTS:

2

3 **NOTIFICATION:** I was dispatched to a call of a non-injury collision at 0945 hours. I responded
4 from El Toro and Paseo de Valencia and arrived on scene at 0950 hours. All times, speeds and
5 measurements in this investigation are approximate. Measurements were taken by rollmeter,
6 except where otherwise indicated.

7

8 STATEMENTS:

9

10 PARTY # 1 (Heinz)

11 P-1 (Heinz) was traveling south on Moulton through a green light in the number 2 lane. While in
12 the middle of the intersection P-1 felt the impact of the collision and their car V-1 (Lexus) began to
13 spin. They recall seeing V-2 (Jetta) and believe that was the vehicle which hit her.

14

15 PARTY # 2 (Dorasco)

16 P-2 (Dorasco) was traveling south on Moulton in the number 3 lane through the intersection on a
17 green light. He saw V-3 (Lexus) spinning in the intersection and believes his car V-2 was struck by
18 it. He did not remember any other details of the collision.

19

20 PARTY # 3 (Ferrucci)

21 P-3 (Ferrucci) was traveling east on Oso in the number 1 lane. P-3 had a green light and
22 proceeded through the intersection. P-3 does not know which vehicle collided with hers. P-3 did
23 not remember any other details of the collision.

24

25 OPINIONS AND CONCLUSIONS:

26

27 SUMMARY:

28 P-1 was traveling south on Moulton in the number 2 lane. P-2 was traveling south on Moulton in
29 the number 3 lane. P-3 was traveling east on Oso in the number 1 lane. All three vehicles entered
30 the intersection at the same time. P-3 struck P-1 in their vehicle V-1 (Lexus) causing it to spin out
31 of control and collide with V-2 (Jetta).

32

33 AREA OF IMPACT:

34 AOI # 1 - 30'0" N/SCL of *Oso Pkwy* and 23'7" EWCL of *MOULTON Pkwy*.
35 AOI # 2 - 36'0" N/SCL of *Oso* and 29'0" EWCL of *Moulton Pkwy*

36 CAUSE:

37 The cause of this 3 vehicle collision is unknown due to conflicting statements.

PREPARED BY	I.D. NUMBER	DATE	REVIEWED BY	DATE
TERRANCE BURTON	2389	09/07/2013	DEP. K. REYES #3329	SEP 30 2013

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PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 1801 H Parkcourt Place, Santa Ana, California 92701

On February 27, 2014, I served on all interested parties in this action the foregoing document described as: **CLAIM FOR DAMAGES**

☒ By placing ☒ the original; ☐ the original to propounding party and copies to all other parties; ☐ a true copy thereof of the document(s):

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

☐ **VIA FACSIMILE:** I transmitted, via facsimile, the document(s) listed above to the fax number(s) set forth above on this date before 5:00 p.m.

☐ **VIA MAIL:** I placed the document(s) listed above in sealed envelope(s) addressed as set forth above to be deposited in the mail at Santa Ana, California as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it is deposited with U.S. Postal Service with postage thereon fully prepaid on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

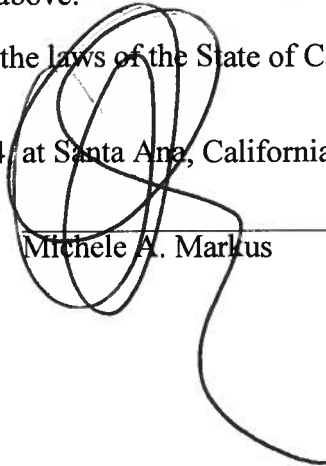
☒ **VIA CERTIFIED RETURN RECEIPT:** I placed the document(s) listed above in a sealed Certified Return Receipt envelope(s) with postage thereon fully prepaid in the mail at Santa Ana, California addressed as set forth above.

☐ **VIA FEDERAL EXPRESS:** I placed the document(s) listed above in a sealed FedEx envelope(s) addressed as set forth above and affixing a pre-paid air bill, and caused the envelope(s) to be delivered to a FedEx agent for overnight delivery.

☐ **VIA PERSONAL DELIVERY:** I personally delivered the document(s) listed above to the person(s) at the address(es) set forth above.

I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed this 27th day of February, 2014, at Santa Ana, California.


Michele A. Markus

3.12 ADOPTION OF AN ORDINANCE REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF

Council Member Kogerman removed this item from the Consent Calendar to register her no vote in adopting the Ordinance.

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2014-1, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE GILBERT.

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

4. PLANNING AGENCY

Mayor Blount 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 7:58 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Vice Chair Gilbert, Agency Member Bressette, Agency Member Carruth, and Agency Member Kogerman

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 13, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 13, 2014, REGULAR MEETING, BY M/AGENCY KOGERMAN, S/AGENCY MEMBER CARRUTH.

APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSTAINED).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 7:59 PM. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 PUBLIC HEARING ON 2014 WEED, RUBBISH AND REFUSE ABATEMENT**

Mayor Blount opened the Public Hearing, and upon seeing no one rise, closed the Public Hearing.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-05-27-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND, M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

6. ADMINISTRATIVE REPORTS**6.1 City Manager**

The City Manager made no reports.

6.2 Assistant City Manager**6.2.1 APPROVAL OF FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT**

Stephen Wontrobski, Mission Viejo, spoke regarding the FY 2014-2015 Law Enforcement Services Agreement.

THE CITY COUNCIL APPROVED THE FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

6.3 Public Services Director/City Engineer**6.3.1 REGULATION OF OVERNIGHT PARKING IN CITY-OWNED PARKING LOTS**

THE CITY COUNCIL INTRODUCED FOR FIRST READING, READ BY TITLE ONLY, AND WAIVED FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRUCE E. CHANNING
CITY MANAGER

ISSUE: POLICE SERVICES STUDY - PRESENTATION OF FINAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM MATRIX CONSULTING GROUP REGARDING POLICE SERVICES IN LAGUNA HILLS.

SUMMARY:

The City of Laguna Hills has enjoyed a successful contract relationship with the Orange County Sheriff since incorporation. Although there have been no performance issues and the City has been very satisfied with the services rendered by the Sheriff, the mounting fiscal pressure from the rising cost of the contract has led the City Council to commission the Matrix Consulting Group to conduct a police services study. The primary purpose of the study, which was initiated in November of last year, was to evaluate the staffing complement in the contract to determine if it meets the City's optimal staffing level; balancing budgetary and public safety concerns. Overall, the report found that the provision of police services has been managed well and that the present staffing complement is consistent with the service needs in Laguna Hills. However, there are modest opportunities for cost savings that will require additional analysis and negotiations. At this point, staff is recommending that the City Council receive a presentation from Matrix Consulting Group regarding police services in Laguna Hills.

BACKGROUND:

The 2013-15 Biennial Budget includes the following City Council approved Major Plan:

"Review current Police Services contract, including recommendations regarding any possible modifications or reallocation of resources. Include a

study of the possible elimination or reallocation of motor positions and the impact on traffic safety.”

At the August 27, 2013, City Council meeting, the City Council authorized staff to issue a Consultant Services Request for Proposal for a Police Services Study and appoint an Ad Hoc Advisory Committee composed solely of two members of the City Council to evaluate proposals and to make a final recommendation to the City Council regarding consultant selection. On October 21, 2013, the Ad Hoc Committee, assisted by the City Manager, Assistant City Manager and Chief of Police Services, interviewed three consulting firms. The Ad Hoc Committee, composed of then Mayor Kogerman and then Mayor Pro Tem Blount, recommended that the City engage the services of Matrix Consulting Group to conduct the police services evaluation. On November 12, 2013, the City Council approved a Consulting Services Agreement with Matrix Consulting Group.

The City has enjoyed a successful contract relationship with the Orange County Sheriff since 1992. The factors that gave rise to the study were not performance based, but rather fiscal pressures. In fiscal year 2007-08, the Sheriff's contract was \$6,000,788 and represented 35% of the City's operating budget. For FY 2014-15, the Sheriff's contract is \$7,128,344 and is 40% of the City's operating budget, and this includes the deletion of two deputy positions in FY 2009-10. Had those positions not been deleted, the contract next year would be approximately \$7.6 million. The reason for this is that the Sheriff's contract has outpaced inflation. The table below shows the City's law enforcement services contract since FY 2005-06:

				Inflation	Amount	Percentage
<u>Fiscal Year</u>	<u>Contract Amount</u>	<u>% Increase</u>	<u>CPI</u>	<u>Adjusted</u>	<u>Over/(Under)</u>	<u>Difference</u>
2005-06	5,475,795			5,475,795	-	0.00%
2006-07	5,791,924	5.77%	5.20%	5,760,536	31,388	0.54%
2007-08	6,000,788	3.61%	2.90%	5,927,592	73,196	1.23%
2008-09	6,533,677	8.88%	5.40%	6,247,682	285,995	4.58%
2009-10	6,391,470	-2.18%	-2.20%	6,110,233	281,237	4.60%
2010-11	6,457,708	1.04%	0.90%	6,165,225	292,483	4.74%
2011-12	6,540,385	1.28%	2.90%	6,344,016	196,369	3.10%
2012-13	6,633,168	1.42%	1.60%	6,445,521	187,647	2.91%
2013-14	6,811,407	2.69%	1.30%	6,529,313	282,094	4.32%
2014-15	7,128,344	4.65%	1.40%	6,620,723	507,621	7.67%

This table shows that the contract has outpaced inflation by over \$500,000 for FY 2014-15, and despite the deletion of two deputy positions in FY 2009-10. Had those positions not been deleted, then the contract would have outpaced inflation in 2014-15 by just under one million dollars. Going forward, the City is faced with the prospect of higher pension rates driving contract costs even higher. If left unchecked, in five years, the contract could approach \$9 million and represent 45% of the City's operating budget.

Given these fiscal pressures, the primary purpose of the study was to determine if the staffing complement in Laguna Hills is optimal; balancing budgetary and public safety concerns. Attached to this staff report is the final report from Matrix Consulting Group entitled, "Review of Police Services, City of Laguna Hills, California." This 107 page report is the most extensive study to date of police services in Laguna Hills and of any public agencies that contract with the Sheriff. The report includes a six page Executive Summary that summarizes six major findings, fourteen recommendations and a prioritized list of six areas of potential cost savings. Overall, the report found that the provision of police services has been managed well and that the present staffing complement is consistent with service needs in Laguna Hills. However, there are modest opportunities for cost savings with the top three being a restructured cost sharing relationship with Laguna Woods, sharing the Administrative Sergeant position and the reduction of one motorcycle unit. Collectively, these three measures have the potential to save the City over \$500,000 annually.

At this point, staff is not making any recommendations and the City Council is not being asked to take any action. Most of the recommendations in the report are operational and do not require any changes to the contract; either the Department, or the Laguna Hills Chief can implement them. For those items that involve potential cost savings and an amendment to the contract, staff will perform additional analysis, cost projections and initiate discussions with the Sheriff's Department and neighboring cities. At the conclusion of this additional work effort staff will report back to the City Council with specific recommendations.

FISCAL IMPACT:

There is no fiscal impact associated with staff's recommendation. There is potential for cost savings over the next year when and if specific recommendations are implemented. Any such actions would require an amendment to the Law Enforcement Services Agreement and City Council approval.

ATTACHMENTS:

- Final Report entitled, "Review of Police Services, City of Laguna Hills, California"

Review of Police Services
CITY OF LAGUNA HILLS, CALIFORNIA

matrix 
consulting group
201 San Antonio Circle, Suite 148
Mountain View, CA 94040
650.858.0507

June 3, 2014

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1. EXECUTIVE SUMMARY

In December 2013, the Matrix Consulting Group began to conduct a review of the police services in the City of Laguna Hills through a contract with the Orange County Sheriff's Department. Introductory meetings, interviews, data collection, analysis, and review of interim deliverables occurred from December 2013 through March 2014.

The City of Laguna Hills has contracted with the Orange County Sheriff's Department (OCSD) since its incorporation as a City in 1991. The contract with OCSD provides a wide range of law enforcement services for approximately 30,951 residents (2010) and covers 6.7 square miles. The population of Laguna Hills has remained stable over the last ten years.

After the initial meeting with the City Project Committee, the Matrix Consulting Group project team conducted interviews with Orange County Sheriff's Department personnel, City of Laguna Hills management, obtained and reviewed operating procedures, the contract and budget, calls for service data, investigator workloads and other data relevant to this study.

Additionally, the project team developed a survey to compare the law enforcement services provided in Laguna Hills with the law enforcement services in other Cities in the Southern California region and throughout the state. The survey included six other Orange County cities that contract for police services, and seven cities that have municipal police departments (see Appendix A).

As part of this project, the City also wished to survey Laguna Hills residents regarding their opinions of police services. The project team developed an anonymous

survey that was publicized on the City's website and in the City newsletter and made available online. The survey asked a variety of questions regarding residents' interactions with OCSD staff and regarding residents' perceptions of the provision of services in the community. Only 14 people completed the survey. The survey results provide a snapshot of a few residents' beliefs and perceptions regarding police services (a survey summary is in Appendix B).

Additionally, the project team hosted a community focus group meeting in February 2014 at City Hall. A total of 16 residents participated and provided their opinions, perceptions, and suggestions (a focus group summary is in Appendix C).

The project team provided several interim reports and summaries of the surveys to Laguna Hills management and they were also reviewed by OCSD staff. These elements yielded the following findings:

- 1) The crime rate in *southern* Orange County¹ is low at 1.05 violent crimes and 13.8 property crimes per 1,000 residents compared to the crime rate in all of Orange County. Laguna Hills has a lower crime rate for violent crimes – 0.94 crimes per 1,000 residents – but a higher property crimes rate at 20.03 crimes per 1,000 residents.

The Orange County violent crime rate is more than double at 2.2 violent crimes per 1,000 residents, and the property crimes rate is also higher at 22.0 crimes per 1,000 residents.

- 2) The calls for service (CFS) per resident in the seven contract cities average .18 CFS annually but in Laguna Hills it is significantly higher at .28 CFS per resident. However, the workload is significantly under the .4 to .6 CFS typically seen by the project team in other law enforcement studies.
- 3) Laguna Hills pays the highest per capita for police services among the seven southern Orange County OCSD contract cities. The Laguna Hills cost is \$220 per resident, the average of the seven contract cities is \$171 per resident.

¹ The contract cities of Laguna Hills, Laguna Woods, Laguna Niguel, Mission Viejo, Lake Forest, San Juan Capistrano and Rancho Santa Margarita.

The cost of services is most directly tied to the number of sworn personnel in each city. One of the reasons for the higher per capita cost in Laguna Hills is that the city has more calls for service per capita than the other contract cities and must staff accordingly to handle the workload level.

- 4) When the cost per capita is compared to cities with their own police department, the Laguna Hills cost is the lowest of the seven municipal police departments surveyed. The cost per capita for these municipal police departments ranged from a low of \$225 to a high of \$448 per resident.

The results of this survey show that even though the cost of police services in Laguna Hills is higher than the other contract cities in southern Orange County, it is lower than the cost of comparative municipal police departments.

- 5) Laguna Hills and the OCSD have previously implemented several measures to reduce the cost of services in Laguna Hills. The most significant item is the sharing of four Patrol Sergeants between Laguna Hills and Aliso Viejo². If the cities were to individually staff the Patrol Sergeants, they would each need a minimum of four positions to provide 24/7 coverage. However, the combined staffing level and workload level in both cities only requires a minimum of four Sergeants. This one item saves Laguna Hills over \$500,000 annually (each Sergeant position currently costs approximately \$266,422).
- 6) Calls for service and other workload information should be provided to Laguna Hills (and also the other contract cities) on a regular basis and also some of the comparative information produced for this project (see Appendix A).

These findings show that the provision of police services for Laguna Hills has been managed well. However, there are ideas and suggestions for improvement made in this report. The table below lists all of the recommendations and/or opportunities for improvement that appear in this report:

² Laguna Woods Deputies are also supervised by these Sergeants and Laguna Woods pays a small portion of the four Sergeants salary.

Recommendations
Evaluation of Field Services
The OCSD should quarterly or semi-annually provide Laguna Hills with data showing the number of calls for service responded to by Laguna Hills Deputies outside of Laguna Hills and the number responses by Deputies to the calls; and correspondingly the number of calls for service and responses by Deputies from other cities into Laguna Hills. Page 31.
Based on this data if there are persistent imbalances in responses Laguna Hills should discuss response control or cost sharing for these workloads. For example, there may be little or no justification for responding to low Priority 3 or 4 calls for service in neighboring communities. Page 31.
The OCSD should discuss and evaluate options to increase the amount of proactive time between 8:00 a.m. and 4:00 p.m., including improved field management of workload and the feasibility of changing the shift starting time to 7:30 a.m. for the two "late days" Deputies. Page 57.
Annually review patrol staff workload for each four-hour time block to ensure that a reasonable amount of proactive hours are available throughout the day. Page 57.
Adopt a process to enhance delivery of proactive patrol services. The Chief and Sergeants should develop "problem oriented" and "issue oriented" patrol plans that can be worked on or accomplished when proactive time is available during a shift. Page 60.
Ensure that Laguna Hills resources are reactively and proactively handling the workload in Laguna Hills and only respond outside of the City as reasonably necessary. The Chief should be tasked with ensuring that the Sergeants manage field resources to accomplish this goal. Page 60.
Explore alternative cost sharing arrangements with Laguna Woods for the true value of the coverage and proactivity received from Laguna Hills for late night law enforcement services. Page 60.
Maintain the current Patrol Deputy staffing level of 12 Deputies. Page 62.
Maintain existing approaches to traffic enforcement as long as the City supports the current level of overall enforcement. Page 69.
Evaluation of Administrative, Investigative and Crime Prevention Services
Move the primary responsibility for patrol scheduling and receiving initial complaints from members of the public to the Administrative Sergeant. Page 73.
Evaluate the feasibility of sharing the Administrative Sergeant position with another willing contract City. Estimated salary/benefits cost savings of \$131,211. Alternatively, evaluate the feasibility of hiring two Extended Part Time position to handle these duties - cost savings of approximately \$122,000 annually. Page 73.
Maintain two Investigator positions for the follow-up of crimes occurring in Laguna Hills. Page 74.
The Chief should be tasked with evaluating the possibility of developing a crime analysis process that fits the needs of the City, including the feasibility of sharing the cost of a crime analyst with other contract cities, or as an alternate the possibility of training the Crime Prevention Specialist in some or all crime analysis tasks. Page 79.

Recommendations
The Chief should be tasked with evaluating the feasibility of developing a problem-identification process to be used to guide efforts to serve the community's needs. Page 79.

Some of these recommendations, if implemented, would result in cost savings for Laguna Hills. Potential cost savings are not significant because the project team's evaluation of the current contracted services has shown that service delivery is, overall, consistent with service needs in Laguna Hills. The project team does not believe there is an opportunity to reduce the 12 Deputies assigned to Patrol – this staffing level is needed to provide an effective level of service to the City. There are few other services currently contracted for by Laguna Hills that could be reduced or eliminated.

However, if cost savings must be achieved, the project team has ranked and summarized a list of the potential opportunities for the City to consider, the first point was a recommendation made in this report:

- Sharing an Administrative Sergeant with another adjacent and willing contract City (\$133,000 is an approximate 50% savings).
- Reduction of one Motor Unit (\$240,000) or sharing the cost of one Motor Unit with another contract city (see p. 66).
- Using patrol cars rather than motorcycles for the Deputies assigned to traffic safety (\$20,000 per Deputy position).
- Elimination of the Directed Enforcement Team Deputy position (\$220,000).
- Elimination of the Special Enforcement Team Deputy positions (\$440,000); alternatively, share an SET with another contract community.
- Elimination of the School Resources Officer position (\$220,000).
- Elimination of the Crime Prevention Specialist position (\$92,000).

Some of these services could be provided by alternate means for example the City could assume responsibility for additional services such as crime prevention. However, there would still be costs with this approach.

2. EVALUATION OF FIELD SERVICES

The following information was obtained through interviews with OCSD personnel, electronic data from the CAD (Computer Aided Dispatch) and RMS (Records Management System) as well as any relevant documents associated with patrol (e.g., statistical reports, training records, leave time records, etc.).

1. OVERVIEW OF POLICE SERVICES IN LAGUNA HILLS.

The top law enforcement official for Laguna Hills is an OCSD Lieutenant who is appointed as the Police Chief. The Chief provides the day-to-day direction, oversight, and management of police services for the City. The following sections provide a summary of the organization, patrol, and staffing levels in Laguna Hills:

The City has a total of 28 sworn and civilian positions directly funded by the City of Laguna Hills. There are additional OCSD staff positions partially funded by Laguna Hills that provide additional services (e.g., traffic accident investigation, administrative oversight) that are not listed in the table below. The authorized positions are:

Function	Lt. (Chief)	Sergeant	Deputy	CSO³	CPS⁴
Office of the Chief	1	1			1
Patrol		2 ⁵	12	2	
Traffic Units (Motorcycles)			3		
Special Enforcement Team (2) & Directed Enforcement Team (1)			3		
School Resources Deputy			1		
Investigations			2		
Total (28)	1	3	21	2	1

³ Community Service Officer (civilian position)

⁴ Crime Prevention Specialist (civilian position)

⁵ Two additional Sergeant positions are funded by Aliso Viejo for a total of four Sergeants assigned to patrol services; they supervise all the Deputies assigned to Laguna Hills, Aliso Viejo and Laguna Woods.

In addition to the full time positions listed above, the City also partially funds and shares other OCSD staff with other contract agencies. These positions and functions are:

- Captain: Two Captains are assigned to the OCSD South County Operations Center in Aliso Viejo that oversees all operations in southern Orange County and the communities contracting for police services. One Captain is assigned to the Southeast area and the other Captain is assigned to the Southeast area – which includes Laguna Hills. The OCSD also has a Lieutenant on duty 24/7 that is the Watch Commander for the County.
- Traffic and Auto Theft Unit: This unit is staffed with one Sergeant and five Deputies. This unit reviews all of the traffic accident reports written in Laguna Hills. There were a total of 341 accident reports written in 2012 and 279 reports in 2013. The Major Accident Reconstruction Team (MART) responds to major injury and fatal traffic collisions as needed to conduct the investigation. This unit also follows up on all hit and run accidents when there are leads in the case. There were a total of 39 vehicles stolen in Laguna Hills (12/1/12 – 11/30/13) and this unit has responsibility for follow-up investigation of these cases. Other services provided by this unit are:
 - Management of the tow contracts (30 tow companies),
 - Traffic related grants (currently three grants),
 - Review of Deputy involved traffic accidents and
 - Teaching traffic related classes as part of continuing professional training for employees.
- Supervision of the two Investigators assigned to Laguna Hills.
- Communications and dispatching services: emergency call handling and dispatching.
- Records services: report filing and copying, front counter walk-in traffic, general questions from members of the public.
- Evidence and Property: processing and handling of evidence items and property booked by Deputies.
- Equipment issuance, maintenance, and tracking.

There are other supplemental services provided by OCSD to the contract cities on an ongoing basis or as-needed – when there is a major crime or a series of crimes that occur in a contract city. These services are broken down into the following areas:

Criminal Investigations: Major crimes investigation (e.g. homicide and death investigations), crime scene evidence collection and processing, special units that investigate family violence, special victim's (e.g. sexual assault), bank robbery and economic crimes, Sex Offender's Notification and Reporting (SONAR), participation in the Orange County Auto Theft Task Force, and a fugitive warrants unit.

Proactive and Special Investigations: There are several units that investigate narcotics, vice and gang related crimes – the Gang Enforcement Team, Regional Narcotics Suppression Program, PROACT (a drug lab unit) and TARGET (a gang task force), intelligence gathering and assessment, liaison with state and federal law enforcement agencies (e.g. Joint Terrorism Task Force).

Communications, Technology: Research and development, computer/MCD repairs, patrol video system, support for special events (e.g. July 4 celebration, Half Marathon).

General Field and Patrol Support: Fleet management, asset procurement (e.g. from the military), subpoena service, juvenile services and diversion program, field training for new personnel, crisis negotiation, tactical services (SWAT Team), aviation support and policing of public transit, range and armory services, basic and advanced officer training; revision of policies/procedures; employee misconduct investigations, Reserve Deputy Sheriffs, video unit, public affairs office and community programs (drunk driving enforcement).

Financial and Administrative Services: Budget preparation and monitoring, human resources (e.g. employee uniform outfitting/maintenance, payroll, worker's compensation, performance evaluations), purchasing and supply system.

Some of these services are used regularly by Laguna Hills and other services will be infrequently used. Some incidents that require specific services (e.g., a hostage situation) that occur very rarely in communities such as Laguna Hills, but however infrequently they occur, all cities and towns must provide police services to deal with all types of incidents.

The next section provides information regarding the patrol staffing schedule and workload.

2. PATROL SHIFT OPERATIONS STAFFING AND WORKLOAD.

The following information was obtained through interviews with OCSD personnel, electronic data from the CAD (Computer Aided Dispatch) and RMS (Records Management System) as well as any relevant documents associated with patrol (i.e., statistical reports, training records, leave time records, etc.).

The project team collected information regarding the Laguna Hills's workload activities relating to field patrol personnel (i.e., regular Patrol Deputies and Sergeants). Specifically, this involved the raw data set that captured all dispatch communication activity for the Laguna Hills Police Department in calendar year 2013 and included the following types of information:

- Call or event number
- Date and time of initial creation of the CAD case
- Location of call
- Type of call
- Priority of call
- Time of unit(s) dispatch
- Time of unit(s) on-scene arrival
- Time of unit(s) clearance
- Beat unit identifiers (e.g., unit numbers) for responding unit

This information serves as the context for analyzing patrol's staffing needs and estimating workload activity, including the identification of community-generated calls for service, as well as Deputy-initiated activity. This summary description of patrol services in Laguna Hills is organized as follows:

- Patrol unit scheduled deployment
- Patrol deputy availability
- Total calls for service
- Calls for service by priority
- Calls for service response and handling time
- Deputy initiated activity and handling time

The first section provides the current patrol unit deployment, showing by time of day the number of patrol units scheduled.

(1) Laguna Hills' Patrol Schedule and Deputy Availability.

Patrol Sergeants and Deputies serving Laguna Hills work a combination of 12.5 hour and 8.5 hour shifts, which includes a 30 minute unpaid meal break. During the two week pay cycle, they work 83.5 hours – one week they will work three 12.5 hour shifts (37.5 hours) and the other week they will work four days – three shifts of 12.5 work hours and one 8.5 hour shift (46 hours). As of January 2014, the total authorized regular street Patrol staffing is four Sergeants (two Sergeants are paid for by and shared with Aliso Viejo) and 12 Deputies. Patrol Sergeants and Deputies are assigned the following work schedule:

- Shift 1 hours are 5:30 a.m. to 6:00 p.m. – two Sergeants, four Deputies
- Shift 2 hours are 9:30 a.m. to 10:00 p.m. – two Deputies
- Shift 3 hours are 3:30 p.m. to 4:00 a.m. – two Deputies
- Shift 4 hours are 6:00 p.m. to 6:30 a.m. – two Sergeants, four Deputies

Shifts 1 and 4 have a 30 minute overlap to allow for a short briefing for the on-coming shift. The patrol work schedule reflects a "team concept" where Patrol personnel work with the same people on their shift every day.

During the busy hours Patrol Deputies can be supplemented with Deputies assigned to the Traffic Unit and Special Enforcement Team (SET) during their work hours; however, in 2013 the Traffic Unit only was staffed with two Deputies most of the year. The work hours for these units are:

- **Traffic Unit:** the three Deputies have individual work schedules: Mon-Thurs 6:30 a.m. to 5:00 p.m., Mon-Thurs 9:30 a.m. to 10:00 p.m., and Tues-Fri 6:30 a.m. to 5:00 p.m.
- **Special Enforcement Team (SET):** 2 Deputies work 3:00 p.m. to 3:00 a.m. Thursday through Saturday and every other Wednesday

Patrol Sergeants working 12 hour shifts provides the maximum amount of coverage 24/7, however, there are still 16 hours during the week without Sergeant straight time coverage that must be staffed with overtime. Additionally, because there is no overlapping supervision coverage, anytime a Sergeant is not working, he or she must be replaced with overtime to provide supervision for the shift.

The following table lists the authorized number of sworn staff assigned to Patrol to show a graphical depiction of Patrol Deputy staffing over an average 24 hour day. The table below shows the average authorized staffing level for the 12 Laguna Hills Patrol Deputies. Patrol Sergeants in Laguna Hills also respond to calls for service, however, they are not included in this table as their primary role is supervision and they also divide their time between Laguna Hills, Aliso Viejo and Laguna Woods:

Authorized Patrol Deputy Staffing

Hour	Shift 1 0530-1800	Shift 2 0930-2200	Shift 3 1330-2200	Shift 4 2200-0800	Average Staffing
0000			0.9	2.0	2.9
0100			0.9	2.0	2.9
0200			0.9	2.0	2.9
0300			0.9	2.0	2.9
0400				2.0	2.0
0500	1.0			2.0	3.0
0600	2.0			1.0	3.0
0700	2.0				2.0
0800	2.0				2.0
0900	2.0	0.5			2.5
1000	2.0	0.9			2.9
1100	2.0	0.9			2.9
1200	2.0	0.9			2.9
1300	2.0	0.9			2.9
1400	1.7	1.0			2.7
1500	1.7	1.0	0.5		3.2
1600	1.7	1.0	0.9		3.6
1700	1.7	1.0	0.9		3.6
1800		0.9	0.9	1.7	3.6
1900		0.9	0.9	1.7	3.6
2000		0.9	1.0	1.7	3.6
2100		0.9	1.0	1.7	3.6
2200			1.0	2.0	3.0
2300			1.0	2.0	3.0

The above table depicts the authorized number of Patrol staff when all personnel assigned to the shift actually work their shift. This equals a total of approximately 72 hours per day of patrol staffing. A supervisor will call in someone to work overtime when the staffing level falls below two Deputies.

The project team also calculated the sworn staffing level for all uniform personnel who are assigned to work streets, which includes the Motor Unit and the Special Enforcement Team. The table on the following page shows the authorized staffing level including these units:

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Authorized Sworn Staffing Level by Day of Week – All Uniform Units
(P = Patrol; T = Traffic; S = SET; Dy = Total for the Day)

	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday					
Hr	P	T	S	Dy	P	T	S	Dy	P	T	S	Dy	P	T	S	Dy	P	T	S	Dy				
0000	2.9		1.0	3.9	2.9			2.9	2.9			2.9	2.9			1.0	3.9	2.9		2.0	4.9	2.0	4.9	
0100	2.9		1.0	3.9	2.9			2.9	2.9			2.9	2.9			1.0	3.9	2.9		2.0	4.9	2.0	4.9	
0200	2.9		1.0	3.9	2.9			2.9	2.9			2.9	2.9			1.0	3.9	2.9		2.0	4.9	2.0	4.9	
0300	2.9		0.5	3.4	2.9			2.9	2.9			2.9	2.9			0.5	3.4	2.9		1.0	3.9	2.9	1.0	3.9
0400	2.0			2.0	2.0			2.0	2.0			2.0	2.0				2.0	2.0			2.0	2.0		2.0
0500	3.0			3.0	3.0			3.0	3.0			3.0	3.0				3.0	3.0			3.0	3.0		3.0
0600	3.0			3.0	3.0	0.5		3.5	3.0	1.0		4.0	3.0	1.0			4.0	3.0	0.5		3.5	3.0		3.0
0700	2.0			2.0	2.0	1.0		3.0	2.0	2.0		4.0	2.0	2.0			4.0	2.0	1.0		3.0	2.0		2.0
0800	2.0			2.0	2.0	1.0		3.0	2.0	2.0		4.0	2.0	2.0			4.0	2.0	1.0		3.0	2.0		2.0
0900	2.5			2.5	2.5	1.5		4.0	2.5	2.5		5.0	2.5	2.5			5.0	2.5	1.0		3.5	2.5		2.5
1000	2.9			2.9	2.9	2.0		4.9	2.9	3.0		5.9	2.9	3.0			5.9	2.9	1.0		3.9	2.9		2.9
1100	2.9			2.9	2.9	2.0		4.9	2.9	3.0		5.9	2.9	3.0			5.9	2.9	1.0		3.9	2.9		2.9
1200	2.9			2.9	2.9	2.0		4.9	2.9	3.0		5.9	2.9	3.0			5.9	2.9	1.0		3.9	2.9		2.9
1300	2.9			2.9	2.9	2.0		4.9	2.9	3.0		5.9	2.9	3.0			5.9	2.9	1.0		3.9	2.9		2.9
1400	2.7			2.7	2.7	2.0		4.7	2.7	3.0		5.7	2.7	3.0			5.7	2.7	1.0		3.7	2.7		2.7
1500	3.2			3.2	3.2	2.0		5.2	3.2	3.0		6.2	3.2	3.0	1.0	2.0	8.2	3.2	1.0	2.0	6.2	3.2	2.0	5.2
1600	3.6			3.6	3.6	2.0		5.6	3.6	3.0		6.6	3.6	3.0	1.0	2.0	8.6	3.6	1.0	2.0	6.6	3.6	2.0	5.6
1700	3.6			3.6	3.6	1.0		4.6	3.6	1.0		4.6	3.6	1.0	1.0	2.0	6.6	3.6		2.0	5.6	3.6	2.0	5.6
1800	3.6			3.6	3.6	1.0		4.6	3.6	1.0		4.6	3.6	1.0	1.0	2.0	6.6	3.6		2.0	5.6	3.6	2.0	5.6
1900	3.6			3.6	3.6	1.0		4.6	3.6	1.0		4.6	3.6	1.0	1.0	2.0	6.6	3.6		2.0	5.6	3.6	2.0	5.6
2000	3.6			3.6	3.6			3.6	3.6			3.6	3.6				4.6	3.6		2.0	5.6	3.6	2.0	5.6
2100	3.6			3.6	3.6			3.6	3.6			3.6	3.6				4.6	3.6		2.0	5.6	3.6	2.0	5.6
2200	3.0			3.0	3.0			3.0	3.0			3.0	3.0				4.0	3.0		2.0	5.0	3.0	2.0	5.0
2300	3.0			3.0	3.0			3.0	3.0			3.0	3.0				4.0	3.0		2.0	5.0	3.0	1.5	4.5
Avg.				3.1				3.9				4.3					4.7				5.2			4.0

(2) Leave Hours for Patrol Division Staff and Patrol's Actual Staffing Level.

An employee is scheduled to work 2,171 hours in a year – this includes 2,080 paid hours and 91 unpaid hours (a 30 minute meal break each shift). The total number of hours actually worked on their patrol shift is reduced by leave hours used, in-service training and other assigned tasks. The project team used personnel leave data obtained from the OCSD to determine the number of leave hours for patrol personnel for the July 2012 – June 2013 time period. Deputies used an average of 273 hours (annual leave, admin. leave, comp. time off, etc.) which is below the 300 hour average leave usage range the project team commonly sees in other law enforcement studies throughout the United States. Additionally, OCSD staff report that there were three Laguna Hills Deputies that in 2013, due to injuries, used significant number of leave hours which skewed the leave hour average higher than a normal year.

Deputies perform a variety of administrative tasks during their work shifts – such as attending the shift briefing, vehicle maintenance, meal breaks and meetings during the shift. The project team used an average of 120 minutes per shift (30 minute unpaid meal break and 90 minutes for other tasks) as administrative time each shift. Although the Deputies are on duty and in uniform (and able to respond to calls if needed) they are not out in the field performing street patrol functions during these hours.

Deputies also work “backfill overtime” to replace other deputies or to fill in for deputies who are off sick, on vacation, etc. The number of hours obtained from OCSD administrative staff for June 2012 June 2013 is approximately 160 hours per Deputy. The backfill overtime hours serve to meet minimum staffing levels and increase the number of Deputy hours in the field.

The following table summarizes the estimated availability of a Deputy after deducting leave hours, training hours and also showing an estimate of the hours spent on administrative tasks during their shift:

Deputy Leave and Training Hours	Work Hours and Percentages
Total Annual Scheduled Work Hours	2,171
Average Leave Usage	273
Average Training Hours (on duty)	72
Total Unavailable Hours	345
Net Work Hours	1,826
Percent Annual Availability	84.1%
Administrative Time (120 min. x 152 shifts)	292
Net Available Work Hours	1,534
Percent Annual Availability – Straight Time Hours	70.7%
Backfill OT Hours (Average)	169
Total Work Hours	1,995
Percent Annual Availability – with Overtime	91.9%

The following points summarize the data above:

- Patrol Deputies averaged 273 hours of leave usage annually for 2012/2013. This includes time off for annual leave, administrative leave, compensatory time off, sick leave, etc.
- Patrol Deputies attended approximately 72 hours of on duty training in 2013.
- This equals to a total of 1,826 hours, or approximately 84% of the time that a patrol deputy is present at work and working a patrol shift.
- During a work shift, Deputies attend briefing, take meal breaks, attend court, gas and check their vehicle, and so on. These tasks are defined as “administrative time”, and take an estimated 120 (90 minutes per shift plus 30 minutes unpaid meal break). Note that a Patrol Deputy is almost always available to respond to emergency calls for service while performing these administrative tasks.
- Deputies also work backfill overtime to provide sufficient staffing when other Deputies are off on leave or away at training. Deputies worked an average of 169 hours of backfill overtime for the year.

In total, a Laguna Hills Patrol Deputy is available to provide patrol services for approximately 1,826 hours annually, or 84% of his/her work hours. However, the total

increases to 1,995 hours or 91.9% of normal work hours when backfill overtime is included – this figure is the actual staffing level working the streets in Laguna Hills⁶. The following table shows the actual number of personnel that worked a shift on patrol based on this average⁷:

Actual Patrol Staffing – Including Patrol Backfill OT Hours

Hour	Shift 1 0530-1800	Shift 2 0930-2200	Shift 3 1330-2200	Shift 4 2200-0800	Average Staffing
0000			0.9	1.8	2.7
0100			0.9	1.8	2.7
0200			0.9	1.8	2.7
0300			0.9	1.8	2.7
0400				1.8	1.8
0500	0.9			1.8	2.8
0600	1.8			0.9	2.8
0700	1.8				1.8
0800	1.8				1.8
0900	1.8	0.5			2.3
1000	1.8	0.9			2.7
1100	1.8	0.9			2.7
1200	1.8	0.9			2.7
1300	1.8	0.9			2.7
1400	1.6	0.9			2.5
1500	1.6	0.9	0.5		3.0
1600	1.6	0.9	0.9		3.3
1700	1.6	0.9	0.9		3.3
1800		0.9	0.9	1.6	3.3
1900		0.9	0.9	1.6	3.3
2000		0.9	0.9	1.6	3.3
2100		0.9	0.9	1.6	3.3
2200			0.9	1.8	2.8
2300			0.9	1.8	2.8

The above table depicts the 12 Patrol Deputies that actually worked an assigned shift in 2013 when backfill overtime is included – this level equals an average of 2.7 personnel on duty each hour and a total of approximately 66 hours per day of patrol

⁶ There was a total of 8,022 overtime hours paid to Laguna Hills Deputies reported in the 7/1/12 – 6/30/13 payroll records, an estimated 40% was for backfill overtime; divided by 19 Deputies assigned to Laguna Hills equals an average of 169 hours.

⁷ The assumption used is that the overtime hours were spread evenly across all hours of the day.

staffing. This is the actual number of Deputies that staffed the Patrol shifts but are supplemented by the three Motor Deputies and the two SET Deputies that also primarily work field assignments.

3. COMMUNITY GENERATED WORKLOADS.

A critical piece of data for the project team's analysis relates to the number of community generated calls for service (CFS) within the City. This excludes self-initiated activity such as traffic stops, as well as the calls where a CAD incident was created but that did not result in a unit's response (cancelled before a unit was dispatched). Data reflects a recent 12-month period from July 2012 through June 2013 (which will be referred to as "2013" in this report).

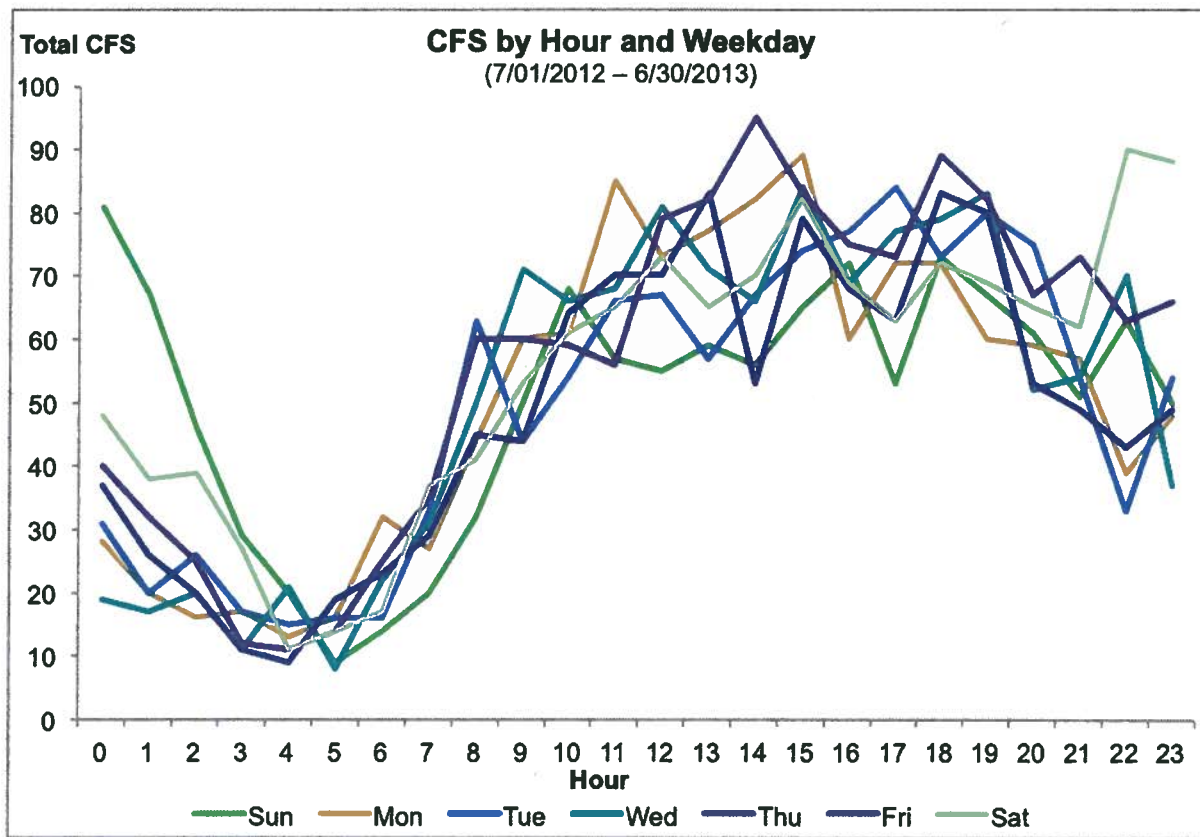
(1) Calls for Service by Hour and Weekday

Laguna Hills Deputies, Sergeants, and CSO units responded to a total of 10,345 community generated calls for service. The first table in the following series organizes the number of community generated calls for service by hour and day of the week:

CITY OF LAGUNA HILLS, CALIFORNIA
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CFS by Hour and Weekday – All Units

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TOTAL
0000	97	43	40	27	47	55	59	368
0100	85	25	24	25	34	47	45	285
0200	59	20	34	29	31	35	50	258
0300	39	21	24	21	16	18	40	179
0400	36	18	16	27	15	19	17	148
0500	12	20	22	13	24	17	19	127
0600	22	35	25	24	29	28	23	186
0700	26	29	31	39	30	39	39	233
0800	38	57	71	58	44	63	50	381
0900	65	71	44	78	50	68	64	440
1000	78	75	60	71	68	66	75	493
1100	73	92	78	75	71	68	79	536
1200	71	83	81	90	63	87	79	554
1300	78	100	63	77	80	97	72	567
1400	66	92	77	83	61	99	87	565
1500	82	101	90	93	91	95	99	651
1600	83	75	76	84	93	88	86	585
1700	67	79	94	92	77	89	73	571
1800	85	86	79	91	90	98	93	622
1900	76	71	89	92	91	101	82	602
2000	66	70	81	77	60	76	76	506
2100	63	71	68	67	56	84	81	490
2200	73	59	47	81	61	85	105	511
2300	60	67	72	48	61	81	98	487
Total	1,500	1,460	1,386	1,462	1,343	1,603	1,591	10,345
CFS/day	29	28	27	28	26	31	31	28



As shown in the table and graph, the average volume of calls for service at different points during the data is relatively similar for each day of the week.

- A key exception to this, however, is the spike in average CFS across weekend nighttime hours.
- Call volumes fall dramatically in the early morning hours after midnight on all days of the week.

Patterns in the calls for service generated throughout each hour and day of the week are consistent.

(2) Deputy Call for Service Workloads.

Deputies are the primary responding units to the vast majority of calls for service. Deputies handled 9,490 calls out of the 10,345 total CFS. The table on the following page shows the distribution of these calls for service:

CFS Handled by Sworn Staff

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TOTAL
0000	95	43	40	27	47	54	59	365
0100	83	25	24	24	34	46	45	281
0200	58	20	34	29	31	35	50	257
0300	39	21	24	21	16	18	40	179
0400	36	18	16	27	15	19	17	148
0500	12	20	22	13	24	17	19	127
0600	22	35	24	24	29	28	23	185
0700	24	26	29	34	30	38	39	220
0800	35	44	49	47	43	60	49	327
0900	57	62	37	62	48	68	64	398
1000	67	59	51	63	68	66	74	448
1100	66	76	59	61	71	68	78	479
1200	63	63	63	74	63	85	78	489
1300	69	77	53	60	79	95	69	502
1400	62	78	64	66	53	78	72	473
1500	72	84	80	72	76	75	85	544
1600	81	70	74	74	72	73	77	521
1700	66	77	94	66	64	71	65	503
1800	82	84	79	85	78	83	83	574
1900	76	70	88	76	86	91	73	560
2000	65	68	80	69	55	68	71	476
2100	63	71	68	64	51	74	74	465
2200	73	59	47	75	58	77	102	491
2300	60	67	72	47	59	76	97	478
Total	1,426	1,317	1,271	1,260	1,250	1,463	1,503	9,490
CFS/Day	27	25	24	24	24	28	29	26

The calls handled by Deputies represents over 92% of the community-generated call activity.

The following table displays the most common types of calls, using a minimum of 75 calls, as well as the proportion of the total number of calls for service:

Most Common Calls for Service Handled by Deputies

Category	Code	Total	%
Burglary Alarm (Audible)	459A	1,343	14.2%
Disturbance	415	939	9.9%
Suspicious Person/Circs	925	820	8.6%
Disturbance (Music or Party)	415E	482	5.1%
Assist Outside Agency	AOA	417	4.4%
Welfare Check	WLFR	355	3.7%
Citizen Assist	ASST	339	3.6%
Burglary Report	459R	270	2.8%
Petty Theft Report	488R	249	2.6%
Keep the Peace	919	230	2.4%
911 Hang-up	927H	228	2.4%
Suspicious Person In Vehicle	925C	226	2.4%
Traffic Accident (Non-Injury)	902T	213	2.2%
Traffic Hazard	909T	193	2.0%
Information Report	INFO	175	1.8%
Vandalism Report	594R	145	1.5%
Drunk Driving	502	134	1.4%
Follow-Up Report	FWUP	110	1.2%
Petty Theft	488	96	1.0%
Robbery Alarm (Silent)	211S	93	1.0%
Illegal Parked Vehicle	586	89	0.9%
Reckless Driving	505A	87	0.9%
Stolen Vehicle	503	83	0.9%
ID Theft	530.5	79	0.8%
Grand Theft Report	487R	78	0.8%
All Other		2,017	21.3%
Total		9,490	100.0%

The most frequent calls for service account for over 78% of the total number and the two most frequent calls, burglar alarm, and disturbance calls are over 25% of the calls for service total. The "All Other" category includes suspicious circumstances, suspicious vehicles, and other types of crime reports.

The OCSD provides field responses to calls for service with both Deputies and civilian Community Service Officers, described in the next section.

(3) Community Service Officer (CSO) Call for Service Workload.

In addition to Deputies in the field Laguna Hills also employs two Community Service Officers that respond to low risk calls for service. CSOs were the primary responding unit to 693 community-generated calls for service in the past year, including some calls in other cities. This represents approximately 8.0% of all incidents handled by Laguna Hills Deputies and CSOs. It includes 125 calls responded to in other adjacent cities. The most frequent calls for service handled by CSOs are traffic accidents, traffic hazards, abandoned vehicles and assisting Deputies in the field.

The following table displays the calls by hour and weekday:

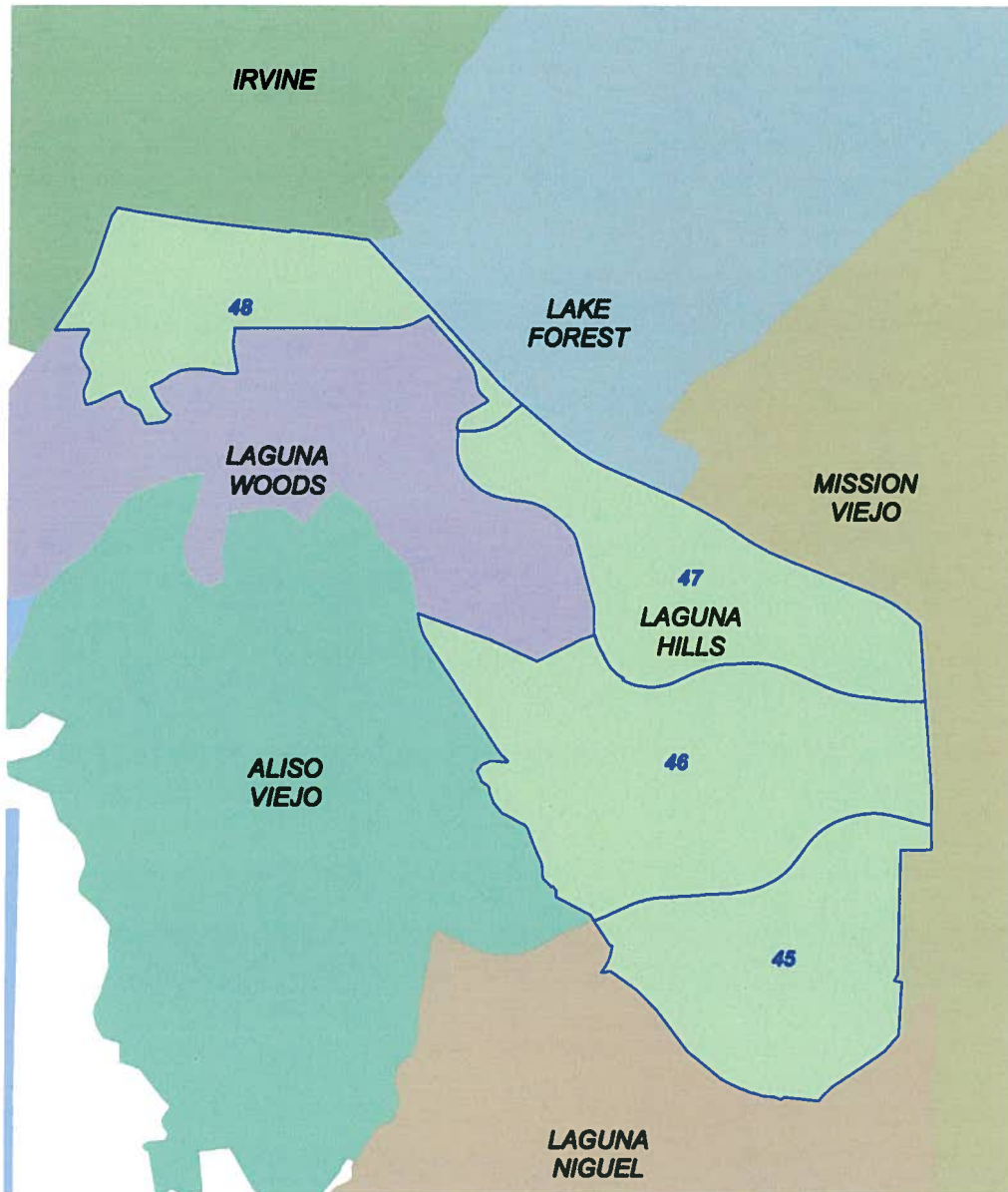
CFS Handled by Community Service Officers

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TOTAL
0000	2	0	0	0	0	1	0	3
0100	2	0	0	1	0	1	0	4
0200	1	0	0	0	0	0	0	1
0300	0	0	0	0	0	0	0	0
0400	0	0	0	0	0	0	0	0
0500	0	0	0	0	0	0	0	0
0600	0	0	1	0	0	0	0	1
0700	2	3	2	5	0	1	0	13
0800	3	13	22	11	1	3	1	54
0900	8	9	7	16	2	0	0	42
1000	11	16	9	8	0	0	1	45
1100	7	16	19	14	0	0	1	57
1200	8	20	18	16	0	2	1	65
1300	9	23	10	17	1	2	3	65
1400	4	14	13	17	8	21	15	92
1500	10	17	10	21	15	20	14	107
1600	2	5	2	10	21	15	9	64
1700	1	2	0	26	13	18	8	68
1800	3	2	0	6	12	15	10	48
1900	0	1	1	16	5	10	9	42
2000	1	2	1	8	5	8	5	30
2100	0	0	0	3	5	10	7	25
2200	0	0	0	6	3	8	3	20
2300	0	0	0	1	2	5	1	9
Total	74	143	115	202	93	140	88	855

CSOs do not work the entire day and most calls are handled on weekdays – the busiest hours of activity were between 11:00 a.m. and 6:00 p.m., averaging 61 calls hourly during this time period. The above data reflects the number of calls for service where CSO units were the primary responding/handling unit, CSOs also frequently respond to assist Deputies on calls for service where they play a supportive or back-up role on the call or incident.

(4) Calls for Service by Hour and Patrol Area

The OCSD divides the area of Laguna Hills into four patrol areas, as shown in the following map:

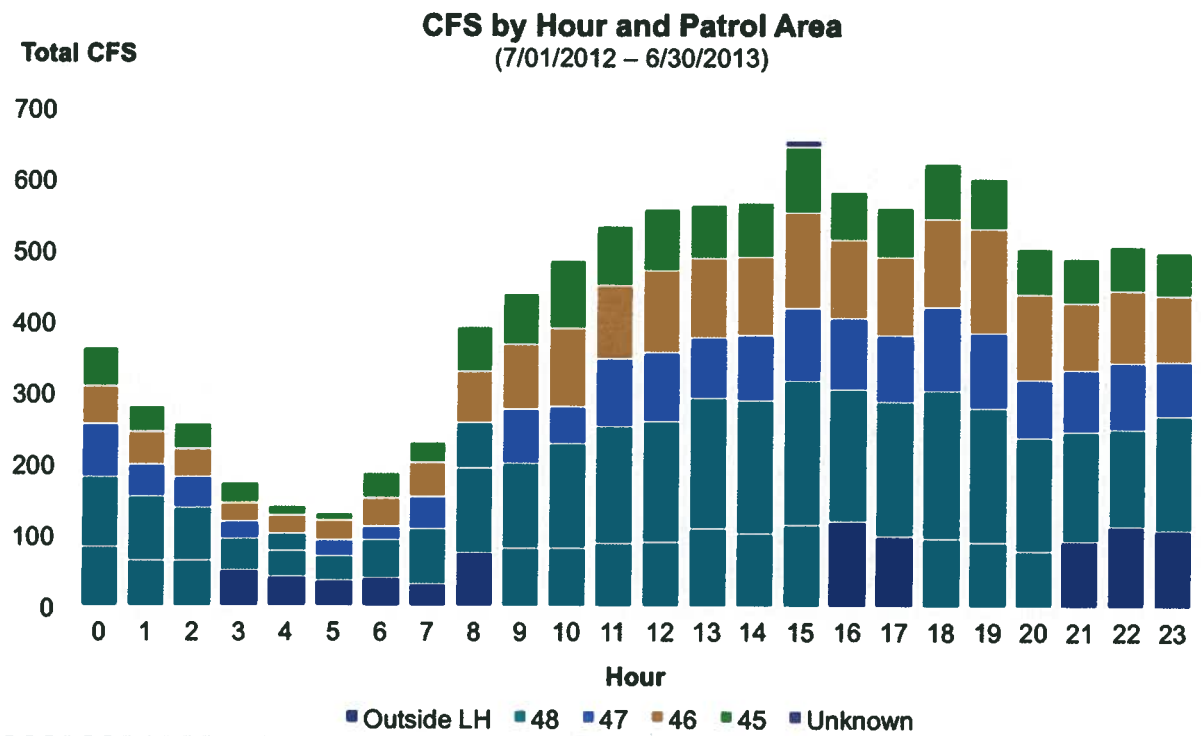


Virtually all of the 10,345 calls for service fall within four geographic patrol areas – 45, 46, 47 and 48.

The following table displays this data by hour of the day, with each column representing a patrol area or a call outside of Laguna Hills:

Laguna Hills CFS by Hour and Patrol Area – All Units

Hour	45	46	47	48	Unknown	Outside of LH	Total
0000	54	55	73	98	1	83	364
0100	37	46	45	89	0	64	281
0200	35	40	44	73	0	64	256
0300	30	26	23	45	0	50	174
0400	13	27	23	37	0	41	141
0500	11	27	22	36	0	35	131
0600	35	41	19	52	1	40	188
0700	28	49	45	78	1	30	231
0800	63	73	63	120	1	73	393
0900	72	91	77	118	3	81	442
1000	96	110	52	146	4	81	489
1100	84	104	94	164	3	88	537
1200	88	115	96	170	1	89	559
1300	76	112	84	182	4	109	567
1400	78	111	90	187	1	101	568
1500	93	135	102	202	7	113	652
1600	68	111	100	184	3	119	585
1700	71	111	92	188	1	98	561
1800	78	124	118	206	2	95	623
1900	72	147	105	188	1	89	602
2000	65	121	82	157	4	78	507
2100	63	95	87	153	0	91	489
2200	64	101	93	137	1	111	507
2300	61	94	75	160	1	107	498
Total	1,435	2,066	1,704	3,170	40	1,930	10,345
%	13.9%	20.0%	16.5%	30.6%	0.4%	18.7%	100.0%



The average number of CFS occurring in the City during the first six hours (midnight to 6:00 a.m.) is approximately 169; while an average of around 495 calls are generated per hour over the last twelve hours (noon to midnight) – about three times the level of activity. This is a consistent pattern seen by the project team in other law enforcement studies.

(5) OCSD's Regional Policing Resulted in a Comparable Number of Responses by Laguna Hills Deputies to Nearby Cities and by Non-Laguna Hills Deputies into Laguna Hills.

As mentioned earlier in this report the Sheriff's Department provides law enforcement services by contract to Laguna Hills and also to five of the six communities that share a border with Laguna Hills: Aliso Viejo, Laguna Niguel, Laguna Woods, Lake Forest and Mission Viejo; the sixth community, Irvine, has its own police department. Because Laguna Hills is adjacent to these communities and they also contract with the

OCSD for police services, it has allowed the OCSD to develop a regional approach to providing services to each community. This regional concept reduces the costs of the contract police services for Laguna Hills, and also the other communities, by reducing the overall number of staff paid for by each community. The clearest Patrol Services example of this in Laguna Hills is that four Sergeants supervise all of the Deputies that work in three Cities – Laguna Hills, Aliso Viejo and Laguna Woods – and the cost for all of the Sergeants is shared by each community rather than each community separately paying for four Sergeants (which is the minimum number needed to provide 24/7 supervisory coverage). Additionally, Deputies assigned to each City also respond to calls for service outside of their assigned City to provide assistance as needed.

The CAD data provided to the project team contains the number of incidents and the number of responses made by a Laguna Hills Deputy outside of Laguna Hills. The following tables show first the number of incidents in the various cities that the Deputies responded to, and secondly, the total number of responses made by Laguna Hills Deputies to these incidents (note that this figure includes only those calls out of a total of 1,930 for which all of the data is available).

Number of Incidents Outside of Laguna Hills (Deputies Only)

City	Priority 1	Priority 2	Priority 3	Priority 4	Total
Laguna Woods	49	426	344	3	822
Aliso Viejo	30	300	222	1	553
Laguna Niguel	26	115	67	1	209
Mission Viejo	2	40	33	0	75
Lake Forest	8	29	24	0	61
Irvine	0	1	7	0	8
All Other	3	4	15	0	22
Total	118	915	712	5	1,750

In some cases more than one Deputy responded to the same incident. The following table shows the total number of individual responses to the above incidents:

Number of Responses Outside of Laguna Hills

City	Priority 1	Priority 2	Priority 3	Priority 4	Total
Laguna Woods	72	592	431	4	1,099
Aliso Viejo	48	378	274	1	701
Laguna Niguel	38	142	85	1	266
Mission Viejo	5	54	36	0	95
Lake Forest	14	40	29	0	83
Irvine	0	1	10	0	11
All Other	9	4	19	0	32
Total	186	1,211	884	6	2,287

In many of these incidents the Laguna Hills Deputy was providing back-up assistance to the Deputy from the other City.

Laguna Hills also received assistance from Deputies working in other OCSD contract cities to an incident in Laguna Hills – in 2013 there was a total of 2,086 calls for service that at least one non-Laguna Hills Deputy responded to in Laguna Hills. There was an additional 841 back-up responses to these incidents for a total of 2,927 responses into Laguna Hills by non-Laguna Hills Patrol Deputies. The number of incidents and the City providing the assistance are shown in the following two tables:

Laguna Hills Incidents Receiving Assistance from Outside Deputies

City	Priority 1	Priority 2	Priority 3	Priority 4	Total
Aliso Viejo	60	376	507	15	958
Laguna Woods	27	192	219	3	441
Mission Viejo	7	21	162	1	191
OC Unincorporated	4	45	133	4	186
Laguna Niguel	11	46	96	5	158
Lake Forest	9	32	83		124
All Others	1	5	19	3	28
Total	119	717	1,219	31	2,086

In some cases more than one Deputy responded to the same incident. The following table shows the total number of individual responses to the above incidents:

Number of Responses from Non-Laguna Hills Deputies to Incidents in Laguna Hills

City	Priority 1	Priority 2	Priority 3	Priority 4	Total
Aliso Viejo	113	536	664	18	1,331
Laguna Woods	38	228	249	5	520
Mission Viejo	24	40	229	1	294
OC Unincorporated	21	67	174	6	268
Laguna Niguel	21	71	156	9	257
Lake Forest	30	61	132		223
All Others	2	5	23	4	34
Total	249	1,008	1,627	43	2,927

In many of these incidents the Deputy from the outside city was providing back-up assistance to the Laguna Hills Deputy.

Overall, OCSD's regional policing approach resulted in a fairly balanced outcome as Laguna Hills Deputies made 2,287 responses in 2013 to assist Deputies in other communities and Deputies from other communities made 2,927 responses into Laguna Hills resulting in Laguna Hills receiving more workload assistance from Deputies assigned to neighboring communities than it provides. However, the number of responses between some individual cities is not as well balanced. Laguna Hills Deputies made 1,099 responses into Laguna Woods, compared to 520 responses made by Laguna Woods Deputies into Laguna Hills – a disparity of 579 responses. Aliso Viejo Deputies also made 257 more responses into Laguna Hills than were provided. It is important for the OCSD to regularly provide this type of information to Laguna Hills so City officials have a clear understanding of their regional policing concept. It is also important as a management tool for Laguna Hills in managing their

contract with OCSD to ensure Laguna Hills is not subsidizing law enforcement services in Laguna Woods.

Recommendations:

The OCSD should quarterly or semi-annually provide Laguna Hills with data showing the number of calls for service responded to by Laguna Hills Deputies outside of Laguna Hills and the number responses by Deputies to the calls; and correspondingly, the number of calls for service and responses by Deputies from other cities into Laguna Hills.

Based on these data if there are persistent imbalances in responses Laguna Hills should discuss response control or cost sharing for these workloads. For example, there may be little or no justification for responding to low Priority 3 or 4 calls for service in neighboring communities.

(6) Calls for Service by Hour and Priority Level.

Community-generated calls for service are assigned a priority level based on the type of incident type that is being reported. This data is logged in the CAD system and allows analysis of the Department's response to emergency, urgent, and low priority incidents. OCSD categorizes their CFS into the following priority types:

- **Priority 1:** A felony currently in progress, violent crime emergencies, officers requesting immediate help, and accidents involving major injuries.
- **Priority 2:** A property crime that is either in progress or has just occurred recently, as well as most types of suspicious activity and disturbances.
- **Priority 3:** Various types of calls that are important, but not life threatening.
- **Priority 4:** Non-emergency crime reports, as well as lost property, and abandoned or illegally parked vehicles.

The following table and the corresponding chart present the data detailing the 9,490 calls and their assigned priority level, organizing the information according to the hour in which each call was dispatched:

CFS by Hour of Day and Priority Level (Deputy Only)

Hour	Priority 1	Priority 2	Priority 3	Priority 4	Total	%
0000	3	158	201	3	365	1.0
0100	12	131	132	6	281	0.8
0200	6	124	124	3	257	0.7
0300	6	99	73	1	179	0.5
0400	7	88	53		148	0.4
0500	7	76	43	1	127	0.3
0600	4	96	79	6	185	0.5
0700	6	112	94	8	220	0.6
0800	15	135	171	6	327	0.9
0900	10	152	220	16	398	1.1
1000	13	168	250	17	448	1.2
1100	17	212	241	9	479	1.3
1200	11	198	265	15	489	1.3
1300	13	211	265	13	502	1.4
1400	11	195	262	5	473	1.3
1500	13	227	303	1	544	1.5
1600	14	232	264	11	521	1.4
1700	19	225	254	5	503	1.4
1800	21	229	310	14	574	1.6
1900	12	255	285	8	560	1.5
2000	17	218	235	6	476	1.3
2100	11	217	233	4	465	1.3
2200	7	217	264	3	491	1.3
2300	12	195	266	5	478	1.3
Total	267	4,170	4,887	166	9,490	
%	2.8%	43.9%	51.5%	1.7%	100.0%	

The vast majority of calls fall within priority levels 2 and 3, representing a total of 92.7% of the community-generated workload. The breakdown in calls for service by priority is similar to other suburban communities evaluated by the project team.

(7) Average Times for Response and Handling of Calls for Service in 2013.

The response to and handling of community generated calls for service is one of the primary tasks of any municipal police agency and one that frequently is the subject

of inquiry from city leaders and members of the community. The project team calculated the average times using all of the calls for service reported to the OCSD in 2013.

The following table shows three individual time components and two overall time components for a community generated call for service:

- Call processing time – begins when the call was received in Dispatch and ends when the Deputy is dispatched.
- Travel time – from the time the call was dispatched until the arrival of the first police unit.
- Call “response” time – the call process time + travel time. This is the time citizens are most often interested in – from the time they call 9-1-1 until a Deputy arrives at the scene of the reported incident.
- On scene time – from the time of arrival to the time the last unit cleared the call.
- Call handling time – sum of the average travel time and average on scene time.

The table below shows the number of Priority types of CFS and the average processing and call handling times (in minutes) for the calls from July 1, 2012 to June 30, 2013:

Pri	CFS	Call Processing Time	Travel Time	Response Time	Time On Scene	Call Handling (Travel + On Scene)	Call Handling Hours
1	267	2.3	4.5	6.8	47.9	52.4	233
2	4,170	5.1	8.4	13.5	21.4	29.8	2,071
3	4,887	9.5	12.3	21.8	24.7	37.0	3,014
4	166	13.1	21.7	34.8	13.5	35.2	97
Totals	9,490	7.8	10.6	18.4	23.7	34.4	5,415

As shown above, the average call processing time for all community generated calls for service is 7.8 minutes, and the average travel time is 10.6 minutes. This equals an average “response” time for the first OCSD unit to arrive at the scene of a call for service of 18.4 minutes. The response time to the most serious calls for service, Priority 1, is significantly faster at 4.5 minutes travel time and an overall response time of 6.8

minutes – the travel time is a very good average response time to emergency calls as it is within the Laguna Hills travel time goal of five minutes for “code 3” emergency calls (a Priority 1 classification); it is also in the six to eight minute range, commonly seen by the project team in other law enforcement studies. However, the call processing time average of 2.3 minutes is higher than desirable for Priority 1 CFS and warrants further analysis by OCSD. A common reason for the CAD data to show a long call processing time on high priority calls is that a call will be verbally dispatched to a Deputy fairly quickly, but the “time stamp” on the CAD case shows a later time than the initial dispatch as more information is obtained over the phone, resulting in a call processing time that is higher than the actual call processing time.

The average “On Scene” time was just under 24 minutes for all calls. The overall average “Call Handling” time of approximately 34.4 minutes is within the average range of handling times for calls for service commonly seen by the project team. The total time required to handle community generated calls for service by sworn staff was 5,415 hours for the primary Deputy (the time required for back-up Deputies is shown later in this section).

The following table shows the percentage of calls for service responded to (travel time) within various time ranges:

Priority Type	Travel Time					CFS	CFS %
	0:00–4:59	5:00–6:59	7:00–9:59	Above 10:00	No Time Stamps		
1	161	39	22	19	26	267	2.8%
2	1,144	629	718	1,020	659	4,170	43.9%
3	1,275	567	740	1,917	388	4,887	51.5%
4	33	5	16	98	14	166	1.7%
Total	2,613	1,240	1,496	3,054	1,087	9,490	100%
% of CFS	27.5%	13.1%	15.8%	32.2%	11.4%	100.0%	

OCSD responded to over 40% of the calls in fewer than seven minutes of travel time and 37% of the calls resulted in a travel time of over ten minutes. The calls listed as “no time stamps” are the calls where neither a dispatch time nor arrival time was listed in the CAD record. The most common reason for this lack of data is a situation when a Deputy is dispatched to a call, but is cancelled while “in route” to the call – an “arrival” time stamp is appropriately not entered for his or her response. Additional reasons for missing time stamps in the CAD record include Deputy, Dispatcher, or equipment errors.

(8) Deputy “Back-Up” Time, Reports Written and Bookings.

Deputies also respond as backup units to assist the primary officer on many calls for service. The project team was able to determine the number of backup responses from the CAD data, but the data did not provide the amount of time spent by the back-up Deputy on the incident. The project team has developed a methodology that calculates a backup Deputies’ time on these incidents at 75% of the primary Deputies total handling time for the incident⁸. The following table shows the primary Deputy call handling time and the number of back-up Deputy responses to the calls and their call handling time:

	Responses	Call Handling Time (Travel + On Scene)	Call Handling Hours
Primary Unit	9,490	34.4	5,436
Backup Officers	6,201	25.8	2,664
Total Responses	13,227		8,099

⁸ This methodology is based on the project team’s experience in hundreds of other law enforcement studies.

As shown above, there was a total of 6,201 responses by backup Deputies who assisted the primary Deputy at a call for service. In 2013, back-up Deputies spent a total of 2,664 hours assisting the primary Deputy at a call. Combined with the primary unit's handling time, Deputies spent a total of 8,099 hours handling community generated calls for service. The project team considers this figure the minimum number of hours Laguna Hills Deputies spent handling the "community demand" workload (i.e., calls for service). There is always some additional time not captured by CAD for the incidents when Deputies were dispatched to a call but were cancelled while in route.

Deputies wrote a total of 2,173 reports in 2013 and, using an average of 45 minutes per report written during the year, equal 1,630 hours of report writing time. Deputies also made 512 arrests and booked 388 of the arrestees into jail, requiring driving to the main jail in Santa Ana. Because of the distance and traffic delays in Orange County, the project team used an average processing time of 2.5 hours to complete a booking, equaling 970 hours of prisoner processing time.

These committed hours will be used to complete the staffing calculations later in this report.

(9) Deputy Initiated Incidents.

In addition to responding to calls for service, Patrol Deputies engage in a number of officer-initiated, or self-initiated, activities during their work hours, such as vehicle stops, pedestrian stops, security checks, warrant service, etc. Deputies must also perform a variety of administrative tasks during their shift (e.g. investigative follow-up) some of which is captured by the CAD system.

There are two sources to obtain Deputy Initiated Activity – the CAD system and the Activity Logs completed by the Deputies. OCSD staff report that the CAD record will only have a portion of the self-initiated incidents as Deputies frequently do not obtain a CAD incident for many of their activities. They relayed to the project team that the primary source that should be used to obtain the number of Deputy initiated incidents is the Activity Log – this is a manual entry sheet completed by each Patrol Deputy for each shift. These logs are fairly comprehensive, reviewed by Sergeants and compiled by OCSD support personnel. The project team was provided with a summarized list of the Laguna Hills Deputies' Activity Logs for calendar year 2013. There are eight categories tracked that are “self-initiated” activities – they are listed in the table below along with the corresponding number and percentage:

Deputy Initiated Incidents – Activity Log Entries

Category	Total	%
Observation – DR; contact leading to arrest and/or report (DR)	280	5.0%
Observation – log entry only	2,587	45.9%
Interview – Person	37	0.7%
Interview – Vehicle (contact of persons in a vehicle)	2	0.0%
Sub-Total (all but citations)	2,906	
Traffic Cite – Mover	1,018	18.0%
Traffic Cite – Radar	160	2.8%
Traffic Cite – Parking	1,191	21.1%
Traffic Cite – Other	367	6.5%
Sub-Total Traffic Citations	2,736	
Total	5,642	100.0%

The Activity Logs show what the Deputies did during their shift but the amount of time for each of these activities would have to be manually counted from all of the logs each day – which would be very time consuming and impractical to do.

The CAD record listed 1,892 self-initiated incidents out of the 5,642 total self-initiated incidents (total from the Deputies' Daily Logs). The CAD documented incidents had an average handling time of 40.9 minutes. This time will be used to calculate the 2,906 incidents other than traffic stops/citations; an average of 20 minutes will be used for the 2,736 traffic related incidents to obtain an estimated number of hours that Deputies spend on self-initiated activities.

The 1,892 self-initiated incidents resulted in 966 back-up responses by other Deputies – a backup rate of 51%. The project team will also use the actual backup rate (51%) and 75% of the primary Deputies time to calculate the time spent by the backup Deputy (the same percentage as the calls for service calculation).

	Responses	Incident Handling Time (Travel + On Scene)	Incident Handling Hours
Non-Traffic Incidents:			
Initiating Deputy	2,906	40.9	1,981
Backup Responses (51%)	1,484	30.7	759
Responses Sub-Total	4,390		2,740
Traffic Citation Incidents:			
Initiating Deputy	2,736	20.0	912
Backup Responses (25%)	684	15.0	171
Responses Sub-Total	3,420		1,083
Total Responses / Hours	7,810		3,823

As shown above Deputies spent a total of 3,823 hours on self-initiated activities.

4. PATROL FIELD SERVICES PRINCIPLES AND BEST PRACTICES.

The orientation toward the provision of field patrol services in municipal law enforcement agencies has come full circle in the United States over the last 60 years. The historic law enforcement approach to field services involved a police officer who walked a particular beat or neighborhood. A traditional beat officer knew people in the

area; he or she was in a position to recognize potential problems before they occurred as well as likely suspects for crimes committed on the officer's beat. As cities grew and metropolitan areas spread, marked patrol vehicles became the normal transportation mode to respond to calls for service. The police department's focus changed to one of responding quickly (i.e., in a patrol car) to all types of calls in a wider geographic area and, overall, fewer officers assigned to foot patrol duties. At the same time, society at large and city residents developed rising expectations for the services that would be provided by police officers (e.g., the passage of domestic violence laws in the late 1970's and 1980's). Over time, these factors resulted in a beat officer that had less local neighborhood knowledge and less frequent contact with the residents in his or her service area, but who was subject to higher expectations among the general public.

Initiatives over the last four decades have attempted to once again provide more evident policing services to the community. This law enforcement focus throughout the country has been under the general umbrella of "community policing" – a return to providing a wide range of services identified by citizens, more frequent contact with a police officer, and more proactive law enforcement in neighborhoods and schools. There have been countless "community policing" initiatives throughout the country in recent years. The project team supports local community policing efforts, especially those that involve directed activities of patrol personnel when they have uncommitted time during their shift. These efforts should also involve the active participation of supervisors, managers, and other specialty units (e.g., School Resource Officers).

Over the course of several hundred police department studies, the Matrix Consulting Group has developed a list of key elements in the effective provision of field

patrol services in a community, including the responsibility of officers to be proactive during their shifts (to identify and resolve problems) rather than just reactive handling of calls for service. These general policing elements are summarized over the next several pages:

Management Task	Comments
Reactive Patrol Requirements	• The primary mission of any law enforcement field patrol force. Responding to citizen requests (or calls) for service is the most critical element of successful patrol services. • As staffing allows, the department should have clearly defined areas of responsibility (beats or zones) assigned to officers. • The department should have clearly defined response policies in place; including prioritization of calls, response time targets for each priority, and supervisor on scene policies. • This reactive workload should not make up more than 50 - 60% of each officer's net available time per shift (on average). This includes time to write reports and to transport and book prisoners.
Proactive Patrol Requirements	• "Proactive time" is defined as all other activity not in response to a citizen-generated call; it occurs during the shift when officers are not handling calls and have completed other necessary tasks; it includes items such as traffic enforcement, directed patrol, bike and foot patrol. It is also sometimes referred to as "uncommitted" time, but this is somewhat of a misnomer, as it only means the time not committed to handling <i>community-generated calls for service</i>. Clearly, there are other tasks required of patrol officers. • The department should have clearly defined uses for "proactive time" – i.e. officers should know what they are expected to do with their time when not responding to calls for service. This may include targeted preventive patrol for general visibility, traffic enforcement, developing relationships with members of the community, or visiting schools or parks. • The proactive element of field patrol should make up between 40% and 50% of an officer's day (on average); it will be discussed in detail later in this report.

Management Task	Comments
Problem Identification and Resolution	• Effective proactive patrol for municipal law enforcement requires the identification of problems and issues (e.g. effective crime analysis), the development of an action plan to address issues as they arise, implementation of the potential solution, and regular evaluations to determine if the approach successfully addressed the issue. • This approach should be used on criminal, traffic and other quality of life problems reported to the department or discovered by officers during the course of their patrol duties. • Officers have the primary role in accomplishing proactive tasks, field projects (e.g. Problem Oriented Policing), etc. • Formal and informal mechanisms for capturing and evaluating information should be used. Officers and supervisors should be primarily responsible for this, but managers must also have involvement and oversight.
Management of Patrol Resources	• Patrol supervisors and managers must take an active role in management of their shift and patrol resources. This includes developing and utilizing management reports that accurately depict the activity, response times to calls for service and the variety of current issues and problems being handled by patrol units. • Resources must be geared to address actual workload and issues. This includes ensuring, as much as possible, that patrol staffing is matched to workload, that patrol beats or sectors are designed to provide an even distribution of workload. • This also includes matching resources to address issues in a proactive manner. This may include shifting beats to free staff to handle special assignments, assigning officers to targeted patrols, assigning traffic enforcement issues, etc. • Staffing should be related to providing effective field response to calls for service, provision of proactive activity and ensuring both officer safety and safety of members of the public. • Supervisors should be both an immediate resource to field officers (for advice, training, back-up, inter-personal skills) and field managers (managing call response) as well as required administrative functions.
Measurement of Success and Performance	• Data should be used to plan and manage work in Patrol and other fieldwork units. • Effective field patrol should be measured in multiple ways to ensure that the department is successful in handling multiple tasks or functions. • Examples of effective performance measurement include: response time, time on scene, number of calls handled by an officer, back-up rate and the traffic enforcement index (citations/warnings + DUI arrests divided by injury + fatality accidents), overall level of crime and clearance rate. • Managers and supervisors should track and review performance measures on a regular basis to know what level of service is being provided to the community and for use as one tool to ensure that services are effective and efficient.

The matrix above summarizes the basic elements of an effective patrol service in a community, providing both reactive field services (response to community-generated calls for service) and proactive work by field officers when they have time available. During these times of limited or decreasing budgetary resources, it becomes critically important for managers of the patrol function to make the best use of Deputies' time to provide effective policing and to meet expectations of the community. Many of these principles have been implemented and are basic practices of OCSD.

The following bullet points summarize the key elements identified above in the effective provision of field patrol services:

- Effective municipal law enforcement requires a field patrol force, which is designed and managed to be flexible in providing both reactive and proactive response to law enforcement issues in the community.
- This requires that the department balance personnel, resources and time to handle both of these types of law enforcement. Between 50% and 60% of the time in a community should be spent handling all of the elements of reactive patrol. The remaining 40 – 50% should be spent on specific proactive patrol activities, other self-initiated tasks or community policing activities.
- When an Officer has a block of time available (e.g., during a slow day), the activities planned and conducted during this time should be part of a Patrol plan and not left unstructured and random. Effectively addressing issues in the community requires tasks be accomplished as part of a plan – addressing specific problems in pre-determined ways. The plans should be overseen by management but planned and accomplished at the Officer/Sergeant or "squad" level.
- Any effective proactive approach to patrol requires that information be managed formally and that a formal effort be put into evaluating that information. This evaluation should lead to specific actions to address issues/problems in a community. In addition, attempts to address problems should be evaluated formally to determine if the efforts made have been effective.

These basic elements represent the primary ingredients of effective and efficient municipal field law enforcement in the United States in the twenty-first century.

Patrol “proactivity” is a very important part of field operations in communities such as Laguna Hills, where the calls for service volume and the crime rate are relatively low, often allowing a significant amount of time that can be used for directed and deputy initiated activity. Planning and establishing patrol goals and specific proactivity targets are important for effective management of a patrol operations force and to ensure that Patrol Deputies are being used to accomplish desired tasks to meet established goals. In Laguna Hills the expectations placed on the Police Department to ensure a safe and orderly community are relatively high, and effectively managing proactive tasks of all field personnel is one significant method to demonstrate the department is taking the necessary steps toward the goal of creating and/or maintaining a safe community.

(1) Factors to Consider in Establishing Patrol Staffing Levels.

The project team uses an analytical approach to determine the staffing level required in a community such as Laguna Hills. The approach is characterized by several key factors that provide the basis for objective evaluation of a police department’s patrol force:

- Staffing should be examined based on the ability of current staff to handle the calls for service generated by the community (and the related work such as report writing and processing arrestees), as well as providing sufficient time for proactive activities such as preventive patrol, traffic enforcement and addressing on-going issues/problems in a given neighborhood.
- Staffing is dependent on the time that deputies are actually available to perform the work required of the patrol function. In this evaluation, leave hours usage and time dedicated to administrative functions are examined.
- The number of Patrol staff deployed should be the result of policymakers (City Council and City Manager) selecting a level of policing that is desired by the community. Establishing a targeted average level of “proactive time”, or

uncommitted, time is an effective method to determine the policing level that will be provided and also gives guidance to the police chief.

- The project team's analysis does not include the utilization of ratios such as "officers per thousand" because it does not account for the unique characteristics of communities (e.g., demographics, workload, unique community needs, deployment, etc.). Although these ratios are interesting, they do not provide a comprehensive measure of staffing needs for a specific community, nor should policymakers use them as a basis to make decisions regarding patrol staffing. The project team's approach is supported by the International Association of Chiefs of Police (IACP) that view "officer per thousand" ratios as "totally inappropriate as a basis for staffing decisions"⁹.

There are other significant factors for policymakers to consider when determining staffing levels. These factors include, but are not limited to, the following:

- The type, severity, and volume of crime in a community.
- The ability of the police department to meet response time goals to calls for service and solve crime.
- The level of police department involvement in providing non-traditional police services such as neighborhood problem solving, graffiti removal, community meetings and events, and teaching/role modeling in the schools.
- The level of proactive efforts such as traffic safety and parking enforcement, narcotics enforcement, enforcement of vice crimes such as prostitution, and liquor laws.
- Providing for basic officer safety and risk management of a patrol force. In some police agencies, primarily smaller ones, the "proactive time" level may not be the primary measure to determine the minimum number of Patrol Officer positions needed – it may be driven by officer safety concerns and the need to provide reasonable community coverage 24/7).

The following summary is provided in order to illustrate the implications of various "proactive time" levels:

- A "proactive time" level of 25% or less reflects a patrol staff that is essentially fully committed most of the time (except during the low CFS hours of the day); this is due to CAD system not capturing all work tasks or administrative duties

⁹ International Association of Chiefs of Police, Patrol Staffing and Deployment Study, 2004, document 7218.

that are performed by Deputies. At this high level of committed time, the average travel times to high priority community generated calls for service may be above eight or nine minutes and “on-scene” times may be below 30 minutes due to calls “stacking” and the need to respond to other incidents; this may not be enough time to conduct a thorough investigation of the incident or provide a high quality level of service. At this level, during most hours, Deputies will be responding to CFS and will not have time for any consistent proactive or project oriented activity – the blocks of time will be generally too short (less than 20 minutes) to allow for meaningful targeted patrol, working on beat projects or neighborhood issues.

- A 40% “proactive time” level is generally sufficient to provide blocks of time during most shifts when Deputies can conduct targeted patrol and identified beat projects to address community issues. Average travel times to high priority community-generated calls for service should commonly be less than six minutes and “on-scene” times should commonly be above 30 minutes – sufficient to allow thorough investigations and sufficient time to provide a high quality level of service.
- A 50% or greater “proactive time” level will afford a patrol force on most workdays to have several hours during their shift to conduct targeted patrol, specific projects to address community issues, and other officer-initiated activities. Average travel times to high priority community-generated calls for service should commonly be less than five minutes and “on-scene” times should commonly be above 30 minutes – sufficient to allow thorough investigations and sufficient time to provide a high quality level of service.
- “Proactive time” levels above 50% may provide a challenge to supervisors to keep Deputies busy with meaningful work and engaged in the job. For communities that do have this high level of “proactive time” it is important to plan for productive work and measure the results.

Each community can choose an appropriate target level of “proactive time” desired for its patrol staff based on its unique needs, available funding and policing model desired. A 40 – 50% range for overall average “proactive time” level is a reasonable goal for a community that desires a patrol force that can provide a consistent level of proactive services to the community, such as Laguna Hills (recognizing that some hours will fall above or below this level). Policymakers should determine the policing level for their community and understand the impacts of higher

and lower “proactive time” levels. Higher targeted “proactive time” levels will require more staff, but will also ensure that the police force is able to provide a higher level of service to the community through proactive policing, and will also allow Patrol Deputies to be more involved in issues in the neighborhoods in which they serve.

It is very important for patrol managers to plan the use of proactive time to accomplish identified needs. This requires that Deputies and Sergeants make good use of their available “proactive time” and have accountability measures in place for evaluation. Sergeants and Deputies on a given shift should be involved in determining individual productivity goals, receive regular feedback from their supervisor, and measure accomplishment of those goals throughout the year as part of the department’s performance evaluation and accountability system. With this system, supervisors should be provided regular (i.e., monthly) statistical reports showing individual officer’s productivity, such as reports written, investigations conducted, arrests made, field contacts (e.g., vehicle and pedestrian stops), citations or warnings issued, foot patrol, issues addressed on their beat, community meetings attended, and the number of calls for service handled. This information can and should be part of the information used by the supervisor to evaluate an officer’s overall performance for the month and year.

It is important to note that any evaluation of an officer’s performance should not just be from quantitative statistical or productivity measures, but also must include “qualitative” measures. Personnel accountability is important but truly effective policing is achieved by developing “engaged” employees that have a positive attitude, build

relationships with community members, project a positive image of the department and provide other “intangibles” to the community resulting from their motivation to serve.

Policymakers should use the above factors to determine appropriate staffing levels for all functions within the police department. The goal of a patrol staffing analysis is to ensure sufficient patrol resources on duty 24 hours a day, providing a high level of service to the community. The ability of the police department to achieve high levels of service depends on knowing and evaluating the community demand workload – the number of community-generated calls for service, reports, and bookings of arrested persons. These are the factors used by the project team to evaluate the number of Patrol Deputies needed in a community to achieve a staffing level that will provide the level of pro-activity desired by a community.

(2) Data Used to Conduct Staffing Calculations.

The project team calculates “proactive time” in law enforcement agencies using a mixture of known data combined with several assumptions. The table below provides a brief description of the basis for this calculation for the City of Laguna Hills:

Reactive Factors in the Time Calculations	Summary
Calls for Service	Actual call data obtained from the CAD system allowed the project team to determine the number of community generated calls for service (reactive time of Patrol Deputies).
Call Handling Time	Generally, an average call handling time of approximately 30 minutes is needed to efficiently and effectively handle a community-generated call for service. The handling time includes an officer's travel time and on-scene time. A handling time higher than 40 minutes may indicate Patrol Deputies are not processing calls for service in a timely manner (not including report writing time); a handling time lower than 20 minutes indicates Patrol Deputies may not be providing an appropriate amount of attention to all calls for service.
Back-Up Frequency/ Number of Units per Call	An average of 1.4 – 1.6 patrol units responding to handle a community generated call for service.

Reactive Factors In the Time Calculations	Summary
Duration of Time On-Scene by Back-Up	An average of 75% (or less) of the primary/initial unit's handling time for back-up Deputies is not excessive and is used absent specific CAD data for back-up officers.
Number of Reports	This number is based on the number of community-generated calls for service. For most incidents requiring a report the officer will gather preliminary information while on-scene handling the call and spend additional time later in the shift, at the end of the shift or the next day. The project team's experience with other municipal law enforcement demonstrates that some type of report is written to document the incident on approximately 1/3 of the community-generated calls for service. For this project, the actual number of reports written by Deputies was used.
Time to Complete a Report	An average of 45 minutes is used to determine the time required for completing incident reports resulting from a call for service or self-initiated activity; this time is included as part of reactive workload time. The actual report writing time is not captured by the CAD system.
Number of Arrests	The actual number of arrests for 2013 was used.
Time to Complete an Arrest	An average of the actual time it takes for an officer to book an arrestee at the police department or the jail facility. This time is included as part of reactive workload time. The project team used an average of 2.5 hours per arrest in order to account for the additional travel and processing time required to book a prisoner into the jail.
Available Time of Deputies/Deputies on Duty	This number used in the calculations is the average number of all leave hours (e.g., vacation, sick, long term disability, military) used by Patrol Deputies deducted from the total paid hours in a year (2,080) to obtain the actual hours that an Officer is working.
Availability of Supervisors to Handle Field Workloads	The staffing needs analysis determines the appropriate number of Deputies needed to handle the community-generated calls for service. Sergeants are not included as primary responders to calls for service. This is appropriate, as Sergeants should primarily be responsible for supervision, oversight and other tasks; not primarily used for response to calls for service.

Using these data and targets, the project team calculated the current level of "proactive time" for the Department. This approach provides managers and policymakers with an easily understood measure of the capability of the Patrol workforce to provide proactive law enforcement (the time remaining during a shift once calls for service, related workload, and administrative tasks have been handled). The

detailed analysis and calculations of overall Patrol Officer committed time and pro-active time for various hours of the day are provided later in this report.

The use of this method circumvents the occurrence of significant problems that commonly occur in other comparative staffing models (e.g., the “officers per thousand” ratio, mentioned above) that do not take into consideration the workload for Patrol Deputies generated by the community served. This approach also provides a methodology that can easily keep pace with future growth of the city (by factoring in a percentage growth in call for service demand). Finally, this approach allows managers and policymakers to select a “proactive time” target (e.g. an average 40% or 50% proactive time level), and then to base total patrol staffing on a combination of the work that *must* be done (i.e., community-generated calls for service) with the “proactive time” level that is desired. The following is a summary of the model’s use and key analytical points:

- The model makes specific provision for “proactive time” targets.
- The model can be used at any level of detail, i.e. staffing levels can be calculated for specific times of day or for specific geographical areas.
- The model uses commonly available data:
 - Gross and net officer availability hours (“proactive time”).
 - Calls for service counts and the time committed to these calls.
 - Related additional workload, including report writing and time spent booking arrestees.
 - Administrative tasks, such as time spent in briefing at the beginning of a shift, breaks, vehicle maintenance, and other tasks during a shift.

(3) Important Factors Regarding CAD Data and the Calculation of Committed and “Proactive Time” Levels.

The project team used this approach in conducting the staffing calculations from 2013 call for service data. The use of CAD data to calculate Patrol Deputies’ work tasks will not capture all of the duties and tasks performed by officers during their shifts due to human error and incomplete data in the CAD call for service records (e.g., missing time stamps; the fact that sometimes Deputies do not report a task they are doing to dispatch resulting in missing logs; sometimes dispatchers do not track all patrol tasks). This is especially true in the first year of a thorough analysis of CAD call for service data, and will be true for subsequent years unless the agency makes concerted and consistent efforts to improve accuracy. This is not unique to Laguna Hills; the project team has found that this is common in other law enforcement agencies’ data. The project team estimates that approximately 10% of an officer’s time spent on job-related tasks is not tracked in the CAD system record (this number was not specifically derived from the Laguna Hills CAD data but is applicable to all police departments), and must be considered when reviewing the “committed” time level in the CAD data analysis in order to obtain a more accurate percentage of Deputies’ overall workload.

5. PATROL OPERATIONS COMMITTED AND “PROACTIVE TIME” IN 2013.

The workload required during various hours of the day (committed time) and the resulting “proactive time” level of a patrol staff is the most significant factor in determining the staffing needed to achieve the level of service desired by a city. Other significant factors to consider while determining the deployment of police resources include consideration of the minimum number of Deputies needed to maintain basic

safety of the force, as well as the ability of the department to handle the normal “peak workload” hours of the day.

It is important to have a clear understanding of what is included in the committed time and “proactive time” calculations. Committed time includes the time required to respond to and handle community generated calls for service, make arrests, book arrestees, write reports and complete other tasks related to a call for service. Proactive time is the amount of Deputies’ work hours remaining, expressed as a percentage of work hours, after handling the community-generated workload.

(1) Assumptions Utilized in Calculating Committed and Proactive Time.

The workload criteria and analytical assumptions that were utilized to calculate and analyze a patrol deputies’ committed time are listed below:

- The actual community generated calls for service obtained from CAD data handled by Laguna Hills Deputies totaled 9,490 for 2013. This number excludes all Deputy initiated activities (such as traffic stops), back-up unit responses to a call, administrative activities, and calls cancelled prior to a dispatched Deputy.
- Meals and other breaks are taken evenly across all hours of a shift.
- The volume of calls for service throughout the day (expressed as a percentage for each four hour time period) was used to allocate the number of reports written and arrests made.
- Personnel are available on an average hourly basis (i.e., there are no heavy or light shift days in the model).
- Deputies are at work an average of 1,826 hours per year to provide all field services. This takes into account various leave usages (e.g., vacation, sick), on duty training, deducting hours for administrative tasks performed reduces time allotted to call handling and deputy initiated activities to 1,534 hours annually.

The resulting calculation shows the average level of an officer’s “proactive” time during a shift when they are available to perform preventive patrol and provide general proactive policing efforts in the field – targeted patrol to address a specific problem,

visiting schools, traffic enforcement, foot patrol, and other tasks initiated by the officer or directed by the Officer's supervisor.

(2) The Percentage of Proactive Time Varies Throughout the Day.

An overall percentage for committed and "proactive time" in 2013 was calculated, but because the percentages vary significantly throughout the day, calculations are also shown in four hour time blocks. This clearly illustrates the availability or un-availability of Patrol staff during various times of the day.

The average number of Deputies on duty during a 24-hour period was taken from the "Actual Patrol Staffing" table presented earlier in this report. The average call handling time of 34.4 minutes for the primary (first Deputy) and 25.8 minutes for the "back-up" Deputy(s) were used in this calculation. Report writing time was estimated at 45 minutes per report and bookings at an average of 2.5 hours per booking (prisoners transported to the Orange County Jail in Santa Ana).

The following table shows the committed hours for Patrol Deputies in call for service handling and the related workload (report writing, booking prisoners); administrative time was estimated at 120 minutes per shift for each Deputy. Deputy initiated activity is not included in this table and is reported later in this report:

Deputies Percentage of Committed and Proactive Time

	0000 - 0400	0400 - 0800	0800 - 1200	1200 - 1600	1600 - 2000	2000 - 2400	Total
Patrol Staff Allocation	16.4%	14.0%	14.5%	16.5%	20.2%	18.6%	100.0%
Hours Staffed	3,930	3,354	3,474	3,954	4,840	4,456	24,008
Administrative Time	574	490	507	577	707	651	3,506
Available Work Hours	3,356	2,864	2,967	3,377	4,133	3,805	20,502
Calls for Service (CFS)	1,082	680	1,652	2,008	2,158	1,910	9,490
% of Total CFS	11.4%	7.2%	17.4%	21.2%	22.7%	20.1%	100%
1st Officer Minutes / CFS ¹⁰	34.4	34.4	34.4	34.4	34.4	34.4	34.4
1st Unit Hours	620	389	946	1,150	1,236	1,094	5,436
Back-Up Unit Responses	707	444	1,079	1,312	1,410	1,248	6,201
Back Up Minutes / CFS	25.8	25.8	25.8	25.8	25.8	25.8	25.8
Back Up Officer(s) Hours	304	191	464	564	606	536	2,664
Reports Written	248	156	378	460	494	437	2,173
Report Writing Hours	186	117	284	345	371	328	1,630
Bookings	44	28	68	82	88	78	388
Booking Hours	111	70	169	205	221	195	970
Total Committed Hours	1,220	767	1,863	2,264	2,433	2,153	10,699
Total "Proactive" Hours	2,136	2,097	1,104	1,113	1,700	1,652	9,803
Committed Time Percent	36.3%	26.8%	62.8%	67.0%	58.9%	56.6%	52.2%
"Proactive Time" Percent	63.7%	73.2%	37.2%	33.0%	41.1%	43.4%	47.8%

Patrol staff spent an overall average of 52% of their on-duty hours handling community-generated calls for service and the related workload, resulting in an overall average of 48% of the shift available for "proactive time". This exceeds the OCSD and Laguna Hills goal of having an average "preventive patrol" time of 40% for Deputies, but is between the 40 – 50% goal that the project team believes is appropriate for the City.

¹⁰ The average time of 33.8 minutes of call handling time was documented earlier in this report. However, the sum of the call handling hours for each call Priority type for the 1st unit totals 4,730 hours – the average time in this table is listed as 35.5 minutes in this table as it is the overall average of the total call handling hours (4,730 hours / 8,000 CFS x 60 minutes).

(3) Optimal Deployment of Patrol Staff is Difficult to Accomplish.

It is important to review the differences in committed time for the various time periods of the day as they vary by 40 percentage points. The busiest hours of the day for Laguna Hills (and almost all other police agencies) are the “daytime” hours from 8:00 a.m. to 8:00 p.m. In Laguna Hills, approximately 63% of calls occur during these hours, and Deputies’ committed time during these hours was approximately 63%, leaving 37% of their time available for “proactive” activities (time for administrative tasks is already included). This pattern is typical for police departments – a higher volume of daytime calls results in a higher level of committed time during the day. Correspondingly, a lower volume of nighttime calls results in a lower level of committed time and a higher level of proactive time.

High levels of “proactive time” from midnight to 8:00 a.m. require that a significant portion of Deputies proactive time should be used to conduct prescribed, productive tasks (as opposed to performing random tasks without a plan or anticipated results). These planned activities should not include exclusively enforcement activities, but also “qualitative” tasks, such as visiting businesses that are open during these hours, security checks, addressing specific beat problems/issues and other activities wherein Deputies have opportunity to meet members of the community. Obviously, some of these proactive activities are limited by the hour of the day.

Patrol Deputies working the busiest hours of the day (noon to 8:00 p.m.) will have fewer blocks of time to perform preventive patrol and other “community policing” activities but when time is available they should be directed in these efforts. During these times of the day when Deputies have a significant percentage of time committed

to calls for service handling it is important that Sergeants are out in the field and actively managing response to calls for service to ensure that sufficient, but not excessive, resources are assigned to handle calls for service – maintaining a maximum availability of Deputies for additional incidents that may occur. Additionally, during these times, Sergeants should be assisting in handling calls as reasonably necessary, keeping in mind their primary supervision responsibility.

Ideally, police managers would deploy staff to provide an even balance between committed and proactive time for all hours of the day. However, Deputies work a fixed shift with regularly scheduled days off. It is not possible to always match staffing level to the workload as it can vary significantly throughout the day and by day of week. The fixed schedules used by all police departments do not allow a police manager the ability to reduce the staffing level during a “slow” night, or routinely call in additional Deputies to work if a shift becomes busy. However, multiple shift start times and other units that support Patrol operations such as Traffic Units and the Special Enforcement Team can help handle urgent calls for service during peak workload hours. OCSD currently uses a “late days” start time for two Deputies, beginning their shift at 9:30 a.m.

The OCSD generally uses a “team concept” where most Deputies and Sergeants work the same days and hours each shift. This is a law enforcement “best practice” as it provides more consistent supervision and greater accountability of staff – a necessary component for effective delivery of police services.

Due to the high level of time committed to calls for service between 8:00 a.m. and noon (approximately 65%), the project team recommends that OCSD should discuss and evaluate options to improve the proactive time level during these hours

(approximately 35%) in an attempt to increase it to at least 40%. This discussion should include the possibility of increased field management of calls by the supervisors during these hours, and the feasibility of moving up the shift start time for the "late days" Deputies to 7:30 a.m. Although the proactive time level during the late evening hours (8:00 p.m. to 10:00 p.m.) is only five percentage points higher (43%) than the daytime proactive level, it is still an option to consider. The discussion and evaluation of this issue by OCSD staff will itself raise the awareness level of Sergeants and Deputies to this issue. A subsequent analysis of the proactive time level should be conducted in six months to determine if there has been improvement to the percentage proactive time.

This information provided by the CAD data workload analysis provides police managers with valuable information regarding workload demand, but these calculations are only part of the information needed to determine an appropriate staffing level. When making projections regarding Patrol staffing needs, the second and third year of CAD data analysis will begin to reveal a historical trend and more reliable analytical workload data results. In subsequent years the OCSD should continue to evaluate and conduct data analysis for Laguna Hills to determine if the workload, performance, and productivity of its staff are at acceptable levels.

Other factors, in addition to the calls for service workload, that should be considered when determining a staffing level include: management's expectation of Patrol Deputies to be engaged in pro-active patrol and targeted patrol tasks (e.g., traffic safety enforcement, security checks, foot patrol, addressing identified community concerns, school visits, etc.), the amount of community policing efforts to be conducted during regular patrol shifts, the frequency of emergency calls of a serious nature, the

number of actual critical incidents, availability of mutual aid, the level of criminal activity, the number of new Deputies in the field training program, general “community safety” perceptions and concerns, prudent risk management considerations, recommendations from police managers based on their experience, additional tasks that may be required of Patrol in the near future, and a staffing level that reasonably meets officer safety requirements.

The establishment of a minimum staffing level should be done by all police departments as part of a reasonable risk management plan. Even during the hours when the call volume is normally low and the amount of proactive time is high (approximately 73% from midnight to 8:00 a.m.) there must be a minimum number of staff on duty to meet officer safety concerns, respond to calls that do occur and also have the ability to handle a critical incident (requiring three to four Deputies and a Sergeant, which will require the assistance from another agency). The minimum staffing level is especially important during the nighttime hours, as no other Laguna Hills police personnel (such as Traffic Deputies or Detectives) are available to provide additional assistance quickly.

It is important to note that this is the first evaluation of Patrol workload, and again, that the CAD data does not capture all of Patrol Deputies’ work. Improving CAD tracking of Deputies’ time will provide more accurate data, and this same workload analysis should be conducted in 2014. This will augment the degree of confidence that the results closely reflect the actual patrol workload time commitment. The workload analysis in the second and subsequent years will also show workload trends that will assist managers in making staffing deployment decisions.

The effective use of resources in call handling within Laguna Hills leads to a discussion in the next section regarding the sharing of police resources in southern Orange County.

Recommendations:

The OCSD should discuss and evaluate options to increase the amount of proactive time between 8:00 a.m. and 4:00 p.m., including improved field management of workload and the feasibility of changing the shift starting time to 7:30 a.m. for the two “late days” Deputies.

Annually review patrol staff workload for each four hour time block to ensure that a reasonable amount of proactive hours are available throughout the day.

(4) OCSD Contract Cities and Regional Policing Services – Ensuring Laguna Hills Receives its Contracted Police Services.

The project team recognizes that the cities that contract with OCSD in southern Orange County are individual contracts, and OCSD assigns staffing based on those individual contacts and compensation paid to OCSD. However, because OCSD is the law enforcement service provider for most of the communities in southern Orange County, it is in a unique position to operate on a regional concept in providing law enforcement services to each community. The project team believes that this practice is beneficial to Laguna Hills and the other contract cities – in theory, it reduces the overall cost of police services, as it allows a lower level of daily staffing in each contract City. The staffing must be sufficient to handle the regular/routine workload but when several unusual or emergency incidents occur in Laguna Hills, the City can “borrow” Deputies from neighboring Cities to handle the incidents (as long as the Deputies are not needed in their primary jurisdiction). Likewise, when another contract City needs additional resources to handle an emergency incident they can “borrow” Deputies from Laguna Hills to respond into their City (as long as the Deputies are not needed in Laguna Hills).

In effect, this is an “automatic aid” agreement that OCSD employs, which is what almost all regional and municipal Fire Departments have adopted over the last 20 years.

As shown earlier in this report, in 2013 Laguna Hills Deputies responded to 1,930 calls outside of Laguna Hills (either as the primary or backup unit). However, Deputies from other communities reciprocated by responding to 2,086 calls in Laguna Hills (either as the primary or backup unit). These numbers for 2013 indicate that the regional policing approach employed by OCSD is well balanced for Laguna Hills, as the City is receiving approximately the same amount of assistance as it is providing. As recommended earlier in the report, field supervisors should manage (i.e., reduce) the number of cross-city responses to lower priority calls for service.

An important related issue is that the Patrol Sergeants must be in the field a sufficient number of hours during the shift to ensure that Deputies assigned to Laguna Hills remain in Laguna Hills – absent a specific need to respond to a call outside of the City. The Chief should ensure that resources paid for by Laguna Hills, as much as possible, remain in Laguna Hills to answer calls and conduct proactive patrol when they are available during the shift. It is a critical issue to ensure that Sergeants are properly managing field resources toward this outcome – administrative responsibilities that reduce their time in the field should be minimized and assigned to the Administrative Sergeant whenever possible (see recommendations in Chapter 3). Field management of police resources as part of a community police philosophy and formal program will also be discussed later in this report.

In this light, it is important that the OCSD routinely evaluates the emergency and routine workload volume in each contract City and provide the information to Laguna

Hills so that Laguna Hills managers understand the level of regional responses both out of and into Laguna Hills and that Laguna Hills, or another contract City, does not routinely provide more services to neighboring Cities than it receives.

Finally, there is the issue of Laguna Woods. As a smaller community, their law enforcement contract is for a more limited service, not an around-the-clock operation. Laguna Woods does not have any Deputies on duty between 11:30 p.m. and 5:30 a.m., and all calls that occur are handled by other OCSD Deputies, primarily those assigned to Laguna Hills and Aliso Viejo. This means that Laguna Woods benefits from the 'surplus' proactive time which Laguna Hills experiences during the early morning hours.

As a result of this shared service, there is a separate shared coverage for night time coverage of Laguna Woods with Laguna Hills in which Laguna Hills receives a contract "credit" of \$88,000 for a portion of the assistance for late night calls and coverage. Laguna Woods receives not only coverage for calls for service around-the-clock, but coverage, standby, and proactive efforts from Laguna Hills. Because of this, the credit should be greater than the amount currently charged back.

The level of support for the services provided to Laguna Woods should recognize that for one shift there is a unified "police district" which includes both Laguna Hills and Laguna Woods of equal benefit to both communities. Such a sharing would result in 50% of the costs of one Sergeant and one Deputy being charged back. Not even allowing for relief, a cost sharing of a Sergeant and Deputy on this basis would be approximately \$241,236 to each community. This amount is approximately \$153,000 greater than currently credited to Laguna Hills from Laguna Woods, but is justified

based on the value of the coverage, standby and pro-activity received by Laguna Woods.

Recommendations:

Adopt a process to enhance delivery of proactive patrol services. The Chief and Sergeants should develop "problem oriented" or "issue oriented" plans that identify specific tasks/projects that can be worked on or accomplished when proactive time is available during a shift.

Ensure that Laguna Hills resources are reactively and proactively handling the workload in Laguna Hills and only respond outside of the City as reasonably necessary. The Chief should be tasked with ensuring that the Sergeants manage field resources to accomplish this goal.

Explore alternative cost sharing arrangements with Laguna Woods for the true value of the coverage and pro-activity received from Laguna Hills for late night law enforcement services.

6. ANALYSIS OF WORKLOAD AND PERSONNEL STAFFING REQUIREMENTS FOR PATROL.

The table in the previous section described the current Patrol staffing level and the number of hours required to handle the community-generated work (calls for service, reports, and bookings) in Laguna Hills. This section utilizes this data to evaluate the staffing level needed at the average of 50% proactive time and also for a targeted 45% and 40% proactive time levels. The results of these staffing level projections are discussed in the context of the total workload, specific expectations of the Patrol Deputies during their shift to conduct significant officer-initiated activity, and assigned officer-initiated tasks (e.g., security checks), and the overall service level desired.

The table below uses the employee and workload data to calculate the number of Deputies required to handle the community-generated workload, attend training, and perform necessary administrative tasks.

Staffing Projections Based on Workload	Hours/FTEs
1. COMMUNITY GENERATED WORKLOADS	
Calls for service (one year)	9,490
Handling Time – First Unit from Dispatch until Officer clears call	5,436
Handling Time – Backup Deputies	2,664
Number of Reports Written	2,173
Total Time for Report Writing	1,630
Number of Bookings	388
Time to Process Bookings	970
Total Time Needed to Handle Workload	10,699
2. Additional Hours for Preventive Patrol & Officer Initiated Activity	
To Provide 50% "Proactive Time" Level	10,699
To Provide 45% "Proactive Time" Level	8,754
To Provide 40% "Proactive Time" Level	7,133
3. Total Time Required for Reactive & Proactive Work	
To Provide 50% "Proactive Time" Level	21,399
To Provide 45% "Proactive Time" Level	19,453
To Provide 40% "Proactive Time" Level	17,832
4. Availability of Staff	
Annual Work Hours	2,171
Leave Hours (vacation, sick, WC, etc.) and On-Duty Training	(345)
Administrative Tasks – 120 minutes per shift for Deputies	(292)
Backfill OT Worked	169
Net Available Hours	1,703
5. Deputies Required to Handle Workload	
To Provide 50% "Proactive Time" Level	12.6
To Provide 45% "Proactive Time" Level	11.4
To Provide 40% "Proactive Time" Level	10.5

The table above shows the minimum number of Deputies required to handle the call for service workload and administrative tasks at the various "proactive time" service level targets. The above calculations show that the a targeted 50% proactive time service level requires approximately 13 Deputies and a targeted 45% proactive time service level requires approximately 11 Deputies.

In smaller police agencies such as Laguna Hills, where the 12 Deputy maximum staffing level on Patrol is also the minimum staffing level, it does not provide the discretion to target a lower proactive time level (e.g., 40%) to realize cost savings – a minimum of 12 Deputies are needed to staff Patrol. However, when the staffing level in small agencies such as Laguna Hills also results in an effective level of proactive time (48% in 2013) it provides the opportunity, and also the challenge, to make effective use of staff with the available proactive time during the hours of the day that have a high level of proactive time.

The current staffing level of 12 Deputies – plus the two Deputies assigned to the Special Enforcement Team and the School Resources Officer – is sufficient to provide a high level of service to the community, provide for officer safety and have a desirable amount of time for proactive activities.

Recommendation: Maintain the current Patrol Deputy staffing level of 12 Deputies.

7. TRAFFIC ENFORCEMENT UNIT – MOTOR DEPUTIES.

Laguna Hills staffs three Deputies that work 10.5 hour shifts four days a week, covering Monday – Friday from 6:30 a.m. to 8:00 p.m. They provide traffic enforcement and traffic accident investigation for the City. Traffic accidents are also frequently investigated by the Community Services Officers, and when a fatal or major injury accident occurs, the OCSD also has a Major Accident Reconstruction Team (MART) that can respond to handle or assist in the investigation.

The three Deputies assigned to Motors all receive initial and ongoing training in motorcycle riding. The Motor Deputies in Laguna Hills are primarily supervised by the on-duty Patrol Sergeant but are also supervised one day a month by the Mission Viejo

Motor Sergeant that oversees their initial and monthly training and motorcycle handling skills (Laguna Hills pays 5%, or about \$4,700, of the cost for this Motorcycle Sergeant).

(1) Motor Unit Workload and Performance.

The primary role of the Motor Deputies is to provide traffic safety enforcement in Laguna Hills. They work intersections and streets where there have been a high number of traffic accidents in an effort to reduce accidents. They also respond to complaints from members of the public and provide appropriate traffic enforcement in response to these complaints. Traffic related issues were one of the top items mentioned by residents in the community focus group and in the online survey – traffic related issues are typically a primary, if not top, topic of complaints from residents in suburban communities.

The project team obtained the number of citations written by the Motor Officers (written warnings are not issued, only verbal warnings are given) – there was a total of 1,991 traffic related contacts documented in 2013 (1,714 citations issued and 277 arrests). While there are three Motor Units authorized for Laguna Hills, for almost all of 2013, there was an average of only one Motor Unit working in the City. A Deputy works an average of 146 shifts annually and, assuming that the total net hours of traffic enforcement for the year was the equivalent of only one Deputy, the 1,991 traffic contacts equals a production of 13.6 citations/arrests per shift. This production is above a ten citations per shift average, which is a “norm” or target commonly used by police departments when evaluating productivity of traffic units. Although productivity “quotas” or a set number of citations per shift cannot, and should not, be established, it is reasonable to expect that units specifically assigned to traffic safety enforcement will be

productive. Measures of productivity include the number of traffic stops, warnings issued, citations issued, arrests made, and traffic accidents investigated are all measures that can reasonably be used to evaluate productivity.

Another measure the project team uses to evaluate traffic safety and enforcement is the Traffic Enforcement Index¹¹ – it is an indicator of traffic enforcement effectiveness, which suggests that the ratio of injury accidents to the number of moving citations plus the number of DUI arrests should be in the 1:35 – 1:40 range. The relationship of enforcement and accidents is linked. The following table shows the Laguna Hills index utilizing 2013 data:

2013 Traffic Enforcement Index

Citations	2,199
DUI Arrests ¹²	84
Total	2,283
Fatal / Injury Accidents	111
Traffic Enforcement Index	1:20

As this table shows, Laguna Hills is at 1:20, below the desirable range of 1:35 – 1:40, indicating that there is an opportunity for the OCSD to increase traffic enforcement by Motor Units as well as by Patrol Deputies.

The following table summarizes the variance between current number of citations issued and the number of citations that would need to be issued (without any decrease in injury accidents) to attain the desirable ratio between 1:35 and 1:40:

¹¹ Developed by the Northwestern Traffic Safety Institute

¹² This number is estimated at 15% of the total number of arrests (561).

Performance Target	Target Number of Citations + DUI Arrests	Current # of Citations + DUI Arrests	Actual Variance
1:35	3,885	2,283	(1,602)
1:40	4,440	2,283	(2,157)

As this table shows, the Laguna Hills Deputies would need to issue approximately 3,885 moving citations/warnings per year to reach the minimum target range for traffic enforcement and to attain the high target range 4,440 moving citations/warnings per year would need to be issued. Laguna Hills's performance has been a consequence of two factors:

- Being down by as much as two Motor Officers during the year, and
- Patrol deputies not as involved in traffic duties as they could be, especially with being low on traffic enforcement personnel.

To be at the low end of the TEI range, Laguna Hills's Deputies would have needed to have generated an additional 1,600 citations or DUI arrests above the 2013 level. This number, 3,885 citations/arrests, is reasonably achievable with two Traffic Officers working the entire year. Three full time Traffic Officers should easily exceed the top end of the TEI benchmark range being achieved. In the absence of these dedicated traffic resources, patrol deputies would have needed to generate only four citations per day last year (on a 24/7 basis). This is a modest expectation given the amount of proactive time available for patrol personnel. Traffic personnel expectations for patrol personnel involvement in traffic enforcement needs to be strengthened.

Recommendation: Laguna Hills Deputies should increase the number of citations or warnings issued.

(2) Evaluation of Using Motorcycles vs. Cars for Traffic Deputies.

Police agencies that have a dedicated unit for traffic safety, enforcement and traffic accident investigation typically outfit and train the officers in the unit to ride motorcycles. There are a variety of reasons for selecting vehicles or motorcycles for a traffic unit. One of the first items is the costs “per unit” – in Laguna Hills the cost for a Motor Deputy is higher than the cost of Deputy in a vehicle. The additional cost is for the extra pay received by the Deputy riding a motorcycle (\$5,159 annually); additional training that is required to become a Motor Deputy (four to five weeks) and monthly skills maintenance training (approximately eight hours). The initial training cost is not necessarily born by Laguna Hills as in some situations a new Laguna Hills Motor Deputy may already be trained on motorcycles.

The initial purchase of the motorcycle, fuel, and maintenance are additional costs paid for by Laguna Hills. The project team estimated a six year life for a motorcycle, which requires (assuming a three motorcycle unit) purchasing a new motorcycle every two years (current cost is \$16,600). Actual costs for maintenance and fuel were used to show overall estimated annual costs in the following table¹³:

Year	Maintenance	Fuel	Purchase	Extra Pay	Total
FY 11/12	24,220	6,124	13,300	15,477	59,121
FY 12/13	23,320	5,493	13,300	15,477	57,590
FY 13/14	15,229	3,074	13,300	15,477	47,080
Total	\$62,769	\$14,691	\$39,900	46,431	163,791
3 Yr. Average	\$20,923	\$4,897	\$13,300	\$15,477	\$54,597

As this table shows, the maintenance and fuel costs have decreased over the last two years – this is primarily due to the vacancies in the unit in calendar year 2013.

¹³ Maintenance and fuel costs for April – June 2014 were estimated based on the average monthly cost for the first nine months of the fiscal year.

Because of this, it is best to use the FY 11/12 annual cost of just under \$60,000 to approximate the additional annual costs of a three person Motor Unit – an average of \$20,000 per Motor Unit (additional cost above a traffic unit in a car). In addition, there are fractional supervisory costs of \$4,700 per year.

Cost is the most tangible item, but there are other tangible and somewhat intangible items that should also be evaluated. The following points summarize why most agencies still choose to employ motorcycles as the primary vehicles used in traffic safety units:

- A motorcycle can often get through traffic more quickly than a patrol vehicle, which sometimes results in a faster response time to incidents.
- Better maneuverability in traffic, increasing their ability to make a traffic stop on the violator that may not have been able to be apprehended by a car.
- Motor Units are excellent vehicles for crowd monitoring/control.
- High visibility acts to curb bad behavior and can be a deterrent in the prevention of traffic accidents.
- Motor Units can provide highly visible traffic monitoring and enforcement as well as covert monitoring/enforcement.
- Motor Officers have better visibility of traffic and their surroundings as they sit higher than in a car.
- A motor unit in a suburban environment often has the ability to provide enforcement in areas where a patrol vehicle would be too large to stop/park and observe traffic violators.
- Greater ability to follow a fleeing suspect who is on a bicycle or on foot as a motorcycle can access bike and pedestrian paths, maneuver through gates, etc. Additionally, motorcycles can more easily pursue a fleeing suspect in heavy traffic.
- A motorcycle often results in greater interaction with the public in non-enforcement situations as members of the public are more likely to comment and initiate conversation with a motorcycle Deputy (this necessitates Motor Deputies

expressing a friendly demeanor, and willingness to engage with members of the community).

- Motor Units are commonly used in parades, festivals and community events.
- Job enrichment – a Motor Unit provides additional opportunity for Deputies to be a member of an elite specialty unit, learn new skills, and serve the community in a different capacity.

The items listed above are the most common reasons given regarding the benefits of using motorcycles. However, there are several other factors and information items that should be considered:

- A Deputy has a greater likelihood of injury when driving a motorcycle than in a car, which is the primary reason that initial training and monthly skills training is very important; in some situations it is also possible that a Deputy on a motorcycle would avoid being involved in an accident (reasons include greater maneuverability or smaller size of the vehicle, depending on the situation).
- In inclement weather, Motor Officers either have to use cars from the vehicle “pool” or work on other tasks. Although the weather is not a significant factor in Southern California, it does impact motorcycle operations at least several days a year.
- Finally, a reasonable performance measure is still an average of ten citations/warnings per shift, whether a Traffic Deputy is assigned to a car or on a motorcycle. Overall, the general preference of the individual agency is the primary determining factor in whether motorcycles or cars are used in the traffic enforcement unit.

A staffing level of three traffic units in communities such as Laguna Hills is a reasonable number to fund, but there is not a benchmark guideline to determine a specific staffing level that is appropriate for a community. Each unit will be able to accomplish proactive traffic enforcement, including specific traffic safety projects in the field, writing citations, issuing warnings, investigation of complaints and related enforcement, and investigating traffic accidents. In difficult economic times cities often

reduce the number of specialty positions such as Motor Units to reduce expenses. The project team recommends continuing to fund traffic officers and motorcycles.

However, if it is desirable or necessary to reduce expenses the project team recommends retaining two units, as they often support each other in traffic enforcement operations and would not normally need to rely on Patrol Deputies for assistance. A reduction of one Deputy would result in an annual savings of approximately \$240,000 (\$220,281 salary/benefits plus the \$20,000 Motor Unit cost). Additional savings could be achieved by eliminating funding of the motorcycles (\$20,000 per motorcycle). As an alternative, explore sharing the cost of a motor officer with another contract community.

Recommendation: Maintain existing approaches to traffic enforcement as long as the City supports the current level of overall enforcement.

3. EVALUATION OF ADMINISTRATION, INVESTIGATIONS AND CRIME PREVENTION SERVICES

The other work units in OCSD – Laguna Hills are the Investigators, the Directed Enforcement Team, and the Crime Prevention Specialist, which are discussed in the following sections.

1. ADMINISTRATION OF LAGUNA HILLS POLICE SERVICES.

Laguna Hills has one Lieutenant that functions as the Police Chief for the City and an Administrative Sergeant that assists the Chief in all functions and operations of the Department (refer to Appendix D for the primary roles and tasks of the Chief and Administrative Sergeant).

The Chief is responsible to maintain close working relationships with the Laguna Hills City Manager and Assistant City Manager. The Chief interacts with them regularly regarding general information and issues, operational issues, resolve problems, receive guidance on City preferences, etc.

The Chief also has a wide variety of meetings and events to attend in Laguna Hills, in southern Orange County and as part of OCSD management. One of the most important functions of the Chief is to coordinate with the other Chiefs in the southern Orange County region. These meetings are used to discuss common issues and coordinate resources among the contract cities. Additionally, since the Cities of Laguna Hills, Aliso Viejo and Laguna Woods share costs of the same resources, the Laguna Hills Chief has almost daily contact with the other two.

The Administrative Sergeant is another primary liaison to Laguna Hills staff as the Sergeant's office is in Laguna Hills. Due to the fact that only one person is in this position, the Sergeant performs a wide variety of functions – law enforcement, administrative, training coordination, and even some clerical functions as needed.

Currently, field Sergeants are responsible for managing the patrol shift schedule and receiving complaints from members of the public (when the Administrative Sergeant is on duty). Both of these tasks, particularly the patrol shift schedule, take a good amount of time on a daily basis, and often keep field Sergeants off the streets and in the office. The project team believes that the Administrative Sergeant has the capacity to handle this additional workload and, consistent with the role of an Administrative Sergeant's position, should be the primary person to handle these tasks (with assistance from field Sergeants as necessary). Shifting these tasks to the Administrative Sergeant will allow field Sergeants to spend more time in the field supervising Deputies, calls for service and other incidents, and also providing direction and coordination of proactive time. This is their primary role and the best use of their time.¹⁴

Although the OCSD model for contract cities staffs an Administrative Sergeant position in each city, if the budget must be reduced one option is to evaluate the feasibility of sharing an Administrative Sergeant position with another City. However, this change may not allow the additional job tasks (discussed above) to be moved to

¹⁴ Field Sergeants are also tasked with reviewing use of force incidents which includes obtaining audio/video of the incident and written reports. This takes additional time and the OCSD should try to reasonably minimize this review as much as possible.

this position. This would result in an annual salary and benefit cost savings of \$133,211 (50% of one Sergeant).

There are other options for the City to consider in accomplishing most or all of the job tasks performed by the Administrative Sergeant. Hiring a permanent part time civilian and/or retired Sheriff's Deputies or Police Officers are viable options that other cities have used to accomplish administrative tasks, emergency preparedness, crime prevention and follow-up investigative work that can be conducted from the office¹⁵. Another approach would be to hire two Extended Part Time (EPT) positions at a cost of approximately \$140,000 versus \$262,995 for a Sergeant.

Recommendations:

Move the primary responsibility for patrol scheduling and receiving initial complaints from members of the public to the Administrative Sergeant.

Evaluate the feasibility of sharing the Administrative Sergeant position with another willing contract City. Estimated salary/benefits cost savings of \$131,211. As an alternative, evaluate the feasibility of hiring two Extended Part Time positions to handle these duties.

2. INVESTIGATIONS.

This section provides summary workload activities for the Investigators assigned to Laguna Hills. Their office and supervising Sergeant are located in the South County Operations Center.

The primary task of the Detectives is to follow-up on crimes or serious incidents that have occurred in Laguna Hills. All Laguna Hills cases are reviewed by a supervisor and then all of the cases are given to the Investigators for follow-up if there are any

¹⁵ Huntington Beach Police Department is one Department in Orange County that employs both civilian investigators and retired police officers.

leads, or to be inactivated. Any cases that have a lead that would reasonably lead to a suspect responsible for the crime will be followed-up.

The table below shows the number of “active” cases for the two investigators for Laguna Hills. All investigators are “generalists”, meaning they are assigned both persons crimes and property crimes to investigate. An “active” case is where on-going follow-up investigation is being conducted (some investigative activity has been conducted in the past 30 days). Each Detective also had several “pending cases” where they are waiting for Crime Lab analysis, fingerprint comparison or it has been sent to the prosecutor to review for criminal charges. When information on a pending case is received it will require some additional work, become an active case again or the case will be closed:

Detective Caseload

Detective	Active Cases	Comments
1	12	32 other cases were closed in the last 30 days
2	7	Primary investigator for child abuse cases

Each investigator is typically able to begin working their cases within a few days of it being assigned, and if the case is high priority, they will begin working on it immediately.

Case levels as shown above are consistent with caseload standards developed and utilized by this project team. Generalist detectives should, on average, be able to handle ten to 15 active cases. This assumes a mixture of person and property crimes, as well as a variety of tasks directly associated with cases (e.g., interviews, crime scenes) as well as indirect (e.g., case support and court time). At an average of about ten cases, Laguna Hills’s detectives are at the low end of an acceptable range.

Recommendation:

Maintain two Investigator positions for the follow-up of crimes occurring in Laguna Hills.

3. THE DIRECTED ENFORCEMENT TEAM SUPPORT INVESTIGATIVE FOLLOW-UP.

One important and fairly unique proactive and investigative function that Laguna Hills participates in is the Directed Enforcement Team – it is a South County team made up of one Sergeant, one Investigator, and nine Deputies (one from each South County contract City¹⁶). The Sergeant and Investigator are positions supplied by OCSD.

The Laguna Hills DET Deputy works closely with the Laguna Hills Investigators following-up on reported crimes. This includes conducting needed case follow-up in the field (e.g., surveillance of a suspect in the case) and also being given cases for the DET to work as it will require the effort of several Deputies or more to develop leads on a case where a suspect may not be known but the crime(s) fit the behavior of known criminal suspects in the Laguna Hills area. Investigative follow-up of cases in Laguna Hills and the other contract cities comprised an estimated 80 – 90% of the Directed Enforcement Team's work effort.

They also will work to address crime trends in the communities or a series of crimes that may have occurred (e.g., burglaries in early 2014) by searching for suspects and/or conducting surveillance over multiple days. They also are proactive in addressing specific crime problems, visiting and conducting searches of persons on probation and parole, and any other specific crime related issues in the contract Cities.

¹⁶ Laguna Hills, Laguna Niguel, Lake Forest, Aliso Viejo, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano and Dana Point.

4. CURRENT CRIME PREVENTION PROGRAMS, COMMUNITY ENGAGEMENT AND COMMUNITY POLICING IN LAGUNA HILLS.

This section examines the existing crime prevention programs in Laguna Hills and also adopting a formal community policing program.

(1) Crime Prevention Programs in Laguna Hills and Information Provided to the Community.

The City currently funds one Crime Prevention Specialist (CPS) position that works closely with the Administrative Sergeant and Chief to accomplish general crime prevention tasks and programs for OCSD in Laguna Hills. This position is responsible for the Neighborhood Watch Program (about ten active groups), the annual Community Emergency Preparedness Academy for residents, and a variety of routine tasks and special event planning (see Appendix D for details).

This position is currently under contract with OCSD, but it is feasible that Laguna Hills could provide these services with a City employee. However, the City currently pays \$92,076 for this position, and a detailed analysis would need to be done to determine if there would be realistic cost savings to provide these services “in house”. As mentioned above, one viable option is the employment of part time retired deputies or officers for this work, as well as the hiring of full time City employee.

The job tasks of the Crime Prevention Specialist are fairly common ones for this position, and the project team believes that this position could also be used to assist in addressing a desire expressed by residents at the community focus group and in the online survey – the need for additional crime related and crime prevention information being provided to them.

Although most residents will not take the time to regularly follow crime and crime prevention related information from the City or OCSD, all residents will become very interested if they are a victim of a crime, or when a significant crime or series of crimes occurs in the community where they reside. When these events occur, most residents want to be able to access a level of detail about events in their community. Currently, the City distributes a quarterly newsletter that is mailed to all dwellings in Laguna Hills, but this newsletter will not meet the need of residents in the situation just described. The City's website does not contain any information on how police services are provided in Laguna Hills, crime related information, or a link to the OCSD website. The OCSD website has a specific page for the Laguna Hills patrol area, but the information is fairly basic. The crime statistic page only allows queries by street, month, and year, which provides basic call for service information. Information regarding a summary of the crimes that occurred in Laguna Hills for the year is not available, registered sex offender information (or a link to the state website) is not provided, nor are press releases, crime alerts, or information regarding crime trends. Most residents with a general or specific need for crime related information should be able to go to both the Laguna Hills website and the OCSD website to obtain the information mentioned above.

(2) Laguna Hills Should Adopt a Community Policing Philosophy.

Community policing is a philosophy of policing that may easily be combined with a problem-solving approach. This is referred to as Community Oriented Policing and Problem Solving (COPPS). Community policing reflects collaboration between the police and the community in which problems are identified and solved. Commitment to a community policing philosophy requires an organizational focus in order to identify and

implement its basic tenants. Laguna Hills and OCSD should begin to identify community issues or problems in a structured manner, as this is one of the core principles of the COPPS program.

For any effective community policing approach, two components must be in place:

- **Community partnership.** This may be accomplished through deputy-citizen interaction through neighborhood contact teams, town-hall meetings, and daily contacts by deputies with the public. It is also imperative that supervisors and the Chief engage in these contact activities. Community partnership allows members of the community to be engaged and have some influence over which problems are dealt with by the police and which resources are utilized.
- **Problem identification and solving.** Problems need to be identified analytically, not anecdotally, through crime analysis. Once identified, deputies need to be assigned to addressing the problems identified, and made accountable for them.

Crime analysis is a key component of problem identification. The optimal situation is to have a full-time "regional" crime analyst where the cost is shared by all or a portion of the contract cities (this is the most realistic option to consider). This position would focus on the following:

- Developing full knowledge of available computer systems to facilitate an understanding of the data that provide useful information.
- Creating a set of reports that are provided throughout the Department on a daily, weekly and monthly basis summarizing the occurrence of crime, accidents, reports, etc.
- Learning the skills necessary to identify trends and analyze linkages between people and events.
- Be able to respond to requests for information generated both inside and outside the agencies.

Community engagement can be accomplished by assigning Deputies to specific areas as permanent or long-term assignments. The Deputies get to know their beats

and the members of the community through constant interaction. If this is coupled with a formal process whereby the Deputies profile their areas of responsibility through a beat analysis procedure, the result is a well-informed cadre of patrol personnel who collect data from the community regularly. Once the data is collected, Deputies may use a problem identification process to develop a plan of action including formal meetings with community members (to identify issues and goals and to report accomplishments).

For this to occur, OCSD, in partnership with Laguna Hills, must embrace this philosophy and formalize it as the operational philosophy. When this is in place, it will facilitate implementation and maintenance of crime analysis (resulting in “intelligence led” policing) and community policing in Laguna Hills.

The adoption of this program will provide the information needed for Patrol Deputies and the Special Enforcement Team Deputies to guide their proactive time in the field to make it more productive in crime fighting and also responsive to the expressed needs of Laguna Hills residents. As mentioned earlier in this report, Patrol Sergeants are a critical component of this process and must provide the field supervision to ensure that proactive time is well used.

Recommendations:

The Chief should be tasked with evaluating the possibility of developing a crime analysis process that fits the needs of the City, including the feasibility of sharing the cost of a crime analyst with other contract cities, or as an alternate assign the Crime Prevention Specialist some or all crime analysis tasks.

The Chief should be tasked with evaluating the feasibility of developing a problem-identification process to be used to guide efforts to serve the community's needs.

APPENDIX A – COMPARATIVE SURVEY OF POLICE SERVICES

This document provides a review of the survey conducted by the project team of police services in other cities in California comparable to Laguna Hills – this includes cities such as Laguna Hills that contract for law enforcement services and also cities that have their own police department.

1. INTRODUCTION.

The information and data collected for the purposes of the comparative survey chapter has been attained by our project team through a combination of documents received from the Orange County Sheriff's Department and online research. In the sections that follow, the information will be displayed in a comparative format, organizing cities into three groups in order to highlight the overall differences between each. Cities within the first group contract with the Orange County Sheriff's Department for police services, including Aliso Viejo, Laguna Hills, Laguna Niguel, Lake Forest, Rancho Santa Margarita, and San Juan Capistrano. The next group encompasses selected cities located in Orange County that provide their own police services, featuring Brea, Cypress, and Tustin. Finally, four cities outside of the County but within the State of California that have their own police departments, including Claremont, Los Gatos, Pacifica, and South Pasadena.

2. COMPARISON OF OCSD CONTRACT SERVICES.

The Orange County Sheriff's Department provides police services to cities within the County through contracts, which typically cover a period of either one or five years.

The total cost is determined by the level of service desired by a city in regards to general deployment levels, as well any possible special enforcement areas. Given that each city's contracted police force is not a self-contained department, the contract also supports the overhead costs of running the OCSD.

In the following sections, the project team provides a detailed analysis of the OCSD, examining the relative costs and benefits corresponding the level of police services rendered to each contract community served.

(1) Overview.

The following table presents the background data for each city in South Orange County that currently provides police services through contracts with the OCSD:

City	Population	3YR Growth	Area (sq ml)	Median Household Income
Aliso Viejo	49,493	3.5%	7.5	\$98,515
Laguna Hills	30,951	2.0%	6.7	\$85,594
Laguna Niguel	64,452	2.4%	18.9	\$100,589
Lake Forest	78,853	2.1%	17.9	\$93,127
Mission Viejo	95,290	2.1%	18.1	\$96,088
Rancho Santa Margarita	48,879	2.1%	13.0	\$102,975
San Juan Capistrano	35,360	2.1%	14.3	\$75,356
AVG	57,611	4.9%	13.8	\$93,178

- Laguna Hills has had a similar growth rate to other OCSD contract cities, as well as near the average median household income.
- In terms of total population and area, however, Laguna Hills is significantly below the group average, and is the lowest ranked in both categories.

It is important to note that while Laguna Hills is the smallest city included in this group of contracted cities, even smaller locations, such as Laguna Woods, are not included in the comparative survey.

(2) Crime.

The table below displays Part 1 crime statistics for 2012 in the major reporting categories in the selected group of cities – the first table portrays comparative Part 1 Person Crimes and the second table portrays Part 1 Property Crimes:

City	Homicide	Sexual Assault	Robbery	Agg. Assault	Total Violent	Total Per 1,000
Rancho Santa Margarita	0	2	10	15	27	0.28
Laguna Niguel	0	6	16	25	47	0.73
Aliso Viejo	0	0	6	37	43	0.87
Laguna Hills	1	4	12	12	29	0.94
AVERAGE	0	4	15	36	55	1.05
Lake Forest	0	8	20	79	107	1.36
Mission Viejo	0	3	28	42	73	1.49
San Juan Capistrano	0	3	13	43	59	1.67

City	Burglary	Larceny / Theft	Auto Theft	Arson	Total Property	Total Per 1,000
Rancho Santa Margarita	69	240	10	1	319	3.35
Aliso Viejo	102	300	13	0	415	8.39
Laguna Niguel	188	541	35	2	764	11.85
Lake Forest	227	798	63	4	1,088	13.80
AVERAGE	141	528	34	3	703	13.80
San Juan Capistrano	102	380	37	8	519	14.68
Laguna Hills	85	502	33	1	620	20.03
Mission Viejo	216	936	45	6	1,197	24.49

- With regard to violent crime, Laguna Hills is somewhat below the group average, despite having the only homicide in the group that year.
- However, in regards to property crime, Laguna Hills has the second highest rate in the group.

Despite these differences, however, all of the cities included in the survey have a relatively low rate of rate of both violent and property crime (in the major reporting categories) when compared to the national and state averages.

(3) Calls for Service.

The next table presents data for a full year on the total number of community-generated calls for service, not including deputy-initiated activity:

City	Population	Community-Generated CFS	CFS Per Capita
Rancho Santa Margarita	48,879	6,516	0.13
Aliso Viejo	49,493	8,355	0.17
Laguna Niguel	64,452	11,026	0.17
Mission Viejo	95,290	16,346	0.17
AVERAGE	57,611	10,519	0.18
Lake Forest	78,853	15,014	0.19
San Juan Capistrano	35,360	7,685	0.22
Laguna Hills	30,951	8,693	0.28

Laguna Hills has the highest number of calls for service per capita out of the group, at 0.28 calls per resident each year¹⁷.

Laguna Hills has the highest rate of calls for service per capita base on these CFS numbers; however, it is very unusual that Aliso Viejo with almost 20,000 more residents would have fewer total calls for service than Laguna Hills. Also, all of the cities ratio of calls for service per capita is lower than the .4 to .6 CFS range seen by the project team in other law enforcement studies throughout the United States. In a later section the comparison will be expanded to cities outside of South Orange County.

It is also important to note that this group does not include all of the OCSD contract cities (e.g. Dana Point and Yorba Linda).

¹⁷ OCSD provided the CFS data for all seven cities and the project team conducted a detailed analysis of the Laguna Hills data for this project – it revealed that approximately 30% of the CFS were not actually CFS (either no response times or Deputy initiated activities) – the actual number was 8,693. The scope of work for this project did not allow a detailed analysis of the other six cities CFS numbers and the raw CFS numbers for the other six cities was reduced by 20% to provide a more accurate comparison of workload.

(4) Staffing Levels.

Our project team has reviewed the current police services contracts of cities within OCSD and grouped positions together into general categories, which are displayed in the table below:

Positions	Alliso Viejo	Laguna Hills	Laguna Niguel	Lake Forest	Mission Viejo	Rancho Santa Margarita	San Juan Capistrano	AVG
Lieutenant	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Sergeant	3.04	3.08	5.11	5.14	5.74	4.07	5.08	4.46
Officer I / II	19.19	19.26	26.26	37.37	47.54	22.19	19.18	27.28
CSO / Parking / PSO	2.00	2.00	6.00	4.00	6.00	2.00	2.00	3.43
Support and Admin. Staff	4.36	3.56	5.66	6.26	8.10	3.17	3.67	4.97
% Sworn	78.5%	80.8%	73.5%	80.9%	79.4%	84.1%	81.7%	79.6%
% Civilian	21.5%	19.2%	26.5%	19.1%	20.6%	15.9%	18.3%	20.4%
Total Sworn	23.23	23.33	32.36	43.51	54.29	27.26	25.27	32.75
Total Civilian	6.36	5.56	11.66	10.26	14.10	5.17	5.67	8.40
Total Staff	29.59	28.89	44.02	53.78	68.38	32.43	30.94	41.15
Sworn Per 1,000	0.47	0.75	0.50	0.55	0.57	0.56	0.71	0.59

- The proportion of civilian personnel in Laguna Hills' police force, at approximately 19.2%, is only slightly below the group average of 20.4%.
- Among the cities included in the comparison, the range between the highest and lowest rate of sworn officers per 1,000 citizens is about 0.28.

While there are some variations between each city in the proportion of staff assigned to the area's population, these differences are relatively minor. This is likely due to the similarity in how each service area is set up, given that the same agency is being contracted.

(5) Cost of Services.

The following table displays cost figures for each department, including the level of sworn officers per capita, as well as total cost per capita:

City	Sworn Per Capita	Total Personnel Expenses	Total Cost of Services	Cost Per Capita
Aliso Viejo	0.46	\$6,298,035	\$6,678,535	\$134.94
Laguna Niguel	0.50	\$8,965,542	\$9,461,388	\$146.80
Rancho Santa Margarita	0.55	\$6,977,867	\$7,471,556	\$152.86
Lake Forest	0.53	\$11,432,518	\$12,692,874	\$160.97
Mission Viejo	0.56	\$14,366,639	\$15,830,649	\$166.13
AVERAGE	0.58	\$8,715,921	\$9,499,529	\$170.76
San Juan Capistrano	0.68	\$6,753,791	\$7,550,296	\$213.53
Laguna Hills	0.74	\$6,217,055	\$6,811,407	\$220.07

- Laguna Hills appears to spend the most on police services per capita out of the group. They also have the highest rate of sworn officers per capita.
- Aliso Viejo and Laguna Niguel have a much smaller percentage of the total cost of their services relating to total personnel expenses than other cities in the group, including Laguna Hills.

As was the case in the comparison of calls for service, Laguna Hills appears to edge out the other cities in its per capita costs, although this should be considered within the context of including cities that do not contract their police services, as a later section demonstrates.

(6) Arterial Highway Miles.

The table below displays the most recent figures for the total number of city maintained highway miles in cities that contract the OCSD:

City Maintained Arterial Highway Miles (2010 – 2013)

City	2010	2011	2012	2013	4YR Change
Aliso Viejo	14.89	–	14.89	14.89	0.0%
Laguna Hills	19.53	–	19.53	20.82	6.6%
Laguna Niguel	35.91	–	35.91	35.91	0.0%
Lake Forest	36.70	–	36.70	37.72	2.8%
Mission Viejo	43.46	–	43.46	43.46	0.0%
Rancho Santa Margarita	18.20	–	18.20	18.20	0.0%
San Juan Capistrano	18.92	–	18.92	18.92	0.0%
AVG	26.80	–	26.41	26.69	1.1%

- Laguna Hills is one of only two cities that have added additional miles to its total in the four-year period displayed in the table above.
- Additionally, Laguna Hills is currently below the group average by approximately 28%.

While arterial highway miles totals are not one of the main concerns regarding officer workload, they nonetheless contribute to considerations of patrol coverage and overall staffing. Laguna Hills' unique geography is also a unique factor in this, as two sections of the city are separated from each other, with just one road linking them together.

(7) Conclusion.

The comparison of cities within Orange County that contract for police services with OCSD has revealed several findings. The principal finding is that Laguna Hills spends more capita on police services than its counterpart contract cities. However, this is qualified by the fact that it also requires more responses to community-generated calls for services per capita than any of the other contracting cities included in the comparison. Together, these factors are due to its smaller residential population yet its greater daytime commercial population.

3. COMPARISON OF LAGUNA HILLS AND CONTRACTED POLICE SERVICES WITH MUNICIPAL POLICE DEPARTMENTS.

The next phase of the comparative survey is to include cities that do not provide police services through a contract with the Orange County Sheriff's Department or other sheriff in other counties. Within Orange County, they include Brea, Cypress, and Tustin. Outside of the county, our project team selected cities that are comparable to Laguna Hills, including Claremont, Los Gatos, Pacifica, and South Pasadena, all of which are located within the State of California. In cities that operate their own police services, municipal budget documents typically reflect individual costs on a detailed line-item basis, showing each position that is directly supported by municipal funds.

In order to provide an apples-to-apples comparison, each section will correspond to a matching table in the previous chapter.

(1) Overview.

Basic background statistics are displayed below for the outside cities included in the comparative city, including a review of those for Laguna Hills, as well as the average for contracting cities within South Orange County:

City	Population	3YR Growth	Area (sq mi)	Median Household Income
Laguna Hills	30,951	2.0%	6.7	\$85,594
AVG – Contract Cities	57,611	4.9%	13.8	\$93,178
Brea	40,330	2.7%	12.1	\$82,055
Cypress	48,799	2.0%	6.6	\$80,440
Tustin	78,049	3.3%	11.1	\$74,011
Claremont	35,457	1.5%	13.4	\$80,754
Los Gatos	30,141	2.4%	11.2	\$121,933
Pacifica	38,189	2.6%	12.7	\$96,014
South Pasadena	25,860	0.9%	3.4	\$84,185

- The cities range in population from 25,860 to 78,049, most of which have a median household income within the range of \$80,000 to \$90,000.

- South Pasadena, Cypress, and Claremont appear to be the most similar to Laguna Hills in a number of demographical areas.

The most significant finding in the table above is the fact that Laguna Hills is more similar to the non-contracting cities both within and outside of Orange County than it is to the contracting cities that are within the County.

(2) Crime.

The following two tables show Part I crime data for the other cities included in the survey, including Laguna Hills and the average of the OCSD contract cities group:

City	Homicide	Sexual Assault	Robbery	Agg. Assault	Total Violent	Total Per 1,000
Laguna Hills	1	4	12	12	29	0.94
South Pasadena	0	6	13	8	27	1.04
AVG – Contract Cities	0	4	15	36	55	1.05
Pacifica	1	5	9	27	42	1.10
Claremont	0	5	19	16	40	1.13
Cypress	0	2	17	37	56	1.15
Los Gatos	0	5	6	27	38	1.26
Tustin	0	11	36	67	114	1.46
Brea	0	2	23	49	74	1.83

City	Burglary	Larceny / Theft	Auto Theft	Arson	Total Property	Total Per 1,000
AVG – Contract Cities	141	528	34	3	703	13.80
Pacifica	148	382	48	3	578	15.14
South Pasadena	118	277	48	6	443	17.13
Laguna Hills	85	502	33	1	620	20.03
Cypress	183	771	64	3	1,018	20.86
Los Gatos	123	464	42	9	629	20.87
Tustin	240	1,282	131	9	1,653	21.18
Claremont	227	611	63	7	901	25.41
Brea	191	1,052	49	1	1,292	32.04

- Laguna Hills has a lower rate of violent crime per 1,000 than any of the non-contract cities included in the comparison, as well a property crime rate that is close to the non-contract average.

- Compared to OCSD contract cities, however, Laguna Hills has a significantly higher rate of property crime.

Earlier, in detailing the crime rates of OCSD contract cities, Laguna Hills was shown to have a violent crime rate in the middle of the group. However, the table above shows the City at the low end of the range when including other comparable cities.

(3) Calls for Service.

The following table displays the annual number of community-generated calls for service for each city, excluding all-officer initiated activity:

Category	Community-Generated CFS	CFS Per Capita
South Pasadena	19,754	0.76
Los Gatos	22,390	0.74
Claremont	24,742	0.70
Brea	22,810	0.57
Cypress	22,712	0.47
Pacifica	15,467	0.41
Tustin	23,815	0.31
Laguna Hills	8,693	0.28
AVERAGE – Contract Cities	10,519	0.18

- Cities in Orange County that have their own municipal police department have at higher rates of calls for service per capita than Laguna Hills.
- Cities outside of Orange County all have a significantly higher rate of calls for service than either Laguna Hills or the contract city average.

As with reported major crime data, when compared to non-contract cities as well as contract cities, Laguna Hills per capita workload levels are more 'average'.

(4) Staffing Levels.

The next two tables display the breakdown of staffing levels for Laguna Hills and other cities contracting to the OCSD compared with those of non-contracting cities:

CITY OF LAGUNA HILLS, CALIFORNIA
Review of Police Services

Position	Laguna Hills	Contract City AVG	Brea	Cypress	Tustin
Chief	0.00	0.00	1.00	1.00	1.00
Captain	0.00	0.00	1.00	0.00	2.00
Commander	0.00	0.00	0.00	3.00	0.00
Lieutenant	1.00	1.00	5.00	0.00	4.00
Sergeant	3.08	4.46	7.00	10.00	18.00
Corporal	0.00	0.00	0.00	0.00	0.00
Officer I / II	19.26	27.28	15.51	41.00	69.00
Cadet	0.00	0.00	0.00	0.00	0.00
CSOs / Parking / PSOs	2.00	3.43	5.51	9.00	16.00
Support and Administrative Staff	3.56	4.97	34.68	14.40	34.00
TOTAL – Sworn Officers	23.33	32.75	29.51	55.00	94.00
TOTAL – Civilian Staff	5.56	8.40	40.19	23.40	50.00
TOTAL PERSONNEL	28.89	41.15	69.70	78.40	144.00
Sworn Per 1,000	0.75	0.59	0.73	1.61	1.84
Line Duty Personnel / 1000	0.79	0.61	0.94	1.23	1.32

Position	Laguna Hills	Contract City AVG	Claremont	Los Gatos	Pacifica	South Pasadena
Chief	0.00	0.00	1.00	1.00	1.00	1.00
Captain	0.00	0.00	1.00	2.00	2.00	2.00
Commander	0.00	0.00	0.00	0.00	0.00	0.00
Lieutenant	1.00	1.00	5.00	0.00	0.00	0.00
Sergeant	3.08	4.46	4.00	6.00	7.00	7.00
Corporal	0.00	0.00	0.00	5.00	6.00	0.00
Officer I / II	19.26	27.28	26.00	25.00	17.00	26.00
Cadet	0.00	0.00	0.00	0.00	0.00	0.00
CSOs / Parking / PSOs	2.00	3.43	1.00	6.00	0.00	0.00
Support and Administrative Staff	3.56	4.97	22.00	13.90	5.00	15.00
TOTAL – Sworn Officers	23.33	32.75	37.00	39.00	33.00	36.00
TOTAL – Civilian Staff	5.56	8.40	23.00	19.90	5.00	15.00
TOTAL PERSONNEL	28.89	41.15	60.00	58.90	38.00	51.00
Sworn Per 1,000	0.75	0.59	1.04	1.29	0.86	1.39
Line Duty Personnel / 1000	0.79	0.61	0.86	1.39	0.79	1.28

- The use of non-sworn civilian staff in field operations appears to be far more prevalent in the non-contracting cities of Orange County, as evidenced by the “CSOs / Parking / PSOs” row of data in the tables above.

- The lack of upper-hierarchy sworn staff affects the comparison between contract and non-contract cities, as demonstrated by the table above.
- Non-contract cities, both within and outside of Orange County, have an average of 1.12 line duty personnel per 1,000 citizens.

Laguna Hills has far fewer sworn personnel per 1,000 citizens than any of the non-contract cities included in the comparison, although limiting the comparison to line duty personnel per 1,000 citizens narrows this gap considerably.

(5) Cost.

Budgets for police services in each city vary extensively, although as the next table shows, when expressed as a per capita rate this range is relatively smaller.

City	Sworn Per Capita	Total Personnel Expenses	Total Cost of Services	Cost Per Capita
AVG – Contract Cities	0.58	\$8,715,921	\$9,499,529	\$170.76
Laguna Hills	0.74	\$6,217,055	\$6,811,407	\$220.07
Brea	0.73	\$8,317,026	\$9,055,952	\$224.55
Pacifica	0.86	\$4,448,740	\$8,753,890	\$229.23
Claremont	1.04	\$4,448,740	\$8,753,890	\$246.89
South Pasadena	1.39	\$5,927,064	\$6,777,355	\$262.08
Tustin	1.20	\$20,906,700	\$23,342,720	\$299.08
Cypress	1.13	\$11,504,797	\$14,977,599	\$306.92
Los Gatos	1.29	\$10,871,484	\$13,492,116	\$447.63

- The average cost per capita of the seven non-contract cities is about \$288.05—approximately 30.9% greater than the cost per capita of Laguna Hills.
- This is balanced by the fact that sworn per capita numbers for OCSD contract cities, including Laguna Hills, have far fewer sworn police officers per capita (including sworn administrative staff) than the other cities, especially when compared to the non-contract cities within Orange County.

Compared with non-contract cities in Orange County, it is notable that both Laguna Hills and other contract cities appear to pay markedly less for police services on a per capita basis.

(6) Arterial Highway Miles.

The following table displays the non-state arterial miles totals for non-contract cities within Orange County, relative to the corresponding figures for Laguna Hills, as well as the OCSD contract city average:

City Maintained Arterial Highway Miles (2010 – 2013)

City	2010	2011	2012	2013	4YR Change
Laguna Hills	19.53	–	19.53	20.82	6.6%
AVG – Contract Cities	26.41		26.41	26.69	1.1%
Brea	20.58	–	20.58	20.57	0.0%
Cypress	24.83	–	24.95	24.95	0.5%
Tustin	36.26	–	38.56	38.56	6.4%

- The average total for non-contract cities is slightly higher than the OCSD contract city average, although not by a significant margin.
- Only Tustin has significantly more arterial miles of road.

A non-traditional comparative measure was developed based on this information – the number of sworn personnel per mile of arterial. While there are many analytical problems with this measure (e.g., it ignores other patrolled miles of road, it is more than road patrol deputies / officers, etc.) it is interesting to note that contract cities as a whole have far fewer sworn personnel per arterial road mile but that Laguna Hills is at the low end for contract cities.

Position	Laguna Hills	Contract City AVG	Brea	Cypress	Tustin
Total Sworn Officers	23.33	32.75	29.51	55.00	94.00
Sworn / Miles of Arterial	1.12	1.23	1.43	2.20	2.44

(7) Conclusion.

The charts and analysis contained in the previous group of sections demonstrate several key findings relating to the level and cost of service provided by the Orange County Sheriff's Department. Among cities that were included in the survey, those that have formed their own police department spend more per year on police services than those that have contracted these functions out to the county. Additional findings include, for example, that non-contract cities tend to rely more on non-sworn civilian staff to respond to low-priority calls and provide certain specialty services, such as parking enforcement.

4. OVERALL CONCLUSION.

In comparing the data between contract cities within South Orange County and those that either provide their own police services or are outside of the county, it is evident that Laguna Hills pays more capita than many of the other cities contracting to the Orange County Sheriff's Department. However, it is also clear that the Laguna Hills generally pays less per capita than comparable cities that do not contract their police services to the OCSD.

APPENDIX B – SUMMARY OF THE SURVEY OF RESIDENTS REGARDING POLICE SERVICES

As part of this study for the City of Laguna Hills, the project team conducted a community survey of the police services provided by the Orange County Sheriff's Department. Citizens were able to access the survey on SurveyMonkey.com through a link provided in the Orange County Register. The survey, which was anonymous, began by asking respondents to identify how long they have lived in the community, if they had been in contact with the Orange County Sheriff's Department within the last year, and whether or not this contact, if applicable, had been the result of a traffic stop. Following these introductory questions were a number of multiple choice questions which prompted respondents to rate a series of statements according to one of the following selections:

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree
- No Response

The final section asked respondents to identify any specific concerns, as well as provided the opportunity for respondents to add any comments or clarification to any of their answers throughout the survey.

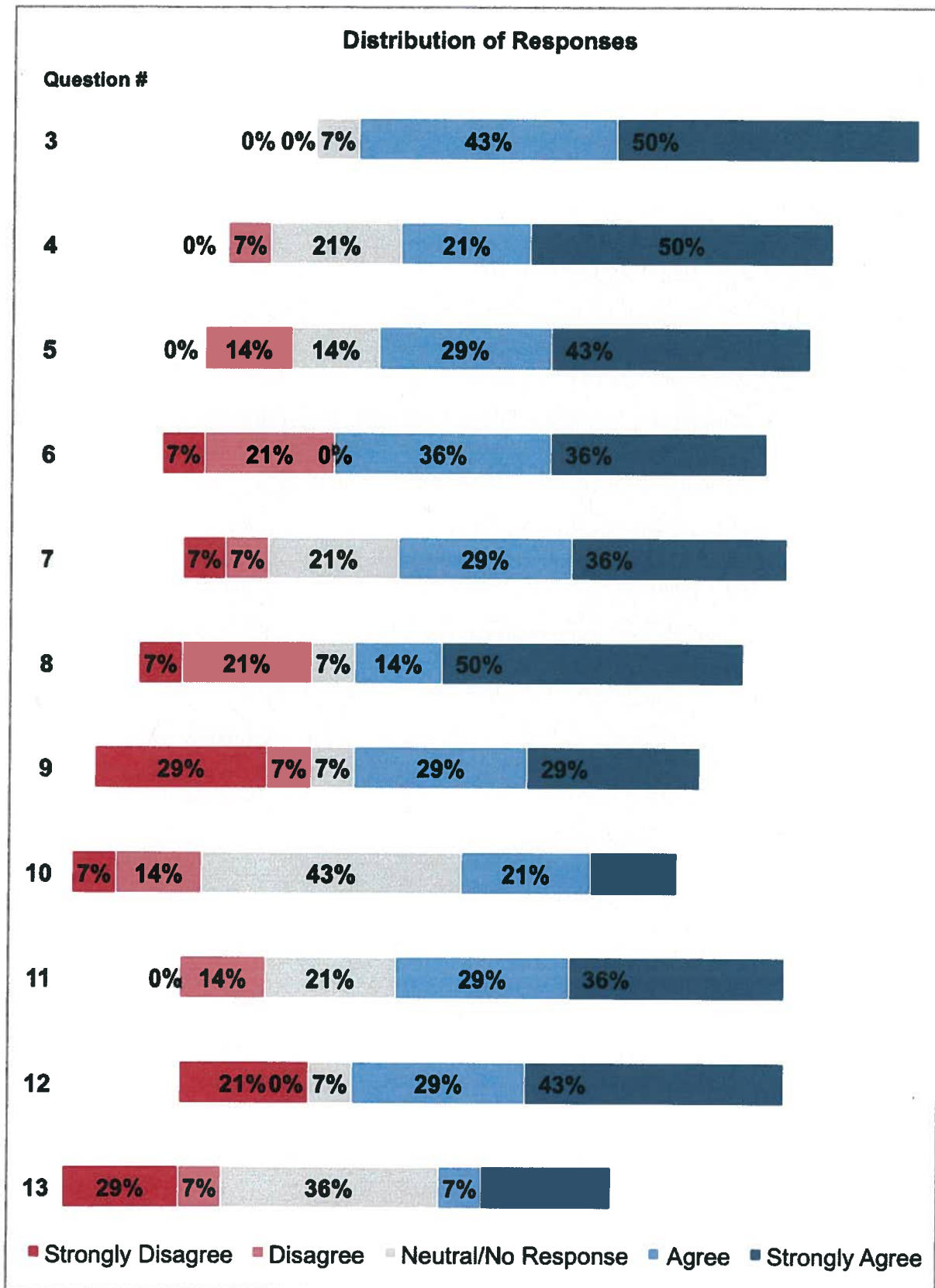
1. RESULTS OF THE COMMUNITY SURVEY.

Overall, a total of 14 individuals completed the survey– one respondent was eliminated from the results that had only responded to the first two background questions, answering none of the questions in the main sections. Of these 14 respondents, the average length of time they have spent in the community was approximately 15.3 years. About 69.2% of respondents have had contact with the Sheriff's staff in Laguna Hills within the last year; one-fifth reported that this contact was related to a traffic stop.

(2) Multiple-Choice Questions

The following table displays the response totals for each of the eleven multiple-choice questions contained in the survey:

#	Statement	SD	D	N	A	SA	NR	TOTAL
3	I feel safe in Laguna Hills.	0	0	1	6	7	0	14
4	The Sheriff's Department provides high levels of law enforcement service to Laguna Hills.	0	1	3	3	7	0	14
5	The level of law enforcement provided by the Sheriff's Department improves the quality of life in Laguna Hills.	0	2	2	4	6	0	14
6	Residents and merchants have a high opinion of what the Sheriff's Department does in the City.	1	3	0	5	5	0	14
7	Sheriff's Department staff are responsive to our law enforcement needs.	1	1	3	4	5	0	14
8	The Sheriff's Department does a good job anticipating service needs.	1	3	0	2	7	1	14
9	Sheriff's Department staff effectively communicate with the community.	4	1	1	4	4	0	14
10	Crime prevention programs in Laguna Hills are effective.	1	2	6	3	2	0	14
11	Deputies are prompt in responding to incidents in the community.	0	2	3	4	5	0	14
12	Deputies are approachable / easy to talk to.	3	0	1	4	6	0	14
13	Contract law enforcement is cost effective for our City.	4	1	3	1	3	2	14



- Although survey respondents were prompted with a scale from 'Strongly Agree' to 'Strongly Disagree', we have flipped the order for the sake of simplicity.
- Responses to multiple-choice questions were largely positive, with no question receiving a majority of ratings falling under either 'Disagree' or 'Strongly Disagree'.
- The most well-received statement was the first multiple-choice question, where about 92.9% of respondents indicating that they feel safe in their community (by selecting either 'Agree' or 'Strongly Agree').
- When asked to rate the effectiveness of the crime prevention programs in their community, approximately 42.9% of survey respondents selected 'Neutral' or 'No Response', indicating that they may not have knowledge that these programs exist.
- The statement receiving the most negative response focuses on communication with the community, with about 35.7% of respondents selecting either 'Strongly Disagree' or 'Disagree'.

Overall, the pattern of responses to the multiple-choice questions indicates a high level of satisfaction and confidence with the police services provided by the Orange County Sheriff's Department.

(3) Open-Ended Responses.

When respondents were asked to identify any specific crime types or services that concerned them, respondents selected the following:

Specific Concern	#	%
Other	8	57.1%
Speeding on Residential Streets	7	50.0%
Burglary	4	28.6%
Graffiti	4	28.6%
Violent Crime	3	21.4%
Traffic Collision	2	14.3%

- It is interesting that although half of all respondents identified speeding on residential streets was a primary concern, they did not feel the same way for

traffic collisions, for which only about 14.3% of respondents selected as a concern.

- Among the options presented, violent crime types combine for a total of only 7 selections– or approximately 50.0% of respondents.

Respondents were asked to clarify their answer if they had marked one of their selections as “Other”, generating a wide variety of different concerns. These included the following:

- Code enforcement
- Homeless persons, specifically in and around the community center
- Vehicles parked indefinitely on residential streets
- Traffic around schools
- Unnecessary force being applied by officers
- Excessive responses to calls (in terms of the number of units responding)
- Illegal squatting
- Double standard of officers regarding traffic violations
- Drug sales at the skate park

Overall, the only specific concern mentioned more than once by respondents related to the number and conduct of the city’s homeless population. Although the responses do not focus around a certain area of concerns.

2. CONCLUSION

Throughout the community survey, respondents brought up a variety of issues that relate to a wide range of topics. Although not without exception, the input was largely positive towards the services provided to Laguna Hills by the Orange County Sheriff’s Department.

It is important to note that the results of the survey are not intended to be considered findings or recommendations, but solely a reflection of the attitudes of a small sample of individuals within the community.

APPENDIX C – SUMMARY OF THE COMMUNITY FOCUS GROUP

As part this contract review project a Community Focus Group meeting was held at City Hall on February 12, 2014. A total of 16 people attended the meeting. Residents were provided a summary of the project and asked to provide their comments regarding the questions and any other related issues, concerns, perceptions and suggestions for improvement.

1. Focus Group Questions.

The residents were asked the following questions:

- their perceptions of crime and safety in the community
- their perceptions about the services provided by the Sheriff's Department
- if they have had contact with members of the Sheriff's Department and, if so, did they believe quality services were provided
- opportunities for improvement of the policing services provided by the OCSD

2. Residents Concerns Expressed.

There was a lot of discussion from one person regarding concerns about drug usage and probably drug sales activity in the Aliso Meadows apartment complex. This includes high school students coming down the hill from the HS, smoking and possibly using drugs and then going back up the hill to the High School. More help is needed from OCSD to try and reduce this problem.

Several other specific issues of concern were recent the burglaries in the Moulton Ranch area, the need for OCD to address parking enforcement and abandoned

vehicles in the Indian Creek area and a desire for additional enforcement of the traffic laws in the Nellie Gale and Gallet Park areas.

3. Communication Improvements Desired.

The OCSD has been responsive when citizens have called but they would like more communication from the City and OCSD regarding crime in the community, both crime trends and general information about what the OCSD is doing about it. An example of the type of increased communication desired is when a registered sexual offender moves into the neighborhood they would like to be notified, subject to legal restrictions.

Most participants expressed that they are looking for the City and OCSD to mobilize the community (be the catalyst), establish a direction of what should be accomplished and inform/coordinate with residents on how they can become more involved in solving some of these issues. Several residents said they thought the use of volunteers is one approach.

Overall most people believe that they should be provided more information about police related services and safety related issues (however, at least two people were not aware that the City distributes a quarterly newsletter to each dwelling).

APPENDIX D – PROFILE OF OCSD POLICE SERVICES IN LAGUNA HILLS

This descriptive profile of the Laguna Hills Police Department provides information regarding the current organization and police services provided to the City of Laguna Hills by the Orange County Sheriff's Department.

The City has a total of 28 sworn and civilian positions directly funded by the City of Laguna Hills. There are additional OCSD staff positions partially funded by Laguna Hills that provide additional services (e.g. traffic accident investigation, administrative oversight) that are not listed in the table below. The authorized positions are:

	Lt. (Chief)	Sergeant	Deputy	CSO¹⁸	CPS¹⁹
Office of the Chief	1	1			1
Patrol		2 ²⁰	12	2	
Traffic Units (Motorcycles)			3		
Special Enforcement Team & Directed Enforcement Team			3		
School Resources Deputy			1		
Investigations			2		
Total (28)	1	3	21	2	1

The table on the following pages provides a summary of the primary roles and responsibilities of the full time OCSD personnel that provide police services in the City of Laguna Hills.

¹⁸ Community Service Officer (civilian position)

¹⁹ Crime Prevention Specialist (civilian position)

²⁰ Two additional Sergeant positions are funded by Aliso Viejo for a total of four Sergeants assigned to patrol services; they supervise all the Deputies assigned to Laguna Hills, Aliso Viejo and Laguna Woods.

CITY OF LAGUNA HILLS, CALIFORNIA
Review of Police Services

Division / Function	Classification and Authorized Staffing	Key Roles and Responsibilities
Office of the Chief	Chief (Lieutenant) 1	- Provides the overall leadership, guidance, management and administration of personnel and police services for the City. - Oversees and coordinates all police services in the City to meet objectives set by the City Manager and Council. - Closely works with the City Manager to meet the provisions of the contract with the Sheriff's Office. - Attends Council meetings and other special meetings and City events, safety fairs during the week and on weekends. - Implements Department policies, procedures, goals and objectives. - Supervises the Administrative Sergeant and Patrol Sergeants. - Develops and maintains good working relationships with other managers in the City and peers in the regional and state law enforcement community. - Develops and maintains good working relationships with local business leaders, community leaders and school officials. - Attends special events - Performs routine administrative functions in the day to day management of the Department. - Works dayshift hours Monday-Thursday but is available 24/7 and responds to emergency incidents as necessary.
Office of the Chief	Administrative Sergeant 1	- Provides assistance to the Lieutenant on all matters relating to the Laguna Hills police services. - Supervises the Crime Prevention Specialist. - Reviews daily calls for service, issues and patrol scheduling to ensure appropriate street staffing. - Performs a variety of routine administrative tasks, including editing of the daily blotter, ensures outstanding crime reports are completed, timecard and financial accounting for OT, maintenance of LHPD personnel files and evaluations, vacation scheduling, vehicle mileage report, ordering equipment. - Processes/logs businesses licenses and massage parlor licenses and submits them to the LH clerk. - Attends meetings, e.g. County taxicab committee, City risk management, OSHA, United Way giving campaign. - Special event coordination for Memorial Day ½ marathon and July 4 festivities. - Coordinates LH Deputies' attendance at in-service training classes. - Conducts tow hearings for impounded vehicles. - Other special projects as assigned. - Works dayshift hours Tuesday-Friday.

CITY OF LAGUNA HILLS, CALIFORNIA
Review of Police Services

Division / Function	Classification and Authorized Staffing	Key Roles and Responsibilities
Office of the Chief	Crime Prevention Specialist	1 - This civilian position provides a variety of police related services to the LHPD and community. - Neighborhood Watch – there are about 10 active groups in LH and she provides them requested information, annual scheduling of training, etc. Assists new groups to form and conducts meetings. - Coordinates the Community Emergency Preparedness Academy – an annual program that typically trains 35-40 Laguna Hills residents on a variety of emergency preparedness classes; 3 hour classes one night a week for 8 weeks - Other duties include assisting the SRO at school events/talks (e.g. Officer Friendly), the July 4 information booth, National Night Out, updating the OCSD virtual briefing for personnel, assists in monthly statistical reporting to Lt and Sergeants. - Works 10 ½ hour dayshift Mon-Thurs.
Patrol	Sergeant (two additional Sergeants funded by Aliso Viejo)	2 - Serves as the shift supervisor during the work shift; ensures there is adequate staffing to handle calls in the field and dispatch center. - Responsible for and supervises the Deputies working in Laguna Hills, Aliso Viejo and Laguna Woods during their shift, ensure field resources are being utilized properly to address problems in the City. - Responds to major incidents and coordinates field responses as appropriate. - Keeps the Watch Commander (a shift Lieutenant on duty 24/7 in the County) and the Laguna Hills Police Chief informed of significant or newsworthy incidents. - Reviews written work and reports of Deputies. - Conducts annual performance reviews. - Trains, counsels, mentors and audits employees' performance; takes corrective or disciplinary action as necessary. - Receives and handles complaints from members of the public.

CITY OF LAGUNA HILLS, CALIFORNIA
Review of Police Services

Division / Function	Classification and Authorized Staffing	Key Roles and Responsibilities
Patrol	Deputy 14	- Respond to all calls for service in the city, including crimes against persons, property crimes, domestic disputes, traffic collisions, disturbances. - Provide direct field enforcement of all applicable laws and ordinances. - Write reports; conduct preliminary investigations of crime, conducts follow-up investigations as appropriate, book prisoners, transport prisoners. - Engage in neighborhood patrols, directed patrol, traffic enforcement and other proactive activities to reduce and prevent crime. - Respond to questions, concerns and requests from the general public and provides information and problem resolution as necessary. - Identify and address both criminal and quality of life issues on their beat. Special Enforcement Team - Two Deputies are assigned to this unit whose primary duties are to provide directed proactive patrol in LH that focuses on neighborhood disturbance calls, graffiti and addressing recent crime trends; provides back-up to patrol units when needed. - This unit also serves warrants of known criminals, conducts probation checks and other special projects. - Work 12 ½ hour shifts Thursday – Saturday and every other Wednesday.
Patrol - Directed Enforcement Team (DET)	Deputy 1	- Assigned to the DET which is a regional task force in Southern Orange County; it is comprised of 1 Sergeant, 1 Investigator and 9 Deputies (1 Deputy from each contract City) and a Probation Officer. - This unit reactively and proactively responds to crimes and crime trends that may be occurring in the area; includes surveillance activities to apprehend offenders, parole and probation visits/searches (including Post Release Community Supervision), serving arrest warrants and search warrants. - The DET Deputy maintains a close working relationship with the Laguna Hills Detectives who refer cases needing follow-up to the DET Deputy, who will bring these cases to the Team and work as a group to try and solve the crimes; e.g. a series of burglaries that needed surveillance to identify the suspects and search warrants to obtain evidence.

CITY OF LAGUNA HILLS, CALIFORNIA
Review of Police Services

Division / Function	Classification and Authorized Staffing	Key Roles and Responsibilities
Patrol	Motor Deputies 3	- Assigned primarily to enforce traffic laws. - May be assigned to investigate traffic accidents, hit & run accident investigations and major injury accidents. - Assigned to investigate traffic related complaints made by members of the public; provides targeted enforcement. - Work 10 ½ hour shifts to provide coverage from 0630-2000 hours M-F.
Patrol	Community Services Officer 2	- Civilian positions that provide uniform field services for low risk calls for service and proactive activities. - Primary duties include investigation of traffic accidents (both property damage and injury accidents), parking violations, vehicle registration violations, abandoned vehicle processing and abatements, including the paperwork for the Orange County Traffic Authority vehicle abatement program. - Assists patrol Deputies as needed to tow vehicles. - Work 10 ½ hour shifts to provide day and evening coverage 7 days a week (Wed-Sat no coverage before 1330 and Sun-Tues no coverage after 1700).
School Resources	Deputy 1	- Assigned to provide coverage for the high school and 3 elementary schools in LH; spends most of his time at or near the schools; this includes traffic related issues during morning drop-offs at the elementary schools. - Provides positive police presence at the schools; handles calls for service and other incidents. - Make presentations to the health classes routinely and other classroom presentations as requested. - Provides security for school dances, sporting activities and other events. - Conducts active shooter training for Saddleback School District schools (1 hour presentation). - Regularly works with the school personnel to answer questions, provide information. - Works with parent/teacher groups and social service agencies on various parenting projects and classes. - Drug Liaison Officer (DLO) – one in each city; partners with social service agencies in giving a drug awareness talk when requested (about 6 times per year). - Assists on patrol when they are short staffed (estimated at 3-4 times a month). - Works 10 ½ hour dayshift Tues-Fri.

Review of Police Services

Division / Function	Classification and Authorized Staffing	Key Roles and Responsibilities
Investigations	Investigator	2 • Conduct follow-up investigations for all assigned cases, both person crimes and property crimes, including: robbery, burglary, rape, sexual assaults, missing persons, larceny and frauds, and other crimes that may occur in Laguna Hills that require follow-up investigation. • Coordinate with Patrol Deputies as necessary to complete crime reports and investigations. • Detectives are subject to call-out as needed.
Total Positions		28

In total, Laguna Hills's police services has a total of 28 budgeted "Full Time Equivalent" positions – 25 sworn and 3 civilian positions.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 10, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: SOUTHERN CALIFORNIA GAS COMPANY ADVANCED METER PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL RECIEVE AND FILE THE REPORT.

SUMMARY:

The Southern California Gas Company (Gas Company) has initiated a project, the Advanced Meter Project, to allow for self-reporting of natural gas usage meter readings for all of its customers in Southern California. This program is conceptually similar to that which the electric utilities are pursuing but uses different technology. In Laguna Hills, the Gas Company plans to install 14 antenna towers within the public right of way to provide the necessary radio coverage to allow for the communications to implement the system. Most of the antenna locations are along arterial highways but a few are deep into residential neighborhoods. Staff has identified four locations of concern near homes and the Gas Company has been requested to notify residents, seek an acknowledgement of the installation or otherwise relocate the antennae. The Gas Company has initiated a Public Outreach program to inform the residents about the Advanced Meter Project. Residents in the immediate vicinity of the installation of antennae have also been invited to attend this meeting. Subject to any site objections, staff is prepared to issue encroachment permits to allow for the installation of the antennae within the public right of way as ancillary facilities associated with the Gas Company Franchise.

BACKGROUND:

The Gas Company is in the process of installing an antenna array across Southern California in advance of their plans to install radio reporting devices on all gas meters to simplify their meter reading and billing process for customers. This project, known as the Advance Meter Project, entails the installation of approximately 4000 "Data Collection Units" (antennae) of which 14 antenna towers are proposed to be within the public right of way of various Laguna Hills streets. The antenna towers have the appearance of a streetlight pole of approximately 24 feet in height and are topped with solar energy

equipment and radio transmitting equipment. Most of the antennae are located along arterial highways or otherwise non-residential areas. However, several are in residential neighborhoods and may be objected to by area residents. Staff has identified four locations of specific concern and has requested the Gas Company perform additional public outreach to the residents in the area to notify residents, seek an acknowledgement of the installation or otherwise relocate the antennae.

The Advanced Meter Project is explained in detail on the attached PowerPoint that will also be presented by the Gas Company during the City Council meeting. A map of all antennae locations is shown on Sheet 8 of the PowerPoint. In addition, four site maps are attached depicting the locations that staff identified for additional review due to their proximity to residential properties. The four locations are:

<u>Site</u>	<u>Location Description</u>
LH439-H	Bradford Lane near Nottingham Court
LH466-D	Shenandoah Drive near Hidden Trail Road
LH479-L	Boothill Lane near Dillon Road
LH229-I	Maverick Circle south of Lost Colt Drive

All residents in the immediate vicinity of the above listed antennae locations have been contacted by the Gas Company as of May 9, 2014, and provided the attached Public Outreach materials. Staff has also invited the residents to this City Council meeting. The Gas Company has insisted that their antennae facilities be located in the public right of way as ancillary facilities per their Franchise Agreement. They have also stated that any one antenna cannot be moved any significant distance without adjusting multiple other antennae that become impacted by a change in location of the moved antenna.

In reviewing the Advanced Meter Project with nearby agencies, the City of Aliso Viejo reported the installation of 12 antennae without objection, the City of Mission Viejo is currently reviewing the installation proposal for 31 antennae, and both the City of Lake Forest and the City of Laguna Niguel are in the initial review phase of the work.

Staff is prepared to issue encroachment permits to authorize the work should no objections be raised as to the facility locations.

FISCAL IMPACT:

The Gas Company will compensate the City for the inspection work associated with the issuance of Encroachment Permits for each antennae location in accordance with the City's standard fee schedule.

ATTACHMENTS:

- Advanced Meter Program Powerpoint
- Site Maps
- Public Outreach material



ADVANCEDmeter

LAGUNA HILLS
MARCH 2014

What is the Advanced Meter Project?

- California Public Utilities Commission (CPUC) decision received in April 2010 authorizing \$1.05 billion to upgrade approximately 6 million existing natural gas meters with a communication device by 2017
- Automatically reads and securely transmits hourly gas usage information on a “next day” basis
- Provides more frequent and detailed information to help customers better manage energy use and costs
- SoCalGas employees will perform installations
- Advanced meter installation began in October 2012



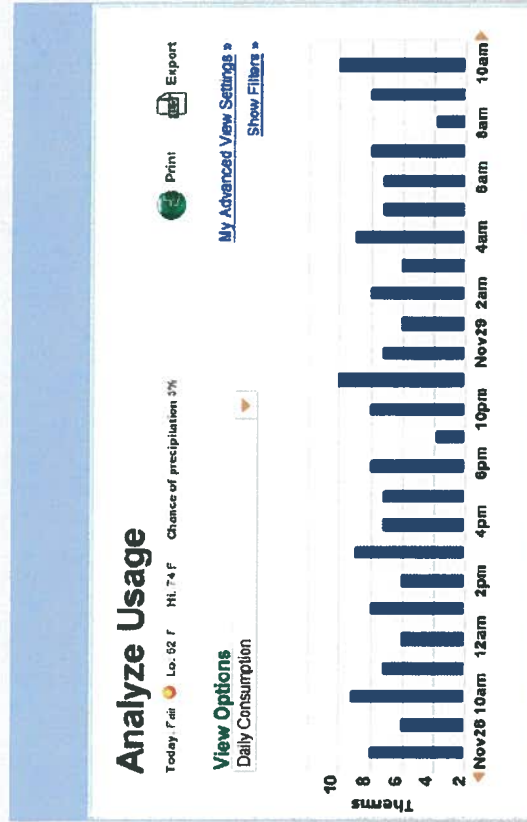
PHOTOS FOR DISCUSSION PURPOSES ONLY

ADVANCEDmeter

Information: Present - Future



Monthly Bill



Hourly Information

What are the Benefits?



**Get
Information**



**Save
Money**



**Help the
Environment**

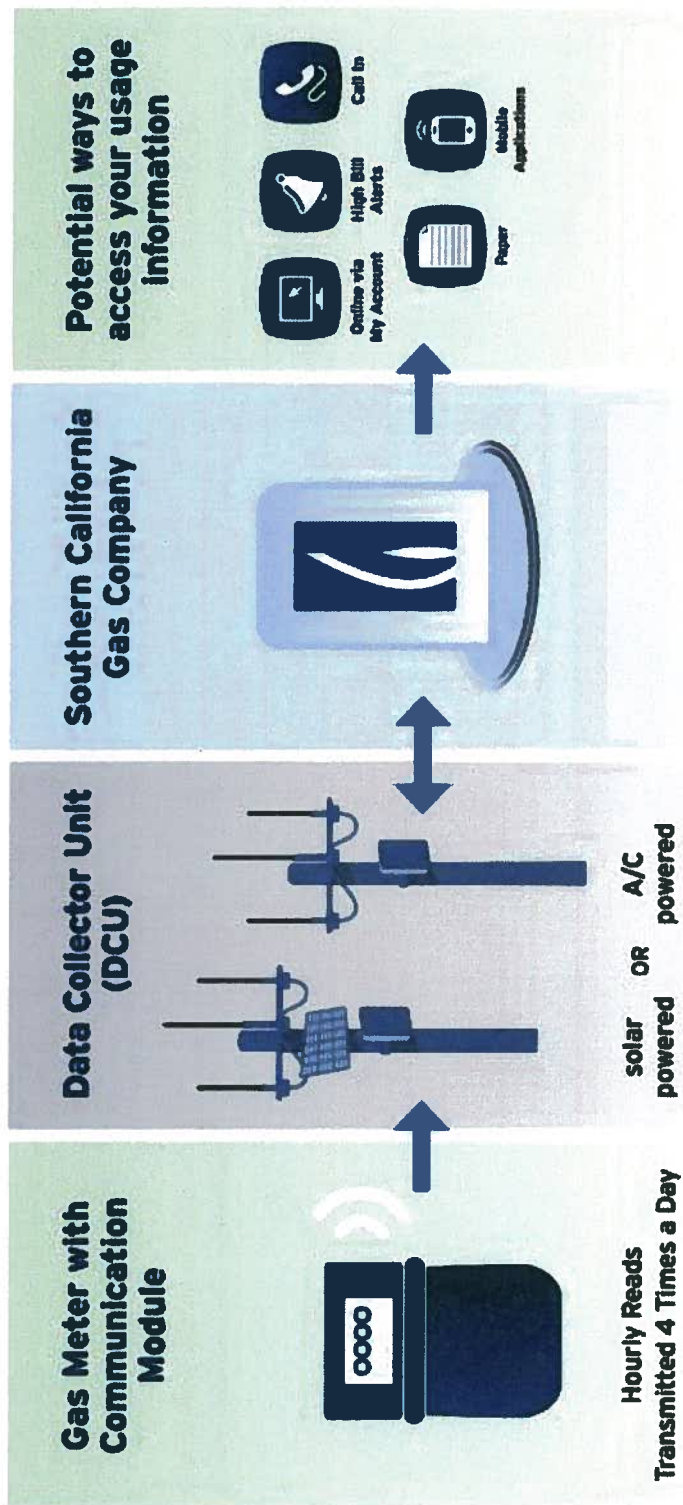
How Does it Work?

Gas usage is still recorded in the traditional way, it's a new communication device that transmits the information electronically



- Does not change the functionality of the gas meter; No remote connect / disconnect capabilities
- Device is **off** most of the time
- Securely transmits 12 hours of data 4 times per day to a Data Collector Unit (total "on" time is less than 2 minutes per year)
- **Battery-powered**
- Does not communicate with other meters
- Does not communicate with appliances in the home

How is the information transmitted?



ADVANCEDmeter

About the Communication Network – Data Collection Units (DCUs)

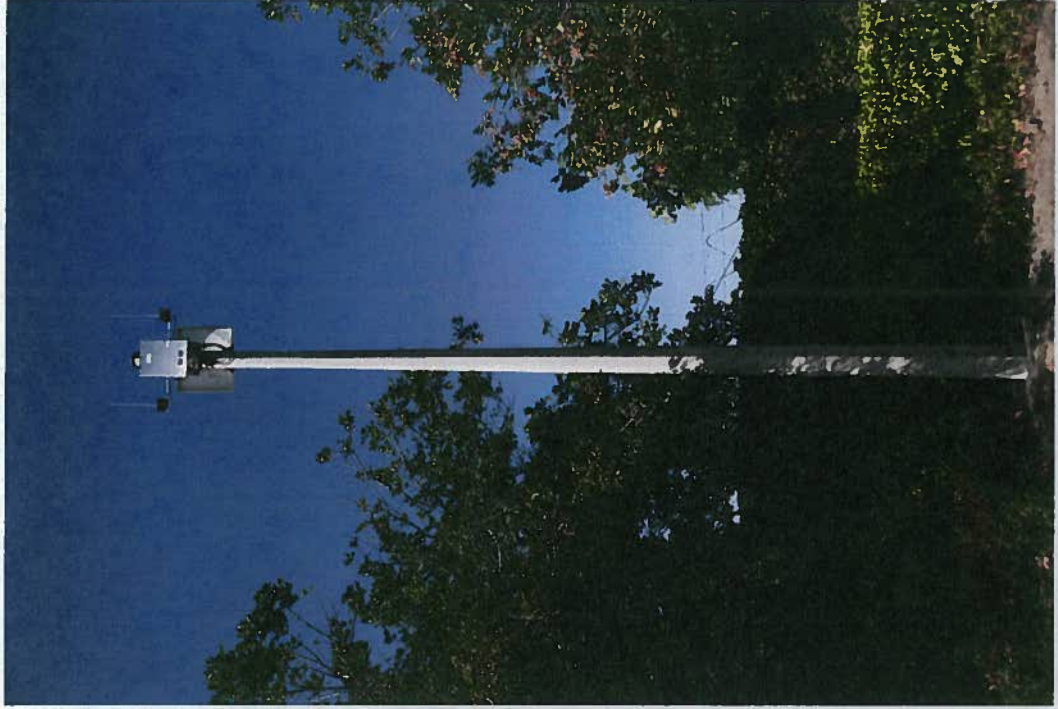
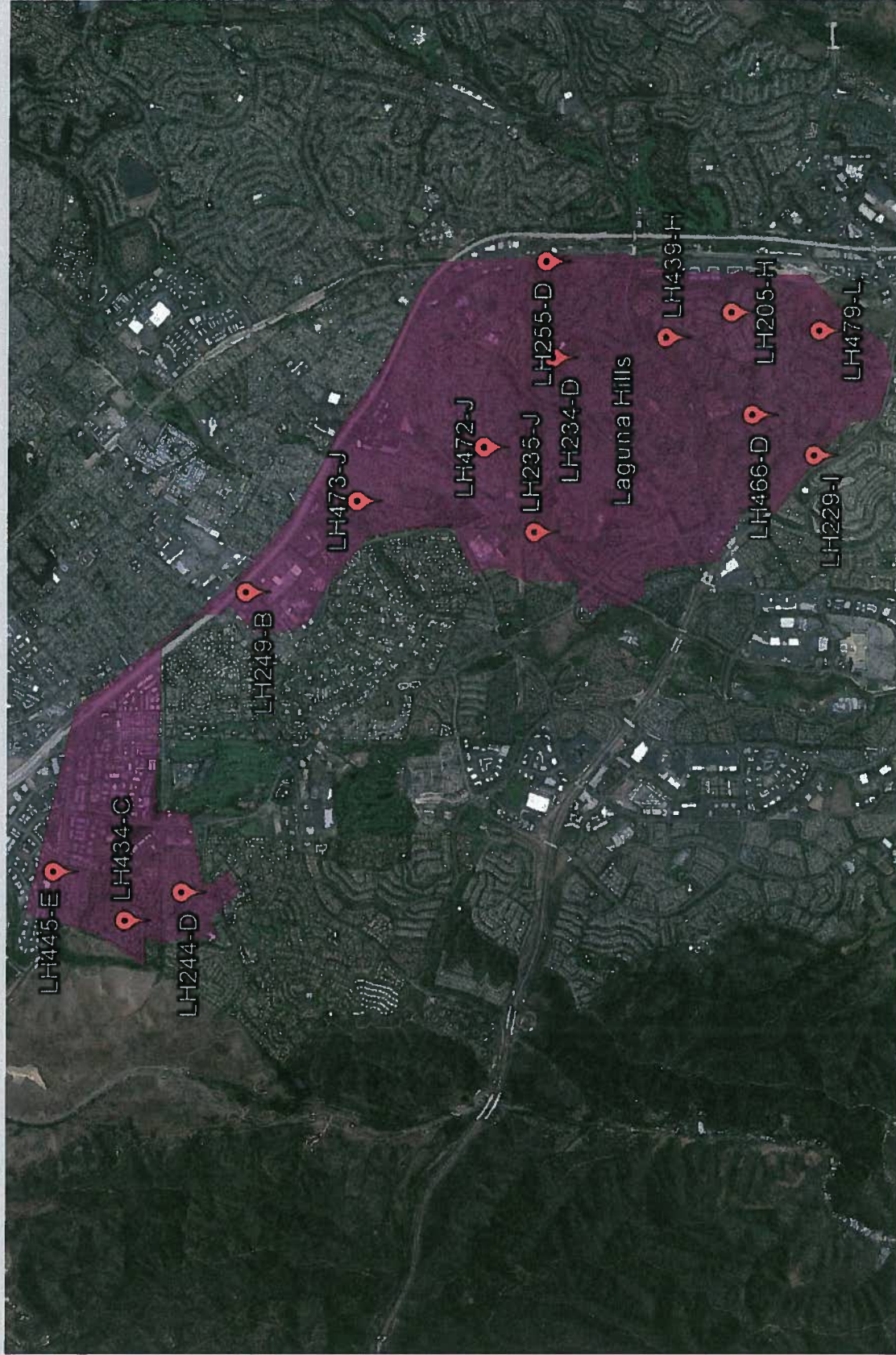


PHOTO FOR DISCUSSION PURPOSES ONLY

- Installing approximately 4,000 DCUs throughout SoCalGas' service territory
- Mostly pole mounted
- Antennas mounted 24 feet or higher (licensed 450 MHz frequency)
- A/C or Solar Powered
- 21.5" H x 13.6" W x 8.25" D
- Maximum DCU weight is 55 lbs
- Built-in Redundancy: advanced meters will communicate with two to three DCUs

ADVANCEDmeter

Final Site Selections - 14 Data Collector Units



ADVANCEDmeter



LH205-H



On Woodruff Ln; NW of 25841 Faircourt Ln, Laguna Hills

Notes: Nellie Gail Community

116 feet north of north curb face of Faircourt Ln
6 feet west of west curb face of Woodbluff Rd

New Pole Installation - 26' Concrete

Lat: 33.57111388
Lon: -117.67956388

ADVANCEDmeter



LH234-D



On Gallup Cir, Laguna Hills	
Notes: Nellie Gail Community	
NE of 25522 Nellie Gail Road	New Pole Installation - 26' Concrete
172 ft N of N edge of pavement of Nellie Gail Rd	
3 ft E. of E. edge of pavement of Gallup Cir	
Lat: 33.58661111	
Lon: -117.68416666	

ADVANCEDmeter



LH235-J



On Alicia Pkwy; SE and across from 25701 Via Loma

Notes

78 ft North of the North curb face of Via Lomas
11 ft East of the East curb face of Alicia Parkway

New Pole Installation - 26' Concrete

Lat: 33.58817000
Lon: -117.70166000

ADVANCEDmeter



LH244-D



On San Remo Drive; NE of 23666 Pesaro

Notes

198 feet east of east curb face of Pesaro
6 feet south of south curb face of San Remo

New Pole Installation - 26' Concrete

Lat: 33.61875277
Lon: -117.73804722

ADVANCEDmeter



LH249-B



On Avenida De La Carlota; NE of 24001 Avenida De La Carlota

Notes

321 feet E of E curb face of El Toro Rd

8 feet S of S curb face of Avenida De La Carlota

New Pole Installation - 26' Concrete

Lat: 33.61326388

Lon: -117.70772500

ADVANCEDmeter



LH434-C



On Santa Vittoria Dr; N of 23300 Santa Vittoria Dr		
Notes		
14 feet west of west curb face of Caminito Jalisco	New Pole Installation - 26' Concrete, Remove& Replace "No Parking" sign onto SCG pole	
6 feet south of south curb face Santa Vittoria Drive		
Lat: 33.62374444 Lon: -117.74093888		



LH439-H



On Bradford Ln; N of 25662 Bradford Ln	
Notes: Nellie Gail Community	
34 feet west of west curb face of Nottingham Court	New Pole Installation - 26' Concrete
6 feet north of north curb face of Bradford Lane	
Lat: 33.57679000	
Lon: -117.68212000	

ADVANCEDmeter



LH445-E



On Lake Forest Dr; W of 22901 Millcreek Dr	
Notes	
395 feet west of west curb face of Mill Creek Dr 6 feet south of south curb face of Lake Forest Dr	New Pole Installation - 26' Concrete
Lat: 33.63005555 Lon: -117.73603000	



LH466-D



On Shenandoah Dr; W of 27065 Hidden Trail Rd

Notes: Nellie Gail Community

35 feet south of south edge of pavement of Hidden Trail Rd New Pole Installation - 26' Concrete, Remove
2 feet east of east edge of pavement of Shenandoah Dr and Replace "STOP" sign onto SCG pole

Lat: 33.56928055

Lon: -117.68990000

ADVANCEDmeter



LH472-J

On Paseo De Valencia; S of 25452 Hillary Ln

Notes

171 feet east of east curb face of Hillary Ln
9 feet south of south curb face of Paseo De Valencia

New Pole Installation - 26' Concrete

Lat: 33.59260000
Lon: -117.69313611



LH473-J



On Jorie Dr; W of 24692 Jorie Dr

Notes

83 feet south of south curb face of Georgia Sue
6 feet west of west curb face of Jorie Dr

New Pole Installation - 26' Concrete

Lat: 33.60365000
Lon: -117.69851388

ADVANCEDmeter



LH479-L



On Boothill Ct; E of 27501 Boothill Ct	
Notes: Nellie Gail Community	
130 feet west of west edge of pavement of Dillon Road 5 feet north of north edge of pavement of Boothill C	New Pole Installation - 26' Concrete
Lat: 33.56348055 Lon: -117.68139722	

ADVANCEDmeter

LH229-1



Northeast of 27471 Maverick Circle

263ft South of South curb face of Lost Colt Dr

2ft Southwest of Southwest curb face of Maverick Circle

New Pole Installation - 26' Concrete

Lat: 33.56385833

Lon: -117.69395833

ADVANCEDmeter

LH2555-D



On Cabot Road; South of Meter Box addressed 25825 Cabot Rd.

161 feet South of the South curb face of Nellie Gail Road
10 feet West of the West curb face of Cabot Road

New Pole Installation - 26' Concrete

Lat: 33.58717222
Lon: -117.67431111

ADVANCEDmeter

Advanced Meter Radio Frequency

- Communication device is **battery-powered** and transmits a signal for **less than 2 minutes per year**
- RF energy emitted is considerably less than common, everyday-living items such as laptops, cell phones wireless routers and handheld radios
- Advanced meters will be located in the same place as the existing meter
- When transmitting, the exposure level is thousands of times lower than the general population exposure limits set by the Federal Communications Commission

Radio Frequency Emission Comparison Chart

Natural gas advanced meter	Using a laptop computer with a wireless internet connection	Maximum exposure level operating a microwave oven (6 inches from the door)	Talking on a cellular phone*
			
Reference level	up to 5,000 times more	up to 500,000 times more	up to 1,000,000 times more

ADVANCEDmeter

Advanced Meter Radio Frequency Comparisons to Similar Wireless Technologies

Source	Radio Frequency Output Compared to Maximum Output from an Advanced Meter
Bluetooth Headset	Up to 400 times more
Most Electric Smart Meters	Up to 500 times more
Cordless Phones	Up to 700 times more
Baby Monitors	Up to 2,400 times more
Laptop computer with a wireless internet connection	Up to 5,000 times more
Car or plane remote controllers	Up to 7,500 times more
Maximum exposure level operating a microwave oven (8 inches from the door)	Up to 500,000 times more
Talking on a cellular phone	Up to 1,000,000 times more

ADVANCEDmeter

Contact Information

- To learn more about the project, visit:

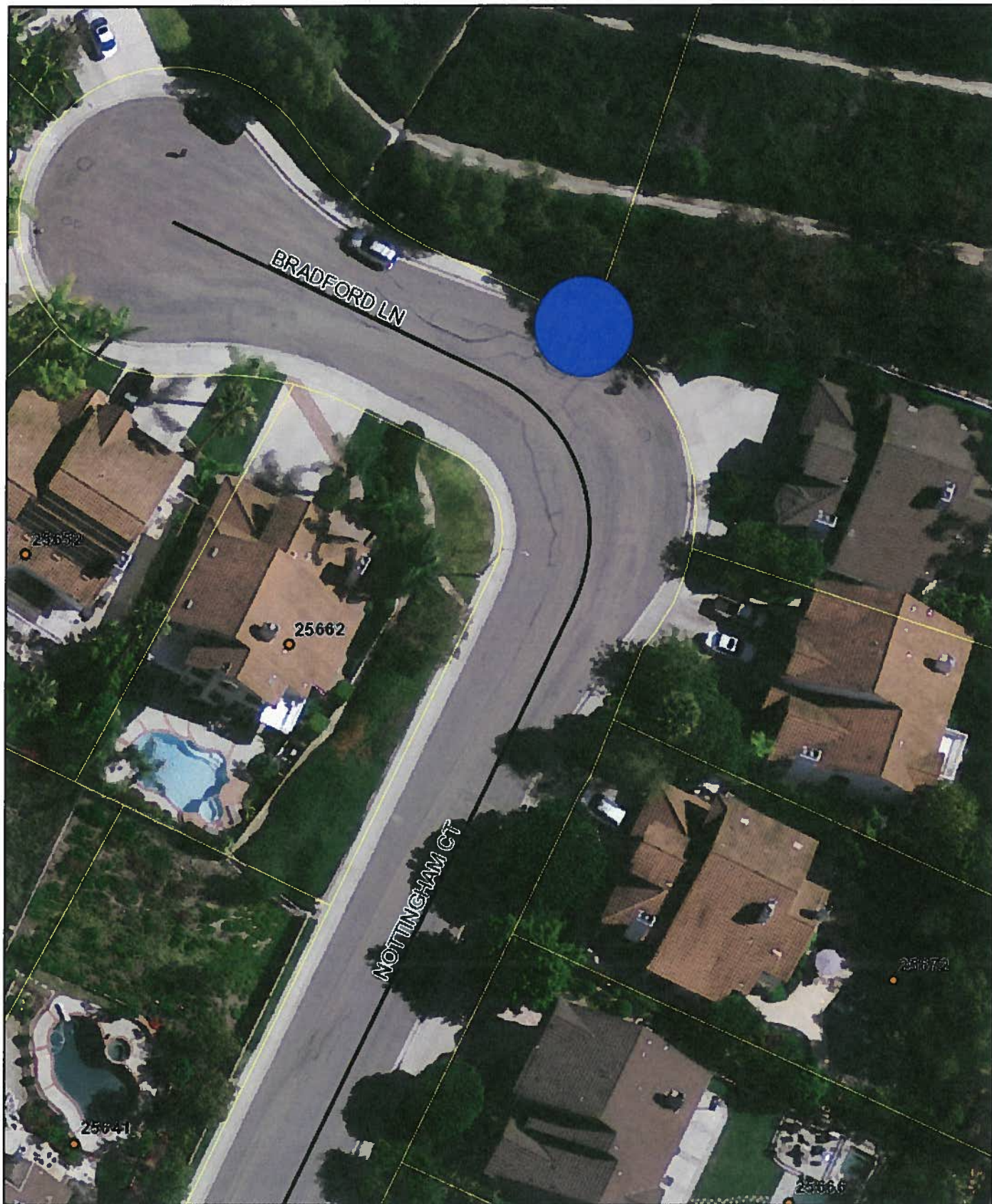
socialgas.com/advanced

Or Contact:

- Site Acquisition Manager
 - BP Hanrath
 - (949) 861-1912
 - BHanrath@semprautilities.com
- Permitting Specialist
 - Janel Ruiz
 - (213) 244-4426
 - jruiz@semprautilities.com



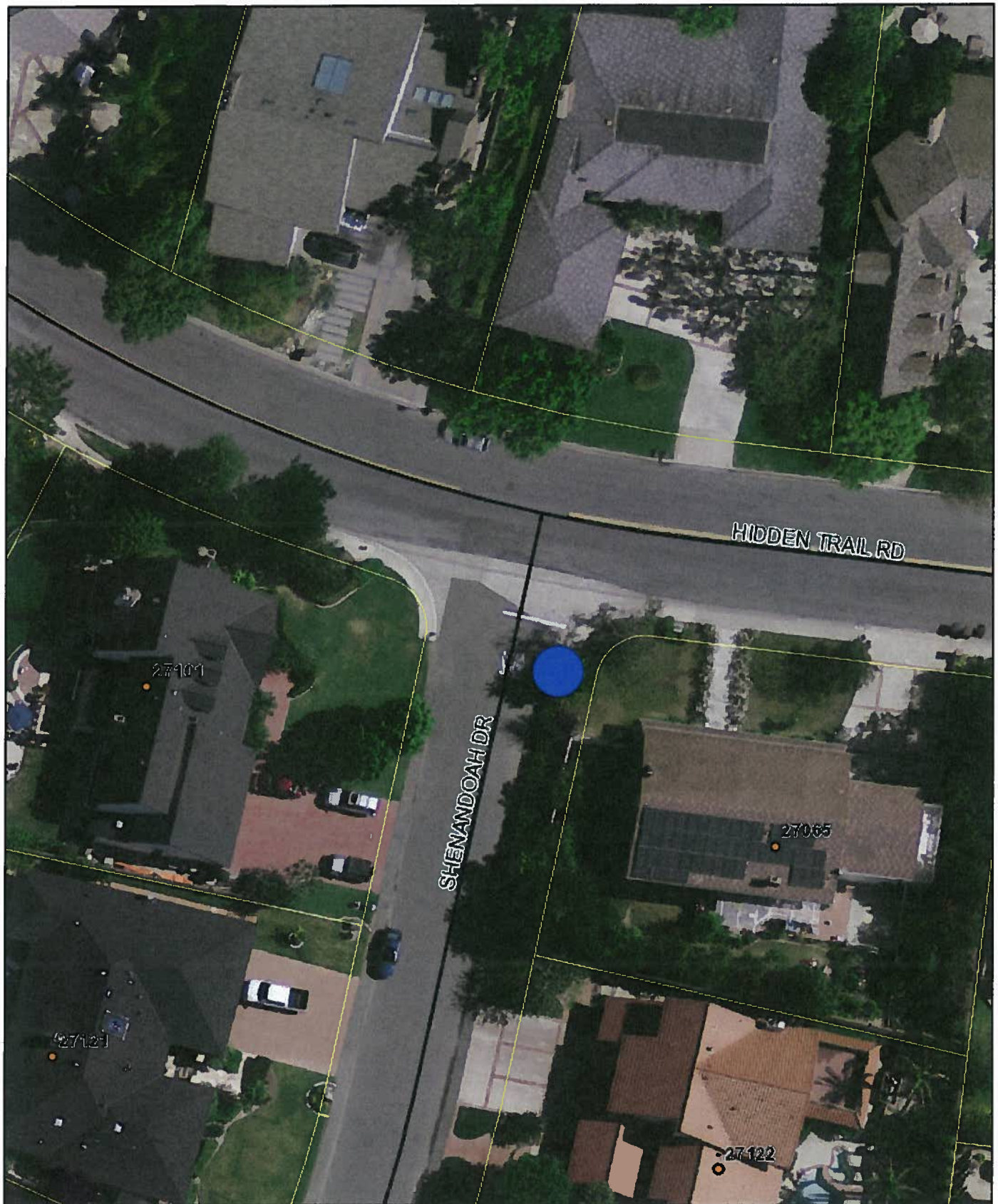
ADVANCEDmeter



 NORTH
10m
40ft
Date: 06/03/14

Bradford Site

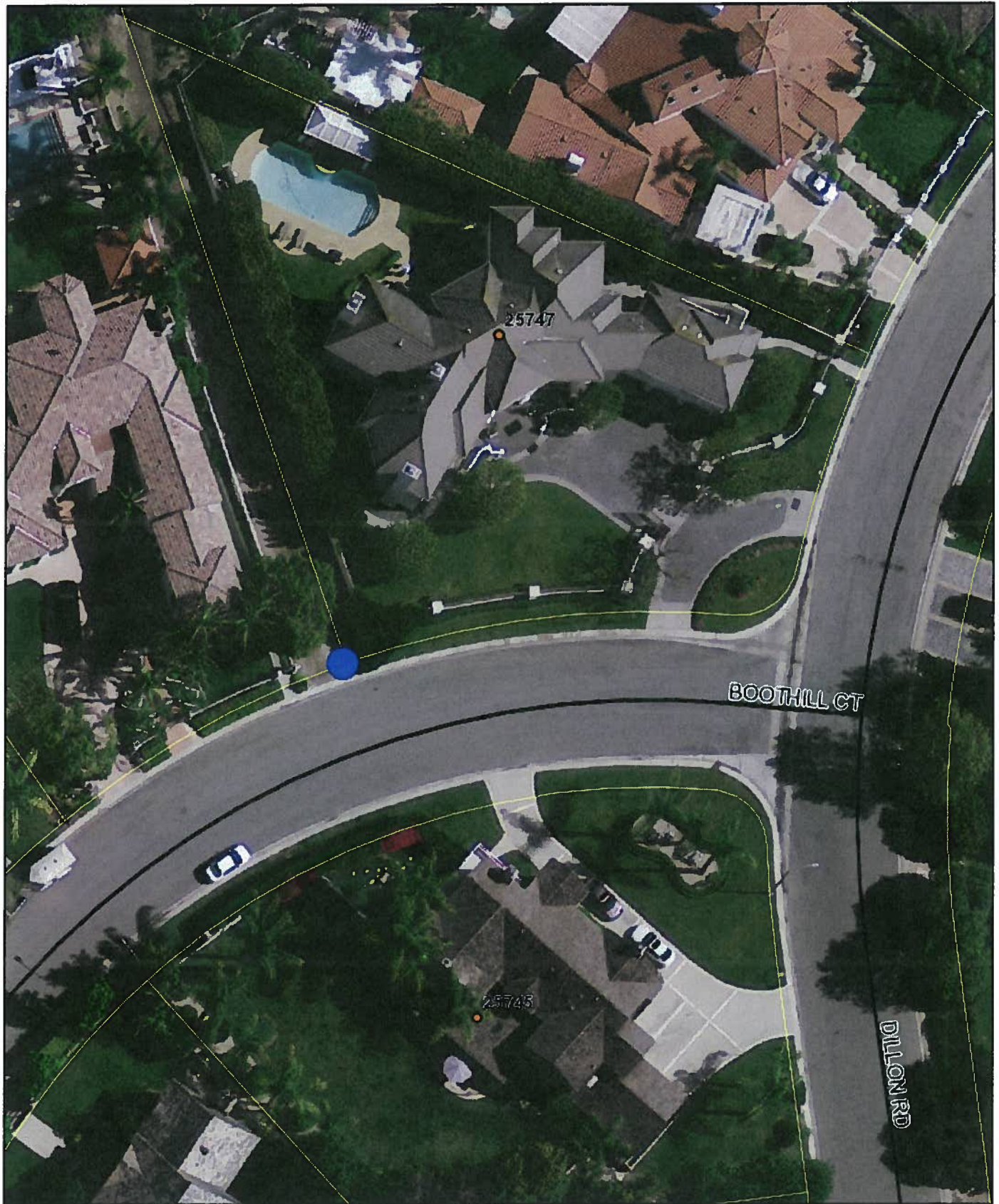




 NORTH
10m
40ft
Date: 06/03/14

Shenandoah Site





 NORTH
10m
40ft
Date: 06/03/14

Boothill Site





Date: 06/03/14

Maverick Site



6/10/2014 ITEM NO. 6.2.1



ADVANCEDmeter

COMMUNICATIONS NETWORK INSTALLATION FACT SHEET

UPGRADING OUR INFRASTRUCTURE

In 2010, the California Public Utilities Commission approved Southern California Gas Company (SoCalGas®) to upgrade its metering system by adding a communications device to natural gas meters. This technology will automatically read and securely transmit your gas usage information to our customer service and billing center.

ADVANCING THE WAY WE SERVE YOU

With this upgrade, you will have access to more frequent and detailed information about your gas consumption at socalgas.com, enabling you with better control of your energy usage and the potential to save money.

LEARN MORE

SoCalGas has been delivering clean, safe and reliable natural gas to customers for more than 140 years. To learn more, visit socalgas.com (search "ADVANCED") or call:

Residential Customers:

English	1-800-427-2200
Español	1-800-342-4545
國語	1-800-427-1429
粵語	1-800-427-1420
한국어	1-800-427-0471
Tiếng Việt	1-800-427-0478
For other languages	1-888-427-1345
Hearing Impaired (TDD)	1-800-252-0259

Business Customers:

English	1-800-427-2000
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FIRST PHASE: INSTALLING THE ADVANCED METER COMMUNICATIONS NETWORK

Data collectors have been positioned on poles throughout our service area, enabling the advanced meter communications device to provide information back to SoCalGas.

- ▶ **Working With Your City** – We are collaborating with your city and other entities to find the best location for installation of our data collectors. In some instances, SoCalGas will need to install new poles to attach the data collectors.



ABOUT THE NETWORK

- ▶ Approximately 4,000 data collectors will be installed throughout SoCalGas' service territory, which encompasses approximately 20,000 square miles throughout Central and Southern California, from Visalia to the Mexican border.
- ▶ The network equipment will be pole mounted, 24 feet or higher.
- ▶ The data collectors may be A/C or solar powered.

- ▶ **Working Efficiently** – You may see a SoCalGas-approved contractor in your neighborhood performing these installations, which may take between one and three days to complete. We will make every effort to minimize disruption to your neighborhood.
- ▶ **Safety is a Priority** – The safety of our customers, employees and the communities we serve is our top priority. We will mount all data collectors and their antennas to meet state and local requirements for wind and seismic safety. The data collectors comply with all safety standards set by the Federal Communications Commission (FCC), producing radio frequency emissions at levels far below FCC limits.

SECOND PHASE: ADVANCED METER UPGRADE

SoCalGas is scheduled to install the advanced meter communications device on approximately 6 million natural gas meters through 2017. This technology is the next step in providing new and improved service for current and future customers. The advanced meter device is battery-powered and turns on for only a fraction of a second a day, for a total of less than two minutes a year. Only your gas usage reading will be transmitted through the network. No other personally identifiable information will be transmitted.



ADVANCEDmeter

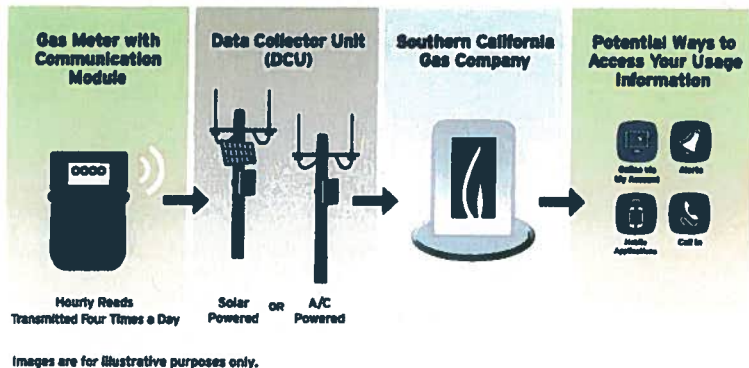
OVERVIEW

What are Advanced Meters?

Southern California Gas Company (SoCalGas®) is upgrading its system by adding an advanced meter communications device to all residential and business natural gas meters. The advanced meter device will read and transmit your natural gas usage information back to SoCalGas. However, until our communications network is fully operational in your area we will need access to manually read the meter for a few more months.

The advanced meter device, which will be installed on the existing analog meter, is battery-powered and turns on for only a fraction of a second a day, for a total of less than two minutes a year. Advanced meters cannot turn on or turn off your gas service. With this upgrade, you will have access to more frequent and detailed information about your gas consumption at socalgas.com, enabling you to have better control over your energy usage and potentially save money.

SoCalGas is scheduled to install the advanced meter device on approximately 6 million natural gas meters through 2017.



What if I don't want an Advanced Meter?

SoCalGas supports customer choice and recognizes that some residential customers may prefer not to have an advanced meter installed and would rather have the gas meter manually read each month. *If you do not want an advanced meter installed, you should immediately call our Customer Contact Center at 1-800-427-2200 and request to be added to the "advanced meter deferral list."

If you defer installation now, SoCalGas will contact you once the California Public Utilities Commission (CPUC) has ruled on our advanced meter opt-out program. You can decide at that time, based on the rate approved by the CPUC, whether you want to formally opt-out and pay the applicable fees or allow the installation of an advanced meter at no incremental cost.

*Deferral list option applicable to residential customers only.

BENEFITS OF ADVANCED METERS

- **Manage Energy Use Better:** You will have access to more detailed information and analysis tools online through My Account at socalgas.com, where you can also view and pay your bill, schedule service and sign up for paperless billing. We will notify you when your more detailed information becomes available online.
- **New "Ways to Save" interactive tool on socalgas.com (search "WAYS TO SAVE"):** You can currently create your own customized energy plan by answering a few questions. Track and update your progress and learn how your actions can help you save energy and money. In addition, you can view your hourly, daily and monthly gas usage online once we complete meter installations in your area.
- **Location Privacy and Security:** Customers who, in the past, had to provide SoCalGas with a key to their gates, leave latches unlocked or confine their dogs to allow meter reading will only need to provide entry for periodic maintenance. To increase privacy and security, only encrypted gas usage information will be transmitted from the meters.
- **Greater Accuracy:** Advanced meters can also improve billing accuracy, reducing the potential for errors.
- **Help the Environment:** Advanced meters will take 1,000 SoCalGas vehicles off the road every day, reduce 6.3 million vehicle miles and approximately 140,000 tons of greenhouse gases per year.
- **New Bill Tracker Alert:** Later this year, advanced meter customers will be able to sign-up for weekly alerts, providing up-to-date information on your energy usage, Bill-to-Date and Projected Next Bill via text or email.
- **Operational Efficiencies:** The advanced meter project will enable operational savings over the life of the project, estimated to be more than double the value of our investment. Operational savings will be passed along to customers in overall rates.
- **Where Can I Find More Information?**
Visit socalgas.com (search "ADVANCED") or call:

Residential Customers:

English	1-800-427-2200
國語	1-800-427-1429
粵語	1-800-427-1420
한국어	1-800-427-0471
Tiếng Việt	1-800-427-0478
For other languages	1-888-427-1345
Hearing Impaired (TDD)	1-800-252-0259

Business Customers:

English	1-800-427-2000
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