CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
MAY 27, 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 — **Melody Carruth, Council Member**
Randal Bressette, 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: MAYOR PRO TEMPORE GILBERT

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 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE 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

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN UPDATE FROM CHAIR KAREN ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

1.4 ORANGE COUNTY HUMAN RELATIONS COUNCIL ANNUAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM KEN INOUYE, COMMISSIONER, WITH THE ORANGE COUNTY HUMAN RELATIONS COUNCIL.

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 13, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE MAY 13, 2014, REGULAR MEETING.

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $1,080.395.88.

3.4 CITY'S CONFLICT OF INTEREST CODE

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "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

RECOMMENDATION: THAT THE CITY COUNCIL AWARD 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, REJECT ALL OTHER BIDS, AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT DOCUMENTS.

3.6 TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH COMPUTER SERVICE COMPANY

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH COMPUTER SERVICE COMPANY AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES WITH NUVIS LANDSCAPE ARCHITECTURE AND PLANNING AND RICHARD FISHER ASSOCIATES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS.

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDED POLICY NO. 315, TREE PRESERVATION.

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH UTILITY COST MANAGEMENT LLC TO PERFORM A UTILITY BILLING AUDIT.

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE 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 AUTHORIZE ADDITIONAL CONSTRUCTION SUPPORT SERVICES BY RICHARD FISHER ASSOCIATES.

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS DATED JANUARY 2014 AS PREPARED BY HARTZOG & CRABILL, INC. ON FILE WITH THE OFFICE OF THE CITY CLERK.

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

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: "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."

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 13, 2014

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE MAY 13, 2014, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 PUBLIC HEARING ON 2014 WEED, RUBBISH AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, RECEIVE AND CONSIDER ALL OBJECTIONS; AND (2) ADOPT A RESOLUTION ENTITLED: "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.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Assistant City Manager

6.2.1 APPROVAL OF FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

6.3 Public Services Director/City Engineer

6.3.1 REGULATION OF OVERNIGHT PARKING IN CITY-OWNED PARKING LOTS

RECOMMENDATION: THAT THE CITY COUNCIL INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE 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.'

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 10, 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 May 23, 2014, at 5:00 PM.

Peggy J. Johns — May 23, 2014

PEGGY J. JOHNS, CITY CLERK **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: **MAY 27, 2014**

TO: **MAYOR AND COUNCIL MEMBERS**

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

ISSUE: **ORANGE COUNTY HUMAN RELATIONS COUNCIL ANNUAL REPORT**

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM KEN INOUYE, COMMISSIONER, WITH THE ORANGE COUNTY HUMAN RELATIONS COUNCIL.

SUMMARY:

Ken Inouye, Commissioner with the Orange County Human Relations Council, will be present at the meeting to make a brief presentation and give the City Council Members the Human Relations Council's Annual Report. In the presentation, Mr. Inouye will report on data collected by the Council specific to activities in the City of Laguna Hills, including hate crimes and incidents, mediations, and various programs.

CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
MAY 13, 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: Council Member Carruth

ROLL CALL OF CITY COUNCIL MEMBERS

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

Absent: Council Member Bressette

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 LIAISON GRANT JAFFE.

1.2 SPOTLIGHT ON LOCAL BUSINESS

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM MARC SCHLESINGER, GENERAL MANAGER, COURTYARD BY MARRIOTT LAGUNA HILLS, 23175 AVENIDA DE LA CARLOTA, LAGUNA HILLS.

2. PUBLIC COMMENTS

LAGUNA HILLS 3/5 DARK HORSE COMMITTEE

Karen Robbins, Chair of the 3/5 Committee, gave an update on the military banner project and plans for the Memorial Day Race event. Ms. Robbins, introduced Teen Dark Horse members who gave an oral presentation on their Memorial Day Event booth to honor the fallen Marines and distributed a rendering of the proposed banner. Ms. Robbins thanked the Laguna Hills Lodge, The Hills Hotel, and Heidelberg Bakery for their generous donations and support, and distributed a list of

the Gold Star family members who will be in attendance at the Memorial Day Race event.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER CARRUTH REMOVING ITEM NO. 3.4 AND COUNCIL MEMBER KOGERMAN REMOVING ITEM NOS. 3.7 AND 3.8, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

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 APRIL 22, 2014

THE CITY COUNCIL APPROVED THE MINUTES OF THE APRIL 22, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 13, 2014

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF $382,955.19.

3.5 APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM (ECP), TIER 1 GRANT

THE CITY COUNCIL APPROVED THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, AND ADOPTED RESOLUTION NO. 2014-05-13-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE IV.

3.6 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I

THE CITY COUNCIL APPROVED THE PLANS AND SPECIFICATIONS AND AUTHORIZED THE ADVERTISEMENT FOR BIDS FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.4 ACTIVE TRANSPORTATION PROGRAM (ATP)

Council Member Carruth removed this item from the Consent Calendar to commend staff for their efforts in resubmitting the grant application.

THE CITY COUNCIL APPROVED THE GRANT APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM (ATP), BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

3.7 AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES TO ANDERSON-PENNA PARTNERS, INC., CIVILSOURCE, INC., HR GREEN CALIFORNIA, INC., AND WILLDAN ENGINEERING

Council Member Kogerman removed this item from the Consent Calendar to thank staff for the thorough report.

THE CITY COUNCIL APPROVED THE AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES TO ANDERSON-PENNA PARTNERS, INC., CIVILSOURCE, INC., HR GREEN CALIFORNIA, INC., AND WILLDAN ENGINEERING, INC., AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENTS, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

3.8 THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14

Council Member Kogerman removed this item from the Consent Calendar to acknowledge that the preparation of the Third Quarter Financial Report took considerable effort. Council Member Kogerman asked Assistant City Manager White to give a brief report regarding revenues and expenses for the third quarter.

THE CITY COUNCIL RECEIVED AND FILED THE THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14, BY M/COUNCIL MEMBER KOGERMAN, S/MAYOR BLOUNT.
APPROVED BY A VOTE OF 4-0-1(COUNCIL MEMBER BRESSETTE ABSENT).

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 7:25 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

Absent: Agency Member Bressette

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR APRIL 22, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE APRIL 22, 2014, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERCIAL ZONING DISTRICT.

Chair Blount opened the Public Hearing.

Keith Morrissey, Sign Design representative, introduced Memorial Care Health representative, Hugo Folli, who spoke on Site Development Permit/Master Sign Program No. 02-14-2796, on behalf of Memorial Care Health System to establish a Master Sign Program for the building located at 24302 Paseo de Valencia. Mr. Morrissey indicated that he agreed to all of the Conditions of Approval.

Chair Blount closed the Public Hearing.

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2014-05-13-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERICAL ZONING DISTRICT BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR GILBERT.
APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSENT).

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 7:45 PM. All Council Members were present, with the exception of Council Member Bressette.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA-06-13-2608 - GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH AN OVERLAY ZONE DISTRICT ("HOSPITALITY OVERLAY ZONE") AND ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA.

Mayor Blount opened the Public Hearing. There were no requests to speak from the audience.

THE CITY COUNCIL MADE A MOTION TO CONTINUE THE PUBLIC HEARING TO A DATE CERTAIN OF JUNE 24, 2014, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

6. ADMINISTRATIVE REPORTS

6.1 City Manager

City Manager Channing gave an update on the re-pavement project on El Toro Road and indicated that the project should be completed by this Thursday, May 15 or Friday, May 16, 2014.

6.2 City Attorney

6.2.1 ORDINANCE OF THE CITY OF LAGUNA HILLS 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.

THE CITY COUNCIL INTRODUCED 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 BLOUNT.
APPROVED BY A VOTE OF 3-1-1 (COUNCIL MEMBER KOGERMAN VOTING NO, COUNCIL MEMBER BRESSETTE ABSENT).

6.3 Deputy City Manager/Community Services

6.3.1 2014 FOURTH OF JULY CELEBRATION AND FIREWORKS AGREEMENT

THE CITY COUNCIL APPROVED THE FIREWORKS DISPLAY AGREEMENT BETWEEN FIREWORKS AND STAGE FX AMERICA, INC., AND THE CITY OF LAGUNA HILLS FOR 2014, AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENT, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE GILBERT.
APPROVED BY A VOTE OF 3-1-1(COUNCIL MEMBER BRESSETTE ABSENT, AND MAYOR BLOUNT VOTING NO).

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 KOGERMAN

Council Member Kogerman requested that Assistant City Manager White provide an update on the funding issues with Orange County Animal Services.

Mr. White reported that he is a member of the Financial Operations and Advisory Board for the Orange County Animal Care. Mr. White gave an update on the status of the revenue shortfall for the Orange County Animal Care Services. Mr. White indicated the shortfall was due primarily, though not exclusively, to the fact that the fee schedule had not been increased in 6 years.

COUNCIL MEMBER CARRUTH

Council Member Carruth thanked Mayor Blount for his initiative of introducing "Spotlight on Local Business" at each City Council meeting.

Council Member Carruth indicated that at midnight tonight May 13, 2014, the Toll Road would become "cash free," and she gave a brief update on the current status of the Toll Road transactions.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount adjourned the meeting at 8:20 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: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 27, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $1,080,395.88.

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

5-14-14
DATE

FISCAL IMPACT:

The warrant register total is $1,080,395.88.

ATTACHMENTS:

1. **Warrant Register**

Check Register Report

Warrant Register 05/27/14

Date: 05/19/2014
Time: 10:25 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							
8807218	05/08/2014	Printed		A-0277	ALICEA, MIA	Dance, Spring Session, CS	682.50
8807219	05/08/2014	Printed		A-0331	AT&T MOBILITY	Wireless Service, Apr '14	60.92
8807220	05/08/2014	Printed		A-0304	AU-YEUNG, MELISSA	Travel Advance, ICSC, May '14	375.00
8807221	05/08/2014	Printed		B-0276	BANK OF AMERICA	Departmental Operating Expend	16,267.93
8807222	05/08/2014	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Supplies, CS, Apr '14	225.09
8807223	05/08/2014	Printed		C-1159	CHANTARANGSU, DAVID	Travel Advance, ICSC, May '14	375.00
8807224	05/08/2014	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, CC, May '14	260.00
8807225	05/08/2014	Printed		J-1052	JAVED, HUMZA	Mileage Reimb., Pub Wks, Apr	61.02
8807226	05/08/2014	Printed		M-1388	MOBILE MINI, INC.	Storage Rental Fee,4/29-5/26	83.16
8807227	05/08/2014	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Parks,Mar-Apr	15,403.66
8807228	05/08/2014	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	C. Pineda, V# 2003127.002	35.00
8807229	05/08/2014	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	C. Huerta, V# 2003128.002	65.00
8807230	05/08/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	C. Loyola, V# 2003122.002	250.00
8807231	05/08/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	R. Como, V# 2003121.002	250.00
8807232	05/08/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	AH Taekwon-do, V#2003124.002	500.00
8807233	05/08/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	L. Vu, V# 2003126.002	250.00
8807234	05/08/2014	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replen, Apr - May	591.13
8807235	05/08/2014	Printed		S-1949	SMART & FINAL	Program Supplies, CS, Apr '14	553.70
8807236	05/08/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Apr '14	2,660.71
8807237	05/08/2014	Printed		T-2015	TARGET STORES	Program Supplies, CS, Apr '14	310.47
8807238	05/08/2014	Printed		U-2121	U.S. POSTAL SERVICE	Postage, City Views, May	2,500.00
8807239	05/08/2014	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Apr '14	689.86
8807240	05/08/2014	Printed		W-2435	WEBER, EDNA	Reimburse- CR# 47501	387.50
8807241	05/08/2014	Printed		W-2422	WELLS FARGO FINANCIAL LEASING	Lease-Copier, CC, Jun '14	572.92
8807242	05/08/2014	Printed		W-2300	WHITE, DONALD	Travel Reimb, ICSC May '14	375.00
8807243	05/15/2014	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, May '14	8,026.08
8807244	05/15/2014	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc,04/13-04/26	1,752.00
8807245	05/15/2014	Printed		A-0310	ARBOR DAY FOUNDATION	Member, Parks, JF 5/14-5/15	25.00
8807246	05/15/2014	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., Apr '14	130.99
8807247	05/15/2014	Printed		B-0411	BUCKNAM & ASSOCIATES, INC.	Update Pavement Mgmt System	1,860.00
8807248	05/15/2014	Printed		B-0364	BUREAU VERITAS NORTH AMERICA	Prof Svcs,CIP# 410	12,704.22
8807249	05/15/2014	Printed		C-1137	C & A ATHLETICS	Program Supplies, CS, Apr '14	467.10
8807250	05/15/2014	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repairs, Parks, Apr	2,423.97
8807251	05/15/2014	Printed		C-1052	C2 REPROGRAPHICS	Printing Services, Engineering	66.58
8807252	05/15/2014	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Apr	1,745.50
8807253	05/15/2014	Printed		C-1154	CARRINO, MARGARET	Paleontologist Services, Apr	825.00
8807254	05/15/2014	Printed		C-1174	CARTEGRAPH	Hosting Fees, Request Part,Apr	500.00
8807255	05/15/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Operating Supplies, CS, May'14	836.32
8807256	05/15/2014	Printed		C-0023	COX COMMUNICATION	Signal System, May '14	179.00
8807257	05/15/2014	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Apr '14	29.00
8807258	05/15/2014	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Mar	1,270.58
8807259	05/15/2014	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Apr '14	55.00
8807260	05/15/2014	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans,May	117.53
8807261	05/15/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Apr '14	23.69
8807262	05/15/2014	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog,Apr	3,856.59
8807263	05/15/2014	Printed		E-0593	EISENBERG, DALE	Aikido, Spring Session, CS	609.00
8807264	05/15/2014	Printed		E-0553	ELKINS, CHRISTINA	Dancing, Spring Session, CS	1,596.00
8807265	05/15/2014	Printed		E-0587	EMC DESIGN	Prof Fees, Comb. Issue, Summer	3,570.00
8807266	05/15/2014	Printed		E-0596	ENVIRONMENTAL CONSTRUCTION,INC	Progress Payment #5, CIP # 615	176,882.97
8807267	05/15/2014	Printed		F-0604	FEDERAL EXPRESS CORPORATION	Delivery Services, Apr '14	88.95

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807268	05/15/2014	Printed		F-0714	FIREWORKS & STAGE FX AMERICA,	Deposit, 4th of July Display	16,125.00
8807269	05/15/2014	Printed		G-0788	GAIL MATERIALS, INC.	Park Maint., Softball field	2,255.47
8807270	05/15/2014	Printed		G-0720	GRC ASSOCIATES, INC.	Aliso Meadows Rehab, Dec-Apr	15,940.00
8807271	05/15/2014	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Parks, Apr	1,026.00
8807272	05/15/2014	Void	05/15/2014			Void Check	0.00
8807273	05/15/2014	Printed		J-1057	JAMEY CLARK, INC.	Grafitti Removal Park, Apr '14	6,254.02
8807274	05/15/2014	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, May '14	536,289.25
8807275	05/15/2014	Printed		M-1528	MEDLOCK, GEORGE	Drumming, Spring Session, CS	252.00
8807276	05/15/2014	Printed		M-1530	MOORE, STEVEN	Umpire Fees, Adult Softball,CS	90.00
8807277	05/15/2014	Printed		M-1475	MUSCO SPORTS LIGHTING, LLC	Lighting Maint, Parks, Apr 14	2,285.31
8807278	05/15/2014	Printed		N-1474	NIEVES LANDSCAPE, INC.	Landscape Maintenance, Apr	148,476.10
8807279	05/15/2014	Printed		O-1525	OCCMA	Meeting Expense, Jun '14	35.00
8807280	05/15/2014	Printed		O-1528	OCTA	CIP #168, Los Alisos Signal	49,275.83
8807281	05/15/2014	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, May '14	442.46
8807282	05/15/2014	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected,Apr	2,744.00
8807283	05/15/2014	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Apr '14	691.34
8807284	05/15/2014	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Mar '14	2,597.50
8807285	05/15/2014	Printed		P-1812	PLASTIC & METAL CENTER, INC.	Radar Holders, Pol Svcs, May	189.00
8807286	05/15/2014	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing,	18.87
8807287	05/15/2014	Printed		R-1830	RALPHS GROCERY COMPANY	Program Supplies, CS, Apr '14	177.58
8807288	05/15/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	S. Angel, V# 2003131.002	10.00
8807289	05/15/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	OC Shabesher, V# 2003136.002	500.00
8807290	05/15/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	D. Miller, V# 2003135.002	500.00
8807291	05/15/2014	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Parks, Apr '14	1,560.00
8807292	05/15/2014	Printed		S-2108	SALISBURY, ELENA	Music, Spring Session, CS	101.50
8807293	05/15/2014	Printed		S-2194	SECURE LIVE SCAN	Pre-employment Fingerprinting	20.00
8807294	05/15/2014	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, May '14	877.94
8807295	05/15/2014	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, May	475.00
8807296	05/15/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Apr '14	8,857.82
8807297	05/15/2014	Printed		S-2250	SPARKLETTS	Operating Supplies, CS, May'14	62.13
8807298	05/15/2014	Printed		S-2220	SPORTS FIELD SERVICES	Professional Fees, CIP # 238	2,700.00
8807299	05/15/2014	Printed		S-1907	SPRINT	Communication Expense, CS,Apr	110.41
8807300	05/15/2014	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	96.00
8807301	05/15/2014	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Services, Admin, Apr	481.47
8807302	05/15/2014	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Apr '14	602.23
8807303	05/15/2014	Printed		T-2682	THE LIFE TRENDS GROUP,	AED Supplies, Apr '14	126.78
8807304	05/15/2014	Printed		T-2021	THOMPSON PUBLISHING GROUP	PUBLICATION	181.00
8807305	05/15/2014	Printed		T-2690	TRASK, TREY	Refund, SDPA Fees, CR# 48046	387.50
8807306	05/15/2014	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Apr '14	2,358.73
8807307	05/15/2014	Printed		U-2163	USA DANCE, INC.	Ballroom Dance Spring Session	42.00
8807308	05/15/2014	Printed		W-2366	WATKINS, CHRIS	Umpire Fees, Adult Softball,CS	90.00
8807309	05/15/2014	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Apr '14	10,944.00
8807310	05/15/2014	Printed		W-2377	WILLDAN	Professional Fees, Engineering	720.00

Total Checks: 93 **Checks Total (excluding void checks): 1,080,395.88**

Total Payments: 93 **Bank Total (excluding void checks): 1,080,395.88**

Total Payments: 93 **Grand Total (excluding void checks): 1,080,395.88**

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: **MAY 27, 2014**

TO: **MAYOR AND COUNCIL MEMBERS**

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

ISSUE: **CITY'S CONFLICT OF INTEREST CODE**

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "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."

SUMMARY:

The Political Reform Act requires every local government agency to review its conflict of interest code biennially at a minimum, or as changes occur in designated positions. Adoption of the proposed Resolution will revise the City's locally adopted Conflict of Interest Code, to add the positions of Information Technology Specialist, Assistant Planner, and Permit Technician.

BACKGROUND:

Resolution No. 91-10 adopted the City's Conflict of Interest Code. The Code has been amended by the following Resolutions:

Resolution No. 93-02-23-1	Adding Planning Director, City Engineer, and Chief of Police Services as designated positions.
Resolution No. 94-03-08-1	Adding Assistant and Deputy City Attorneys as designated positions.
Resolution No. 94-11-22-1	Changing the wording to indicate that those occupying designated positions must file Statements of Economic Interests with the City Clerk, deleting Administrative Services Director as a designated position, adding wording indicating that the Assistant City Manager is an

	official who manages public investments and must file pursuant to Government Code Section 87200, and changing wording to reflect modifications in the Fair Political Practices regulations regarding filings of Consultants.
Resolution No. 96-11-12-4	Deleting Parks and Recreation Director as a designated position, and changing the title of City Engineer to Director of Public Works/City Engineer.
Resolution No. 98-09-08-1	Deleting the positions of Development Services Director and Planning Director, and adding Community Development Director, Controller, and Recreation Services Manager as designated positions.
Resolution No. 2000-11-14-1	Deleting the positions of Community Development Director and Recreational Services Manager, adding Planning Director and Community Services Director as designated positions, and change the wording regarding the filing of the Assistant City Manager under the * (the paragraph that designates those positions that manage public investments).
Resolution No. 2002-10-08-2	Deleting the positions of Planning Director and Director of Public Works/City Engineer, adding the positions of Community Development Director, adding the positions of Director of Public Services/City Engineer, Building Inspector, Code Enforcement Officer, and Planner as designated positions.
Resolution No. 2003-04-22-1	Deleting Controller and Deputy City Attorney from the list of designated positions, relisting Controller under the * (the paragraph that designates those positions that manage public investments), and adding Community Services Program Supervisor as a designated position.
Resolution No. 2004-01-27-1	Adding Management Analyst as a designated position, and changing the position of Community Services Supervisor to Community Services Coordinator.

Resolution No. 2006-07-11-1	Adding Senior Planner, Senior Building Inspector, Assistant Building Official, and Assistant to the City Manager to the list of designated positions.
Resolution No. 2008-04-22-1	Deleting Assistant to the City Manager and Director of Community Services, and adding the positions of Deputy City Manager, Community Services Superintendent, Building Counter Technician, and Planning/Code Enforcement Aide to the list of designated positions.
Resolution No. 2009-03-24-1	Deleting the position of Controller to the list of designated positions and adding Finance Manager under * (the paragraph that designates those positions that manage public investments).
Resolution No. 2012-06-12-1	Adding Senior Management Analyst to the list of designated positions.

The City's Conflict of Interest Code adopts by reference Section 18730 of Title 2 of the California Code of Regulations as its main body. When Section 18730 is updated by legislation, that portion of the City's Code is automatically updated.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2014-

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

WHEREAS, the Political Reform Act of 1974 and Government Code Sections 81000 et seq. (the "Act") require a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the City Council of the City of Laguna Hills adopted Resolution No. 91-10 on December 20, 1991, establishing such a Code; and

WHEREAS, the City Council amended said Code with adoption of Resolutions No. 93-02-23-1, No. 94-03-08-1, No. 94-11-22-1, No. 96-11-12-4, No. 98-09-08-1, No. 2000-11-14-1, No. 2002-10-08-2, No. 2003-04-22-1, No. 2004-01-27-1, No. 2006-07-11-1, No. 2008-04-22-1, No. 2009-03-24-1, and No. 2012-06-12-1; and

WHEREAS, the City Council desires to amend the Appendix of Designated Positions to add the positions of Information Technology Specialist, Assistant Planner, and Permit Technician to the list of designated positions.

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

SECTION 1. This Resolution repeals Resolution No. 2012-06-12-1.

SECTION 2. The Conflict of Interest Code of the City of Laguna Hills, a copy of which is attached hereto and by this reference is incorporated herein, is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 27th day of May 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-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 27th day of May 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
PEGGY J. JOHNS, CITY CLERK

CONFLICT OF INTEREST CODE

OF THE

CITY OF LAGUNA HILLS

SECTION 1: PURPOSE

The purpose of this Conflict of Interest Code of the City of Laguna Hills is to incorporate by reference the terms of Section 18730 of Title 2 of the California Code of Regulations pertaining to Conflict of Interest Codes, which is attached hereto as Exhibit "A," and to establish a List of Designated Positions.

SECTION 2: DESIGNATED POSITIONS

The positions listed in the Appendix to Exhibit "A" are Designated Positions. Officers and employees holding those positions are Designated Employees and are deemed to make, or participate in the making of, decisions, which may foreseeably have a material effect on a financial interest. Individual consultants may be Designated Employees, as determined by the City Manager.

SECTION 3: INCORPORATION BY REFERENCE OF SECTION 18730 OF TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS

Section 18730 of Title 2 of the California Code of Regulations as set forth in Exhibit "A," and any amendments to it duly adopted by the Fair Political Practice Commission, along with the attached Appendix are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Laguna Hills.

c

SECTION 4: PLACE OF FILING FOR STATEMENTS OF ECONOMIC INTEREST

Persons occupying Designated Positions shall file Statements of Economic Interests with the City Clerk of the City of Laguna Hills, which will make the statements available for public inspection and reproduction. (Government Code Section 81008) Statements for all designated employees will be retained by the City of Laguna Hills.

18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, *et seq*.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.[1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property[3] is required to be reported,[4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,[5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,[6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $440.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $440 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This

subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars ($500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $440 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in

which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

APPENDIX

Designated Positions*		Disclosure Categories
1.	Assistant Building Official	I, II, III
2.	Assistant City Attorney	I, II, III
3.	Assistant Planner	I, II, III
4.	Building Counter Technician	I, II, III
5.	Building Inspector	I, II, III
6.	Chief of Police Services	I, II, III
7.	City Clerk	I, II, III
8.	Code Enforcement Officer	I, II, III
9.	Community Development Director	I, II, III
10.	Community Services Coordinator	I, II, III
11.	Community Services Superintendent	I, II, III
12.	Consultant**	I, II, III
13.	Deputy City Manager	I, II, III
14.	Director of Public Services/City Engineer	I, II, III
15.	Information Technology Specialist	I, II, III
16.	Management Analyst	I, II, III
17.	Permit Technician	I, II, III
18.	Planner	I, II, III
19	Planning/Code Enforcement Aide	I, II, III
20.	Senior Building Inspector	I, II, III
21.	Senior Management Analyst	I, II, III
22.	Senior Planner	I, II, III

CATEGORY I:

Investment and real property disclosure

CATEGORY II:

Personal Income Disclosure

CATEGORY III:

Business Entity Income/Business Position Disclosure

*The Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq., therefore; they are not included as designated positions in this Appendix.

It has been determined that the position(s) listed below manage public investments and will file Statement of Economic Interests pursuant to Government Code Section 87200:

Assistant City Manager
Finance Manager

**Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine, on a case-by-case basis, whether a particular consultant, although a "Designated Position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. The City Manager shall notify the consultant in writing. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk.

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

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

RECOMMENDATION: THAT THE CITY COUNCIL AWARD 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, REJECT ALL OTHER BIDS, AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT DOCUMENTS.

SUMMARY:

In accordance with City Council authorization, bids were opened for the subject project on May 8, 2014. The apparent low bidder, CSA Holdings, Inc., dba Sports Field Services, met the requirements of the specifications, is currently licensed and provides excellent experience for the contemplated work. Sports Field Services provided the lowest Base Bid for the soccer field renovations in summer 2014 and also provided the lowest Alternate Bid for the future renovation of the soccer fields in summer 2016. Award of Contract for both the Base Bid and the Alternate Bid is recommended.

BACKGROUND:

The Community Center and Sports Complex soccer fields are renovated every two years to provide the best possible turf for use by youth soccer sports interests in the fall. The fields are scheduled for renovation beginning July 7, 2014. In accordance with City Council authorization, bids were opened for the project, Base Bid, and also an Alternate Bid for the future renovation of the soccer fields in summer 2016. Two Bidders submitted bids for the City's consideration.

The bid results were as follows:

Bidder	Base Bid	Alternate Bid
CSA Holdings, Inc., dba Sports Field Services	$74,200.00	$74,200.00
STL Landscape, Inc.	$88,000.00	$110,500.00

The Engineer's Estimate for the construction work was $80,000. Sports Field Services is currently licensed, provides excellent references and is qualified to perform the work. Award of Contract to Sports Field Services is recommended.

In order to complete the work of the soccer field renovations, it is necessary for the City to directly purchase the turf and related materials. The City Council approved the purchase of these materials at the April 8, 2014, City Council meeting.

FISCAL IMPACT:

The renovation of the turf at the Community Center and Sports Complex is included in the 2014-2015 Fiscal Year Capital Improvement Program (CIP) Budget in the amount of $200,000 and included in the 2016-2017 Fiscal Year CIP Budget in the amount of $225,000. The purchase of materials is estimated to cost $90,000. The sum of the materials and construction bid is $170,000 and the current project is within budget.

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH COMPUTER SERVICE COMPANY

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH COMPUTER SERVICE COMPANY AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

SUMMARY:

A Major Plan for the current fiscal year was to evaluate the service delivery of Traffic Signal Maintenance Services. Currently, the City utilizes the County of Orange and their subcontractor to perform routine maintenance services on the City's forty-seven Traffic Signals and related equipment. Upon evaluation, it was determined the City could directly contract for these maintenance services and utilize existing Consultant services for technical support. It was estimated that this approach could be accomplished at an overall lower cost as compared to the current arrangements. Accordingly, a Request for Proposal (RFP) was issued for Traffic Signal Maintenance services. Three firms responded and submitted proposals. Upon evaluation by a staff committee, the firm of Computer Service Company was selected as the firm best suited to serve the traffic signal maintenance needs of the City and were determined to provide the services at the lowest overall cost.

BACKGROUND:

Traffic Signal Maintenance is a basic service provided by the City to maintain the City's forty-seven traffic signals and related equipment in good operating condition. In addition, these services provide standby labor and materials to respond to emergency conditions. Since the City's incorporation, the City has contracted with the County of Orange to provide these services. The County, in turn, subcontracted the daily maintenance work to a firm qualified to perform the work and directly provided technical support by County staff. Overall, the County and their subcontractors have served the City quite well. In evaluating

this service delivery, however, it was estimated that the City could directly contract for these services at an overall lower cost.

Staff prepared an RFP and issued it to only three firms in Southern California that provide contracted traffic signal maintenance services. This work is a specialty service, a subset of a sole source procurement, that is primarily provided by electricians trained specifically to maintain the electrical equipment and computers that operate traffic signals. All three of the firms, Aegis, Siemans and Computer Service Company, responded with proposals. The fees for each firm were submitted in separate sealed envelopes and held for opening until the Scope of Work Proposals were reviewed.

A staff committee consisting of the Director of Public Services, Associate Civil Engineer and a representative of Hartzog and Crabill, Inc., the City's Traffic Engineering Consultant, reviewed all three proposals. While each of the firms was identified as qualified to perform the work (they all have active maintenance contracts with cities in Southern California), the firm of Computer Service Company (CSC) was identified as the one best suited to meet the City's needs. CSC is associated with the traffic signal construction company Steiny, and provided well qualified and experienced staff and a complete Scope of Work. After the determination of the best qualified firm, the fees for each firm were opened and reviewed. CSC was determined to have provided the lowest cost fee proposal. CSC currently provides the same services to the cities of Laguna Niguel and Lake Forest.

The Traffic Signal Maintenance Services Agreement with CSC, including their Proposal as Exhibit A and the City's RFP as Exhibit B, is attached and provides in great detail the Scope of Work to be performed. It is recommended that this five-year Agreement be approved and that CSC begin work at 12:01 AM on July 1, 2014.

FISCAL IMPACT:

The 2014-2015 Fiscal Year Operating Budget allocates $150,000 for traffic signal maintenance. It is estimated that the combination of the services by CSC and technical support by Hartzog & Crabill, Inc., will limit the annual expenditure to $125,000 or less.

ATTACHMENTS:

- Traffic Signal Maintenance Services Agreement with Computer Service Company

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
Computer Service Company
(City-Wide Traffic Signal Maintenance Services)

THIS TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and COMPUTER SERVICE COMPANY, a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed electrical and traffic signal engineering and maintenance company to provide specialized city-wide traffic signal maintenance for forty-seven (47) traffic signals and various ancillary devices through the use of commonly accepted traffic engineering principles, concepts, effective transportation planning practices, and proper traffic signal maintenance safety measures and industry protocols (the "Project").

B. Contractor has submitted to City a proposal, dated May 1, 2014, to provide professional traffic signal engineering and maintenance services to City for the Project pursuant to the terms of this Agreement.

C. Contractor is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide these traffic signal engineering and maintenance services and has agreed to provide such services to City for the Project as provided herein.

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

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the professional traffic signal engineering and maintenance services for the Project as set forth in the Proposal/Scope of Work, dated May 1, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and

understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 **Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Contractor's signed, original Proposal/Scope of Work dated May 1, 2014 ("Contractor's Proposal") and submitted to City in response to City's Request for Proposals; and, (3) the City's Request for Proposals (RFP) dated April 2, 2014, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's Request for Proposals (RFP), which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, specifications, requirements, and provisions of the City's Request for Proposals (RFP) (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

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

1.4 **Licenses, Permits, Fees, and Assessments.** Prior to performing any services hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the traffic signal maintenance Work and Services required by this Agreement. Contractor represents and warrants

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

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of five hundred thousand dollars ($500,000.00), which sum shall not exceed one hundred thousand dollars ($100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor hereby acknowledges that it accepts the risk that the Services and Work identified in the Scope of Work may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

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

2.3 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Contractor's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Contractor may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Contractor's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of

April of any given year. In no event shall any fee adjustment as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City. If annual budget appropriations are made at less than the annual contract amount set forth in Section 2.1 above, then the actual budget appropriations shall become the maximum annual contract amount for that Fiscal Year.

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 **Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

3.5 **Task Orders.** Contractor hereby agrees and acknowledges that any and all Work or Services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of Work as all Work shall be authorized through task order issued by the City.

4. COORDINATION OF WORK

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

4.2 **Contract Officer.** The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

4.4 Independent Contractor.

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

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

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars ($2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any professional liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor ; or (b) if Contractor does not provide the certification pursuant to (a), Contractor may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

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

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event

of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least one million dollars ($1,000,000.00) per occurrence, two million dollars ($2,000,000.00) in the general aggregate, and one million dollars ($1,000,000.00) for products and completed operations.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Contractor either: (a) shall certify in writing to the City that Contractor is unaware of any liability claims made against Contractor, and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification pursuant to (a), Contractor may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars ($1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of $10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and

self-insured retentions proposed in excess of $10,000.

5.3 **Other Insurance Requirements.** The following provisions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Contractor pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.

5.3.3 Any failure by Contractor to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

5.3.6 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs

the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

5.3.9 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

5.3.10 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.13 Contractor agrees to provide immediate notice to City of any claim or loss against

Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.

5.3.14 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 **Verification of Coverage.** Contractor shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Contractor shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

6.2 Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Contractor shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Contractor is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the

applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 **Default of Contractor.**

8.4.1. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.4.2. If the City Manager, or his designee, determines that Contractor is in

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

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

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or

copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Contractor shall not be obligated to indemnify City under any settlement made without Contractor's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

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

To Contractor:
Computer Service Company
Attention: Jeff Telander, Operations Manager
12907 E. Garvey Avenue
Baldwin Park, CA 91706
Telephone: (951) 738-1444, Ext. 8901
Facsimile: (626) 962-2521

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

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any

provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

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

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

10.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

///

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS,
a California municipal corporation

BRUCE E. CHANNING,
City Manager

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
COMPUTER SERVICE COMPANY, a California corporation

By:
SUSAN STEINY,
President

By:
VINCENT P. MAUCH,
Chief Financial Officer

EXHIBIT "A"

MAY 1, 2014 PROPOSAL/ SCOPE OF WORK

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

CSC
COMPUTER SERVICE COMPANY
TRAFFIC SYSTEMS SPECIALISTS
SINCE 1957

May 1, 2014

Mr. Kenneth H. Rosenfield
Director of Public Services/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: REQUEST FOR PROPOSAL - TRAFFIC SIGNAL MAINTENANCE

Dear Mr. Rosenfield,

Computer Service Company ("CSC"), a Woman Owned Business, located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this proposal in response to the City of Laguna Hill's Request for Proposal dated April 2, 2014 including Addendum Number 1.

CSC has a proven track record for 35 years as an organization entirely focused on providing quality services to our customers for traffic signal system maintenance. CSC intends to use in-house personnel and equipment required to service the City of Laguna Hills's 47 traffic signal systems, 8 flashing beacons, interconnect, illuminated street name signs, guide and bridge signs, bridge underdeck lights, highway safety lighting, and city owned street name signs as outlined in the Exhibit B.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

Jeff Telander – Operations Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelander@computerservco.com

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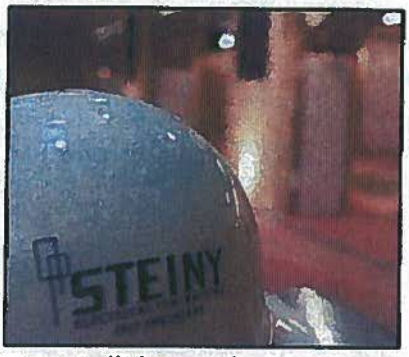
1. Company and Organization 3
2. Summary Sheet 4
3. Allocation of Resources and Scope of Work 6
4. References 10

5/27/2014 ITEM NO. 3.6

1. Company and Organization



CSC a sister company of Steiny and Company was incorporated in 1957 and has provided traffic signal maintenance since 1979 and maintains private ownership with no anticipated bankruptcy, pending litigation, planned office closures or impending merger. CSC currently employs professional traffic signal technicians and operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. CSC is a Woman Owned Business and an equal employment opportunity company that does not discriminate against current or potential employees or applicants based on race, religion, color, age, sex, or national origin.

CSC is focused on developing a significant customer base primarily located in Southern California. Personnel are seasoned professionals with diverse field experience and training to meet the needs of our traffic signal maintenance customers. CSC's home office is centrally located at the junction of the 10 and 605 freeways, in the city of Baldwin Park and maintains equipment storage facilities in Southern California located in strategic locations, including Laguna Hills to best serve our customer base. Our offices are open from 7:00am to 5:00pm Monday thru Friday with emergency contacts available 24 hours a day. Field technician's normal working hours are from 7:00am to 5:00 pm Monday thru Friday with after hour availability on an as needed basis.

CSC currently provides services to maintain traffic signal equipment, street and parking lot lighting, cabinet and conflict monitor testing and intersection construction projects for approximately 20 cities containing up to 150 intersections serviced per customer. The following contacts are knowledgeable about CSC and can provide the City of Laguna Hills with information in association with work performed.

CSC supports the International Municipal Signal Association (IMSA) training procedures with many technicians obtaining advanced certification through in house training and participation in IMSA certification courses. The specialized experience and professional competence of CSC personnel identified as part of this RFP is reflected in the following section of this response.

2. Summary Sheet

1. Summary Sheet

See attached Exhibit D

2. Personnel assigned to the Project

CSC will maintain adequate level of labor resources as required by the Scope of Work and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of Laguna Hills/Engineering Department. The designated manager will have full involvement of the work effort and conversant in its details on a day-to-day basis. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

Ralph Murillo - Maintenance Technician Lead / IMSA Field Technician Level III /NEC Certified: Ralph has been employed by CSC for 7 years as a Maintenance Technician Lead and Construction Supervisor. Ralph is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC's service areas including Orange County. Ralph will be responsible for providing approximately 80% of support for this project.

Minh Pham- Maintenance Technician Lead / IMSA Field Technician Level III /NEC Certified: Minh has been employed by CSC for 12 years as a Maintenance Technician Lead. Minh is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC's Southern Territory which covers an area servicing cities located in Orange County. Minh will be responsible for providing 20% support for this project.

Wes Sumner – Communications Systems / Engineering Technician: Wes is a Level III Technician and a valuable asset to Computer Service Company for over 30 years. He is responsible for running CSC's bench repair, test lab and is a traffic systems subject matter expert. Wes has experience with building system ready traffic cabinets and has the ability to effectively troubleshoot field cabinet, communication, video detection, microwave and fiber optic related problems. Wes is trained and uses communication systems such as; Aries, Quiknet and MICS. As requested, Wes covers "turn-on" activities for other manufacturers to meet their workload demand. Wes possesses IMSA Work Zone Safety, Level I, Level II, Level III, NEC and 170 Controller maintenance certifications.

3. **Management Contacts for the City**

Jeff Telander – Operations Manager: Jeff has 30+ years of experience in the transportation safety industry working for companies focused on traffic, rail and red-light signal systems such as; Intersection Development Company (US Traffic), Signal Control Company, Superior Signal Service, American Traffic Solutions, Nestor Traffic, Burlington Northern Railroad and Boston and Main / Springfield Terminal Railroad. His vast knowledge includes operational and management positions responsible for planning, engineering, construction, installation, testing, maintenance/repair, inventory, business development, marketing, programming, vendor and customer relations, staff development, product and service management. Jeff is driven by his passion for public safety, quality and customer service. He earned a Railroad Signalman Certificate and IMSA certifications in Work Zone Safety, Field Technician Levels I and II.

Justin Cataldo – Project Manager: Justin has been a valuable contributor to CSC for over 17 years including roles such as; Project Manager, Field Service Manager, Operations Manager, Maintenance Supervisor and a maintenance technician with our traffic signal construction division. Justin will be the primary contact for the City of Laguna Hills and works closely with the Field Service Manager on the daily delivery of this contract. Justin has a great deal of experience in the area of signal maintenance, ranging from emergency situations such as knockdowns to complicated signal modifications. Justin has his IMSA Work Zone Safety, Level I and Level II Certificates.

Jerry Davis – Field Service Manager: Jerry is responsible for the day to day direction, oversight and quality control of the field technicians and delivery of service on this contract. He has over 25 years of experience in the following areas: Traffic Signal Construction Tech/Foreman and Superintendent, Equipment and Crew Coordinator/Scheduler/Dispatcher, Project Engineering, Operations and Service Manager. Jerry has his IMSA Work Zone Safety, Level I and Level II Certificates.

3. Allocation of Resources and Scope of Work

The following sets forth Computer Service Company's (CSC) approach to accomplishing the tasks outlined in the Scope of Work (SOW). CSC complies with all applicable federal, state and local laws, codes, ordinances and regulations. In the case of a conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. CSC agrees to permit any authorized federal, state, county and City of Laguna Hills official access to its place of work, books, documents, papers, payroll materials, and other relevant contract-related records associated with this contract. All relevant records shall be retained for a minimum of three (3) years.

CSC will provide services for routine preventative maintenance, written inventory, extraordinary maintenance, and additional maintenance of traffic signal systems; including, furnishing of all tools, equipment, apparatus, facilities, labor services and material, and perform all work necessary to maintain traffic signal, flashing beacon, and other facilities referenced in this SOW.

CSC will provide and be equipped with spare parts sufficient to place the signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. All work performed or equipment or parts supplied by the CSC may be inspected for approval by the City Engineer, or his authorized representative. No permanent or temporary change of controller mechanisms shall be done without prior approval of the City except in case of an emergency.

CSC will assign a technician that meets City requirements and will regularly consult with the City regarding the performance of the technician or other representative of CSC. In order to efficiently keep our customers up to date with current events concerning their traffic signal system, the technician will be the primary contact with the City and will perform the services scheduled in the Scope of Services portion of the Request for Proposal.

CSC maintains an operation that covers twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, in order to effectively address and respond to both routine and emergency service requests. For the purpose of this contract, "normal hours" are defined as Monday through Friday from 7:00 a.m. to 5:00 p.m. (excluding holidays formally recognized by the City.) All requests shall be addressed by an appropriate timely response as outlined in this SOW.

CSC will ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within one (1) hour of first notification during normal working hours and two (2) hours during non-working hours. Routine requests

shall be responded to within twenty-four (24) hours of first notification unless the City agrees upon other arrangements.

The following events shall establish an emergency condition and the following action shall be taken:

1. Events: Failure or malfunction of the traffic signal system, or interruption of normal signal operations so as to create a public hazard. This may be caused by damage from vehicle collisions or accidents, acts of nature, civil disorder, malicious mischief, vandalism, or actions of other contractors or utility companies.
2. Actions: Under these conditions, CSC will immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate safely.

CSC will notify the City Engineer or his authorized representative of any planned alterations, substitutions, or removal of any controller or component, or alteration and any emergency call outs to the operation of any signal system as outlined in the SOW.

CSC will keep a current, permanent operational record of all work performed at the intersection, including routine maintenance, emergency and non-emergency service calls, and extraordinary maintenance for traffic control or safety equipment maintain by this contract. A copy of such records will be provided to the City Engineer or his authorized representative within two (2) working days upon request.

CSC will visit and provide preventative maintenance for the City's approximately 47 traffic signals and 8 flashing beacons once a month. CSC will develop a monthly summary report containing the minimum information outlined in the SOW in cooperation with the City and submitted with the monthly invoice.

Salvaged or damaged equipment shall become the property of CSC including the proper disposal and recycling of such material unless otherwise directed by the City.

CSC will notify the City Engineer or his authorized representative, at least 48 hours in advance of any scheduled signal turn-off necessitated by CSC operations. CSC will not make any turn-off until given permission to proceed by the City Engineer or his authorized representative. Once permission is obtained, CSC will notify the City of Laguna Hills Police Department of said planned shutdown, as well as the anticipated duration of said shutdown.

CSC will guarantee the work against defective material or workmanship for a period of one (1) year from date of completion of the work. Damage due to traffic accidents, acts of nature and service power surges including those from sabotage and/or vandalism are exempt from the guarantee.

CSC will conduct work in such a manner as to minimize the disruption of traffic flow and follow the California Manual of Uniform Traffic Control Devices (CA MUTCD) standards. CSC will furnish all flaggers, barricades, barriers, lights, signs, and any other devices which may be necessary for adequate and safe traffic control.

CSC will provide a program of routine preventative maintenance of Traffic Signals and Safety Lighting System designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The routine preventative maintenance services will be provided by Personnel identified in Section above.

CSC will inspect and service each signalized intersection once a month or at the frequency outlined in the SOW. CSC will provide all material, labor and equipment, including a service bucket truck capable of performing all the required maintenance functions for each assigned technician, to perform these services. The repair or replacement of traffic signal communications and interconnect equipment not enclosed within the controller cabinet shall be considered EXTRA WORK and will require prior approval by the Engineer before work is commenced.

CSC will inspect and perform routine preventative maintenance service of Flashing Beacon locations and provide the labor, equipment and material to perform the services outlined in the SOW by Key Personnel identified in Section above.

Extraordinary maintenance as listed in the Contract Agreement includes all the labor, equipment, and materials necessary to ensure the safe and efficient operation of the City's traffic signal system that goes beyond the normal routine preventative maintenance program established by this SOW. The extraordinary maintenance, except for emergency repairs as provided for in this SOW, shall require prior written authorization from the City Engineer.

CSC maintains a lab and bench repair operation that uses certified testing procedures that are on file with the California Department of Transportation allowing for the testing of new equipment and other related technical activities as may be required. CSC has excellent facilities and tools available to assist in the repair and bench testing of existing equipment.

CSC maintains a quality assurance program for quality control and identification of continual service improvement opportunities. Methods include the review for accuracy of all service reports and invoices, periodic independent site evaluation and review sessions with assigned personal.

CSC consistently operates in a safe, workmanlike manner. Safety meetings are held on a regular basis and all safety laws are adhered to. There is no negative history to report with respect alleged significant prior or on-going contract failures, civil or criminal litigation or pending investigation involving CSC.

CSC supplies the best traffic system maintenance service possible by fulfilling each City's expectations and requirements. Since the inception of CSC in 1979, we have continued to foster an attitude and approach to customer service that provides value through care and accountability to delivery of quality services. As a result, technicians consider each City, "their City" and its care a source of personal pride. This is evidenced by the longevity of CSC in the Traffic Signal System maintenance industry and the quality services provided to our customers.

CSC maintains a "C-10" license. CSC and all its subcontractors will obtain and pay for all permits and licenses as required under this contract. CSC is a signatory to an Agreement with the International Brotherhood of Electrical Workers, local 11. The Agreement provides for classifications specific to the maintenance and repair of traffic signals and appurtenances, including street lighting systems. CSC does not currently employ Transportation Systems Electricians as they are covered under a separate agreement that CSC is not a signatory.

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

COMPUTER SERVICE COMPANY

License Number 171920

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL
A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,

March 1, 2013

Issued December 3, 1957

Reissued December 28, 1979

Paul Schifino
Board Chair

Stephen P. Sands
Registrar of Contractors

4. References

a) Sample of Current City Contracts

City of Lake Forest – 91 Intersections
Doug Anderson, Traffic Engineering Manager – (949) 461-3486

City of Tustin - 122 Intersections
Terry Lutz, City Engineer - (714) 731-9455

City of Laguna Niguel - 75 Intersections
Dave Rogers, Director of Public Works - (949) 362-4377

City of San Dimas - 34 Intersections
John Campbell, Public Works Maintenance Superintendent - (909) 394-6270

City of Chino Hills – 51 Intersections
Joe Dyer, Assistant City Engineer – (909) 364-2771

City of La Palma - 21 Intersections
Larry Baldwin, Engineering Technician - (714) 690-3325

City of Los Alamitos - 20 Intersections
Tony Brandyberry, Public Works Superintendent - (562) 431-3538 ext 105

City of Covina - 49 Intersections
Paul Hertz, Superintendent - (626) 384-5219

City of Monterey Park - 57 Intersections
Ray Alfonso, Assistant City Engineer - (626) 307-1330

City of Coachella - 16 Intersections
George Torres, Street Division Supervisor - (760) 398-4202

b) Recently Expired City Contracts

City of Chino - 102 Intersections
Mario Flores, Engineer - (909) 591-9828

City of Aliso Viejo - 46 Intersections
Shawn Pelletier, City Engineer - (949) 425-2533

City of Placentia - 44 Intersections
Ruth Smith - Traffic Engineer - (714) 993-8131

CITY OF LAGUNA HILLS

April 17, 2014

Computer Service Company
12907 Garvey Avenue
Baldwin Park, Ca 91706

SUBJECT: ADDENDUM NO.1 TO REQUEST FOR PROPOSAL (RFP) FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Dear Mr. Telander,

You are informed of the following changes to the subject document which are material to your Proposal.

1) The RFP does not make any reference to "Holiday Pay" rates in Exhibit B. If you require Holiday Pay rates, add a paragraph explanation to your fee proposal stating the details of, and when, the Holiday Pay rates would apply.

2) On Exhibit B, under Extraordinary Maintenance, Fee Item No. 6, manually change the quantities for the line items described and shown revised below.

6. Painting of Controller Cabinets/Signal Heads

Item	Quantity
"Clean, primer and repaint controller cabinets..."	10
"Clean, primer and repaint signal head..."	205

Proposing Firms shall return a signed copy of this Addendum No. 1 with their Proposal.

Sincerely,

Kenneth H. Rosenfield, P.E.
Director of Public Services

Received By:

CSC / Jeff Telander
Firm/Proposer Print Name

Signature

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2600 • FAX (949) 707-2633
website: www.ci.laguna-hills.ca.us

EXHIBIT D

TRAFFIC SIGNAL MAINTENANCE
CONTRACTOR / FIRMS INFORMATION

Firm Name: Computer Service Company

Firm Parent or Ownership: _____

Firm Address: 12907 E. Garvey Ave., Baldwin Park, CA 91706

_____

Firm Telephone Number: (951) 738-1444

Firm Fax Number: (626) 962-2521

Number of years in existence: 35

Management Contact (person responsible for direct contact with the City of Laguna Hills and services required for this Request for Proposal):

Name: Jeff Telander **Title:** Operation Manager

Telephone Number: (714) 981-7989 **Fax:** (626) 962-2521

Email: jtelander@computerservco.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Justin Cataldo **Title:** Project Manager

Telephone Number: (714) 920-4617 **Fax:** (626) 962-2521

Email: jcataldo@computerservco.com

Types of services provided by the firm: Traffic Signal & Streetlight Maintenance

_____

EXHIBIT E

TRAFFIC SIGNAL MAINTENANCE

REQUIRED CITY FORMS (Return with Proposal)

CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONTRACTOR/FIRM: Computer Service Company

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

NONE

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

NONE

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

Signed this 1st day of May, 2014, at 12907 E. Garvey Ave, Baldwin Park, California.

Name: Vincent P. Mauch

Title: Chief Financial Officer

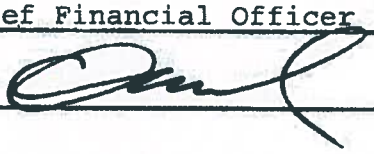
Signature:

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of Computer Service Company (Contractor/Firm) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Vincent P. Mauch

Title: Chief Financial Officer

Signature: 

Date: 05/01/2014

CONTRACTOR'S STATEMENT OF ACCEPTANCE
OF
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

I hereby certify on behalf of Computer Service Company (Contractor/Firm) that I/we have reviewed in full the draft Traffic Signal Maintenance Agreement, Appendix A to the Request for Proposal, understand the obligations in the Agreement and are prepared to execute the Agreement as presented in Appendix A.

Name: Vincent P. Mauch

Title: Chief Financial Officer

Signature:

Date: 05/01/2014

EXHIBIT F

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated August 6, 2013, and to be bound by the terms and conditions of the RFP.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated April 2, 2014.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from May 1, 2014.

Name of Firm: Computer Service Company

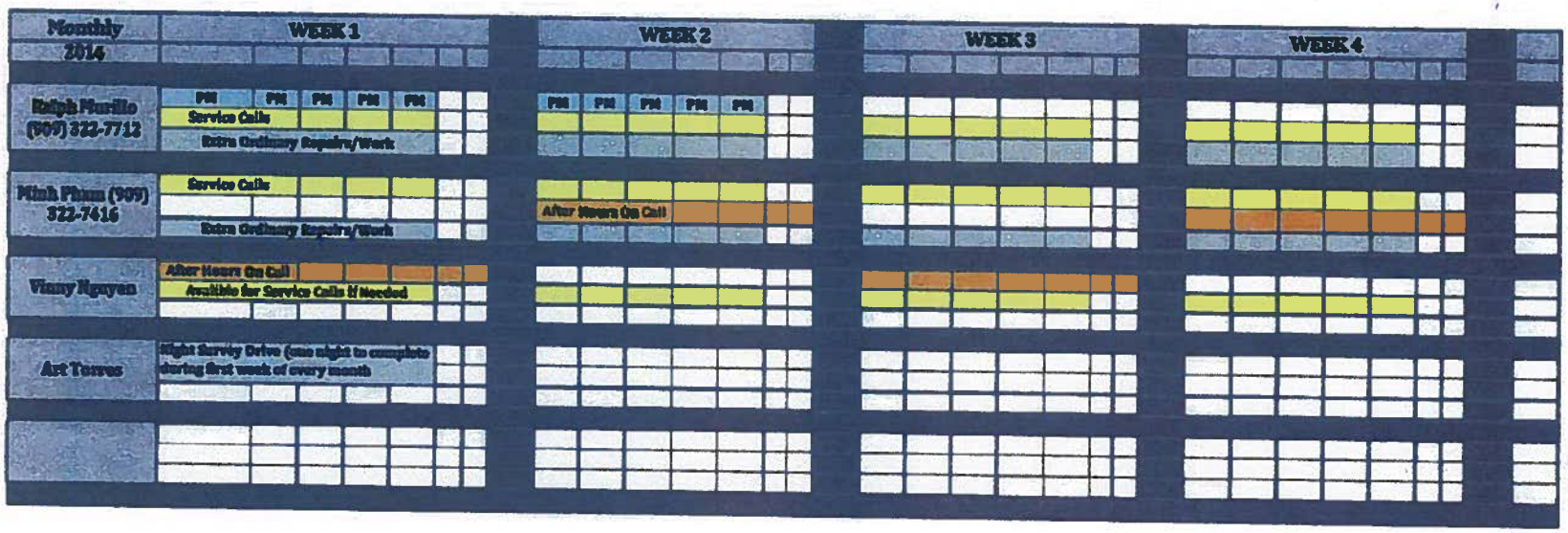
By: _____
(Authorized Signature)

Type Name: Vincent P. Mauch

Title: Chief Financial Officer

Date: 05/01/2014

Allocation of Resources City of Laguna Hills



5/27/2014 ITEM NO. 3.6

CSC
COMPUTER SERVICE COMPANY
TRAFFIC SYSTEMS SPECIALISTS
SINCE 1957

May 1, 2014

Mr. Kenneth H. Rosenfield
Director of Public Services/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Exhibit B Fee Schedule

Dear Mr. Rosenfield,

Computer Service Company ("CSC"), a Woman Owned Business, located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this Exhibit B Fee Schedule in response to the City of Laguna Hill's Request for Proposal dated April 2, 2014 including Addendum Number 1.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

Jeff Telander – Operations Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelander@computerservco.com

CITY OF LAGUNA HILLS

FEE SCHEDULE
EXHIBIT B
ROUTINE MAINTENANCE

MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCES, CITY STREETLIGHTS, GUIDE SIGNS ILLUMINATED STREET NAME SIGNS, SAFETY LIGHTS, AND CITY MONUMENT LIGHTS

Firms Name: Computer Service Company

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems and interconnect and appurtenances **Per intersection, per month:**	47 Traffic Signals	$ 65.00 Each	$3,055.00 Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons **Per location, per month:**	8 Beacons locations	$ 20.00 Each	$ 160.00 Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights **Per light, per month:**	189 Lights	$ 2.15 Each	$ 406.35 Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs **Per sign, per month:**	166 ISNS	$ 2.15 Each	$ 356.90 Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge **Per sign, per month:**	4	$ 25.00 Each	$ 100.00 Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights **Per light, per month:**	28	$ 2.25 Each	$ 63.00 Monthly

-Continue next page-

7	Routine inspection, preventative maintenance, and repairs of City monument lights + tree uplights **Per light, per month:**	117	$ 4.50 Each	$ 526.50 Monthly
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE				$4,667.75 **MONTHLY**
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE WRITTEN IN WORDS: Four thousand six hundred sixty seven and seventy five cents.				

Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed. Contractor is solely responsible to understand the full scope of work and existing equipment to be maintained.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

Contractor shall note that the award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretion, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to be effective July 1st

Acknowledged:

Firm/Contractor: Computer Service Company

By: Vincent P. Mauch
Print name

Signature:

Date: 05/01/2014

-Continue next page-

CITY OF LAGUNA HILLS
Schedule (continued)
EXTRAORDINARY MAINTENANCE

The description of extraordinary maintenance is provided per the provision of the scope of work.

Firms Name: Computer Service Company

1. Labor	Regular Time	Overtime
Signal Maintenance Superintendent	$ 95.00	$ 142.00
Signal Maintenance Technicians	$ 80.00	$ 120.00
Field Traffic Signalman	$ 76.00	$ 114.00
Laborer	$ 70.00	$ 105.00
Painter	$ 70.00	$ 105.00
Engineer Technician	$ 95.00	$ 142.00
Interconnect/Communications Specialist - Ethernet	$ 95.00	$ 142.00

2. Equipment	Rate Per Hour
Flex Lift (Hydraulic Boom)	$ 170.00
Pickup Truck	$ 18.00
Service Truck	$ 22.00
Service Ladder Truck	$ N/A
Boom Ladder Truck (Man Lift) (Bucket Truck)	$ 32.00
Concrete Saw and Water Truck	$ 40.00
Compressor with Tools	$ 25.00

The following EXTRAORDINARY MAINTENANCE quantities are estimates only and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

3. Controller, Cabinet and Appurtenances	Unit Quantity	Unit Cost	Total Cost
Installation of new, fully wired Type P cabinet	2	$28,000	$ 56,000
Paint all signal heads, back plates, housings and visors within 18 months	47 Intersections	$1,900	$ 89,300
Installation of new NEMA type TS1 controller	2	$4,000	$ 8,000

-Continue next page-

Major upgrade of existing controller cabinet (excluding controller) such as painting, rewiring, auxiliary equipment upgrades including rack-mounted detection and new signal monitor	2	$5,000	$10,000
Type III service – stainless steel	4	$2,850	$ 11,400
Replace splice cabinet stainless steel	4	$1,550	$6,200
Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)	10	$2,700	$27,000
Individual replacement of detectors in controller as needed	10	$350.00	$ 3,500
Installation of new LCD-12P Signal Monitor unit as needed	4	$950.00	$ 3,800
Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)	2	$1,100	$ 2,200
Annual Conflict Monitor Testing	47	$85.00	$ 3,995
Replacement of Inoperable Conflict Monitors	2	$950.00	$ 1,900
4. All 12" Vehicle Heads and Equipment	**Unit Quantity**	**Unit Cost**	**Total Cost**
Replace red ball LED display	50	$89.00	$4,450
Replace red arrow LED display	50	$86.00	$4,300
Replace yellow ball LED display	20	$90.00	$1,800
Replace yellow arrow LED display	20	$86.00	$1,720
Replace green ball LED display	40	$125.00	$ 5,000
Replace green arrow LED display	40	$115.00	$ 4,600
Replace red Programmable Visor (PV) LED	10	$128.00	$ 1,280
Replace yellow Programmable Visor (PV) LED	10	$120.00	$ 1,200
Replace green Programmable Visor (PV) LED	10	$190.00	$ 1,900
5. Pedestrian Heads and Equipment	**Unit Quantity**	**Unit Cost**	**Total Cost**
Replace pedestrian push button signing	10	$35.00	$ 350.00
Replace pedestrian module kits (countdown only)	32	$350.00	$ 11,200
Replace pedestrian push buttons	4	$105.00	$ 420.00
Paint Pedestrian Heads/Frameworks per intersection	10	$60.00	$ 600.00

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6.	Painting of Controller Cabinets/Signal Heads	Unit Quantity	Unit Cost	Total Cost
Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City		~~265~~ 50	$550.00	$27,500
Clean, primer, and repaint signal head and mounting surfaces per industry standard color as approved by City		~~58~~ 205	$145.00	$29,725
7.	**Replacing Detection**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Install 6' round three- or four-turn Type E loop detectors including sawcut lead-in		52	$410.00	$21,320
Purchase, installation and replacement of video detection camera		4	$4,200	$16,800
8.	**Battery Back-up System**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Back-up unit		1	$4,400	$ 4,400
Batteries		8	$260.00	$ 2,080
9.	**Traffic Signs/ISNS/Lighting**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Purchase, installation and replacement of regulatory and warning signs on poles/mast arms		10	$220.00	$ 2,200
Purchase, installation and replacement of 6' ISNS LED complete with premium printed panels		48	$2,700	$129,000
Purchase, installation and replacement of 8' ISNS LED complete with premium printed panels		6	$2,700	$ 16,200
Purchase, installation and replacement of Inoperable Safety Light		10	$450.00	$ 4,500
Replacement of City Owned Street Light / Guide sign Light		10	$450.00	$ 4,500
Purchase, installation and replacement of Inoperable ISNS Light		10	$ 85.00	$ 850.00
10.	**Interconnect Installation and Replacement**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Furnish & install 2" conduit with pull boxes and pull rope			(LF)	
	Bore under sidewalk/street	1,000	$22.00	$22,000
	Trenched in dirt	1,000	$10.00	$10,000
	Wheeled in asphalt	1,000	$34.00	$34,000

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Furnish & install 3" conduit with pull boxes and pull rope				
	Bore under sidewalk/street	1,000	$29.00	$29,000
	Trenched in dirt	1,000	$17.00	$17,000
	Wheeled in asphalt	1,000	$42.00	$42,000
Furnish & install interconnect cable(s)				
	6 pair #22 cable	500	$ 1.00	$ 500.00
	12 pair #22 cable	1,000	$ 2.00	$ 2,000
	25 pair #22 cable	2,500	$ 3.00	$ 7,500
Furnish & install pull boxes or splice pedestals				
	#5 pull box	10	$225.00	$ 2,250
	#6 pull box	10	$294.00	$ 2,940
	Splice pedestals with locks – stainless steel	10	$1,850	$18,500
	Replace lock assembly on splice pedestals	10	$ 30.00	$300.00
Furnish & install termination/connector equipment in splice pedestals				
	Terminal block for #22 cable	10	$110.00	$ 1,100
Interconnect cable connections including verification of operation				
	6/12/25 pair #22 connections	20	$30.00	$ 600.00
	Interconnect/communications troubleshooting	100	$105.00	$ 10,500
11.	**Construction Response**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Response to construction site timing adjustments/ signal flash		10	$105.00	$ 1,050
12.	**Underground Alert Responses/ Marking of Facilities**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Response to all USA Underground Alert requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs .		50	$200.00	$ 10,000

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13.	Monuments	Unit Quantity	Unit Cost	Total Cost
Purchase, installation and replacement of in-ground tree/wall uplight unit to match existing		10	$320.00	$ 3,200
Purchase, installation and replacement of above-ground tree/wall uplight unit to match existing		10	$345.00	$ 3,450
Purchase, installation and replacement of inoperable uplight bulb		20	$ 95.00	$ 1,900
Purchase, installation and replacement of inoperable monument light bulb		10	$ 95.00	$950.00

All extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to task order issued by the City.

The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement. Thereafter, annually, effective July 1st, the fees may be adjusted consistent with the consumer price index (CPI) for the Los Angeles / Orange County fee for the logging 12 months as of the April CPI report, as solely approved by City.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretions, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to the effective July 1st.

Acknowledged:

Firm/Contractor: Computer Service Company

By: Vincent P. Mauch
Print name

Signature:

Date: 05/01/2014

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EXHIBIT "B"

CITY OF LAGUNA HILLS

REQUEST FOR PROPOSALS
FOR
TRAFFIC SIGNAL MAINTENANCE

DATED: APRIL 2, 2014

CITY OF LAGUNA HILLS

REQUEST FOR PROPOSAL
FOR
TRAFFIC SIGNAL MAINTENANCE

APRIL 2, 2014

CITY OF LAGUNA HILLS

REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE

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Traffic Signal Maintenance Services Agreement	Appendix A
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CITY OF LAGUNA HILLS

REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE

The City of Laguna Hills ("City") seeks proposals from qualified firms for Traffic Signal Maintenance.

Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City.

The use of the term "firm" throughout this document means individual proprietorship, partnership, limited liability company, corporation or joint venture.

By submitting a project proposal, the proposer agrees to all of the terms of the RFP and Agreement (Appendix A), unless exceptions to the RFP or Agreement are stated by the proposer in its project proposal. The successful proposer will be required to enter into an Agreement (Appendix A) which will include the requirements of this RFP as well as other requirements. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

1. ABOUT THE CITY

The City of Laguna Hills is located in southern Orange County, California, in the area commonly referred to as the Saddleback Valley, with a population of approximately 31,000 encompassing 6.7 square miles. The City of Laguna Hills fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1991, operates under the Council/Manager form of government and is considered a contract city. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected annually from among the Council Members. The Council meets on the 2nd and 4th Tuesdays of each month.

The firm's principal contact with the City of Laguna Hills will be Kenneth Rosenfield, P.E., Director of Public Services, (949) 707-2655 or a designated representative, who will coordinate the assistance to be provided by the City of Laguna Hills to the proposer.

City Hall is located at 24035 El Toro Road, Laguna Hills, California 92653. The telephone number is (949) 707-2600, and the fax is (949) 707-2633. The City website address is www.ci.laguna-hills.ca.us.

2. PROPOSAL SCHEDULE

The schedule is as follows:

Proposals Due at City Hall	May 1, 2014 4:00 p.m.
Negotiations Complete/ Agreement signed by Proposer	May 20, 2014
City Council Selection*	May 27, 2014
First Working Day	July 1, 2014 12:01 a.m.

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. PROCEDURE FOR SUBMITTING PROJECT PROPOSALS

A. Time, Place and Format

Proposals must be received at City Hall no later than 4:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 4:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected. Proposals must:

- not be folded, tabbed or bound
- show page numbers for all pages in the proposal
- include **3** copies punched for a standard 3-ring binder and placed in the binders
- be on 8-1/2"x11", 20-24 lb. white paper (do not submit covers)
- be submitted in one or more envelopes, each of which clearly:
  - ✓ states **"Traffic Signal Maintenance Proposal"**

- ✓ identifies the proposer
- ✓ states the number of the envelope and the total number of envelopes submitted by the proposer

- Includes Exhibits D, E & F
- the envelope must be addressed as follows:

City of Laguna Hills
Attn: Director of Public Services
24035 El Toro Road
Laguna Hills, CA 92653

Proposals must address the requirements of the RFP in the exact order set forth in Section 4. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Opening of Responses

All proposals will be opened and considered within ten days after the deadline date shown in Section 2, using evaluation procedures set forth in Appendix B.

4. DATA TO BE SUBMITTED WITH PROJECT PROPOSALS

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (Representative authorized to sign an Agreement for your firm) and Project Manager (person responsible for day-to-day management of the project).

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Summary Sheet

1. This section of the proposal must include a fully-completed copy of the Summary Sheet included with this RFP (Exhibit D).

2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the project.

3. Provide the resumes of the Management Contact with the City and the Project Manager (person responsible for day-to-day work on the project).

D. Allocation of Resources

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the Allocation of Resources.

E. Scope of Work

Proposals must address all items set forth in Section 5 "Scope of Work, Exhibit A and Exhibit C." Additional information which, in your opinion, should be included must be clearly identified.

F. References

Each firm must include the following references:

1. List similar services performed as the prime consultant for all similar organizations/entities (not to include the City of Laguna Hills) in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

2. List all similar public agencies (not to include the City of Laguna Hills) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

G. Certification of Proposals and Required City Forms

Return a copy of the entire completed certification properly executed and required city forms as provided for in Appendix E and Appendix F.

5. SCOPE OF WORK

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement and shall conform to Exhibits A through F, inclusive, attached hereto. The firm is solely responsible to research, review and understand the full scope of work to be done to the City's satisfaction.

The Scope of Work is expected to be completed within 5 years. At the City's option, the Agreement may be extended for one additional term of 5 years.

6. DATA TO BE SUBMITTED WITH COST PROPOSALS

A separate, sealed Cost Proposal shall be submitted with the Project Proposal. The separate, sealed envelope shall be marked **"Cost Proposal – Traffic Signal Maintenance"** and shall include Exhibit B with a transmittal letter.

Compensation and rates shall not be changed for the first two years of the Contract. Thereafter, a change in compensation, not to exceed 5% and equal to the Consumer Price Index change for the LA/OC area for the logging 12 months as of April, may be considered by the City.

7. GENERAL REQUIREMENTS

A. Personnel

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of project). The successful proposer may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

B. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

C. Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.

D. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

E. Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

F. Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

G. Conflict of Interest

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her

termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

H. Confidential Information

The City shall refrain from releasing Proposer's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Proposer of its intention to release Proprietary Information. Proposer shall have five (5) working days after receipt of the Release Notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Proposer fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

8. TERM

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years commencing on July 1, 2014, and ending on June 30, 2019.

EXHIBIT A

SCOPE OF WORK
CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE SPECIFICATIONS

I. SCOPE OF WORK

A. General Description

The traffic signal maintenance contractor ("Contractor" or "Firm") shall perform routine scheduled maintenance, extraordinary maintenance, emergency repairs and technical support for the City of Laguna Hills ("City") traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but, not be limited to, all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, pan/tilt/zoom cameras, detection cameras, loops and all related hardware at all City signalized intersections and City street lights, underdeck lights, guide sign lights and City monument lights.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four (24) hour, on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections with an established checklist. The Contractor shall recognize these traffic signals, warning devices, and highway safety lighting as critical safety devices to the public; timely response to requests and completion of repairs is imperative.

B. Specifications

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Services, or his authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

C. Compensation For Maintenance

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit B and shall include, as appropriate, all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Director of Public Services or his authorized representative. All extraordinary maintenance requires City authorization per Task Order prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

II. CONTRACTOR REQUIREMENTS

A. Facilities

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operational following ordinary trouble calls. The Contractor shall have on-hand at least five (5) spare Econolite ASC/3-2100 NEMA controllers which are Centracs system-compatible (includes controller software updates and ethernet ready) and five (5) spare NEMA Conflict Monitors available for deployment within the City. The Contractor shall also have at least two (2) spare battery sets to replace failed Battery Back-Up Units.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City. Contractor shall have and monitor a local telephone number, fax number and email address.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for NEMA controllers.

B. Personnel

The Contractor shall provide at least two (2) full-time Transportation System Electricians to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Services or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of Econolite ACS/3–2100 controllers and its integrated operation with Econolite Centracs (monitoring central master) and Actellis Data Transmitters including software compatibility and timing functions.

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night rides for Illuminated Street Name Signs (ISNS), safety lighting, City owned street lights, monuments or other work as required. Monthly

night inspections for safety lighting, City owned street lights, Battery Backup Systems, ISNS and monuments will be conducted after dusk and overtime rates shall not apply to these activities.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or the standards established per the contract.

C. Service Requests 24-Hour Phone Access

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including replacement of burned-out vehicles indications, adjustments of turned signal heads, repair of vehicle detectors (video and loop) repair of controller malfunctions or any damage creating a public hazard. Contractor vehicles shall also carry portable stop signs should City request this installation for blacked out signals. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

The Contractor shall subscribe to Underground Services Alert (USA) on-line interconnect notifications to receive direct request or notices for identification of City underground facilities and respond within 48 hours to such notices.

D. Response Criteria for Requested Services

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the contact, and within two (2) hours during non-working hours of the contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Photos shall be taken of any damage and submitted

with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

E. Additions To System

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

F. Maintenance Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

1. **Each Intersection**. The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, pre-emptive control, or similar equipment. Existing operational records shall also be maintained for historical purposes.

The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form as approved by City, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

2. **Office Records**. The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four (24) hour period. This record shall include the date and time of day the work was performed at each intersections, the description of work performed, and the name of the technician(s) that performed the work.

Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

3. **Activities Report**. Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

    - Location of each separate service
    - Date and approximate time for the service
    - Reason for the service
    - Identification of the type of service (Routine, Extraordinary and/or Emergency)
    - Status of repair (complete or temporary)
        - For Temporary--Estimated date of final repairs
    - Who called in the request for service
    - Name of technicians(s) performing the service
    - Number of hours spent for each service

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

4. **Citywide Underground References.** Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans in response to U.S.A. callouts. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

G. City Notification of Changes in Traffic Signal Equipment or Operation

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Services or his authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

H. Shut Downs

Contractor shall notify Laguna Hills Police Services (Orange County Sheriff's Department) and the Director of Public Services or his authorized representative of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Services or his authorized representative.

I. Type of Signal System Equipment

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

J. Warranty Service

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company except for new ISNS which shall carry a five (5) year warranty. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

K. Traffic Control

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:30 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD–Latest Version) published by the State of California, Department of Transportation, the standards as contain in the "Work Area Traffic Control Handbook" (WATCH–latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public

Services to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of four (4) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components. All staff shall, at all times, wear ANSI 107-2010, class III safety vests.

III. ROUTINE MAINTENANCE

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

A. Monthly Inspection

Contractor shall clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit, for City approval, a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.

2. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.

3. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.

4. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of vehicles, bicycles and pedestrians and adjust or repair as necessary to restore intended operation and inspect pan/tilt/zoom cameras. This includes the splicing (or re-splicing) of detector loops and the replacement of pedestrian buttons as needed.

5. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.

6. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.

7. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.

8. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.

9. Check Battery Back-up Systems for proper operation and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall

be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.

10. Check the operation of the Emergency Vehicle Pre-Emption (EVP) equipment in the cabinet.

11. Inspection of illuminated street name signs, guide signs, safety lights, monument lights and City owned street lights shall include at least one night-time inspection each month with replacement lamps as required in addition to the timely replacement of burned-out lamps as reported or observed. The Contractor shall notify the City of any sign panels or housing in need of refurbishment or replacement.

12. Inspect the operation of the flashing beacons and make any repairs or replacement of lights as required.

B. Quarterly Maintenance (Every Three Months)

1. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired. Clean the lenses of video detection cameras and EVP units.

C. Semi Annual Maintenance (Every Six Months)

1. Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months. Clean the housing and lenses of pan/tilt/zoom cameras.

D. Yearly Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

1. Conflict Monitor

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a

schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

2. Emergency Vehicle Pre-emption (EVP)

The optical detector lens shall be cleaned quarterly according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City.

3. Battery Back-Up System

Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

4. Traffic Signal Controller Software

Contractor shall annually verify and update records of current software or firmware for the Econolite ASC/3 controllers and the Centracs system. This includes the spare controllers that the Contractor maintains for emergency replacement of failed controllers. All updates of controllers that require shut-down of the signal shall be coordinated with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.

5. Painting

a) Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.

b) Within 18 months of the beginning of this Agreement, Contractor shall re-paint 100% of all signal faces, visors, housings and back plates per the fee schedule

c) Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance.

E. Repair and Replacement

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

F. Loop Detector Replacement

Once it is determined and the City has issued a task order, that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

G. Lamps and Lighting

Contractor shall furnish and replace all illuminated street name sign lamps and safety lighting lamps at all traffic signals, flashers, street lights, under-deck lights, monument lights, and guide sign lights based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI Standard C78. Safety lighting shall be replaced with the equivalent per the existing lamp. Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed.

The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance and shall be warranted for 5-years of services.

H. Conflict Monitors

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor

that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

I. Battery Back-up Systems

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

J. Emergency Service

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of red lamps is an emergency call. The replacement of burned-out lamps (other than red) need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

K. Payment for Routine Maintenance

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per signalized intersection, flashing beacon, highway safety light, guide signs, city owned street lights and illuminated street name sign, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

IV. EXTRAORDINARY MAINTENANCE

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient

operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section III.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs. The work shall be subject to City issuance of a task order and will be scheduled during regular hours whenever possible, City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

1. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation.
2. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components.
3. Replacement of batteries for battery back-up systems.
4. LED module replacements.
5. Pedestrian indication replacements.
6. Painting of cabinets and signal heads (except for the initial painting per the fee schedule).
7. New lenses and framework.
8. Signal loop detector replacement.
9. Video detection camera replacement.
10. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing).
11. Replacement when said equipment becomes obsolete or deteriorates beyond repair.
12. Pan/tilt/zoom camera replacement.
13. ISNS LED sign complete replacement.
14. Monument, tree, wall unit complete replacement.

Other Extraordinary Scope of Work

Contractor response to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect shall be billed as extraordinary maintenance.

Contractor may be required to assist in the final inspection of new installation or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

A. Notifications

On a monthly basis, the Contractor shall report to the Director of Public Services or his authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Services or his authorized representative's written authorization via a task order, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance Task Orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with the exemption given to Task Orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

B. Emergencies

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City or Orange County Sheriff's Department and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Services or his representative.

2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City to the City storage.

3. If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation, and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while the Contractor

repairs the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

4. If the Contractor representative must leave a blacked out signal location that has stop signs, the technician shall use the police panel switch to set a flash operation when the power is restored. Contractor shall schedule a follow-up visit to turn off the flash and restore normal traffic signal operation when the power is available.

C. Underground Service Alert

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the Director of Public Services, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

D. Traffic Signal Master/Interconnect

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the Econolite Centracs traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

E. Painting

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray

painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance. In the first 18 months of this Agreement, Contractor shall repaint 100% of all of the above described equipment per the fee schedule.

F. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such repairs required beyond the scope of routine maintenance as follows. Any work not invoiced by the Contractor within 90 days of completion of the work shall not be paid.

1. Materials

The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the approval of the Director of Public Services, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.

2. Direct Labor

Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances per intersection. City shall pay the Contractor for such hours of extraordinary maintenance at the rates specified on Exhibit B of the Contract. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

3. Equipment

City shall pay Contractor for equipment used in extraordinary maintenance on a per-hour basis as specified in Exhibit B of the Contract and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on Exhibit B of the Contract for per-hour rates.

No additional compensation shall be paid for transporting the equipment to or from the job site.

V. OTHER

A. Labor Strike

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in the City. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide comparable continuous service as if there were no strike. Failure to do so will cause the City to take whatever actions are deemed necessary to provide such service and the costs will be borne by the Contractor.

B. Permits And Licenses

The Contractor shall procure all permits and license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. No fees will be charged for City-related projects.

C. Patents

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

VI. EQUIPMENT REPLACEMENT

The replacement of any equipment or material utilized in fulfillment of this Agreement shall be of the highest quality and premium standard equipment available to the City's satisfaction. Contractor shall submit up to three recommendations with manufacturers information for City review, approval and selection of the equipment and materials. City shall solely select the equipment or materials, regardless of cost, and Contractor shall then purchase and install the equipment in accordance with the fee schedule without any change in compensation.

EXHIBIT "B"
FEE SCHEDULE

(RETURN IN FEE PROPOSAL ENVELOPE)
ALONG WITH A TRANSMITTAL LETTER

CITY OF LAGUNA HILLS

FEE SCHEDULE
EXHIBIT B
ROUTINE MAINTENANCE

MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCES, CITY STREETLIGHTS, GUIDE SIGNS ILLUMINATED STREET NAME SIGNS, SAFETY LIGHTS, AND CITY MONUMENT LIGHTS

Firms Name:_____

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems and interconnect and appurtenances **Per intersection, per month**:	47 Traffic Signals	$ Each	$ Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons **Per location, per month**:	8 Beacons locations	$ Each	$ Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights **Per light, per month**:	189 Lights	$ Each	$ Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs **Per sign, per month**:	166 ISNS	$ Each	$ Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge **Per sign, per month**:	4	$ Each	$ Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights **Per light, per month**:	28	$ Each	$ Monthly

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7	Routine inspection, preventative maintenance, and repairs of City monument lights + tree uplights **Per light, per month:**	117	$ Each	$ Monthly
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE				**$ MONTHLY**
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE WRITTEN IN WORDS: _____				

Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed. Contractor is solely responsible to understand the full scope of work and existing equipment to be maintained.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

Contractor shall note that the award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretion, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to be effective July 1st

Acknowledged:

Firm/Contractor: _____

By: _____
Print name

Signature: _____

Date: _____

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CITY OF LAGUNA HILLS
Schedule (continued)
EXTRAORDINARY MAINTENANCE

The description of extraordinary maintenance is provided per the provision of the scope of work.

Firms Name: _____

1.	Labor	Regular Time	Overtime
Signal Maintenance Superintendent		$	$
Signal Maintenance Technicians		$	$
Field Traffic Signalman		$	$
Laborer		$	$
Painter		$	$
Engineer Technician		$	$
Interconnect/Communications Specialist - Ethernet		$	$

2.	Equipment	Rate Per Hour
Flex Lift (Hydraulic Boom)		$
Pickup Truck		$
Service Truck		$
Service Ladder Truck		$
Boom Ladder Truck (Man Lift)		$
Concrete Saw and Water Truck		$
Compressor with Tools		$

The following EXTRAORDINARY MAINTENANCE quantities are estimates only and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

3.	Controller, Cabinet and Appurtenances	Unit Quantity	Unit Cost	Total Cost
Installation of new, fully wired Type P cabinet		2	$	$
Paint all signal heads, back plates, housings and visors within 18 months		47 Intersections	$	$
Installation of new NEMA type TS1 controller		2	$	$

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Major upgrade of existing controller cabinet (excluding controller) such as painting, rewiring, auxiliary equipment upgrades including rack-mounted detection and new signal monitor	2	$	$
Type III service – stainless steel	4	$	$
Replace splice cabinet stainless steel	4		
Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)	10	$	$
Individual replacement of detectors in controller as needed	10	$	$
Installation of new LCD-12P Signal Monitor unit as needed	4	$	$
Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)	2	$	$
Annual Conflict Monitor Testing	47	$	$
Replacement of Inoperable Conflict Monitors	2	$	$
4. All 12" Vehicle Heads and Equipment	**Unit Quantity**	**Unit Cost**	**Total Cost**
Replace red ball LED display	50	$	$
Replace red arrow LED display	50	$	$
Replace yellow ball LED display	20	$	$
Replace yellow arrow LED display	20	$	$
Replace green ball LED display	40	$	$
Replace green arrow LED display	40	$	$
Replace red Programmable Visor (PV) LED	10	$	$
Replace yellow Programmable Visor (PV) LED	10	$	$
Replace green Programmable Visor (PV) LED	10	$	$
5. Pedestrian Heads and Equipment	**Unit Quantity**	**Unit Cost**	**Total Cost**
Replace pedestrian push button signing	10	$	$
Replace pedestrian module kits (countdown only)	32	$	$
Replace pedestrian push buttons	4	$	$
Paint Pedestrian Heads/Frameworks per intersection	10	$	$

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6.	Painting of Controller Cabinets/Signal Heads	Unit Quantity	Unit Cost	Total Cost
Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City		205	$	$
Clean, primer, and repaint signal head and mounting surfaces per industry standard color as approved by City		50	$	$
7.	**Replacing Detection**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Install 6' round three- or four-turn Type E loop detectors including sawcut lead-in		52	$	$
Purchase, installation and replacement of video detection camera		4	$	$
8.	**Battery Back-up System**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Back-up unit		1	$	$
Batteries		8	$	$
9.	**Traffic Signs/ISNS/Lighting**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Purchase, installation and replacement of regulatory and warning signs on poles/mast arms		10	$	$
Purchase, installation and replacement of 6' ISNS LED complete with premium printed panels		48	$	$
Purchase, installation and replacement of 8' ISNS LED complete with premium printed panels		6	$	$
Purchase, installation and replacement of Inoperable Safety Light		10	$	$
Replacement of City Owned Street Light / Guide sign Light		10	$	$
Purchase, installation and replacement of Inoperable ISNS Light		10	$	$
10.	**Interconnect Installation and Replacement**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Furnish & install 2" conduit with pull boxes and pull rope			(LF)	
	Bore under sidewalk/street	1,000	$	$
	Trenched in dirt	1,000	$	$
	Wheeled in asphalt	1,000	$	$

-Continue next page-

Furnish & install 3" conduit with pull boxes and pull rope				
	Bore under sidewalk/street	1,000	$	$
	Trenched in dirt	1,000	$	$
	Wheeled in asphalt	1,000	$	$
Furnish & install interconnect cable(s)				
	6 pair #22 cable	500	$	$
	12 pair #22 cable	1,000	$	$
	25 pair #22 cable	2,500	$	$
Furnish & install pull boxes or splice pedestals				
	#5 pull box	10	$	$
	#6 pull box	10	$	$
	Splice pedestals with locks – stainless steel	10	$	$
	Replace lock assembly on splice pedestals	10	$	$
Furnish & install termination/connector equipment in splice pedestals				
	Terminal block for #22 cable	10	$	$
Interconnect cable connections including verification of operation				
	6/12/25 pair #22 connections	20	$	$
	Interconnect/communications troubleshooting	100	$	$
11.	**Construction Response**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Response to construction site timing adjustments/ signal flash		10	$	$
12.	**Underground Alert Responses/ Marking of Facilities**	**Unit Quantity**	**Unit Cost**	**Total Cost**
Response to all USA Underground Alert requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs		50	$	$

-Continue next page-

13.	Monuments	Unit Quantity	Unit Cost	Total Cost
Purchase, installation and replacement of in-ground tree/wall uplight unit to match existing		10	$	$
Purchase, installation and replacement of above-ground tree/wall uplight unit to match existing		10	$	$
Purchase, installation and replacement of inoperable uplight bulb		20	$	$
Purchase, installation and replacement of inoperable monument light bulb		10	$	$

All extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to task order issued by the City.

The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement. Thereafter, annually, effective July 1st, the fees may be adjusted consistent with the consumer price index (CPI) for the Los Angeles / Orange County fee for the logging 12 months as of the April CPI report, as solely approved by City.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretions, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to the effective July 1st.

Acknowledged:

Firm/Contractor: _____

By: _____
Print name

Signature: _____

Date: _____

-Continue next page-

CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE
LISTING OF WORK SITES
EXHIBIT C

TRAFFIC SIGNAL LOCATIONS

#	INTERSECTION				SAFETY LIGHTS SIZE (WATTS)				PTZ CAMERAS
	NORTH/SOUTH STREET	EAST/WEST STREET	VENDOR	MODEL	NW/C	NE/C	SW/C	SE/C	
1	ALISO HILLS	ALICIA	ECONOLITE	ASC 3	---	250	200	250	
2	ALISO HILLS	LA PAZ	ECONOLITE	ASC 3	250	200	---	250	
3	AVE CARLOTA	EL TORO	ECONOLITE	ASC 3	250	250	250	250	1
4	AVE CARLOTA	LOS ALISOS	ECONOLITE	ASC 3	200	200	200	250	
5	AVE CARLOTA	PASEO DE VALENCIA	ECONOLITE	ASC 3	310	250	310	310	1
6	AVE CARLOTA	PLAZA LN	ECONOLITE	ASC 3	250	250	250	250	
7	AVE CARLOTA	RIDGE ROUTE	ECONOLITE	ASC 2S	250	250	---	250	
8	AVE CARLOTA	VIA PUERTA	ECONOLITE	ASC 2S	250	250	250	---	
9	BRIDLEWOOD	OSO	ECONOLITE	ASC 3	250	200	200	250	1
10	CABOT	EL PASEO	ECONOLITE	ASC 3	250	---	250	250	
11	CABOT	NELLIE GAIL	ECONOLITE	ASC 3	250	250	250	---	
12	CABOT	OSO	ECONOLITE	ASC 3	250	250	250	250	
13	CABOT	PASEO DE VALENCIA	ECONOLITE	ASC 3	250	250	250	---	
14	CABOT	RAPID FALLS	ECONOLITE	ASC 2S	200/200	250/250	250/250	---/250	
15	COMMUNITY CENTER	ALICIA	ECONOLITE	ASC 3	250	250	250	250	
16	COSTEAU	ALICIA	ECONOLITE	ASC 3	250	250	250	400	
17	DEL LAGO	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250	
18	HON	ALICIA	ECONOLITE	ASC 3	400	250	250	400	1
19	INDIAN HILL	LAGUNA HILLS	ECONOLITE	ASC 2S	250	200	200	250	
20	McINTYRE	LA PAZ	ECONOLITE	ASC 3	250	250	200	250	
21	MILL CREEK	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250	
22	MOULTON	ALICIA	ECONOLITE	ASC 3	250	250	250	250	1
23	MOULTON	EL PACIFICO	ECONOLITE	ASC 3	200	250	250	200	
24	MOULTON	GLENWOOD	ECONOLITE	ASC 3	250	250	250	250	
25	MOULTON	LA PAZ	ECONOLITE	ASC 3	250	250	250	250	

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CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE
LISTING OF WORK SITES
EXHIBIT C

	TRAFFIC SIGNAL LOCATIONS CONTINUED								
26	MOULTON	LAGUNA HILLS	ECONOLITE	ASC 3	250	250	250	250	
27	MOULTON	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250	1
28	MOULTON	OSO	ECONOLITE	ASC 3	250	250	250	250	1
29	MOULTON	RIDGE ROUTE	ECONOLITE	ASC 3	2x250	2x250	2x250	2x250	
30	MOULTON	VIA LOMAS	ECONOLITE	ASC 3	200	250	250	200	
31	NELLIE GAIL	OSO	ECONOLITE	ASC 3	250	200	200	250	
32	PASEO DE VALENCIA	ALICIA	ECONOLITE	ASC 3	250	250	250	250	1
33	PASEO DE VALENCIA	BECKENHAM	ECONOLITE	ASC 3	100	200	100	200	
34	PASEO DE VALENCIA	CALLE MAGDALENA	ECONOLITE	ASC 3	---	250	250	250	1
35	PASEO DE VALENCIA	EL TORO	ECONOLITE	ASC 3	2x200	2x200	2x200	2x200	1
36	PASEO DE VALENCIA	LA PAZ	ECONOLITE	ASC 3	250	250	250	250	1
37	PASEO DE VALENCIA	LAGUNA HILLS	ECONOLITE	ASC 3	250	250	250	200	1
38	PASEO DE VALENCIA	LOS ALISOS	ECONOLITE	ASC 3	---	250	250	250	
39	PASEO DE VALENCIA	CALLE LA PLATA	ECONOLITE	ASC 3	200	200	200	200	
40	PASEO DE VALENCIA	HAWK HIGH WAY	ECONOLITE	ASC 3	---	250	250	250	
41	PASEO DE VALENCIA	KENNINGTON	ECONOLITE	ASC 3	---	250	250	250	
42	PASEO DE VALENCIA	VIA ESTRADA	ECONOLITE	ASC 3	250	200	200	200	
43	PERALTA	RIDGE ROUTE	ECONOLITE	ASC 2S	250	250	250	250	
44	RAMONA	ALICIA	ECONOLITE	ASC 3	250	250	250	250	
45	REGIONAL CENTER	EL TORO	ECONOLITE	ASC 3	200	2x200	2x200	200	
46	STA VITTORIA	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250	
47	WILKES	ALICIA	ECONOLITE	ASC 3	250	200	200	250	

FLASHING BEACON LOCATIONS

1 CABOT AT RAPID FALLS - N/B ADVANCED
2 LA PAZ AT ALISO HILLS - E/B ADVANCED
3 LA PAZ AT MCINTYRE - E/B ADVANCED

CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE
LISTING OF WORK SITES
EXHIBIT C

FLASHING BEACON LOCATIONS CONTINUED

4 LA PAZ AT PASEO DE VALENCIA - E/B ADVANCED
5 MOULTON AT VIA LOMAS - S/B ADVANCED
6 OSO AT BRIDLEWOOD - W/B ADVANCED
7 PASEO DE VALENCIA AT LAGUNA HILLS - S/B SCHOOL
8 PASEO DE VALENCIA AT MACKENZIE - N/B SCHOOL

BRIDGE UNDERDECK LIGHTS/GUIDE SIGNS LOCATIONS

1 LA PAZ ROAD UNDERPASS OF I-5
2 EL TORO ROAD UNDERPASS OF I-5
3 SIGN BRIDGE SOUTHBOUND I-5 AT EL TORO ROAD OFF RAMP

ENTRY MONUMENT LOCATIONS

1 ALICIA PARKWAY WESTERLY OF I-5
2 LA PAZ ROAD WESTERLY OF I-5
3 OSO PARKWAY WESTERLY OF CABOT ROAD
4 MOULTON PARKWAY NORTHERLY OF NELLIE GAIL ROAD
5 MOULTON PARKWAY SOUTHERLY OF LAKE FOREST DRIVE
6 ALL FOUR CORNERS OF EL TORO ROAD AT REGIONAL CENTER DRIVE INCLUDING ALL MONUMENT, TREE AND WALL LIGHTS
7 MEDIAN ISLAND MONUMENTS AND TREE UPLIGHTS ON EL TORO ROAD FROM PASEO DE VALENCIA TO AVENIDA DE LA CARLOTA

CITY STREET LIGHTS

1 MEDIAN ISLAND DOUBLE ARM LIGHTS ON EL TORO ROAD FROM PASEO DE VALENCIA TO AVENIDA DE LA CARLOTA

5/27/2014 ITEM NO. 3.6

EXHIBIT D

TRAFFIC SIGNAL MAINTENANCE
CONTRACTOR / FIRMS INFORMATION

Firm Name:_____

Firm Parent or Ownership:_____

Firm Address:_____

_____

Firm Telephone Number:_____

Firm Fax Number:_____

Number of years in existence:_____

Management Contact (person responsible for direct contact with the City of Laguna Hills and services required for this Request for Proposal):

Name:_____ Title:_____

Telephone Number:_____ Fax:_____

Email:_____

Project Manager (Person responsible for day-to-day servicing of the account):

Name:_____ Title:_____

Telephone Number:_____ Fax:_____

Email:_____

Types of services provided by the firm:_____

_____

_____

EXHIBIT E

TRAFFIC SIGNAL MAINTENANCE

REQUIRED CITY FORMS (Return with Proposal)

CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONTRACTOR/FIRM: _____

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

_____

_____

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

_____

_____

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

Signed this _____ day of _____, at _____

_____, California.

Name: _____

Title: _____

Signature: _____

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of _____
(Contractor/Firm) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR'S STATEMENT OF ACCEPTANCE
OF
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

I hereby certify on behalf of _____
(Contractor/Firm) that I/we have reviewed in full the draft Traffic Signal Maintenance Agreement, Appendix A to the Request for Proposal, understand the obligations in the Agreement and are prepared to execute the Agreement as presented in Appendix A.

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT F

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated August 6, 2013, and to be bound by the terms and conditions of the RFP.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated April 2, 2014.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from May 1, 2014.

Name of Firm:_____

By:_____
(Authorized Signature)

Type Name:_____

Title:_____

Date:_____

5/27/2014 ITEM NO. 3.6

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES WITH NUVIS LANDSCAPE ARCHITECTURE AND PLANNING AND RICHARD FISHER ASSOCIATES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS.

SUMMARY:

The City's contract model for providing services includes the utilization of Landscape Architecture Consultants to provide staff support, plan check, design services, studies and otherwise "on-call services" to meet the needs of the community. Staff, following the City's procurement procedures, sought new proposals for this work. Eight (8) proposals were received and evaluated from interested firms. Five (5) Consultants were interviewed and staff is recommending the approval of two (2) Professional Service Agreements (PSAs) for the On-call Landscape Architecture Services with Nuvis Landscape Architecture and Planning and Richard Fisher Associates.

BACKGROUND:

The City utilizes consultants on an as needed basis for a variety of professional services to fulfill the City's mission, goals and objectives. The contract model of this organization allows a minimum full time staff to complete its assignments by judiciously utilizing independent experts and support staff at controlled costs. The Public Services Department has an on-going need to maintain access to Landscape Architecture Consultants for a variety of work including staff support, design services, plan check, studies and otherwise "on-call services" which cannot be fulfilled by staff. Currently, one Consultant fulfills this role and their five-year PSA will end this fiscal year. To address the continuing need for

these services, staff prepared and issued a Request For Proposal (RFP) for the needed services.

In response to the RFP, the City received eight proposals from Landscape Architecture Consultants. A staff committee comprised of the Director of Public Services/City Engineer, Director of Community Development, and Associate Civil Engineer, rated each of the proposals. Five (5) firms were then selected for interviews. As a result of the review of the proposals and the subsequent interviews, two (2) Landscape Architecture Consultants are being recommended for selection and to enter into PSAs: Nuvis Landscape Architecture and Planning and Richard Fisher Associates. The attached PSAs (including the proposals) for the firms are recommended for approval. Each of the selected firms have local Orange County offices, are specialists in serving the needs of municipal clients, have excellent staffing, experience, and references and have the demonstrated ability to meet the City's needs. In selecting two firms to fulfill the needs of On-call Landscape Architecture Services, the City will have a range of readily available options when needing to complete Landscape Architecture related tasks.

The On-call Landscape Architecture Services PSA designates that there is no guarantee of work being issued to any one Consultant, the work will be issued by Task Order on an as-needed basis, there is an annual contract limit of $100,000, the term of the PSA is limited to five (5) years and the PSAs are non-exclusive. The proposed PSAs will be effective July 1, 2014, and will allow staff to continue to fulfill its assignments.

FISCAL IMPACT:

The On-call Landscape Architecture Services is limited to $100,000 per year subject to funding in the Budget. This consists of an allocation of $15,000 for general staff support and up to $85,000 per year for Capital Improvement Project related work.

ATTACHMENTS:

- Professional Services Agreement – Nuvis Landscape Architecture and Planning
- Professional Services Agreement – Richard Fisher Associates

PROFESSIONAL SERVICES AGREEMENT
NUVIS LANDSCAPE ARCHITECTURE AND PLANNING
(On-call Landscape Architectural Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and NUVIS, a California Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified licensed landscape architectural firm to provide on-call landscape architectural consulting services, including but not limited to, consultation by a California registered landscape architect, capital improvement project inspection, plan check of improvement plans, design of capital improvement projects including site planning, budgeting, and preparation of plans, specifications, and construction cost estimates, budget preparation, and coordination with other professional services utilized by City (the "Project").

B. Consultant has submitted to City a proposal, dated March 25, 2014, to provide professional landscape architectural consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional landscape architectural consulting services for the Project set forth in the Proposal/Scope of Work, dated March 25, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the

Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Service and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original March 25, 2014, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance

of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, directors, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of

Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference. The total maximum contract amount shall not exceed five hundred thousand dollars ($500,000.00), which sum shall not exceed one hundred thousand dollars ($100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount").

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

2.3 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Consultant's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Consultant may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Consultant's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any fee adjustment as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all on-call Services and Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Further, that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the

Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars ($2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

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

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

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars ($1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of $10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of $10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured

endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.

5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal

requirements as provided herein.

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

5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

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

5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City original certificates of

insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

7.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

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

cause pursuant to Section 8.3.

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

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

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

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

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any

default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an

equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
To Consultant:	Nuvis Landscape Architecture and Planning Attention: Perry A. Cardoza, ASLA, Exec. Vice President 3151 Airway Avenue, J-3 Costa Mesa, California 92626 Telephone: (714) 754-7311 Facsimile: (714) 754-7346

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

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

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

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed

as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

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

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

10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS,
a California municipal corporation

BRUCE E. CHANNING,
City Manager

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
NUVIS, a California corporation

By: _____
LESLEE A. TEMPLE,
President/ CFO

By: _____
PERRY A. CARDOZA, ASLA,
Executive Vice President

EXHIBIT "A"

March 25, 2014 PROPOSAL/ SCOPE OF WORK

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

NŪVIS

LANDSCAPE ARCHITECTURE AND PLANNING

CA 1226 / NV 396 / AZ 31507

March 25, 2014

Kenneth H. Rosenfield, P.E.
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RE: ***Request for Proposal for On-Call Landscape Architecture Support Services***

Dear Mr. Rosenfield:

Thank you for the opportunity to submit our statement of qualification and professional hourly fee proposal for consideration for participation with the City of Laguna Hills through On-Call Landscape Architecture Support Services. NUVIS is excited to share with the City our established and vast background of providing similar services for public agencies throughout California.

NUVIS is a State of California certified D/WBE, SBE firm with 43 years of experience providing professional landscape architecture services, planning and design solutions to public agencies We are not only comfortable with the scope of services as outlined in the RFP, but find the process to be our regular practice. The multi-disciplinary landscape architectural and urban planning team presented herewith represents talented professionals with diverse experiences, capable of fostering a participatory approach to providing the anticipated professional services.

Executive Summary:

- NUVIS has occupied a unique place in the profession of landscape architecture urban design and recreation planning since 1971, continually merging contemporary design themes with sophisticated land planning. We are team oriented and have an established track record orchestrating teams through the idea generation and conceptual design process through production of construction documents for intricately complex multi-diverse projects. We understand the key issues to be resolved for effective delivery of documents that meet stringent schedules; ensure smooth agency plan check, permitting, and regulatory acceptance; and contributes to a successful construction implementation.
- This type of as-needed contract is not new to NUVIS. We have had many multi-year on-call public agency contracts.
- We are proponents of sustainable design – meeting current needs without compromising the ability of future generations to meet their needs. We strive for the best solution based on technical information and incorporating environmentally sensitive construction methods.

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Costa Mesa , CA 92626
714.754.7311
714.754.7346
info-cm@nuvis.net
www.nuvis.net

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CA 1226 / NV 396 / AZ 31507

- We are committed to providing universal design solutions where dec are based on actual user profiles and characteristics with considerat to all types of locomotion, degrees of sensory awareness, and level physical and intellectual function.
- We enjoy the process of working with the community and its various organizations and groups to build a consensus of ideas that encourages interaction opportunities for a variety of age and user groups.
- Our team's greatest asset is the pool of people with diverse experience and talents to complete the project assignment in a timely and efficient manner.
- Recognizing that multiple projects could be assigned simultaneously, we are not only ready and willing to coordinate such collaboration but have put together a multi-disciplinary team with the knowledge, creative skills, and confidence such that similar assignments would not be burdensome on any one individual or groups with a particular skill nor prevent each assignment from being completed on time and within budget. NUVIS has a reputation for individualized landscape architecture and urban design, and client responsiveness.
- We are a team of focused and dedicated team members with over forty-two years of experience working with and for governmental agencies. NUVIS is committed to effectively managing and producing quality design solutions that express our professional knowledge, collective experiences, value-orientation, diverse talents, and client confidence with integrity, understanding, and creativity.

The NUVIS team's successful projects, conscientious commitment to improving the public realm, familiarity with the local area and excellence in the design process, as you will read herein, clearly indicate our qualifications.

Thank you,

Perry A. Cardoza, ASLA
Executive Vice President

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Costa Mesa , CA 92626
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NUVIS' Experience

Since 1971, NUVIS has provided a wide range of services from idea generation, community facilitation, site planning, conceptual design, schematic design, design development, PS&E and construction to field observation for a variety of projects for city, district, county, state and federal agencies; several which have been rewarded with industry honors for our clients. Relevant projects have ranged from pocket parks to award winning sports complexes, from bike trails to 1500 opens space natural habitats, from development and/or beautification of streetscapes, medians, and right-of-ways to miles of Caltrans regulated transportation corridors, from city libraries to multigenerational centers; and from rehabilitated irrigation for community golf courses to LEED Platinum certified projects. Particular to the City of Laguna Hills RFP, NUVIS has worked with the City of Anaheim providing professional landscape architecture plan checking services.

Each urban environment solution by NUVIS is distinctive, individualistic, and tailored to defined project parameters. Our goal is to provide "customer-driven" design. Our charge during the vision process is to inventory, index, augment, prioritize, and basically explore the options, opportunities, and constraints to maximize a pleasant and meaningful experience for pedestrian and motorist alike, stroller or commuter – all user groups. Emphasis is placed on preserving and protecting the community environment while enhancing the overall visual image to the fullest extent possible. Our strategic planning process provides the opportunity to reinterpret the past while establishing a vision for tomorrow.

As-needed contracts are not new to NUVIS. We have had and still hold several multi-year on-call/as-needed public agency oriented contracts, including Los Angeles County Development Commission, Army Corps of Engineers Los Angeles District, , City of Anaheim, City of Huntington Beach Community Services, City of Los Angeles Recreation and Parks, City of Los Angeles Public Works Department, Hesperia Recreation and Park District, City of Pico Rivera, County of Los Angeles Public Works, Caltrans District 8 (both as prime and subconsultant), Mountains Recreation and Conservation Authority, City of Pomona, City of Long Beach, Port of Los Angeles, City of Laguna Woods, City of Pittsburg, and City of Phoenix. Additionally, NUVIS holds a place on many public agencies 'approved consultant rosters' throughout the State of California.

Sustainable and Universal Design

A growing passion in today's society is creating sustainable or 'green' communities. Residents are looking to their public agencies to invest tax dollars in improvements which benefit the environment and lend themselves to beautifying the area. Cities look for opportunities to use low water, indigenous plant species which are easy to maintain as a cost saving measure in both maintenance operations and water savings. In fact, we see that the City in this quarters issue of City View is even encouraging residents to make small changes to their own yards to minimize urban runoff to reduce water pollution. NUVIS is in tune with the City's passion. Actually, this is part of our regular practice. NUVIS integrates sustainability and universal accessibility principles into our designs in order to meet and/or exceed local, state and federal guidelines. As LEED certified designers, the primary objective we consider when considering landscape within a community setting is to consider the community nature and the increasing need to conserve our diminishing resources. We define sustainability as "meeting current needs without compromising the ability of future generations to meet theirs".

Our vision is to combine beauty and sustainability to create a recreational space of which any community would be proud....a public space that would serve as an interactive classroom focused on sustainability and resource management/conservation. To achieve this, we incorporate sustainable elements to optimize the use of non-renewable resource while minimizing economic impacts. This includes using native and drought resistant vegetation, using recycled water systems with evapotranspiration controllers, solar powered lighting, site amenities from recycled materials, and incorporating bioswales whenever possible and feasible in the design process.

We are also proponents of universal design - where decisions are based on actual user characteristics with consideration given to all types of physical locomotion limitations, degrees of sensory awareness, and level of emotional and intellectual functions. We stay abreast of universal design guidelines and regulations and implement the latest requirements in all of our design solutions.

Our team's greatest asset is the pool of people with diverse experience and talents to complete the project assignment in a timely and efficient manner. Our design solutions have won industry accolades for our clients, indicating our ability to meet the needs of our clients; understand trends and advancements in the industry; and create design solutions which are universal and sustainable.

Successful Projects and Quality Control

NUVIS' quality control and project management practice has contributed to our 43 years of successful projects. NUVIS has managed and led hundreds of design teams, acting as a Prime Consultant for over 90% of our projects to date. Projects have ranged from as short as 3 months (Leo Carrillo State Beach) to over twelve years (Silver Creek Master Planned Community). Our teams have included as few as one subconsultant to as many as fourteen (Huntington Beach Central Park Sports Complex). NUVIS has the experience necessary to manage the scope of services as anticipated in the RFP.

Resources and Staffing

In today's economic time, it's prudent to view the viability of a firm. NUVIS is celebrating its 43rd anniversary with a current professional staff of 16 employees with offices in Costa Mesa, San Ramon, California, Las Vegas Nevada and Scottsdale, Arizona. There are an appropriate and manageable number of contracts open to the size of our corporation. Our design studios are divided into teams to more efficiently handle the workload. Due to the size and volume of our business, NUVIS is constantly looking for new and challenging projects that reflect our firm's capabilities, interests, and marketing strategies. Essentially, we felt it appropriate to put in the time and effort to prepare this response since providing a quality-of- life in the public realm is of great interest to NUVIS.

The NUVIS team is prepared to begin work immediately with appropriate resources allocated to meet the desired time frames and deadlines as they arise, without any known conflict of time or interest as of the date of this response to the Request for Proposal.

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LANDSCAPE ARCHITECTURE AND PLANNING

GOVERNMENT AGENCIES

FEDERAL

Army Corps of Engineers, Los Angeles District
Western Division, Naval Facility Engineering Command

STATE

California Department of Parks and Recreation
California Department of General Services
Caltrans Districts 4, 6, 8, 10 & 12

COUNTY/DISTRICT

Alameda County Water District
County of Orange Harbors, Beaches & Parks
County of San Bernardino Regional Parks
Hesperia Recreation & Park District
Los Angeles County Public Works
Los Angeles Neighborhood Initiative
Orange County Sanitation Department
Santa Clara Water District
Walnut Valley Water District

LOCAL

City of Alhambra Public Works
City of Anaheim Community Services
City of Bakersfield Public Works
City of Burbank Parks, Rec & Comm Services
City of Downey Community Services
City of Downey Public Works
City of Dublin Parks & Community Services
City of Fullerton Community Services
City of Gilroy Community Development
City of Glendale Parks, Rec.& Comm Serv
City of Glendora
City of Hemet Parks & Recreation
City of Hemet Public Works
City of Hemet Redevelopment Department
City of Huntington Beach Community Services
City of Huntington Beach Public Works
City of Irvine Community Services
City of Lakewood Community Services
City of La Palma Recreation & Community Svcs
City of Laguna Niguel Public Works
City of Lake Forest Public Works
City of Long Beach Human Resources
City of Long Beach Parks, Recreation & Marine
City of Long Beach Public Works
City of Los Angeles Recreation and Parks
City of Los Angeles Public Works
City of Monrovia Community Services
City of Newport Beach Parks and Recreation
City of Newport Beach Public Works Dept
City of Ontario Public Works/Engineering
City of Orange Community Services
City of Pico Rivera Community Development
City of Pico Rivera Rec & Community Services
City of Pleasanton Parks & Community Serv.
City of Pomona City Manager's Office
City of Pomona Public Works
City of Rancho Santa Margarita Pub. Wrks
City of San Jose Redevelopment Agency
City of San Ramon
City of Santa Clara Parks and Recreation
City of Seal Beach Parks and Recreation
City of South Pasadena
City of Tustin Parks and Rec.Services
City of Tustin Public Works
City of Upland Rec. & Community Services
City of Victorville Community Services
City of West Covina Community Services
City of Westminster Community Services
City of Yorba Linda Recreation & Parks
Port of Los Angeles
Port of Long Beach

Relevant Project Examples

Plan Check Services

Client: City of Anaheim
From 2010 through May 2013, NUVIS provided professional landscape and irrigation support services to aid in the review of landscape and irrigation plans for parkways, walkways and median affected by the Anaheim Canyon Metrolink Pedestrian improvements project.
The services of professional landscape architect firms were on an as needed basis, and included, but were not limited to:

- Comprehensively review and provide detailed input/comments regarding the accuracy, adequacy, and completeness of the proposed plans.
- Assist City Public Works staff in review of irrigation and Landscape Improvement plans.
- Perform field review to ensure irrigation system has been constructed or installed correctly and are – or will be – operating correctly.
- The Consultant shall document his/her understanding of the project and scope of work, the methodology/concept to be applied, and the approaches to be taken in accomplishing the tasks. No additional Compensation or time will be granted for any additional item requested by the City within the scope of work of the project.

Silver Creek Master Planned Community Design Guidelines And Plan Check Services, San Jose, CA.

Client: Shea Homes, City of San Jose, and HOA of Silver Creek
NUVIS provided master plan and construction documents for 1,500-acre, 1,000-unit gated residential/golf course development including the planned unit development, swim/racquet club, golf course landscape architecture, golf course clubhouse, and resort homes. Part of these documents included community design guidelines for landscape and irrigation. Since the early 1990's, NUIVS on an expanded contract, has been retained to provide plan check reviews for every single home owner who wishes to install additional landscape and irrigation to their properties.

Ruby Hill Vineyard Estates Design Guidelines And Plan Check Services, Livermore, CA

Client: Signature Properties
Similar in nature to Silver Creek, NUVIS was the landscape architect of record for this Livermore master planned community which celebrates the scenic splendor of the Livermore Valley Wine Growing Region. In addition to the construction documents, NUVIS developed planting and irrigation design guidelines for Ruby Hills. Furthermore, NUVIS was retrained to NUVIS provide plan check reviews from 1993 to 1999 for custom lot development and original development of homesteads.

Landscape And Irrigation Design Guidelines, Santa Clara, Ca

Client: City of Santa Clara
NUVIS updated Section 29 of the Landscape and Irrigation Design Guidelines for the City of Santa Clara Manual. The intent of the guidelines is to establish a process for implementation of the California Water Conservation in Landscaping Act by promoting use of region-appropriate plants that require minimal supplemental irrigation, and by establishing standards for irrigation efficiency. Guidelines were written using CSI format and included sections on Clearing & Grubbing, Preservation of Property, Removal & Disposal, Concrete/AC Removal, Drainage System, Irrigation System - Potable Water, Planting (w/ extensive section on Arborist Notes for Tree Protection), Plant Establishment & Post-Installation Maintenance), Site Electrical, and Measurement & Payment.

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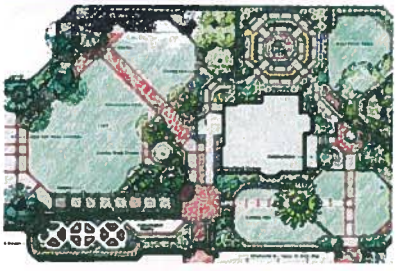
LANDSCAPE ARCHITECTURE
AND PLANNING

HUNTINGTON BEACH ON-CALL CONTRACTS

City of Huntington Beach,
Department of Community
Services

On-Call Status since 1981



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Central Park Sports Complex

Developed during a 6-year process, out of the community's need for competition fields and the City's desire to utilize an inactive landfill area within their 350-acre park, it is a community asset that provides 45-acres of dynamic recreational opportunities including 8 softball fields, 8 soccer/la crosse fields, and a concession-run area of roller hockey, speed soccer, and a batting cage.

Local Agency Coordination with:
State of CA, Dept. of Conservation,
Div. of Oil, Gas & Geothermal Resources
County of Orange, Health Care Agency
State of CA, Regional Water Quality
Control Board
South Coast Air Quality Management Dst.
County of Orange, Waste Mgmt. Dept

Scope of Services:
Team Administrator/Facilitator
Council/Commision Presentations
Conceptual Designs
Landfill mitigation
Design Review Board (DRB) Submittals
Construction Documents
Construction Observation

On-Call Project List

S. ALVIN MOFFETT PARK
2-acre semi-active school/park

RICHARD DREW PARK
3-acre semi-active neighborhood park

BOLSA VIEW PARK
12-acre semi-active neighborhood park

OAKVIEW PARK
2-acre HUD Block Grant school park

MATTHEW E. HELME PARK
2-acre Semi-active Neighborhood Park

VERNON E. LANGENBECK PARK
18-acre utility easement passive park

WORTHY COMMUNITY PARK
12-acre softball field complex (2)

HARRIET WEIDER PARK
5-acre semi-active neighborhood park

ED MANNING PARK
3-acre semi-active hillside park

NORMA B. GIBBS PARK
5-acre urban group campsite

MARCUS M. MCCALLEN PARK
6-acre park/boys & girls club

EDWARDS PARK
Passive neighborhood park

HUNTINGTON BEACH CENTRAL PARK
300+ acre economic feasibility study and master plan evolutionary process, 1-acre adventure playground, equestrian trail master plan, shooting range feasibility studies, handicap play area.

NEWLAND HOUSE & TED BARTLETT PARK
Historic gardens & 30-acre natural open space

RANCHO VIEW PARK
3-acre passive school mini-park

LAMBERT PARK
2-acre passive bluff top park

EDISON COMMUNITY CENTER
Gymnasium expansion;soccer field & pkg lot MP

MURDY PARK/PARKVIEW SCHOOL
10-acre existing park refurbishment

LAKEVIEW SCHOOL/PARK
3-acre master plan renovation

LAMB PARK
2-acre passive school mini-park

BEACH FACILITY ENTRY
2-acre day use, camping & operations

LE BARD PARK
Existing park refurbishment & SCE easement development

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LANDSCAPE ARCHITECTURE AND PLANNING

LOS ANGELES REGIONAL EXPERIENCE

AGENCIES

City of Los Angeles, Bureau of Engineering

City of Los Angeles, Department of Recreation & Parks

City of Los Angeles, Department of Public Works

Los Angeles Community Redevelopment Agency

Los Angeles County Department of Public Works

Army Corp of Engineers

Los Angeles & San Gabriel Rivers Watershed Council

Los Angeles Neighborhood Initiative

Port of Los Angeles

Arrow Highway Improvements, County of Los Angeles, Dept. of Public Works

Berth 200, Port of Los Angeles

Camp Kilpatrick, Los Angeles County Department of Public Works

Compton Creek Stormdrain Daylighting & Enhancement Study, California Watershed Engineers for the Los Angeles & San Gabriel River Watershed Council

Cultural Crescent/Blue Line Entrance & Parking Facility, Community Redevelopment Agency, City of Los Angeles

Dominguez Channel Phases 1-3 Landscape Improvements, County of Los Angeles, Dept. of Public Works

East Basin Cerritos Channel Reserve, Port of Los Angeles

Front Street Beautification, Port of Los Angeles

Hoover Transit Plaza, Byzantine Latino Quarter, Los Angeles Neighborhood Initiative (LANI)

Kenneth Hahn Eastern Ridgeline, County of Los Angeles, Dept. of Public Works

Lemon Grove Park, City of Los Angeles, Dept. of Recreation & Parks

Los Angeles River Greenway - Studio City, City of Los Angeles, Dept. of Rec. & Parks

Los Angeles River Greenway - Laurel Canyon Earth Day Site, County of Los Angeles

Los Angeles River Greenway - Corbin-Winnetka Avenue Resurfacing, City of Los Angeles, Bureau of Engineering

Los Angeles River Greenway - Tampa Avenue Resurfacing, City of Los Angeles, Bureau of Engineering

Los Angeles River Greenway - Van Owen/Mason to Van Alden, City of Los Angeles, Bureau of Engineering

Los Angeles River Habitat Revitalization (Taylor Yard, Piggie Back Park, Corn Fields, Ferraro Fields, Los Feliz Area), Army Corp of Engineers, Los Angeles District

Machado Lake Rehabilitation, City of Los Angeles, Department of Public Works

Normandie & Pico Blvd., Byzantine Latino Quarter , Los Angeles Neighborhood Initiative (LANI)

North Gaffey Street Beautification, Phases 1 & 2, Port of Los Angeles

Owens Lake Habitat Mitigation, Los Angeles Department of Water & Power

Pacific Avenue Beautification, Port of Los Angeles

Pacific Avenue Bridge Park, Port of Los Angeles

Rosemead Boulevard Improvements, Phases 1 &2, Los Angeles County Dept. of Public Works

Sepulveda Dam Flood Control Basin & Wildlife Area, Army Corps of Engineers

Veterans Park, Veterans Park Conservancy, Los Angeles

Wilmington Drain Restoration, City of Los Angeles, Department of Public Works

Wilmington Marina, Port of Los Angeles

Wilshire Boulevard Rapid Transit, Los Angeles County Dept. of Public Works

Scope of Work

Project Understanding and Approach

The City of Laguna Hills is seeking highly qualified Landscape Architects for an on-call/as-needed agreement to provide professional services to the City on variety of potential projects as outlined in the RFP. Scope of Work may include, but is not limited to:

- being accessible to the City for review of issues of concern and making remedial recommendations
- provide professional services for inspecting and analyzing existing sites for the purpose of indicating recommendation for improvements of parks, landscaping and open space
- provide plan check services of both private developer and public agency improvement plans to ensure consistency with City standards, local standards and conditions of approval
- provide professional design services from conceptual/program to PS&E for a variety of improvements to parks, medians, parkways, sports fields, open spaces, habitat areas, and other facilities including conversion to recycled/reclaimed water irrigation systems
- assist City staff with budget preparation as it relates to landscape improvements, review City landscape maintenance specifications, City tree maintenance specifications and City's effort toward water conservation.

The Project Manager and the firm shall be highly skilled landscape architects and hold the experience desired by the City including but not limited to experience with public agencies, relevant project experience and experience managing projects of similar scope and magnitude.

General Approach

Solutions come from translating problems in a direct manner. NUVIS shall perform services as expeditiously as is consistent with generally accepted standards of practice, professional skill and care to meet requested submittal dates. We prefer to address projects in a pro-active stance; not by reactionary or crisis management.

Since an exact project is not known at this time, the following are professional services typical in landscape architecture design for public works projects. Scopes of services are tailored to specific project site constraints, community demographics, budgets, and schedules as coordinated with the Client.

Project Management and Coordination

NUVIS approaches projects through practical analysis of the unique conditions associated with the particular location and program criterion. Design solutions are then tailored to the specific situation to ensure maximum effectiveness. Our project management process is predicated upon:

- understanding, articulating and resolving specific project issues;
- establishing and following a well-defined design statement;
- innovative, creative analysis and alternative idea generation; and
- intensive design team collaboration.

This task includes coordination and interface including, but not limited to, meetings, telephone conversations, memos, faxes, voice mail, and email with community stakeholders, applicable governmental agencies' departments, and project design team. Initially, the meetings will

establish the guidelines and specific criteria to direct the team's efforts. Thereafter, these meetings will provide a continuum to receive information, clarify input, inform staff of progress and direction, generate information and allow the Client the opportunity to review and comment on draft concepts and recommendations. These concerns, needs or alterations are addressed expeditiously, thereby keeping the progress of the work at a maximum.

Site Reconnaissance and Data Research/Review

This phase centers on information gathering and program definition. A portion of this task is to perform appropriate functions such as project research through a literature search and personal interviewing with regard to applicable regulations, attitudes and general planning/development concerns. These accumulated materials along with verbal resource communication from various sources enrich the design process.

The NUVIS team shall conduct a pre-design tour with sketchbook and digital camera to familiarize ourselves with existing conditions and potential effect on the design solution. The tour will include the Client's Project Manager and appropriate subconsultants and inter departmental representatives. This reconnaissance process may include:

visually identifying: adjacent land uses, landform/topography, soil characteristics, existing flora/fauna, drainage patterns, existing infrastructure, pertinent visual characteristics, environmental conditions, site influences, and view potential/orientation and visual impact (internal and external views); and

evaluating: climate conditions, impact of pedestrian, equestrian, bicycle, and vehicular circulation patterns, physical opportunities and constraints, maintenance needs, and interrelationship with current trails, recreation facilities, streets/corridors, businesses, and/or other neighborhoods.

Community Presentations and Design Charrettes (Optional)

While not directly called for in the RFP, in our experience, community presentations are often used by cities when considering significant improvement projects. We have included this scope to demonstrate our experience in this area.

Designs should respond to and reflect the Communities' specific needs and desires. The key to achieving desired results is to maximize involvement as early in the process as possible. Interested and affected parties want to present input and have a 'voice' before decisions are made by others. Involvement by all interested parties is encouraged throughout the design process, with each phase of the process responding to and building upon the input received. Occasionally ideas presented cannot be incorporated into the design due to program conflicts, budgetary issues, and/or right-of-way or jurisdictional concerns. Through early collaboration, voices can be heard and responded to without simply being dismissed.

NUVIS' role at community workshops and design charrettes will be to assist the Client in merging ideas and developing pertinent issues into feasible and agreed upon solutions. The goals of each session differ as the process evolves, but the following would be used as general guidelines:

- listen and learn,
- seek out the "experts" in specialized areas,
- explore the concerns of interested parties,
- ask questions
- discover possible problems (social, physical, economic) and facilitate solutions,

- assist in mitigating conflicts between interest groups,
- give recommendations and information, and
- receive information.

Integral to the preferred design style of the NUVIS team is serving as facilitator and participant in project oriented design charrettes, allowing each discipline the opportunity to have direct input with regard to their distinctive areas from the onset and during the design process. This integration of work products addresses concerns in an open session with affected disciplines present, producing and creating a functional and aesthetic design solution that can be refined during design development by individual members.

Our ultimate goal is to provide "customer-driven" design which meets the needs of the individual user. Toward that end, NUVIS will work with Client to build philosophical consensus on the project.

Conceptual/Thematic Design

At this stage, NUVIS discusses design strategy with staff and respond initially with land use designation alternatives in plan view format. Conceptual 'tissue' studies will be prepared illustrating proposed theming ideas for landscape planting, paving, feature, site furniture, and accent elements. Alternative concepts may be created in 'bubble diagrammatic' format for review and comment. Exhibits are typically rendered in color.

Deliverables may include:

- Program Development and Description
- Thematic Imagery Boards (Photographs)
- Diagrammatic Design (Bubble Diagrams/Master Plan)

Schematic Design

Once an alternative is chosen by the Client, this stage involves refining and delineating the alternative into one (1) succinct plan. A strategy meeting will be held with Client project staff/personnel to review input and establish direction. A draft conceptual plan will be prepared and accompanied by refined thumbnail sketches or illustrative elevations/cross sections supporting the recommendations. The plan would graphically illustrate the various land use elements and detail the landscape treatment including, but not limited to:

- physical opportunities and limitations;
- impact on pedestrian and vehicular circulation patterns;
- visual and physical security measures;
- compliance with AB 1881, California Title 24, ADA and Department of Interior's Design Guide for Accessible Outdoor Recreation, CPSC Guidelines, and the ATBCB Recreation Access Advisory Committee Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas;
- integration of proposed elements to immediate surroundings;
- thematic concepts for site amenities; and
- long term ease of maintenance.

A preliminary Statement of Probable Construction Cost is typically developed to monitor the effect of the design on the budget.

Deliverables may include:

- Refined Master Planning
- Preliminary Design Concepts
- Conceptual Sections and Elevations
- Concept Images
- Plant Palette
- Hardscape Palette

Design Development

NUVIS refines the Schematic Design Phase further within this phase with inclusion of more detailed sketches and the initial building of the landscape architecture construction documents in AutoCAD. The plans at this stage may include:

- species, location, and container size with an appropriate number of related conceptual landscape installation details;
- hardscape and paving plans developed at an appropriate scale and include material selection as to type, color, and texture (for proposed horizontal and vertical elements) with an appropriate number of related conceptual landscape construction details.

Deliverables may include:

- Refined Schematic Design, Vignettes and Sketches
- Refined Sections and Elevations
- Design Development Details
- Design Development Planting Plan
- Design Development Hardscape Plan

Computer Aided Design Simulations

Computer-aided design simulations can be used in conjunction with conceptual, schematic, and design development or as a stand-alone product. Simulations can range from "blocking- out" to show general spatial relationships to detailed design representations from precise 3-D AutoCAD drawings.

Construction Document Preparation

Preparation of construction documents further refines the landscape architecture detail design development package into one set of working drawings and specifications, ready for construction. A typical project may include the following:

- title sheet/vicinity map;
- referenced standard drawings;
- utility notifications;
- earthwork/grading delineating contours and significant spot elevations defining the vertical alignment;
- general site construction/layout plan depicting horizontal alignment utilizing the grid/coordinate or stationing systems and detail references;
- irrigation plans which illustrate pipe sizes, heads, valves, clock locations and points of connection;
- planting plans which illustrate size, location, and species;
- appropriate notes, development details (with structural calculations); and
- technical specifications

Bid Phase and Construction Services

NUVIS is available for interpretation of plans and specifications; submitting information for addenda, reviewing bid proposals and assisting with the awarding of the construction contract. Performance of field observation during construction establishes standards of acceptability. Duties may include, but not limited to:

- attendance at pre-construction conference;
- respond to questions and interpret plans and specifications;
- assisting in determining and processing change orders;
- attendance at periodic site visits as mutually agreed with the Client;
- review of shop drawings, samples and other submissions;
- field selection of plant material;
- participation in preliminary and final checklist preparation;
- compilation and delivery of 'as-built' documents as supplied by the Contractor.
- periodic visits to projects at intervals appropriate to construction for clarification of the installed design intent.

Professional Review of Budgets

As requested by the City, NUVIS shall prepare statements of probable construction costs for anticipated upcoming projects in order to assist the City in deterring biennial budgets.

Professional Review of Specifications, Plan Checks And Water Conservation

NUVIS will compare existing documents against local, state, and federal codes and regulation for compliance. In any areas of deficiency, NUVIS will make written recommendations for updating the document for compliance. We have found that using a check list in the past to ensure uniformity during the process of plan check very helpful.

NUVIS Key Personnel

Based upon the anticipated scope of services described in the RFP, we have assembled the following ensemble of highly qualified professionals. The consortium of professionals, presented herein represent a strong network of conscientious individuals whose primary goal in developing solutions is in translating technical expertise into creative and sensitive planning for functional public spaces in often sensitive environments.

Resumes herewith for Team NUVIS Key Personnel

Perry Cardoza.....Principal in Charge, Landscape Architect
Perry brings to the design team over 27 years in design excellence. His notable projects include the Arbor on El Toro for the City of Lake Forest, Balboa Village Improvement Plan for the City of Newport Beach, and currently Perry is being recognized for his restorative work with the City of Los Angeles on several parks along the Los Angeles River. Perry is currently the PM for our on-call projects with the City of Laguna Woods. Many of Perry's designs have won industry accolades for our clients.

Tomas Munoz.....Project Manager, Landscape Architect
Tom, with 35 years of direct Project Management experience, has been the PM on many of NUVIS' on-call contracts including those with Port of Los Angeles, City of Los Angeles, County of Los Angeles, County of Orange, City of Huntington Beach, City of Hesperia, Caltrans District 8, Army Corps of Engineers, and City of Anaheim, to name a few. Client relations, pictorial graphic exhibits, technical direction of construction documents, and multi-team/agency coordination are his strengths. Tom has decades of infield experience providing construction/field observation/inspection services for a wide array of projects for our public agency clients.

Lamont Klecker.....Technical Documents, Landscape Architect
With over 22 years professional experience, Lamont brings an abundance of professional knowledge to the team. Recently Lamont providing plan checking services as part of an on-call service to the City of Anaheim for NUVIS. His arborist and forestry background from working with the cities of Pasadena and Milbrae coupled with his professional design excellence make him a natural part of this NUVIS team for the City of Laguna Hills. Additionally, Lamont lives locally in Laguna Niguel and is very familiar with the local area.

Linda Forde, LEED AP.....3D Graphic Design, Landscape Design
Linda Forde is a master in 3D graphic simulations, including computer simulation 'before and afters' and her exhibits are valuable tools at agency presentations. She has been the Project Manager for projects such as Aquarium of the Pacific Watershed Garden, Rancho Los Cerritos, Compton Creek Storm Drain Daylighting and Enhancement Feasibility Study, and Owens Lake Dust Mitigation. She has worked extensively on the Los Angeles River Community Enhancement Plan for the City of Los Angeles and the Earth Day Site for the County of Los Angeles. Linda invests herself into projects, and values the Client and community she works for and with.

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LANDSCAPE ARCHITECTURE AND PLANNING

PERRY CARDOZA, ASLA

Executive Vice President

With NUVIS since 1986

Licensure:
CA 3943
MS 311

Education
California State Polytechnic University, Pomona 1986

Perry's strength is in his ability to relate easily to agencies, councils and community groups. His strength is his ideology of landscape architecture as the collaboration and harmonious synthesis of diverse disciplines addressing artistic design expression. He has a talent for listening to the needs of a community and translating those needs into innovative design solutions. Many of his designs have won industry related accolades and awards for NUVIS clients.

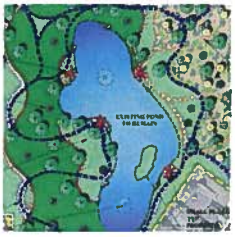
Professional Affiliations
President-Elect Southern California Chapter, ASLA
AIA, Orange County Chapter
Far East Society of Architects & Engineers, Japan

Other Professional Experience
Project Manager, Di Giacomo Incorporated, Japan
Chief Designer, E.S. Planning, Osaka, Japan

Recognition:
2012 Owens Lake Dust Mitigation & Habitat Restoration, ASLA/SCC Merit Award
2007 SCC/ASLA Merit Award – The Arbor on El Toro
2007 ASCE Project Achievement Award – The Arbor on El Toro
2007 TRANNY Award, CA Transportation Foundation – The Arbor on El Toro
2007 CELSOC Award of Excellence – The Arbor on El Toro
2006 APWA Project of the Year – The Arbor on El Toro
2003 ASLA/SCC Merit Award – Balboa Village
2003 American Society of Civil Engineer (ASCE) – Balboa Village
2003 Orange County Project Achievement Award – Balboa Village
2003 OC Engineering Council, Engineering Project Achievement – Balboa Village

Veterans Park
Veterans Park Conservancy, West Los Angeles, Ca
Conceptual designs, feature area marketing exhibits, and facilitated funding presentations for the renovation of a 10 AC healing and Veteran-centered park. Five (5) feature area marketing exhibits included quantified site materials, healing and recreational benefits, and sustainable elements. Construction documents for area 1, Hollywood Canteen Amphitheater incorporating succulent gardens for use as a multi-purpose event venue.

The Arbor on El Toro
City of Lake Forest
Conceptual designs through construction documents for 1 mile of regional arterial business/retail district with pedestrian-friendly parkway and median landscape architectural hardscape and water-efficient softscape solutions including gateways, medians, sidewalks, crosswalks, and signage.
2007 SCC/ASLA Merit Award; ASCE Project Achievement Award; 2006 APWA Project of the Year; 2007 TRANNY Award, CA Transportation Foundation; 2007 CELSOC Award of Excellence



Village Pond Park
City of Lake Forest
Facilitation of two community design workshops, conceptual design alternatives, and design development master plan for the renovation of a xx acre passive park overrun by birds and waterfowl. Improvement concepts include native gardens, additional water-efficient shrub plantings, pond water quality mitigation and enhancement, floating islands, walking trails, signage, bird deterrent programming, lighting and fencing.

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LANDSCAPE ARCHITECTURE AND PLANNING

TOMAS MUNOZ

Principal
Recreation Planner

Tom shares his talents and passion for our profession with the Boy Scouts as a Merit Badge Counselor for Landscape Architecture, Environmental Science, and Wilderness Survival. His emphasis is in urban design projects and public- and private-oriented park/recreation planning. As the project director for the $15 million Sports Complex in Huntington Beach, Tom facilitated extensive team collaboration and managed the design from conceptuals thru construction documentation. Client relations, pictorial graphic exhibits, technical direction of construction documents, and multi-team/agency coordination are his strengths.

With NUVIS since 1978

Licensure:
CA 1997

Education:
Bachelor of Science
Landscape Architecture
1978
California State Polytechnic University, Pomona

Other Professional Experience
Boy Scouts of America, Assistant Scout Master, 1997 National Jamboree

Professional Affiliations
American Society of Landscape Architects
California Park and Recreation Society

Awards
2008 APWA Project of the Year, Parks & Recreation, Hesperia Civic Plaza Pk, Hesperia, CA
2006 WCCC Distinguished Project, Honorable Mention, LA Riverfront Park, Studio City, CA
2005 City of Los Angeles Certificate of Commendation, LA Riverfront Park, Studio City, CA
2004 CPRS Award of Excellence, Central Park Sports Complex, Huntington Beach, CA
2004 So Cal Municip. Athletic Fed., Central Park Sports Complex, Huntington Beach, CA

Archery Range Improvement Plan
OC Parks, Fountain Valley, CA
Renovation and improvement plans for existing archery range to accommodate International Archery Federation (FITA) standards for both regional and national tournaments including ADA access, safety enhancements, new shade structure and storage facility structure. Improvement goals were to stimulate interest in the sport, draw regional/national events, and provide safety for all.

Central Park Sports Complex, Huntington Beach, CA
City of Huntington Beach, Dept. of Community Services
350-acre park developed out of the community's need for competition fields provides 45-acres of dynamic recreational opportunities including 8 softball fields, 8 soccer/la crosse fields, a concession-run area of roller hockey, speed soccer, and a batting cage.
2005 APWA/SoCal Project of the Years; 2004 CPRS Award of Excellence;
2004 Southern California Municipal Athletic Federation, Best New Sports Facility

Hesperia Civic Plaza Park, Hesperia, CA
Hesperia Recreation & Park District
Design and construction documents for plaza and park facilities adjacent to City Hall and the Public Library including a civic green, amphitheater, senior activity area, restroom facilities, tot play areas, open space, and a Memorial Rose Garden. Site features include iconic vined arbors, artistic sculpture, enriched paving in vehicular and pedestrian areas, water-efficient irrigation, and native planting. 2008 APWA Project of the Year, Parks & Recreation

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LANDSCAPE ARCHITECTURE AND PLANNING

LAMONT KLECKER

Senior Associate

Mr. Klecker has experience in both the public agency and private developer sectors. He has public experience in urban forestry operations, park design, installation and maintenance operations, budgets, and personnel supervision. In the private sector, Mr. Klecker has been responsible for the design of public parks, public and private streetscapes, housing communities, and commercial facilities. As a certified arborist, Mr. Klecker has experience in the enhancement, protection, and maintenance of community forests. While with the City of Milbrae, Mr. Klecker was responsible for analysis and implementation of improved arboricultural techniques for public agency right-of-way planting projects and tree pruning contracts.

With NUVIS since 1998

Licensure:
CA 3382

Education:
BSLA California State Polytechnic University, Pomona 1987

Other Professional Experience
Parks Superintendent, City of Millbrae Parks and Recreation Department, 1997-1998
Public Works Supervisor, City of Pasadena Parks and Forestry Division, 1991-1997

Professional Affiliations
American Society of Landscape Architects
International Society of Aboriculture
National Parks & Recreation Association,

Balboa Village Improvement Plan, Newport Beach, CA
PSOMAS for the City of Newport Beach
35 square block street improvement project including sidewalks, intersections, pier parking lot, site furniture, one acre park, wet utilities, odor control, and traffic signal update near the Balboa Pavilion. 2003 ASLA/SCC Merit Award; 2003 American Society of Civil Engineer (ASCE), Orange County Project Achievement Award; 2003 Orange County Engineering Council (OCEC), Engineering Project Achievement

Camino Capistrano, Laguna Niguel, CA
City of Laguna Niguel
2 miles of improvements along the westside of Camino Capistrano Boulevard, from SR73 overpass north to the City limit. Improvements included interface with Metrolink Commuter Rail Station and the loop access of Paseo de Colinas. Landscape design was engineered to act as a bio-swale for Camino Capistrano Boulevard.

Coast Community College Administration Building, Costa Mesa, CA
Bundy/Finkel Architects for Coast Community College District
Landscape architecture for new administration building, parking lot areas with solar array panels and landscape areas including a building courtyard, entry courtyards, public gathering spaces, parking lot and entry statements. Design elements incorporate a low water use plant palette, reclaimed water, and a drip irrigation system. ***LEED Silver certification***

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LANDSCAPE ARCHITECTURE AND PLANNING

LINDA FORDE, LEED-AP

Principal
LEED-AP

LEED Design
Graphics

With NUVIS since 1998

Education
Bachelor of Science,
Landscape
Architecture,
(with Honors) 1998
California State
Polytechnic University,
Pomona

Linda brings graphics expertise along with a special interest in the environmental and regionally responsive aspects of landscape architecture to the NUVIS team. Her responsibilities include photographic simulations, presentation exhibits, document preparation, project research, creative strategizing, LEED coordination, corporate website content management, design and maintenance of corporate marketing materials, and NUVIS' social media presence.

Professional Accreditation
LEED Accredited Professional, U.S. Green Building Council (2005)

Other Professional Experience
NCC/ASLA Downtown San Francisco Walking Tour Guide, Graphic Design (2008)
Regenerative Design Symposium, Cal Poly Pomona, Event Production (1996)

Recognition
2012 Owens Lake Dust Mitigation & Habitat Restoration, ASLA/SCC Merit Award
2009 Certified Wildlife Habitat, Entry Demonstration Garden, Aquarium of the Pacific
2008 City Hall Env. Friendly Landscape, City of San Juan Cap., APWA Project of the Year
2006 WCCC Distinguished Project, Honorable Mention, LA Riverfront Park, Studio City
2005 City of LA Certificate of Commendation, LA Riverfront Park, Studio City
2003 Los Angeles River Greenway, Studio City, ASLA So CAL Merit Award
1998 ASLA National Honor Award (Student Category)

Watershed Exhibit Garden, Green Roof, & Entry Garden
Aquarium of the Pacific, Long Beach, CA
LEED Platinum Certified Watershed Exhibit/Classroom Building site with three distinct planting areas including a green roof irrigated by greywater from building sinks. Planting exclusively with Los Angeles and San Gabriel River Watershed native species from the Coastal Sage Scrub, Coastal Bluff, and Freshwater Marsh habitats. Design development for water-efficient demonstration garden at the Aquarium entry; a Certified Wildlife Habitat.

Bioswale Detension Parking Median
Healthcare Corporate Campus, Rancho Santa Margarita, CA
As part of the overall campus improvement programming, NUVIS provided conceptual plans, construction documents and construction observation for a stormwater detension bioswale including native plants and reclaimed subsurface irrigation. A parking incentive program has been established for the surrounding spaces.

Rancho Los Cerritos Arroyo Restoration & Perimeter Landscape
Rancho Los Cerritos Foundation/City of Long Beach, CA
Design development, construction documents, and construction observation for the restoration of an historic arroyo and trail (partially designed by Ralph Cornell in the 1930's), development of a California native garden, and creation of a living barrier along the perimeter of the property utilizing water-efficient native species, historic themed elements, and recycled materials. Design programming for docent-led public tours along with self-guided public access.

References

City of Anaheim Community Services
On-Call Landscape Architecture: Primary projects have been Ponderosa Park Master Plan, Ponderosa Park Production, Paul Revere Park
Dates 2003 to current
Pamela Galera, Sr Project Manager, (714) 765-4463, PGalera@anaheim.net

City of Huntington Beach Community Services
On-Call Landscape Architecture: Projects have includes dozens of parks including Huntington Beach Central Park Sports Complex, Edison Park, Murdy Park and Ted Bartlett Park.
Dates: 1981 to current
Dave Dominguez, Manager, (714) 374-5309, ddominguez@surfcity-hb.org

Hesperia Park and Recreation District
On-Call Landscape Architecture: Primary projects have include the new and refurbished parks, including but not limited to Hesperia Sports Complex, Civil Green Park, Lime Street Park and Maple Street Park.
Dates: 1987 to current
Lindsay Woods, General Manager, (760) 244-5488, LWoodsrecnpark@aol.com

City of Long Beach Parks, Recreation and Marine
On-Call Landscape Architecture: New and refurbished parks including, but not limited to Admiral Kidd/Hudson Park, Queen Mary Special Event Park, Baker Mini Park, and Rosie the Riveter Park.
Dates: 1997 to current
Anna Mendiola, Park Development Officer, 562-570-3165, anna.mendiola@longbeach.gov

City of Lake Forest Public Works
Landscape Architecture and Planning for streetscape beautification and redevelopment including Arbor on El Toro, El Toro Phase 2, and Jeronomio Streetscape.
Dates: 2001-2012
Luis Estevez, Public Works Manager, (949) 461-3485, lestevez@lakeforestca.gov

Port of Los Angeles
Landscape Architecture for streetscape improvement throughout the Port of Los Angeles. POLA transitioned on-call from landscape architects to civil engineers, and NUVIS is currently still retained on the Civil Team of DRC for the Front Street project.
Dates: 2004-current
Lisa Roberts, Contract Administrator, (310) 732-7678, lroberts@portla.org,

March 6, 2014
Request for Proposal
On-call Landscape Architecture Support Services

CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONSULTANT: NUVIS

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

N/A

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

N/A

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

Signed this 25 day of March, at Costa Mesa

_____, California.

Name: Perry A. Cardoza

Title: Executive Vice President

Signature: P. Cardoza

5/27/2014 ITEM NO. 3.7

March 6, 2014
Request for Proposal
On-call Landscape Architecture Support Services

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of NUVIS (Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Perry A. Cardoza

Title: Executive Vice President

Signature: P. Cardoza

Date: March 25, 2014

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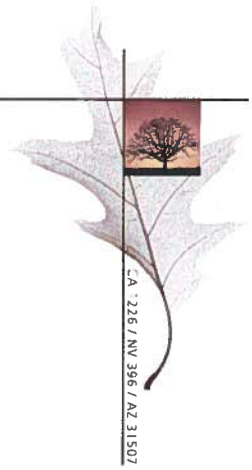
LANDSCAPE ARCHITECTURE AND PLANNING



Date: March 25, 2014

To: City of Laguna Niguel

From: Perry A. Cardoza, ASLA, NUVIS

RE: ***Professional Services Agreement***

NUVIS is ready and willing to execute the City's Professional Services Agreement per the sample provided in the RFP.

NUVIS understands the Professional Services Agreement is a non-exclusive Agreement to provide Consulting Services to the City on a task-order basis. The City reserves the right to retain additional Consultants as needed. The City reserves the right to reject any proposals and to negotiate with any Consultants.

The Proposal shall remain in full force and effect and shall not be withdrawn for a minimum of 90 days.

The Request for Proposal and NUVIS' proposal shall be incorporated as part of the Professional Services Agreement.

3151 Airway Avenue, J-3
Costa Mesa , CA 92626
714.754.7311
714.754.7346
info-cm@nuvis.net
www.nuvis.net

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LANDSCAPE ARCHITECTURE
AND PLANNING

CA 1226 / NV 396 / AZ 31507

March 25, 2014

Kenneth H. Rosenfield, P.E.
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RE: Fee *Proposal for On-Call Landscape Architecture Support Services*

Dear Mr. Rosenfield:

Once again, thank you for the opportunity to submit our statement of qualifications and professional hourly fee proposal to the City in consideration of providing professional on-call landscape architectural support services.

We understand and confirm that the rates submitted herewith shall remain unchanged from July 1, 2014 through June 30, 2016. Thereafter NUVIS may request an adjustment to the fees and rates yearly to the City as long as they are within the guidelines established of being equal to the value of the change of the Consumer Price Index for the Los Angeles/Orange County area, published for the preceding months as of April, not to exceed five percent per year. We understand that any rate increase requests will be determined by the sole discretion of the City.

We also understand that the compensation for any particularly assigned scope of work will be determined on a task-order basis on an agreed based or upon NUVIS' Fee and Hourly Rates as otherwise agreed.

We look forward to the opportunity to work with the City of Laguna Hills.

Sincerely,

P. Cardoza

Perry A. Cardoza, ASLA
Executive Vice President

3151 Airway Avenue, J-3
Costa Mesa , CA 92626
714.754.7311
714.754.7346
info-cm@nuvis.net
www.nuvis.net

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PROFESSIONAL HOURLY RATES

HOURLY RATES:
Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	$185.00/hour
Principal	160.00/hour
Senior Associate	145.00/hour
Associate	130.00/hour
CADD Technician I	120.00/hour
CADD Technician II	110.00/hour
Administrative	85.00/hour

DIRECT PROJECT EXPENSES:
Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at the multiplier of 1.15% of actual cost. They include, but may not be limited to, production 'materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; applicable travel expenses (including mileage at the current IRS rate); in-house printing/reproduction; special insurance coverage; and subconsultants not retained by the CLIENT.

PROFESSIONAL SERVICES AGREEMENT
RICHARD FISHER ASSOCIATES
(On-call Landscape Architectural Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and RICHARD FISHER ASSOCIATES, a California Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified licensed landscape architectural firm to provide on-call landscape architectural consulting services, including but not limited to, consultation by a California registered landscape architect, capital improvement project inspection, plan check of improvement plans, design of capital improvement projects including site planning, budgeting, and preparation of plans, specifications, and construction cost estimates, budget preparation, and coordination with other professional services utilized by City (the "Project").

B. Consultant has submitted to City a proposal, dated March 27, 2014, to provide professional landscape architectural consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional landscape architectural consulting services for the Project set forth in the Proposal/Scope of Work, dated March 27, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to

the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Service and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original March 27, 2014, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest,

which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, directors, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference. The total maximum contract amount shall not exceed five hundred thousand dollars ($500,000.00), which sum shall not exceed one hundred thousand dollars ($100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount").

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

2.3 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Consultant's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Consultant may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Consultant's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any fee adjustment as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all on-call Services and Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Further, that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the

Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars ($2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

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

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

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars ($1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of $10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of $10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured

endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.

5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal

requirements as provided herein.

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

5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

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

5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 **Verification of Coverage.** Consultant shall furnish City original certificates of

insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

7.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

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

cause pursuant to Section 8.3.

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

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

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

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

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any

default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an

equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

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

To Consultant:
Richard Fisher Associates
Attention: Richard A. Fisher, President
2001 East First Street, Suite 160
Santa Ana, CA 92705
Telephone: (714) 245-9270
Facsimile: (714) 245-9275

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

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

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

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed

as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

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

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

10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS,
a California municipal corporation

BRUCE E. CHANNING,
City Manager

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
RICHARD FISHER ASSOCIATES,
a California corporation

By: _____
RICHARD A. FISHER,
President

By: _____
TAYLOR M. SMITH,
Secretary

EXHIBIT "A"

March 27, 2014 PROPOSAL/ SCOPE OF WORK

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

Richard Fisher Associates

March 27, 2014

Kenneth H. Rosenfield, Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RE: PROPOSAL FOR ON-CALL LANDSCAPE ARCHITECTURE SUPPORT SERVICES

Dear Ken:

Richard Fisher Associates (***RFA***) is pleased to submit the following Proposal for On-Call Landscape Architecture Support Services for the **City of Laguna Hills**. This Proposal is presented in response to the Request for Proposal dated March 6, 2014, and shall remain in full force and effect for 90 days.

As you are aware, the ***RFA*** team has built its award-winning Landscape Architectural firm over the past 35 years by providing Municipalities with Professional Landscape Architectural consulting services and project administration for parks and recreation facilities design, streetscape design, trails design, master planning/design, plan checking and development guidelines, water conservation programs, construction support, and special advisory services. We are very pleased that for the past 22 ½ years we have had the great pleasure of providing these professional services for the **City of Laguna Hills**.

One of the primary goals of the consultant selection process is to select Consulting Teams who can work closely with City Staff to assure the highly successful completion of specific projects and services. We herein offer ***RFA***'s exceptional level of commitment to you and the **City of Laguna Hills** to continue to provide consulting expertise in Parks, Streetscapes, CIP budget support, and other small projects requiring our area of expertise. With the experience we have gained in serving **Laguna Hills** since its incorporation, we believe that ***RFA*** can continue to be a strong asset to the City as one of the selected consultants. With our familiarity with the facilities offered to the community, the methodologies used by the City in providing these supporting professional services, being well known by the Parks and Recreation Commission and City Council members, and having easy access to previously prepared Plans and Specifications for virtually every park in the City, we believe continuous services from ***RFA*** will be a strong advantage to attaining the related goals within your Department over the next 5 year period.

Thank you for the opportunity to state our interest in continuing to serve the City and to submit this Proposal. We submit this Proposal with great enthusiasm and a high level of confidence that we can continue to provide a well-balanced team of Landscape Design Professionals with an exceptional level of experience in serving the **City of Laguna Hills** for On-Call Landscape Architectural Services.

Respectfully,

RICHARD FISHER ASSOCIATES

Richard A. Fisher, President
Registered Landscape Architect No.1429

2001 E. First St. • Suite 160 • Santa Ana, CA 92705 • (714) 245-9270 • Fax (714) 245-9275 • rfisher@rfaland.com

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Statement of Willingness to Execute Professional Services Agreement

Consultant Fees & Hourly Rates

** Included in a separate sealed envelope

5/27/2014 ITEM NO. 3.7

Qualifications & Experience

FIRM PROFILE

Richard Fisher Associates is an award-winning, full-service Landscape Architecture firm located in Orange County. In over three and one-half decades of practice, our team has completed the majority of its projects for public sector clientele. We value our track record of client retention and believe it speaks not only to our commitment to design excellence, but also to our strong service orientation. Several of our client relationships encompass the full 35 years the ***RFA*** team has been providing consulting Landscape Architectural Services. For the **City of Laguna Hills**, this relationship covers 22 ½ years.

Our firm began as the Landscape Architectural Division of a multi-disciplinary design firm and in January 1998, Richard Fisher broke away to form ***Richard Fisher Associates***. This created an opportunity for better quality control of all design services, and the ability for complete independence to develop business relationships with cities knowing that all services being provided meet the professional standards that Richard sets for himself and the firm.

The firm's size – large enough to accommodate projects of significant scale, while small enough to provide hands-on attention – afford us maximum flexibility in addressing design, management, staffing, and cost issues.

Richard Fisher Associates has a long history of excellence in project implementation. We are committed to the challenges of green design – both as stewards of the land and knowing that every challenge makes us stronger and more versatile. We encourage active involvement in the design and maintenance of healthy environments of a project, designing in ways which promote long term vitality of people and places. Success is measured by the realization of our goals and the gratification of creating environments that yield lasting rewards.

SERVICES

Contract City Landscape Architect, On-Call Landscape Architectural Services, Plan Check Services, Park Planning & Design, Streetscape Design, Trails Design, Project Management of City-owner projects, Development of Design Guidelines and Master Plan Development.

HISTORY

1979 Richard A. Fisher established the Landscape Architectural Division of the multi-disciplinary firm BSI Consultants Inc. / Berryman Henigar

1998 Richard A. Fisher purchased the Landscape Architectural Division from Berryman Henigar (now Bureau Veritas) to create ***Richard Fisher Associates***

KEY PERSONNEL

Richard Fisher, ASLA - CA #1429 - Principal / PM
Jim Collison – Associate / Senior Designer

LITIGATION

Richard Fisher Associates prides itself on developing & maintaining healthy relationships with all of its clients. Throughout its 35 years of business history, ***RFA*** has not had any failures or refusals to complete a contract. In addition, there are no alleged prior, or ongoing, civil or criminal litigation or investigations filed or pending against ***RFA***.

INSURANCE

General Liability:	$2,000,000 per occurrence & $4,000,000 general aggregate
Auto Liability:	$1,000,000 per accident
Workers' Comp:	$1,000,000 per accident
Errors/Omissions:	$2,000,000 per claim

5/27/2014 ITEM NO. 3.7

QUALIFICATIONS

Richard Fisher Associates offers the unique level of strength in 35 years of experience continually offering Landscape Architectural and Project Management Services to the Municipality Agency clientele, with 185 Community and Neighborhood Park projects, 124 Streetscape projects, 8 Landscape Development Guideline Manuals, 9 Streetscape Design Standards/Guideline Manuals and 7 Agency-wide Master Plans for 122 Public Agency Clients in its 35 year history. Specific to this RFP, ***RFA*** has provided On-Call Consulting Landscape Architectural services for 17 Public Agency Clients and supplied Plan Checking services to over 30 Public Agency Clients. In one case, these services have included serving in the role of City Project Manager for 7 Public Parks, and a total of 30-miles of Public Trails.

Richard Fisher Associates is unique as a professional office in that we believe we are the only Design Studio dedicated solely to Municipal and Governmental Agency clientele. ***RFA*** was founded on the philosophy that a Municipality is not only the Client, but also an equal contributing member of the Team and the design process. While the role of our firm varies from being advisor to being a key staff support member of any particular municipality, we realize that communication and involvement of all key players is vital to the success of any project. We recognize that our public agency clients not only answer to Council members, but to its citizens as well; which is why we believe in taking an active role in the Public Participation process. ***RFA*** takes great pride in helping public agencies make their citizens' dreams a reality.

RELATED EXPERIENCE

Richard Fisher Associates has served as an On-Call Consulting Landscape Architect to 17 Public Agency clients. Our services with these public agencies have included some or all of the following:

- **Parks** - ***RFA*** has been providing On-Call Services to the **City of Laguna Hills** for the past 22 1/2 years. This has included the Conceptual Design and Construction Documents for Cabot Park as a new park facility, while ***RFA*** has managed the development and renovations of 14 neighborhood level parks throughout the **City of Laguna Hills**, including, currently, the pending renovations to Stockport Park. And most recently, ***RFA*** has been providing Conceptual Plans, Design Documents, and now Construction Support for the La Paz Open Space project. In the City of Yorba Linda, Richard Fisher has been the Project Manager, or Principal-in-Charge, for the design and development of 15 Community or Neighborhood Parks! In the City of Downey, ***RFA*** recently provided design services for the renovation of Treasure Island Park Improvement Project, turning a previous local street segment into a beautiful neighborhood passive park.

- **Streetscapes** - In the cities of Laguna Hills, Lynwood, Downey, La Mirada, Temple City, West Hollywood, Lake Forest, Mission Viejo, Yorba Linda and San Clemente, ***RFA*** has completed or is in the design phase of median and parkway streetscapes and entry monumentation improvements along major arterials and collector streets. This includes: the initial Master Planning and design of the improvements for staff, community, and Commission and/or City Council approvals; Construction Plans and Specifications leading to public bidding of the projects; and Construction Observation services during construction.

5/27/2014 ITEM NO. 3.7

- **Open Space & Hiking Trails** - In Laguna Hills, ***RFA*** is currently providing design services to expand the City's Open Space and Hiking Trail network through the Phase One development of the La Paz Open Space project. In the recent past, ***RFA*** also completed the Construction Observation phase of the Oso Parkway Open Space and trail project of 1.25 miles. In the City of San Clemente, ***RFA*** currently represents the staff, serving as the City Project Manager, in the development of 5 miles of hiking trails through the open space corridors as well as 4 parks and 2 arterial streetscapes for the Marblehead Coastal project. In addition, **RFA** managed the design and development of local hiking trails (to be owned & maintained by the City) that connect to the regional trails in the Talega community. Upon completion, these trail improvements will add nearly 30 miles of additional trails for this Orange County municipality.

- **Field Inspections & Construction Management** - ***RFA*** provides Landscape Inspection and Construction Observation Services for private developments and public CIP projects for many of our public clients. The firm also provides CIP estimating for CIP budgeting; presentations on Landscape Architectural issues to Parks & Recreation Commissions, Planning Commissions, and City Councils; and CIP Project Management Services from the planning, design process, and throughout construction on City projects.

- **Development Review and Landscape Plan Checking** - ***RFA*** provides a well-proven program in providing complete detailed Landscape Architectural Plan Checking services. Plan Check services are performed under the direct supervision of a licensed Landscape Architect and are actively managed to allow a quick turnaround for the client. These services typically include technical plan checking for compliance with local agency requirements, adopted Water Conservation Ordinance requirements, readability, and sensitivity to site-specific Conditions of Approval. The focused plan checking includes a critical review that the project meets the goals of maximizing public safety and welfare, can be constructed within a reasonable time period, and that the landscape can be maintained long-term in strong support of the use of the site.

QUALITY & SUSTAINABILITY OF THE PRODUCT

With nearly 95% of ***Richard Fisher Associates*** design work being projects whose construction process is awarded through the Public Bid Process, ***RFA*** is very pleased about the thoroughness of the firm's Plans & Specifications. ***RFA*** work represents highly coordinated components between various disciplines, with a history of consistently completing projects requiring only minor or no Change Orders during construction, unless, of course, the client decides to expand or alter the project once under development.

For all design services that are a part of the Contractual Landscape Architect assignment, the completed Plans & Specifications submitted by ***RFA*** for agency staff review will have already gone through an internal Plan Check process by the firm's Plan Check staff, (an independent "second set of eyes") prior to submittal. This will be both a savings in your staff time required for the project and a boost to keep the project on schedule.

Richard Fisher Associates is confident you will continue to find that the firm's creative design solutions successfully address any financial and maintenance restrictions the **City of Laguna Hills** may have. ***RFA***'s years of public agency work have made it exceptionally aware of the limited resources available to

design, build, and maintain facilities to the level of appearance and service the public expects to receive. And with the complimenting emphasis on drought responsive landscape plantings and state-of-the-art irrigation systems which easily comply with the water efficiency ordinances, there can be an expected additional long-term savings on water usage and required landscape maintenance services.

With its long history of public sector work, you can continue to rely on ***Richard Fisher Associates*** to perform effectively and efficiently on each project that it undertakes. Our seasoned professionals have what it takes to lead your project from conception through design to construction implementation.

As a significant amount of our recent park planning and design work has centered around the renovation and rehabilitation of existing neighborhood and community parks, we find a continuing focus of our professional staff directed towards new elements which encourage positive lifestyles, wholesome recreational activities which build upon team work, and the enhancement of public park areas in numerous ways to make them a safer environment for the neighborhood. ***RFA*** continually provides leadership in researching and developing plans for state-of-the-art designs of playground equipment, fully accessible picnic amenities and recreational improvements, sophisticated irrigation delivery systems, and both water-responsive and maintenance-responsive landscape planting schemes. Similarly, our public median and parkway projects successfully reflect the community's desire to have attractive streetscapes, which identify, in this case, the **City of Laguna Hills**, and are in strong support of responsible landscape design practices.

Finally, because ***RFA*** has a 35 year history of serving as an On-Call Consulting Landscape Architect, Richard Fisher knows how important it is for our client to be able to contact us at any given time with something as simple as a question about a Landscape issue to asking us to stop by City Hall to discuss the best approach to a more far-reaching Landscape Architectural issue for the City. Although ***RFA*** may be currently serving in an On-Call capacity for other municipalities in the area, the **City of Laguna Hills** will not see any negative impacts to the services it requests for ***RFA.*** This includes commitments to meet agreed-upon deadlines for design assignments, attend meetings at City Hall with City Staff and/or citizens of the community, and scheduling commitments for attendance at Commission or City Council meetings on our calendar early to avoid conflict with critical dates.

COMPARABLE ON-CALL LANDSCAPE ARCHITECTURAL SERVICES CONTRACTS

City of Yorba Linda
Contract Renewed: 11/21/11 (5 Year Term)
Initial Contract Date: 1979

City of San Clemente
Contract Renewed: 10/8/13 (1 Year Term)
Initial Contract Date: 1980

City of Poway
Contract Renewed: 7/17/09 (2 Year Term)
Initial Contract Date: 1980

City of Mission Viejo
Contract Renewed: 7/2/12 (2 Year Term)
Initial Contract Date: 1985

City of Laguna Hills
Contract Renewed: 7/1/13 (1 Year Extension)
Initial Contract Date: 1991

City of Laguna Woods
Initial Contract Date: 9/15/05 (5 Year Term)

City of Long Beach
Contract Renewed: 1/5/13 (1 Year Term)
Initial Contract Date: 2011

City of Chino Hills
Initial Contract Date: 7/10/12 (3 Year Term)

Examples of Work

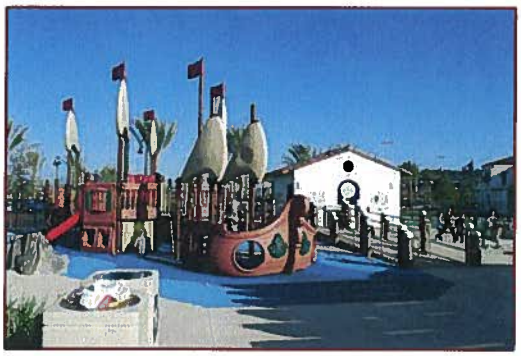
Courtney's SandCastle Universally Accessible Playground

2012 CAPRCBM Outstanding Project Award &
2012 CPRS Award of Excellence, Park Planning – Specialty Parks

Client: City of San Clemente, CA
Sharon Heider - Beaches, Parks & Recreation Director
(949) 361-8263

Budget: Project Value - $1,400,000
Design Contract - $85,000

Schedule: Design: Jun 2006 - Oct 2009
Construction: May 2011 - Feb 2012



Description: Preliminary Design of Courtney's Sandcastle, a fully handicapped accessible 20,750 SF Community Park with a Universally Accessible Playground, Water Features; Themed Tot Lot and 5-12 yr. Playground. Services included: Preliminary Site Evaluation; Attend meetings with City Staff; Development of a Concept Plan; Presentation of Concept Plan at Meetings; Refinement of the Concept Plan into a detailed Master Plan; Preparation of Preliminary Estimates of Probable Construction Costs; and Construction Drawings and Documents.

Kraemer Memorial Park

Client: City of Placentia, CA
John Nicks – Dep. Dir. Comm. Services
(714) 993-8227

Budget: Project Value - $660,000
Design Contract - $61,900

Schedule: Design: Jan 2011 - Jun 2011
Construction: Aug 2011 - Dec 2011

Description: Preliminary Design of the Kraemer Park playground renovation, addition of basketball and sand volleyball courts, and restroom replacement. Attend meetings with City Staff, Presentation of Concept Plan at Meetings; followed by complete Plans Specifications & Estimates for the competitive bidding of improvements. Construction Services support was also provided by the design team.

Oso Parkway Open Space Streetscape

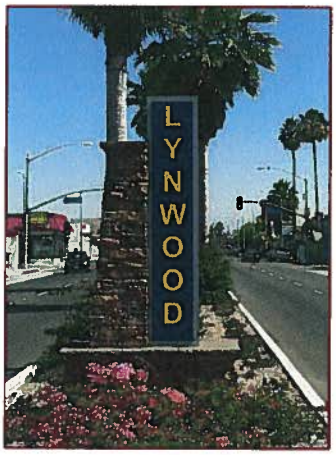
Client: City of Laguna Hills, CA
Ken Rosenfield – Dir Public Services / City Eng'r
(949) 707-2655

Budget: Project Value - $1,063,000
Design Contract - $159,565
Constr'n. Serv. Contract - $115,150

Schedule: Design: Apr 2007 – Jul 2008
Construction: Jul 2008 – May 2009

Description: A 1.5 mile streetscape project, which nestles within a half-mile wide open space corridor. A major collector street's traditional improvements were transformed as an aesthetics-driven enhancement project, with upgrades to include a paved multi-use trail, separate equestrian trail, DG jogging / walking trail; and major development of an equestrian / riparian open space corridor.

Long Beach Blvd. Medians – Phase I: Tweedy Blvd. to Orchard Ave.



Client: City of Lynwood, CA
Paul Nguyen, CIP Manager – Engineering Div
(310) 603-0220

Budget: Design Contract - $86,000

Schedule: Design: Jan - Dec 2009
Construction: Mar – Sep 2010

Description: The first phase of a 3 mile streetscape project with the goals of enhancing traffic flow, improving safe pedestrian (especially students) crossing, and providing a newly conceived enhancement of the City's streetscapes. Upon selection of one of three Concepts by the City Council, the design team then prepared Construction Documents for a three-phased project.

The street's upgraded improvements included decorative median fencing to encourage safe street crossing at crosswalks; designing a new City Entry Monument (to be placed at four locations); and the installation of new median and parkway trees and drought-responsive landscape development which simultaneously provided a strongly-themed landscaped corridor unique to the City of Lynwood. Any rainfall / irrigation run-off from median landscaped areas is all captured internally within the medians' new drainage system. The project team participated in extensive community input, coordination with the project areas merchants, and City Staff coordination and support.

Box Canyon Park

Client: City of Yorba Linda, CA
Bill Calkins – Dir of Parks & Recreation
(714) 961-7160

Budget: Project Value - $986,550
Design Contract - $30,500

Schedule: Concept: Mar 2009
Design: Apr – Jun 2009
Construction: Sep 2009 – May 2010

Description: Conceptual Designs / Master Plan, with presentations to the community, Commission and Council; followed by Plans, Spec's & Estimates; then casual Construction Observation. Box Canyon Park is a Neighborhood Park which functions more on a community level, due to its offering the community an all-accessible playground. **Richard Fisher Associates'** recent design work included the total replacement of the multi-age playground with themed all-accessible equipment; a new modular restroom building, area walkways, and landscaping all areas destroyed in the Freeway Complex Fire Event.

La Paz Road at I-5 Improvements (with Caltrans compliance)
2013 ASCE Roadway & Highway Project of the Year

Client: City of Laguna Hills, CA
Ken Rosenfield – Dir Public Services / City Eng'r
(949) 707-2655

Budget: Project Value - $612,400
Design Contract - $54,218

Schedule: Design: May 2009 – Apr 2010
Construction: Oct 2011 – Oct 2012

Description: Total replacement of landscape improvements for (3) quadrants of the major interchange of La Paz Road and the I-5 Freeway. Design work included custom aesthetic treatment for underpass retaining walls, rock blanket surfacing on underpass slopes, and landscape planting and irrigation for three quadrants of the interchange. New irrigation systems served with a new re-claimed water service and drainage bioswales in two quadrants. All improvement plans were prepared in Caltrans format. The design effort required significant coordination efforts with Caltrans Landscape Architecture Division, due to tie-ins with an adjacent pending re-landscaping project designed by Caltrans staff. Plans and Specifications were expedited, at the request of Caltrans, and completed for Plan Check in a 6-week period.

Phil Paxton Equestrian Center & El Cajon Trail Improvements

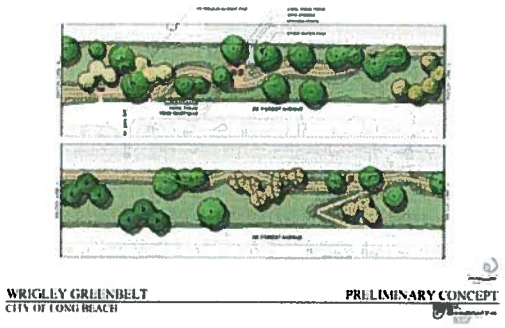
Client: City of Yorba Linda, CA
Bill Calkins – Director of Parks & Recreation
(714) 961-7160

Budget: Project Value - $412,620
Design Contract - $72,275

Schedule: Design: Mar 2008 – Apr 2009
Construction: Sep 2009 – Dec 2010

Description: 5-mile multi-use trail system, connecting schools, retail centers, parks and community recreation centers, and neighborhoods. The project received new landscape improvements, traffic-controlling equestrian fencing for public street crossing protection and equestrian / pedestrian / bicyclist separations, and way-finding signage. At the east end of the trail, the public equestrian center received new alignments for connecting trails, reducing visual disruption of equestrian training activities.

Wrigley Greenbelt



Client: City of Long Beach
Anna Mendiola, Park Development Officer
(562) 570-3165

Budget: Project Value - $1,900,000
Design Contract - $166,130

Schedule: Concept: May 2011 - Oct 2011
Design: Nov 2011 - June 2012

Description: Conceptual Design of Wrigley Greenbelt was accomplished, with solicitation of community input, to develop a 1-mile greenbelt along the LA River corridor. Upon approval of the Concept Plans, a comprehensive set of Plans and Specifications were then prepared. The project includes an all-weather DG walking trail, equestrian trail rest areas, drought-responsive plantings which mirror the regional guidelines of the LARMP, and state-of-the-art irrigation systems to support the landscape materials. The firm's Professional Services included: Preliminary Site Evaluation; Attend meetings with City Staff; Development of a Concept Plan; Presentation of Concept Plan at Meetings; Refinement of the Concept Plan into a detailed Master Plan; Preparation of Preliminary Estimates of Probable Construction Costs; and Construction Drawings and Documents.

Approach & Scope

The professionals of the ***Richard Fisher Associates*** Design Team have been providing consulting services to cities for an impressive length of time, which we're proud to say includes our 22 ½ years for the **City of Laguna Hills**. Even after this extensive timeline, we continue to look for ways to improve our professional service's design characteristics, in such focused areas as long term durability, ease of maintenance, vandalism-resistant design concepts, security and public safety, line-of-sight sensitivity, and avoiding irrigation water within the public streets. We also strive to improve our leadership style by always encouraging on-going dialogue with our client's staff to spring-board off of the knowledge of all public and private team members. Our team feels it understands the key issues that continually challenge the **City of Laguna Hills** in meeting Parks & Recreation facility expectations, the Public Services Department's facilities and aesthetic improvement area issues, and the Planning Department's needs for Landscape Architectural expertise in plan checking of private projects. Because of the understanding we have gained over the lifetime of the **City of Laguna Hills** cityhood, we believe we are exceptionally positioned to offer a strong commitment to continue to serve the needs of the **City** in a highly professional manner.

ON-CALL LANDSCAPE ARCHITECTURAL SERVICES

RFA is prepared to provide all levels of Landscape Architectural services for planning, designing, and overseeing the construction of new projects, as well as improvements and upgrades of various City parks, medians, and other properties budgeted for renovation. Services may include:

- *Pre-Design Services:* Feasibility Studies; Site Planning; recommendations for Project CIP Budgets and Program Verification.
- *Design Services:* Develop Conceptual & Schematic Design Plans; Design schemes, plant palettes and Design Development; Develop Project Budgets; provide Constructability Review; prepare Construction, Planting and Irrigation Plans, Technical Specifications and Project Cost Estimates. Work efforts will include coordination with City staff, such as Building Officials, City Engineer and other key management personnel, to include monthly written reports of progress; Public Utilities, and other regulatory agencies, as appropriate for each assignment. Such services will likely be for Parks, Median Islands, Parkways, Sports Fields, Open Spaces, Habitat Areas and related facilities.
- *Bidding Services*: Develop Bid Documents; and Provide Assistance with the Bid Process.
- *Construction Support*: Facilitate and participate in Pre-Construction, Construction Progress, and Post-Construction meetings, including the preparation of appropriate documents; Review, negotiate and approve Contractor Submittals and Change Orders; Prepare Reports, Addenda, and responses to RFI's; Conduct Inspections and prepare Punch Lists; and Create As-Built Record Drawings.
- *Additional Design Services*: The ***RFA*** Design Team will also coordinate the preparation and approval of geotechnical and materials investigations and reports; process design approval with other regulatory agencies; potable water and the conversions to non-potable water design; coordinate utility relocations with affected utilities; storm water pollution prevention plans and reports; assist as appropriate with Land Use Planning issues; Urban Design; Landscape Planning & Management; Improvement of existing facilities; Accessibility improvements; Site furniture, fixtures, finishes & equipment selection; Signage designs including Wayfinding ADA signage; Assessments including a site's ability to accommodate improvements; Sustainable landscape designs and assistance in achieving the City's goals towards water conservation.

- *Planning for City Projects*: Developing Master Plans, Management Plans, Operations Plans, and Maintenance Plans, including coordination with public and/or private parties.
- *Other Available Services*: ***RFA*** also includes team expertise and is prepared to provide services in the following areas:
    - Conducting Plan Check services to include recommendations for Conditions of Approval for private projects, and reviewing public agency improvement plans for consistency with City Standards, Industry Standards and Conditions of Approval.
    - Conducting evaluations of Contract Landscape Maintenance Service issues of concern and making recommendations to resolve such issues
    - Participating in and making presentations at public meetings/events
    - Assisting with the preparation of landscape-related grant applications

LANDSCAPE DESIGN SERVICES

Richard Fisher Associates will continue to be prepared to provide all levels of Landscape Architectural services for planting, irrigation/water management, facilities and hardscape studies and/or designs along streets, city parks and recreation areas, trails, habitat restorations, and universally-accessible playgrounds. As Landscape Architects specializing in providing these services to public agencies, we have the expertise and experience to prepare exciting and creative Conceptual and Preliminary Plans, Master Plans, Estimates of Probable Costs, Construction Drawings and Specifications, public presentation documents, including renderings, and the facilitation of community workshops.

RFA is proud of its long-standing and highly respected reputation, by the **City of Laguna Hills,** as a high-quality Landscape Architectural firm. For nearly all of our contracted services to the **City**, the firm finds itself providing year-round project leadership in designing specific projects such as:

- Community and neighborhood parks and sports fields
- Arterial and collector street median and parkway landscapes;
- Open Space restoration and enhancements;
- Habitat Area development or restoration;
- Hiking and riding trails, and
- Other public buildings and facilities.

All principal professionals within the multi-disciplinary expertise of the ***RFA*** team, with its sub-consulting firm participations, have been providing consulting services to cities, including the **City of Laguna Hills**, for an impressive length of time. We believe a significant contribution to these successful business relationships is the involvement of key principals of each sub-consulting firm throughout the life of each project. Our leadership style will continue to encourage the early involvement of each of our sub-consultant's unique areas of expertise, in the healthy exploration of innovative design solutions, and in the encouragement of City staff to provide important input to address both current and anticipated long-term issues that continually challenge each City department.

CONSTRUCTION ADMINISTRATION / MANAGEMENT

Construction Administration is envisioned to include:

- Assisting the City In Bid Preparation
- Attending Pre-Bid Conference & Job Walk
- RFI Responses During The Bidding Process
- Reviewing Request For Substitutions
- Review Shop Drawings / Required Product Submittals

- Attend Progress Meetings & Job Walks, as requested
- Address Design Issues With Jurisdictional Agencies
- Attend Punch List Walks
- Address Close-Out Issues
- Coordinate As-Built Record Drawings

STAFF SUPPORT SERVICES

Richard Fisher Associates is prepared to provide additional support which offers various City Departments a consulting registered Landscape Architect as a consulting staff representative to the community and other City staff and policymakers. Duties could include the preparation of Agenda Reports, Memorandums pertaining to park facilities / landscape issues which are the responsibility of, or concern to the City, site reviews and analysis, preparation of descriptions of scope of work or project definitions for Requests for Proposals, and other staff support functions related to Landscape Architecture.

Now in its 17th year as an independent firm, ***RFA*** believes it has been very successful in focusing its services on the needs of Public Services and other City Departments within the **City of Laguna Hills**. We propose to continue our focus on providing services as support staff in the role of Consulting City Landscape Architect. This support role includes:

a. Planning Department support in the plan checking of Landscape Development Plan submittals to include confirmation of achieving requirements of the project Conditions of Approval;
b. Public Services Department support for Plan Checking: (i) private projects for Conditions' compliance and (ii) public projects for conformity to adopted Development Standards, maintainability, and reasonable levels of liability exposure.
c. Developer, county-level, and local community-based organizational support and partner services, representing City staff on projects at workshops, public hearings and one-on-one meetings.

PROJECT MANAGEMENT APPROACH

As a professional design firm, ***Richard Fisher Associates*** routinely is managing from as few as 4 projects to as many as 13 projects' activities in a given month (actual historical data). In order to do this effectively and efficiently, ***RFA*** will continue to refine the following procedures:

Schedule Control:

One of the tools available to the firm is 'Microsoft Project' scheduling software for individual and firm-wide projects' interactive scheduling. Immediately upon approval of a specific project's Scope of Work, the design team can develop a chronological schedule for the project, and integrate this work into the firm's comprehensive project schedule. The hands-on project management role is equitably divided up so that effective management is never compromised on any project.

Quality Control Standards:

- At the onset of each Project, drafting standards, sheet title blocks, and the **City of Laguna Hills** design standards will be set. Sub-Consultants are updated to assure uniformity.
- Quality Control standards will continue to be fine-tuned as necessary for internal plan checking.
- Cross-discipline plan checking will also be undertaken concurrently with internal-plan checking.

Initial Quality Control Procedure: Quality control is initiated at the beginning of the project at which time the fundamental base sheet and topographic data is established and AutoCAD files are created, including all existing curbs, gutters, catch basins, vaults, electrical cabinets, water meters, manholes, street lights, power poles, signs, hand rails or any other element that may be identified to be protected-in-place, demolished, or replaced. Each Professional Discipline will be responsible to ascertain the impacts these site improvements will have on their design detailing. This task will become a Schedule Chart milestone and will be coordinated at a regularly scheduled Team meeting, as well as forwarded to key team members via email immediately upon establishment.

Progressive Quality Control: As the project proceeds from the initial Research Phase through Design Development, all applicable information that affects the bases will be recorded and plotted, then disseminated to each Sub-consultant.

Final Document Quality Control: Typically, each Disciplinary Team Consultant will be responsible for their respective Contract Documents and Technical Specifications component. However, each key member of the Design Team will also be responsible to review and comment, and to assure full coordination of applicable design elements. Additionally, with several of the ***RFA*** staff having served the City for most or all of this long-term business relationship, internal plan checking can be effectively complimented, specifically, as a second-pair-of-eyes.

Cost Control Philosophy:

Starting with the initial Design Phase, (City-provided or Consultant-generated) Project Costs will be established as global numbers for each category of proposed construction. As the design progresses through each phase up to and including approval of the Conceptual Design Plans, costs will be updated and will be broadened incrementally by category. Then as the Final Working Drawings are being developed, projected costs will be fine-tuned. We believe the track record of reliable Estimates of Probable Costs for the **City of Laguna Hills** continues to achieve a high level of credibility and is yet another reason to select ***RFA*** to continue to provide these professional services.

PROBLEM-SOLVING TECHNIQUES

The effectiveness of problem solving is highly impacted by both the level of experience of the ***RFA*** Design Team and the ability of the Professional Consultant and City staff to work together as one cohesive project team. We are proud of routinely achieving early detection of any unique project problems and the level of clear communication of the issues and the availability of alternative solutions.

Richard Fisher Associates continues to bring to the **City of Laguna Hills** the following strengths for dealing with effective resolution of project problems:

- An exceptional level of public works/parks & recreation project experience; having provided these services for over 35 years
- Routinely approach projects' design challenges by using a "thinking-outside-the-box" strategy
- Conducts regularly scheduled meetings to keep both City and Design Team members "on the same page" and knowledgeable of the project's status at all times
- Provide optimum effectiveness in professional services by the establishment and maintenance of a strong positive working relationship with the **City of Laguna Hills** staff members and our sub-consulting team members, all who have worked with ***RFA*** on numerous other successful projects.
- A proven track record for problem solving and project design resolutions.

AGENCY COORDINATION

Richard Fisher Associates' founding Principal, Richard Fisher, will continue to provide the lead Landscape Architectural and Project Management Services to the **City of Laguna Hills.** We anticipate our services will continue to require the majority of our projects to have efficient coordination and to work effectively with various local and state agencies. These governing bodies have often included representatives from various departments within the County of Orange, various Southern California cities, Caltrans, various water districts, Southern California Edison, and various school districts. We are confident that our firm can successfully handle and accomplish any Landscape Architectural design project that the **City of Laguna Hills** has to offer to us throughout this next 5-year contract.

GENERAL SCOPE OF DESIGN SERVICES

For design project assignments, ***RFA*** will provide Construction Plans, Planting Plans, state-of-the-art Irrigation Plans/Water Management services, and related Construction Document components. As Landscape Architects specializing in providing these services to public agencies, we have the expertise and experience to prepare exciting and creative Conceptual and Preliminary Plans, Master Plans, Estimates of Probable Costs, Construction Drawings and Specifications, and public presentation documents, including renderings and the facilitation of community workshops. Professional services for a design project could include any or all of the following:

Conceptual Development

- Project meetings with Staff
- Field review of the project site. Photograph the project site.
- Establish contacts with utilities companies and other impacted agencies
- Development of base sheets for the project
- Determination of electrical and water Points-of-Connection, if appropriate
- Arrange for Agricultural Suitability and Fertility Tests, if appropriate
- Prepare Conceptual Plans with multiple alternative schemes as appropriate to each project
- Preliminary Estimates of Probable Construction Costs
- Review of Conceptual Plans with City staff
- Presentations of Conceptual Plans to the public for community input
- Presentations of Conceptual Plans to the Parks & Recreation Commission and/or the City Council

Construction Plans & Specifications

- Preparation of AutoCAD 2013 format Construction Plans and Technical Specifications in Greenbook format
- Preparation of Estimates of Probable Construction Costs
- Performance of internal plan checking of Construction Plans and Specifications
- Submittal of Plans for City staff review
- Assistance to the City with responses to bidding questions

Construction Assistance

Depending on the level of involvement preferred by the City, the ***RFA*** team will be prepared to provide:

- Interpretation of Construction Documents
- Review of the design integrity of the Plans
- Assist with field reviews for compliance with design intent
- Other construction overview

Key Personnel

Richard Fisher Associates is comprised of a well-balanced team of design professionals with specific "hands-on" experience in providing design services for Capital Improvement Projects relating to Park Development/Rehabilitation, Trails, Public Facilities, and Streetscapes, as well as City Project Management services, Plan Check and Inspection services and Master Plan preparations.

All On-Call Services for ***Richard Fisher Associates*** will be managed by Richard Fisher, who will serve as the client contact with (primarily) the Public Services Department and will assign and manage ***RFA*** staff / sub-consultants providing all services under this contract. He will also be the primary professional participating in meetings with other City staff, and providing most presentations to the public and policymaking bodies. Richard may be reached by phone (714) 245-9270 or email rfisher@rfaland.com.

Richard Fisher will serve as the Principal Landscape Architect. He has a unique background of having 6 ½ years of public agency tenure as a Park Planner and ultimately City Landscape Architect with the Anaheim Parks & Recreation Department. Since then, these past 35 years have been served as a consulting Landscape Architect for Municipalities throughout southern California. In this period, Richard has served as consulting City Landscape Architect to 17 Municipalities. *In the case of* **Laguna Hills**, *that role is in its 23rd year of service. In Yorba Linda, that role is in its 35th year.* Richard served as the Project Manager, Principal-in-Charge, or Project Landscape Architect for all 184 park projects and 124 streetscape projects successfully completed by ***RFA*** or its predecessor, BSI Consultants / Berryman & Henigar. A second key service, offered by Richard Fisher, will be providing his leadership in community input workshops and presentations to the Parks & Recreation Commission and to the City Council.

Jim Collison will also continue on your consulting design team as Associate / Senior Designer. During his 26 years with our firm, Jim has honed his skills in his design approach to Streetscapes, Parks, and other public projects, and specifically has an extensive understanding of project characteristics and requirements for the **City of Laguna Hills**. Consequently, Jim is able to offer the **City** the benefit of his extensive experience gained in these past 22 ½ years. Such attributes include: research of all available reference documentation; verification of existing site improvements, feasibility studies and cost projections; recommendations for bidding alternative work efforts for Contractors while in the competitive bidding phase; and his exceptional focus on the accuracy and completeness of the Plans and Specifications, whether ***RFA*** designed projects, or plan checking of other firms' work. Jim's high degree of creativity and design sense, balanced by his technical skills, are evident in the execution of both Conceptual Drawings and Construction Documents alike.

STAFF AVAILABILITY & RESPONSIVENESS

Richard Fisher Associates is prepared to make available any staff member who can productively contribute to both the initial effort in defining requested services, as well as providing required on-going areas of Landscape Architectural expertise, on an as-needed basis. Our firm has been structured around our Public Agency clientele in such a way that our resources are fluid and able to shift with our client's needs. We are very familiar with your City's needs to meet deadlines and budgets set by the City's Fiscal calendar. This means that ***RFA*** is set up to quickly mobilize on new projects for the **City of Laguna Hills**.

Because ***Richard Fisher Associates*** specializes in only working with governmental agencies, our project workload and schedules are more predictable than most firms that also perform private sector (Developer) work. As our client's will attest to, we have a proven track record of meeting our client's deadlines.

5/27/2014 ITEM NO. 3.7

Richard A. Fisher, ASLA

Principal Landscape Architect / Project Manager

Professional Summary

Richard Fisher has been immersed in the profession of Landscape Architecture on a wide array of projects since his graduation from The California Polytechnic University in 1968. He has 6 ½ years of public agency experience with the Parks & Recreation Department of the City of Anaheim and over 35 years experience as a consulting Landscape Architect to numerous public agencies. As president of *Richard Fisher Associates*, he has led the firm in earning a reputation for excellence in the areas of Parks and Recreation Facility Planning, Capital Improvement Projects, Plan Checking and Inspections, and servicing as a Consulting City Project Manager.

Education

Bachelor of Science, Landscape Architecture – CalPoly, Pomona

Associates of Art, Ornamental Horticulture – Modesto Junior College

Registration

Registered Landscape Architect, CA #1429

Relevant Experience

Community Streetscapes

- Alicia Pkwy Streetscape, Laguna Hills
- Grand Ave. / State Street, Carlsbad
- El Toro Rd. Medians, Lake Forest
- Oso / Marguerite Medians, Mission Viejo
- Broadway Median, Lemon Grove
- Greenfield Dr. Entryway, Laguna Hills
- City Entry Monumentation, Monrovia
- Oso Pkwy Enhancement, Laguna Hills
- Cabot / Oso Pkwy, Laguna Hills
- Walnut Ave. Medians, Irvine
- Entry Monumentation, Laguna Hills

Community Parks

- Courtney's Sandcastle, San Clemente
- Camp Little Bear Park, Bell
- Oso Viejo Community Park, Mission Viejo
- Lone Mountain Park, Clark County, NV
- Cabot Park, Laguna Hills
- San Gorgonio Park, San Clemente
- The Clubhouse at Veterans Park, Bell
- Poway Community Park, Poway
- Eastside Community Park, Yorba Linda

Special Use Facilities

- Oak Canyon Nature Center, Anaheim
- Paxton Equestrian Center, Yorba Linda
- Camp Joe Scherman, Riverside County

City Project Management Services

- Tierra Grande Park, San Clemente
- Talega Regional Riding & Hiking Trails, San Clemente
- Liberty Community Park, San Clemente
- Marblehead Sports Park, San Clemente
- Pico Neighborhood Park, San Clemente
- Marblehead Hiking Trails, San Clemente
- Oak Park Community Center, Temple City

Agency-Wide Master Plans

- Aliso Viejo Community Association
- City of Colton
- City of Huntington Park
- City of Pomona
- City of San Clemente
- City of Seal Beach

Consulting City Landscape Architect

- Yorba Linda
- Placentia
- Laguna Hills
- Lake Forest
- Laguna Niguel
- Long Beach
- Poway
- Villa Park
- Stanton
- San Clemente
- Mission Viejo
- Chino Hills
- Laguna Woods
- Downey
- West Hollywood
- Fontana
- Rancho Mirage
- Oceanside

Jim Collison

Associate /Senior Designer

Professional Summary

Jim Collison is in his 26th year with ***Richard Fisher Associates*** where he has honed his professional skills in public agency master planning, as well as preparation of construction drawings and cost estimates for a wide variety of projects. His areas of expertise include streetscape design, park design, park rehabilitation, downtown revitalization projects, preparation of design guidelines, and feasibility studies. Jim has served as key designer/assistant Project Manager on numerous projects from award of professional services through to award of construction bids. While contributing his high degree of creativity and design sense, his services are equally balanced by his technical skills in the execution of Conceptual Drawings and Construction Documents alike.

Education

Bachelor of Science, Landscape Architecture
– CalPoly, Pomona
Associates of Arts
– Golden West Community College

Affiliations / Involvement

CDBG Neighborhood Representative
Ad Hoc Historical Committee, Anaheim
California Square Neighborhood Association
Anaheim Neighborhood Association (PAC)

Relevant Experience

Commercial - Retail

- Ruby's at 5 Points, Anaheim, CA

Management Services

- Scenic Highway Setback Manual, Hemet
- Lake Elsinore Assessment Area East, Lake Elsinore
- Downtown Traffic Signal Design Report, San Buenaventura
- Park and Recreation Master Plan, Pomona

Community Streetscapes

- La Paz @ I-5, Laguna Hills, CA
- Long Beach Blvd., Lynwood
- Alicia Pkwy Streetscape, Laguna Hills
- Chrisanta Medians, Mission Viejo
- Imperial Highway Streetscape, La Mirada
- Moulton Pkwy Medians,Laguna Hills
- Entry Monumentation, Laguna Hills
- Beach Blvd. Improvements, La Mirada
- La Paz & Marguerite ROW, Mission Viejo
- Yorba Linda Blvd. Medians, Yorba Linda
- La Mesa Pedestrian Corridor, La Mesa
- Junipero Serra/Rancho Viejo Intersection, San Juan Capistrano
- Bob Hope Drive, Rancho Mirage
- San Gabriel Blvd, San Gabriel
- City Entry Monumentation, Monrovia
- Olinda Street Parking Lot, Yorba Linda

Community Parks

- Boysen Park Parking Lot, Anaheim
- Mission Springs Park, Desert Hot Springs
- Holly Park, Hawthorne
- Cabot Park, Laguna Hills
- Costeau Park, Laguna Hills
- Knotty Pine Park Renovation, Laguna Hills
- Mackenzie Park Renovation, Laguna Hills
- Mandeville Park, Laguna Hills
- Mendocino Park Renovation, Laguna Hills
- Stockport Park, Laguna Hills
- Cherry Park Renovation, Lake Forest
- Mountain View Park, Lake Forest
- Sundowner Park Renovation, Lake Forest
- Vintage Park Renovation, Lake Forest
- Arroyo Vista Community Park, Moorpark
- Hilleary Park, Poway
- Lake Poway Upper Park, Poway
- Southbay Pump Station, San Diego
- Westhills Park, Santee
- Live Oak Park Tot Lot, Temple City
- Arroyo Park Master Plan, Yorba Linda
- US Soccer Team Training Facility, Mission Viejo

Plan Check Services

- Chino Hills
- OC Public Works
- Rancho Santa Margarita
- Laguna Hills

5/27/2014 ITEM NO. 3.7

References

Mr. William Calkins
Director of Parks & Recreation
City of Yorba Linda
4845 Casa Loma
Yorba Linda, CA 92686
(714) 961-7160
(714) 572-3762 fax

Mr. Ken Rosenfield, P.E.
Director of Public Services/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
(714) 707-2655 phone
(714) 707-2614 fax

Mr. Steve Campbell
Facilities & Field Service Manager
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-4314
(323) 874-6850 phone
(323) 848-6565 fax

Mr. Edwin J. Norris, P.E.
Deputy Director of Public Works
City of Downey
11111 Brookshire Avenue
Downey, CA 90241-7016
(562) 904-7109 phone
(562) 904-7296 fax

Mr. Dennis Reed
Beaches & Parks Manager
City of San Clemente
100 North Seville
San Clemente, CA 92672
(949) 361-8278 phone
(949) 361-8340 fax

Mr. Keith Rattay
Director of Public Services
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3095 phone
(949) 581-5394 fax

Mr. Jon Nicks
Ass't Dir. of Community Services
City of Placentia
900 S. Melrose Street
Placentia, CA 92870
(714) 993-8227 phone
(714) 632-3851 fax

Ms. Anna Mendiola
Park Development Officer
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815
(562) 570-3165 phone

Mr. Steven Harris
Director of Community Development
City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, CA 92686
(714) 961-7130 phone
(714) 961-7101 fax

Mr. David Brantley
Principal Planner
City of Yorba Linda
4845 Casa Loma
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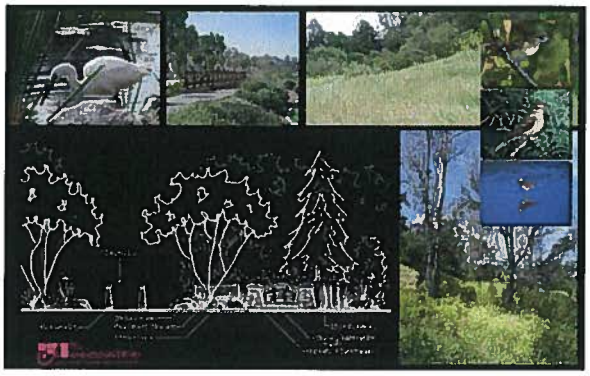
(714) 961-7134
(714) 961-7101 fax



5/27/2014 ITEM NO. 3.7

March 6, 2014
Request for Proposal
On-call Landscape Architecture Support Services

CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONSULTANT: RICHARD FISHER ASSOCIATES

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

NONE

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

NONE

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

Signed this 26th day of MARCH, 2014, at SANTA ANA, California.

Name: RICHARD A. FISHER

Title: PRESIDENT

Signature: Richard A. Fisher

March 6, 2014
Request for Proposal
On-call Landscape Architecture Support Services

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of Richard Fisher Associates (Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Richard A Fisher

Title: President

Signature: Richard A Fisher

Date: 3-26-14

Richard Fisher Associates

March 27, 2014

Kenneth H. Rosenfield, Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: **Professional Services Agreement for On-Call Landscape Architecture Support Services**

Dear Ken:

I, Richard Fisher, President of ***Richard Fisher Associates,*** have read and agree to execute the Professional Services Agreement provided as an attachment to the Request for Proposal for On-Call Landscape Architecture Support Services issued by the City of Laguna Hills on March 6, 2014.

Respectfully,

RICHARD FISHER ASSOCIATES

Richard A. Fisher, President
Registered Landscape Architect No.1429

2001 E. First St. • Suite 160 • Santa Ana, CA 92705 • (714) 245-9270 • Fax (714) 245-9275 • rfisher@rfaland.com

Schedule of Hourly Rates

Valid through June 30, 2016

Professional Fees proposed for any of the types of projects listed in the "Landscape Architecture" Section of the RFP will be on a Fixed Fee basis, with the exception of Construction Administration and Preparation of Record Drawings, which will be proposed on a Time & Materials basis. The following Fee Schedule will be the basis of both forms of Professional Fees.

RICHARD FISHER ASSOCIATES – LANDSCAPE ARCHITECTS

Principal Landscape Architect	$145.00
Associate / Project Manager	$110.00
CADD Designer	$85.00
Principal Plan Checker	$145.00
Plan Checker	$110.00
Principal Landscape Inspector	$145.00
Landscape Inspector	$110.00
Clerical Support	$60.00

REIMBURSABLE EXPENSES

Reimbursable Expenses are in to addition to fees for professional services and are billed at cost plus a 15% processing fee. Reimbursable Expenses may include, but are not limited to:

A. Reprographics, such as original plots, reports, estimates, photocopying of project-related documents, copies of drawings and presentation quality perspectives.

B. Postage, shipping and messenger expenses other than first class mail.

C. Parking and mileage costs for meeting and site visits. The mileage rate will be equivalent to the current IRS Standard Mileage Rates

5/27/2014 ITEM NO. 3.7

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDED POLICY NO. 315, TREE PRESERVATION.

SUMMARY:

A resident of the community requested City Council consider establishing a formal policy to allow members of the public to make financial donations to the City for the purpose of planting trees in City parks and other City maintained landscaping. This approach would allow the City to enhance its tree inventory and, at the same time, provide the donating individuals with the satisfaction of knowing that a tree in the community was sponsored by their donation. Staff has evaluated City Council Policy No. 315, Tree Preservation, and determined that amending this Policy can provide for the tree donation option. It is proposed that the City remain in control of the tree species selection and the final planting location for the tree. No markings or plaques are proposed to be allowed at the location of the planted tree. Staff has also proposed some technical modifications to Policy No. 315 to better reflect our current practices. Approval of the amended Policy No. 315 is recommended.

BACKGROUND:

City Council adopted Policy No. 315, Tree Preservation, on February 24, 1998, to promote the preservation of trees, a community asset, and to provide guidelines for the trimming, removal and planting of trees. The City's tree policy is one of the reasons that the City has been named, and maintains the designation of, a "Tree City USA" as promulgated by the National Arbor Day Foundation. The Tree Preservation Policy has provided staff with the tools necessary to uniformly and consistently implement the maintenance of the City tree stock which represents approximately 13,000 trees.

Earlier this year, a community resident addressed the City Council and requested that a policy be established to specifically allow the public to donate funds toward the planting of trees. The resident described a similar program in the City of Lake Forest known as the "Expand the Forest Program." In the fall of 2012, the Parks and Recreation Commission reviewed this matter and concluded that an informal program of allowing donations on a case by case basis was adequate to serve the community's needs. The Commission also recommended that the City remain in sole control of the tree species selection and tree planting location.

Upon further review by staff, it has been concluded that the existing Tree Preservation Policy can be simply modified to formally allow the public to donate funds for tree planting and that this practice is of benefit to the City, the donating individual and the community at large. Attached is a proposed draft of the revised Tree Preservation Policy, No. 315, shown in red line format with all changes identified. The Policy has also been revised to make some technical updates to the implementation of the Policy to match current practices and to add a section entitled "Tree Donations." With this amended Policy, donations from members of the public would be accepted for tree planting. No markings or plaques are proposed to be allowed at the location of the planted tree.

FISCAL IMPACT:

The cost for the planting of one 15-gallon tree will be set at $100. This fee covers the City's direct cost for the purchase and planting of the tree and the City's administrative work associated with the donation and tree planting.

ATTACHMENTS:

- Amended Policy No. 315, Tree Preservation

CITY OF LAGUNA HILLS

CITY COUNCIL POLICY
SUBJECT: TREE PRESERVATION
POLICY NO. 315

Effective Date: *February 24, 1998*
Last Revision: ~~*February 24, 1998*~~*May 27, 2014*

PURPOSE:

To establish guidelines for public tree preservation, tree trimming, tree planting and tree removal practices.

BACKGROUND:

Trees are an important asset in the community and their preservation is a goal of the City's General Plan. Maintenance of public trees is performed for the health of the tree, enjoyment of the residents, and for wildlife benefits. As existing trees reach a mature age, the City receives increasing requests for tree trimming and tree removal. This policy is provided to clarify the conditions which the City will utilize to evaluate such requests~~.~~ and establishes procedures to accept donations for tree planting.

The City of Laguna Hills has an estimated ~~5,000~~13,000 public trees located in its parks and open spaces and along the public streets. Unfortunately, some poor choices were made in the past as to the selection of tree types, locations of planting and maintenance practices, particularly in narrow residential parkway areas. Many tree species have grown or will grow too large for their settings. The root systems of some trees have caused sidewalks, curbs, and gutters to become damaged or infringed upon private properties. Other species have not thrived well in their Laguna Hills environment and are not healthy specimens.

As a result of these tree growth problems and normal tree maintenance practices, the City's Public ~~Works~~ Services Department has prepared the Tree Preservation Policy to provide guidance to mitigate the problems and expenses to the community caused by trees while preserving as many trees as possible.

POLICY:

Authorized Tree Trimming:

Laguna Hills is currently on a ~~three~~ four to five year tree trimming cycle. Trees are pruned for the following reasons: (1) health maintenance, structural form and safety; (2) to provide vertical clearances in the public right-of-way (trees are raised to 9 feet over sidewalks and 16 feet over streets) for pedestrians and

vehicles, and (3) to address trees which become larger than is desirable or safe for given site constraints.

Tree trimming involves thinning and raising branches. Thinning out can reduce the height and spread of a tree while retaining its natural shape and is the practice preferred rather than topping. Topping adversely impacts tree structure. Trees will not be topped. Trees will not be trimmed solely for the benefit of views or for litter control.

The appropriate time to fully trim a tree will depend on the type of tree, its condition, and the results desired. Light pruning can be done any time. Broken, dead, weak, or individual branches can be removed with little or no effect on a tree, no matter what time of the year. Generally, however, tree trimming will be scheduled in the Fall/Winter/Spring months.

No person, other than the City, is authorized to trim public trees without an appropriate permit. A tree trimming permit may be issued for the trimming or thinning of a tree only in accordance with guidelines established by the City. If a permit is issued and granted for a private entity to trim a tree, the permit shall be available on-site at all times during trimming activity.

Authorized Tree Removal

Upon request, and for the criteria described below, public trees will be inspected and authorized for removal:

1. Tree is deemed hazardous, diseased and/or declining.
2. Tree is damaging the sidewalk, curb or gutter, and is not receptive to preventative root pruning.
3. The tree and/or its roots are a threat to private property.
4. Trees in conflict with overhead utility lines.

No person, other than the City, is authorized to remove public trees without a permit. Trees will not be removed solely for view enhancement. Tree removal includes stump and root removals in a manner meeting the approval of the City.

For the preservation of these assets, a resident requesting removal of a street tree, that has been justified for removal by the City, will be requested to donate and plant another tree in its place. The size, species type, and location will be specified by the Director of Public ~~Works~~ Services or his designee. If the resident will not replace the tree, the City will do so provided the tree is

determined by the Director of Public ~~Works~~ Services to enhance the tree preservation goals.

Unauthorized Tree Removal or Trimming

Any person identified as having removed or trimmed a tree, so as to cause damage to the tree will be responsible for the full cost of replacement of the tree.

Street Tree List

The following list of tree species shall be used by the Director of Public Works or his designee when selecting a replacement tree for street parkways.

Species for 2-3 Foot Parkways, or 2'X2' Cut-Outs
Expected root flair diameter 1' to 1.5 ft. at 40 years

- Lagerstoemia indica "fauriei" (mildew resistant)
  - Crape Myrtle
- Tristania laurina
  - Brisbane Box
- Pyrus calleryana "Aristocrat"
  - Aristocrat Pear
- Cercis occidentialis
  - Western Redbud

Species for 3-5 Foot Parkways, or 4'X4' Cut-Outs
Expected root flair diameter 1.5' to 2 ft. at 40 years

- Pyrus calleryana "Bradford"
  Bradford Pear
- Archontophoenix cunninghamiana
  Queen Palm
- Metrosideros excelsus
  New Zealand Christmas Tree
- Pistachia chinensis
  Chinese Pistache
- Hymenosporum flavum
  ~~———~~Sweetshade
- Geijera parviflora
  Australian Willow

- Eriobotrya deflexa
  Bronze Loquat

Species for 5-6' Ft. Parkways or 5'X5' Cut-Outs
Expected root flair diameter 2' to 4 ft. at 40 years

- Melaleuca uuinquenervia
  Paperbark; cajeput tree
- Geijera parviflora
  Australian Willow
- Ulmus parvifolia
  Chinese Elm
- Jacaranda acutifolia
  Jacaranda
- Brachychiton populneus
  Bottle Tree
- Ginkgo biloba (grafted male only)
  Ginkgo
- Bauhinia variegata
  Purple Orchid Tree
- Pinus eldarica
  Mondale Pine
- Tabebuia impetiginosa
  Pink Trumpet Tree

Tree Donations

Members of the public are encouraged to donate funding for tree planting to enhance the Citywide tree stock and improve the community. Donations will be accepted on the following basis:

1. Only 15 gallon trees will be planted.
2. The donating individual may request the location of the tree planting but the City shall select the final planting location.
3. The donating individual may request a particular tree species for planting but the City shall select the tree species which best fits the area tree palette, City maintenance obligations and availability of irrigation systems.
4. The tree planting will occur during normal business hours and the donating individual will be invited to attend the tree planting.

5. The fee donation shall be initially set at $100 per tree donated. The City Manager may adjust this fee as deemed necessary to equal the City's costs.
6. The City shall maintain the tree.
7. A letter of acknowledgement of the donation shall be issued to the donating individual.
8. No marker or placque shall be installed at any tree donation location.

~~**ATTACHMENTS**~~

- ~~**None**~~

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH UTILITY COST MANAGEMENT LLC TO PERFORM A UTILITY BILLING AUDIT.

SUMMARY:

Utility rate structures and regulations on electricity, gas, and water are complex, voluminous, and ever-changing, which creates a challenge to service providers in the proper application of these regulations to their vast and diverse consumer base. With millions of customers, each with its unique usage characteristics, billing errors are common. Given that staff does not have the expertise to audit the application of these complex regulations, tariffs, and rate structures, staff is proposing to contract, on a contingent fee basis, for an audit of its utility bills with Utility Cost Management LLC (UCM). Their objective will be to identify and obtain all refunds and ongoing savings opportunities on the City's gas, electric and water bills, and to identify and measure those savings over the term of the contract. This will be the first such audit for the City.

BACKGROUND:

UCM has audited utility bills since 1991, working with school districts, colleges and universities. Since 1997, UCM has worked with some 80 cities and 5 departments of the State of California. Through these projects, UCM has represented its customers before the California Public Utilities Commission (CPUC) and testified on utility related issues in California Superior Court, which resulted in changes to rates and policies. UCM has also served the CPUC in investigating and reporting the billing practices of an electric service provider.

Rate structures, tariffs, and regulations on electricity, gas, and water are complex, voluminous, and ever-changing. Utility providers are challenged with the application of these regulations to their vast and diverse consumer base. As a result, billing errors are common. Given that staff does not have the expertise to audit the application of these complex regulation tariffs and rate structures, staff is proposing to contract for an audit of its utility bills with UCM. Their objective will be to identify and obtain all refunds and ongoing savings opportunities on the City's gas, electric and water accounts, and to identify and measure those savings over the term of the contract.

Minimal City staff time is required. UCM will gather the historical billing information on the utility accounts from City records and will also obtain access to billing data directly from the utility provider. UCM will analyze the data, in light of applicable tariffs, statutes, and CPUC decisions, to determine if the billing is appropriate. The analysis will also include the accuracy of billing calculations, applicable rate schedules, metering of service, optional rates, taxes and surcharges, baseline and lifeline allowances, meter multipliers and applicability of all rules affecting billing. In acquiring an understanding of the City's usage characteristics, UCM can gain insight into potential future usage scenarios, which may result in recommended rate changes in how the usage is billed by the utility service provider. UCM will submit a Finding Report to the City summarizing the findings of its review. They will also complete all the necessary work to implement the authorized changes and collect on refunds for past overcharges.

FISCAL IMPACT:

The conditional fee for service is payable only if there is a favorable result obtained. The proposed contingent fee is 50% of the amounts actually refunded or credited to the City as a result of the audit, plus 50% of future savings that are actually realized during a three-year period if the savings opportunity was identified in the Finding Report, limited to a total maximum contract amount not exceed $150,000. The proposed fee structure should provide enough incentive for UCM to identify major savings on the City's behalf, while still providing the City a net savings in its utility usage charges with no added expense.

Actual documented savings of other government agencies and educational institutions achieved by UCM have been substantial. As a result of UCM's recent audit work, the City of Mission Viejo has reported savings of more than $25,000 per year and the City of Laguna Niguel has received over $50,000 in refunds and savings.

ATTACHMENTS:

- Consulting Services Agreement with Utility Cost Management LLC

CONSULTING SERVICES AGREEMENT
Utility Cost Management LLC
(*Utility Billing Audit Services*)

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made, entered into, and effective this 27th day of May 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), and UTILITY COST MANAGEMENT LLC, a California limited liability company ("Consultant").

RECITALS

A. City requires the services of a qualified firm to provide professional utility billing audit services to City ("Project").

B. Consultant has submitted to City a proposal, dated May 13, 2014, to provide professional utility billing audit services to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain the professional services of Consultant for the Project.

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

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide professional utility billing audit services to City as described and as set forth in the Scope of Services/Work, dated May 13, 2014, attached to this Agreement as **Exhibit "A"** and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant represents and warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

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

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

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

2. TIME FOR COMPLETION.

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

3. COMPENSATION OF CONSULTANT

3.1 **Compensation of Consultant**. For the services rendered pursuant to this Agreement, Consultant shall be compensated, on a contingency basis and reimbursed in accordance with the schedule of compensation set forth in **Exhibit "A"; however, the total maximum contract amount shall not exceed One Hundred Fifty Thousand Dollars ($150,000.00).**

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

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

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

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

4. PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of three years, commencing on May 27, 2014, and ending on May 27, 2017, unless extended by mutual written agreement of the parties. However, after May 27, 2017, City will remain obligated to pay Consultant, pursuant to Exhibit "A" of this Agreement, for any refunds, credits, or Future Savings that were identified in Consultant Findings Letter and that are thereafter obtained by City.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: **Michael Kerkorian, Managing Member**. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

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

5.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of services and work performed by Consultant under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

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

Name:	Title:
Michael Kerkorian	Managing Member
Dara Kerkorian	Auditor
Chris Wiehl	Marketing Director and Field Analyst
Greg Normart	Marketing and Sales
Beth Rogers	Accounts Receivable, Administrative Support

6. INSURANCE AND INDEMNIFICATION

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

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

A. Comprehensive general liability and personal injury with limits of at least one million dollars ($1,000,000.00) per occurrence, two million dollars ($2,000,000.00) in the general aggregate, and one million dollars ($1,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language;

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

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

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees,

agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

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

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

6.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. RECORDS AND REPORTS

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

7.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must

be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. After termination, City will remain obligated to pay Consultant, pursuant to Exhibit "A" of this Agreement, for any refunds, credits, or Future Savings that were identified in the Findings Letter and that are thereafter obtained by City. Consultant may continue to obtain and review City's utility billing and other information following termination in order to periodically verify whether City has obtained a refund, credit, or Future Savings that was identified in the Findings Letter.

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

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

To Consultant:

Utility Cost Management, LLC
c/o Michael Kerkorian, Managing Member
6475 N. Palm Avenue, Suite 105
Fresno, CA 93711

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

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

10.4 **Severability**. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS, a California municipal corporation

Date:_____ By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

ATTEST

By: _____
Peggy J. Johns,
City Clerk

"CONSULTANT"
UTILITY COST MANAGEMENT, LLC, a California limited liability company

Date: _____ By : _____
Michael Kerkorian,
Managing Member

EXHIBIT "A"

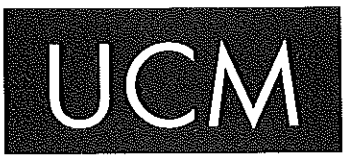
CONSULTANT'S
SCOPE OF SERVICES/WORK
Dated: May 13, 2014

Including,

Schedule of Fees

And

Schedule of Performance



UTILITY COST MANAGEMENT LLC
www.utilitycostmanagement.com

Proposal for
Utility Billing Audit Services
for the
City of Laguna Hills
by
Utility Cost Management LLC

May 13, 2014

5/27/2014 ITEM NO. 3.9

A. Resume / Corporate Information

When UCM opened for business in 1991, it started by reviewing bills for a variety of small retail establishments. In the early 1990's, the business grew gradually, working with mid-sized commercial customers, such as shopping centers, real estate companies, office buildings, and multifamily housing providers.

By 1995, the firm began attracting the attention of school districts, colleges, and universities. UCM eventually analyzed the bills for hundreds of educational sites that serve more than one million California students, including the University of California, Berkeley.

UCM's work for public educational institutions lead to its involvement in the State of California's Utility Bill Auditing Program in 1997. In a statewide search for capable utility auditing firms conducted by the California Department of General Services, UCM received the highest point total of any bidder. This project proved to be a milestone in UCM's development for two reasons. First, the sheer size of the project established UCM as capable of handling even the largest, most geographically diverse clients. Second, the project enhanced a long relationship with public entities that continues to this day.

Since 1997, UCM's public entity clients have included approximately 80 cities, 20 community service districts, 40 water districts and agencies, 12 recreation and park districts, 1 county, 5 departments of the State of California (Department of Corrections, Department of Consumer Affairs, Military Department, Department of General Services, State Lottery Commission), and 20 school and college districts.

The scope of services provided by UCM for all of these past public entity clients is the same scope of services we are proposing to provide to the City, as described further below.

1. Objective

UCM's objective on this project will be to identify and obtain all refunds and ongoing savings opportunities on the city's gas, electric and water accounts, and to measure and verify those savings over the life of the contract. Furthermore, we aim to accomplish this objective without imposing significant demands on city staff.

2. Scope of Work and Services

Fact-finding: UCM gathers and organizes historical billing information on the utility accounts serving client property.

The simplest and most effective way to complete the fact-finding stage begins with clients providing one copy of each utility bill. From there, UCM utilizes a "Customer Information Release Form" authorizing utility providers to release historical billing data directly to UCM. This form is required by the utilities in accordance with CPUC directives. By utilizing this

Customer Information Release Form, we avoid the need for significant involvement by client personnel in performing most of our fact-finding work.

If a client cannot provide one copy of each utility bill, it is possible for UCM to rely solely on the release form to complete its fact-finding efforts. However, if we adopt this approach, we require a list of the utility account numbers serving each facility.

Another option, if we are given access to files containing past utility bills, is for UCM to gather necessary information directly from the client's files. No client personnel are needed to assist with this effort. In this situation, the release form mentioned above is used to supplement information gathered.

Site Reviews: If necessary, UCM visits client locations to gather additional information. These site visits are sometimes helpful in verifying billing practices, metering configurations, or areas served by different accounts. Other than authorizing and providing physical access to the site under review, there is typically no involvement required from city staff on site reviews.

Analysis: UCM analyzes the data accumulated in light of applicable tariffs, statutes, and CPUC decisions. All utility accounts are reviewed to determine whether they are being billed appropriately, and whether they have been billed appropriately in the past. UCM's analysis includes, but is not limited to, the investigation of billing calculations, inapplicable rate schedules, proper metering of services, optional rates, applicability of taxes and surcharges, baseline and lifeline allowance calculations, meter multipliers, and the applicability of all rules and regulations affecting billing.

UCM uses a proprietary software program that we developed to compare the financial impact of the myriad rate choices under various scenarios of future usage characteristics. Historical billing data is normally the starting point for estimating expected future usage characteristics. However, we believe that obtaining an understanding of *how and why* a customer uses gas, electricity, or water at any particular facility gives us additional insight into potential future usage scenarios, which in turn may affect our rate recommendations.

We believe that UCM's analysis of the utility rates and tariffs is unique in that we do more than just compare potential rate options. Instead, we review the rates and tariffs in-depth, looking for areas where the utilities may be misapplying them. During the course of an audit we may come across a tariff provision that is new, different or unusual. This might lead us to conduct research into the background, purpose and intent behind the tariff provision to aid in our understanding of how it was meant to be applied in practice. This research may entail investigating the legislative history, enabling statutes, CPUC decisions and resolutions, utility advice letters, and other documentation related to the tariff provision. Furthermore, customers are often surprised to learn that tariffs are not always clear and unambiguous. In fact, over the years we have found that ambiguities often exist in the tariff language. Utilities often apply these ambiguities in their own favor, even though CPUC decisions clearly state that tariff ambiguities should be interpreted in

favor of *the customer*. We make a point of spotting these tariff ambiguities and ensuring that they are applied in favor of our clients.

During the analysis phase, questions about specific accounts sometimes arise. The most common questions concern what facilities are served by a particular account and whether the client has any reason to expect future usage characteristics on the account to vary dramatically from past usage characteristics. Questions and responses are normally handled via email, and require an insignificant amount of time from the client.

Report Submission: UCM submits a Findings Report summarizing the findings of its review. The report contains an explanation of the grounds for all refund and savings opportunities identified for each utility account, including calculations of the estimated savings and refunds expected to be achieved. When necessary, UCM prepares all forms required to initiate changes to utility accounts. If unresolved issues remain after the initial report submission, UCM keeps clients apprised of new developments.

Implementation of Changes/Recovery of Refunds: UCM takes all necessary steps to implement recommended changes and collect refunds for past overcharges. This work includes preparing documentation supporting UCM's requests and meeting with utility company personnel to discuss each request. UCM also negotiates with utility authorities to ensure that refund calculations are acceptable and are paid in a timely manner. Once a rate change or a refund has been approved, we notify the clients of this development. If UCM believes a utility provider has unfairly denied any request on behalf of a client, we may, with the client's permission, appeal the utility's decision to the CPUC.

No involvement from city staff is required for the implementation of rate changes and refund requests, except that the city must authorize UCM to make the rate changes or refund requests that are described in the Findings Report.

The scope of UCM's work for its clients (including all of its past public entity clients) has always included not just *requesting* rate changes or refunds for the client, but also actually *obtaining* them. In other words, we submit requests for rate changes as well as any refund requests; we work closely and collegially with the utility personnel to obtain the requested rate change or refund from the utility voluntarily; and if the utility denies the rate change or refund request, then we may, with the client's permission, pursue the requests at the CPUC.

Ongoing Consultation, Measurement & Verification, and Invoicing: Because utility rates and regulations are constantly changing, UCM continues to advise clients of new savings opportunities that arise after our initial review, for as long as we share in the savings under the terms of the agreement. Similarly, clients' utility usage characteristics often change over time. We continue to monitor client utility usage characteristics during the contract term and may recommend new savings opportunities that arise from these changes.

During the period of shared savings, UCM sends invoices every three months that set forth UCM's measurement and verification of the client's savings. This measurement and verification uses the client's actual billing inputs during the period covered by the invoice. Based on these actual billing inputs, we calculate the amount the client would have paid if they had remained on their old rate schedule. We then subtract from this the amount the client actually paid on their newly-assigned rate. The difference is the amount saved by the client during the three-month invoice period.

Since UCM obtains billing input data directly from the utility provider, no involvement from city staff is required for invoicing and measurement and verification of savings.

3. Work Product

The written work product from the above tasks will be as follows.

Findings Report: The Findings Report states the expected amount of any refunds and ongoing savings identified. For identified refunds, the Findings Report describes the justification for the refunds by making reference to supporting tariffs, statutes or CPUC decisions. For identified ongoing savings, the Findings Report recommends the specific rate schedule or rate option the city should switch to, the tariff justification for making the switch, and the estimated ongoing savings that will result from the switch. UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. UCM will send one or more "Findings Reports" to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM may, from time to time, supplement or amend the Findings Report.

Invoices: Since our fee is calculated based on the savings achieved, we believe it is critical to verify that savings have actually been achieved and to provide the client with detailed *support for how we calculated those savings*. This support is contained in the invoices we send to clients every three months. We calculate savings as the difference between the amount the client actually paid on the newly-assigned rate schedule during the invoice period (three months) and the amount they would have paid on the old rate schedule during the same period. Determining what the client "would have paid" on the old rate schedule requires that we apply the client's actual billing inputs (including usage, demand, time-of-use shares, connected load, taxes, surcharges etc.) during the invoice period to the old rate schedule. UCM's proprietary invoicing software makes this calculation simple and accurate, and allows for a very detailed, but easy-to-read, presentation of these calculations on the invoice itself.

4. Meetings

We are more than happy to meet with city personnel, at the city's request, at any time and for any reason. However, such meetings are typically not required for UCM to perform its services. Therefore, we do not anticipate the need for meetings in the course of providing our services unless the city wants them. We would, of course, provide regular email and/or phone updates to

city personnel to keep them apprised of our progress on the project and to address any specific issues as they arise.

5. Release of Claims Against UCM

Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in identifying or obtaining any refunds, credits, or Future Savings on Client's Utility Accounts. Client hereby covenants not to bring any action for damages against UCM that is based upon or relates to any failure by UCM to identify or obtain refunds, credits, or Future Savings to which Client was or is entitled.

6. Venue

Venue in any legal action arising from or related to this agreement will be Orange County, California

B. Education / Experience / Qualifications

The UCM staff assigned to this project will be Michael Kerkorian, Dara Kerkorian, Chris Wiehl, and Beth Rogers.

Michael Kerkorian

Specific tasks assigned: Overall project management, auditor support, invoice/measurement and verification support, tariff analysis and research

Job classification: Managing Member of UCM

Academic degrees and professional registrations: Bachelor of Science, (Stanford University 1988); Member of the Association of Energy Engineers and is a Certified Energy Auditor (CEA).

Number of years of utility audit experience: 22 years

In 1991, Michael Kerkorian founded Utility Cost Management LLC (UCM). Today, Michael serves as UCM's Managing Member and is responsible for the firm's efforts to reduce clients' costs through the informed application of utility rates and regulations. While he has continued to work in all facets of UCM's business, he has developed a special expertise in electricity rate and tariff issues.

Michael has analyzed utility charges for thousands of facilities across the United States. He has successfully argued numerous rate and tariff issues on behalf of clients, and has directly supervised the payment of more than $50 million dollars in utility refunds. He has been responsible for initiating rate changes to utility accounts that have reduced clients' ongoing costs by more than $100 million.

Michael has testified before the California Public Utilities Commission (CPUC) more than a dozen times, and has also testified on utility-related issues in California Superior Court. He has represented various parties in the CPUC's "General Rate Case" process, requiring him to analyze utility company costs to evaluate requested utility rate increases. In 2000, Michael also led a team that was selected by the CPUC to investigate, and report on, the billing practices of an electric service provider with 100,000 customers.

Michael has initiated and been involved in many CPUC and Superior Court proceedings that have resulted in important changes to rates and policies affecting California's agricultural, multifamily, low-income, governmental, and commercial customers. These changes frequently have had far-reaching impacts benefitting thousands of utility customers. He has authored articles and given seminars on utility rate reductions for various organizations, including the Institute of Real Estate Managers, the Association of Housing Management Agents, the Western Growers Association, the California Special Districts Association, and the California Municipal Revenue & Tax Association.

Before founding Utility Cost Management, Michael served as a Senior Consultant in the San Francisco office of Peterson Consulting, where he worked primarily in the area of forensic accounting in a litigation support role. His assignments included dealings with the firm's largest client, Pacific Gas & Electric Company.

Dara Kerkorian

Specific tasks assigned: Lead auditor, invoice/measurement and verification support

Job classification: Auditor

Academic degrees and professional registrations: Bachelor of Arts (Stanford University 1984); M.S. in Social Welfare (Columbia University 1992); Ph.D. in Social Welfare (Columbia University 2003).

Number of years of utility audit experience: 7 years experience

Dara Kerkorian joined UCM in 2006 and has played a key role in all facets of the organization: auditing, tariff analysis and regulatory research, and advocacy before the CPUC. As lead auditor, she has performed and overseen the completion of hundreds of utility audits for UCM clients served by SCE and SCG. Her audits of cities within the past three years include Walnut Creek, Redondo Beach, Hermosa Beach, Vista, and Rohnert Park. Currently, she is in the process of completing audits for two cities served by both SCE and SCG: Montclair and Laguna Niguel. While her knowledge of the tariffs of California's four major utilities (i.e. PG&E, SCE, SCG, and SDG&E) is extensive, she is also has undertaken numerous research projects involving regulatory cases and CPUC decisions related to policy and rate structure of California electric, gas, and water utilities. Her tariff analysis and research has resulted in her playing a key role in UCM's advocacy work before the CPUC. This work resulted in the clarification of tariff language and/or changes in the structure and application of specific rate schedules. One of these cases, taken to the CPUC on behalf of the Pleasant Valley Park and Recreation District, succeeded in modifying eligibility criteria for one of SCE's rates and saving the park district thousands of dollars.

Chris Wiehl

Specific tasks assigned: Field surveys

Job classification: Marketing Director & Field Analyst

Academic degrees and professional registrations: Bachelor of Arts (University of California, Los Angeles 1989); Certified PG&E Energy Efficiency Specialist.

Chris Wiehl joined UCM in 1998, just after the firm was selected by the State to provide utility bill auditing services to public entities throughout California. Chris' first assignment with UCM was to lead the marketing and administrative efforts under the state project. Under his guidance,

UCM eventually worked with more than 100 public entities, and the state extended the project for an additional three years. Over the years, Chris has continued to play an important role in UCM's marketing and customer service efforts.

Prior to joining UCM, Chris was a manager with Richard Heath & Associates, a firm that administers programs for California's public utilities, among others. One of his main assignments with RHA was to manage PG&E's "Energy Partners" program.

Beth Rogers

Specific tasks assigned: Invoicing, measurement and verification of savings, collection of billing data, implementation of rate changes and refund requests

Job classification: Accounts Receivable, Administrative Support

Number of years of utility audit experience: 8 years experience

Beth joined UCM in 2000. Initially, her primary tasks involved supporting UCM's efforts in CPUC proceedings, and performing various administrative and research tasks. For the past 8 years, she has been in charge three areas that are critical to a well-conducted audit: (1) collection and organization of billing data, (2) implementation of rate changes and refund requests to utility providers, and (3) invoicing and measurement and verification. Over the years, Beth has developed sound working relationships with her counterparts at the utility providers, which helps her in deftly navigating the utility organizations to quickly and efficiently procure billing data and obtain utilities' approval of requested rate changes and refunds.

C. References

Public Entities Audited: Since 1997, UCM's public entity clients have included approximately 70 cities, 20 community service districts, 40 water districts and agencies, 12 recreation and park districts, 1 county, 5 departments of the State of California (Department of Corrections, Department of Consumer Affairs, Military Department, Department of General Services), 20 school and college districts, and the State Lottery Commission.

The following is a partial list of some of UCM's public entity clients.

Metropolitan Water District of So. Cal.
South Coast Water District
Castaic Lake Water Agency
Olivehain Municipal Water District
Nipomo Community Services District
Pebble Beach Community Services Dist.
Goleta Sanitary District
Hi-Desert Water District
Fallbrook Public Utilities District
Lamont Public Utilities District
Laton Community Services District
Pleasant Valley Rec. & Park District
West County Wastewater District
Costa Mesa Sanitary District
San Mateo County Harbor District
Livermore Area Rec. & Park District
Western Municipal Water District
State of California, Dept. of Corrections
State of California, Dept. of Consumer Affairs
State of California, Dept. of Health Services
State of California, Dept. of General Services
California Public Utilities Commission
California Lottery Commission
California Military Dept. / National Guard
County of San Luis Obispo
University of California, Berkeley
Peralta Community College District
Contra Costa Community College District
Kern Community College District
Berkeley Unified School District
Hayward Unified School District
Chico Area Recreation & Park District
Rubidoux Community Services District
Valley-Wide Recreation & Park District

Cities Audited: The following is a partial list of the California cities that UCM has audited since 1997. Cities marked with an asterisk (*) indicate that they were completed within the past three years.

City of Adelanto
City of Apple Valley
City of Baldwin Park *
City of Barstow
City of Bellflower
City of Bell Gardens
City of Buena Park *
City of Calabasas *
City of California City *
City of Canyon Lake
City of Chino Hills *
City of Claremont *
City of Costa Mesa
City of Highland
City of Huntington Park
City of Inglewood
City of La Habra *
City of Laguna Beach *
City of Laguna Niguel *
City of Lynwood
City of McFarland *
City of Mission Viejo *
City Of Montclair *
City of Monterey Park
City of Moorpark *
City of Moreno Valley
City of South Gate
City of Stanton
City of Susanville
City of Tehachapi
City of Twenty-Nine Palms *
City of Upland *
City of Visalia *
City of Vista *
City of Lakewood

City of Covina *	City of Newport Beach *
City of Cudahy *	City of Norwalk
City of Culver City	City of Orange
City of Desert Hot Springs*	City of Oxnard
City of Downey	City of Palmdale
City of Duarte	City of Paramount
City of El Monte *	City of Paso Robles
City of El Segundo *	City of Port Hueneme *
City of Encinitas *	City of Rancho Mirage *
City of Escondido	City of Redondo Beach *
City of Exeter *	City of Rialto
City of Fountain Valley *	City of Rohnert Park *
City of Gardena	City of San Gabriel *
City of Hawthorne *	City of San Marino *
City of Hercules	City of Santa Barbara
City of Hesperia	City of Santee *

1. References

The following are references of Southern California cities for whom UCM provided utility bill auditing services within the past three years.

City of Laguna Niguel

Project Title and Location: Utility Bill Auditing

Nature of Responsibilities: Identify refund and savings opportunities on the city's electricity and gas accounts, report refund and savings opportunities, obtain refunds and savings for city, invoice based on percentage of refund and ongoing savings.

Total Contract Amount: $48,000 (Invoiced to Date)

Type of services included in contract: Electricity and gas

Owner/user name, address, phone number of contact: Stephen Erlandson, Director of Finance, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677, Tel: 949/ 362-4300

Projected and actual start date and end date of project: February 2013 – October 2016

Total savings identified: $150,000 per year

City of Mission Viejo

Project Title and Location: Utility Bill Auditing

Nature of Responsibilities: Identify refund and savings opportunities on the city's electricity and gas accounts, report refund and savings opportunities, obtain refunds and savings for city, invoice based on percentage of refund and ongoing savings.

Total Contract Amount: $38,000 (Invoiced to Date)

Type of services included in contract: Electricity and gas

Owner/user name, address, phone number of contact: Cheryl Dyas, Director of Administrative Services, 200 Civic Center, Mission Viejo, CA 92691, Tel: 949/ 470-3059

Projected and actual start date and end date of project: February 2010 – December 2014

Total savings identified: $25,000 per year

City of Fountain Valley

Project Title and Location: Utility Bill Auditing

Nature of Responsibilities: Identify refund and savings opportunities on the city's electricity and gas accounts, report refund and savings opportunities, obtain refunds and savings for city, invoice based on percentage of refund and ongoing savings.

Total Contract Amount: $106,000 (Invoiced to Date)

Type of services included in contract: Electricity and gas

Owner/user name, address, phone number of contact: Sherri Holman, Finance Director, 10200 Slater Avenue, Fountain Valley, CA 92708, Tel: 714/ 593-4400

Projected and actual start date and end date of project: May 2009 – December 2012

Total savings identified: $63,000 per year

D. Schedule of Compensation

UCM is proposing the following fee structure.

Refunds or Credits. If Client receives a refund or credit that was identified in the Findings Letter, then Client will pay to UCM **50%** of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by Client prior to the date that the overcharges no longer appeared on the Client's utility bill. Payment of UCM's **50%** compensation is due within 30 days of the date UCM mails an invoice to Client.

Future Savings. If Client obtains Future Savings that were identified in the Findings Letter, then Client will pay UCM **50%** of such Future Savings that accrue during a Three-Year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-Year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-Year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-Year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will submit invoices periodically to Client for payment based on the Future Savings as they accrue. The invoices will verify (a) that Future Savings have actually been realized by Client, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 30 days of the date the invoices are mailed to Client. The compensation under this subparagraph will not include compensation for Future Savings that are: (a) the result of a reduction in the amount of utility usage by Client, or (b) the result of Client's utilization of a different utility supplier that provides lower cost utility service.

Client is not obligated to pay UCM pursuant to this paragraph for any refund, credit or Future Savings received by Client for which Client had submitted to the utility provider a written claim prior to the date of UCM's Findings Letter. However, Client is obligated to pay UCM pursuant to this paragraph whether or not Client knew of the basis for the refund, credit or Future Savings prior to the date of UCM's Findings Letter, and whether or not Client's receipt of the refund, credit or Future Savings was the result of steps taken by UCM or others, including attorneys.

Late Payment Penalty. If payment of any invoice is not received by UCM within 30 days of the date the invoice was mailed, then interest on the amount owing will accrue, beginning on the 31st day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis). In addition, if any payment is not received by UCM within 60 days of the date the invoice was mailed to Client, then a fee equal to 5% of the amount owing (including any accrued interest) will be imposed on the 61st day after the invoice was mailed. Interest will continue to accrue at 1% per month (prorated on a daily basis) on the entire amount due until paid in full.

E. Schedule of Performance

We estimate the following timeline for this project.

Time from contract signing…	Task to be completed…
1 week	1. UCM obtains copies of one months' gas, electricity and water bills.
2 weeks	2. UCM conducts initial analysis of all bills.
4 weeks	3. UCM obtains historical billing records from utility provider for those accounts that require historical analysis.
6 weeks	4. Site visits, if any, are completed.
8 weeks	5. UCM sends Findings Report to City.
9 weeks	6. UCM obtains City's approval to pursue recommend rate changes or refund requests.
12 weeks	7. UCM obtains utility provider's approval of rate changes or refunds identified in the Findings Report.
16 weeks	8. Utility rate changes are implemented *and reflected on City's utility bills.*
30 weeks	9. UCM sends first invoice to City covering prior three months of savings. Under the fee proposal submitted herein, invoices would continue to be sent every three months for three years.
173weeks	10. Final invoice sent to City. UCM's ongoing monitoring of rates ceases.

UTILITY COST MANAGEMENT LLC

By: Chris Wiehl

Signature

Chris Wiehl

Print Name

Marketing Director

Title

5/13/2014

Date

5/27/2014 ITEM NO. 3.9

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE 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 AUTHORIZE ADDITIONAL CONSTRUCTION SUPPORT SERVICES BY RICHARD FISHER ASSOCIATES.

SUMMARY:

Work on the La Paz Open Space Improvements, CIP No. 615A, began on November 18, 2013, and is being performed by Environmental Construction, Inc. Work performed in April includes grading work, installation of posts and signage, trail fencing, trash receptacles and litter bag dispensers, lighting fixtures, soil preparation and irrigation installation. The contractor has submitted the fifth progress payment request for approval. In addition, Richard Fisher Associates has been providing construction support services for the project which, due to changed conditions, requires an additional effort and approval of this work is recommended.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for the project, Environmental Construction, Inc., has submitted the second progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	$	AMOUNT
3	R&R after grading – Mulch	1200	CY	$ 15.00	$ 18,000.00
6	Contour Fine Grading	62325	SF	$ 0.10	$ 6,232.50
9	Protection Posts	3	Sets	$ 1,800.00	$ 5,400.00
15	Lime Treated Soil	855	SF	$ 2.00	$ 1,710.00
17	42” Trail Fencing	180	LF	$ 28.00	$ 5,040.00
18	Rest Stop Enclosure	0.7	LS	$ 21,114.00	$ 14,779.80
19	Sign Post and Installation	1	EA	$ 400.00	$ 400.00
20	Trail Signs / Post Assemblies	27	EA	$ 200.00	$ 5,400.00
21	Dog Litter Bag Dispensers	2	EA	$ 900.00	$ 1,800.00
22	Trash Receptacles	1	EA	$ 475.00	$ 475.00
23	8’ Park Bench & Pad	1	EA	$ 2,020.00	$ 2,020.00
26	Tunnel Lighting Fixtures	1	LS	$ 27,000.00	$ 27,000.00
27	Soil Preparation	88900	SF	$ 0.15	$ 13,335.00
28	Weed Abatement Program	0.6	LS	$ 3,000.00	$ 1,800.00
30	1 Gallon Groundcover	4054	EA	$ 5.00	$ 20,270.00
31	1 Gallon Shrubs	2107	EA	$ 7.00	$ 14,749.00
32	5 Gallon Shrubs	530	EA	$ 18.00	$ 9,540.00
40	Automatic Irrigation System	.14	LS	$239,225.00	$ 33,491.50
46	Fence & Pilasters Monument	0.85	LS	$ 5,588.00	$ 4,749.80

Total To Date	$1,056,828.93	
Less Prior Billing	$ 870,636.33	
Total This Period	$ 186,192.60	$ 186,192.60
Less 5% Retention		$ (9,309.63)
Due		$ 176,882.97

Construction Support Services

As a part of the design Landscape Architect’s work on the project, the firm of Richard Fisher Associates (RFA) has been providing Construction Support Services. The original RFA Construction Support Services compensation was $59,775.00, inclusive of $24,500.00 of atypical services of construction survey and wall monitoring by subconsultants. The RFA net compensation for Construction Support Services was $35,275.00 or 3.3% of the cost of construction. RFA has requested an increase in compensation for Construction Support Services to account for additional survey work, review of additional contractor submittals and additional site inspections in the total amount of $14,055.61. That figure includes $3,615.61 of additional survey support with the RFA net increase being $10,440.00. The direct Construction Support Services cost as a percent of construction is 4.3% (35275 + 10440 / 1073627.85). If all support services are considered, the cost as a percent of construction is

6.9% (59775 + 14055.61/1073627.85). The costs for these services are appropriate for the work provided. Approval of the additional services by RFA is recommended.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the La Paz Open Space Improvements, CIP No. 615A.

5/27/2014 ITEM NO. 3.10

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: APPROVAL OF CITY WIDE ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS DATED JANUARY 2014 AS PREPARED BY HARTZOG & CRABILL, INC. ON FILE WITH THE OFFICE OF THE CITY CLERK.

SUMMARY:

In accordance with the California Vehicle Code and procedures established by the California State Department of Transportation, each jurisdiction is required, every five to seven years, to review its speed limits that are intended to be enforced by the use of electronic devices (radar or laser). The Consulting Traffic Engineers of Hartzog & Crabill, Inc., were retained to perform this work and the attached January 2014 Engineering and Traffic Survey for Speed Limits is presented for City Council approval. There are no recommended changes to existing speed limits. The Traffic Commission, at the meeting of May 21, 2014, approved the document.

BACKGROUND:

The orderly movement of traffic on City streets requires the establishment of reasonable speed limits allowing for the enforcement of vehicular speeds that are deemed unreasonable for the conditions of the roadway. The procedures and regulations governing the establishment of speed limits are found in various sections of the California Vehicle Code and the Manual of Uniform Traffic Controls, California Edition.

The Engineering and Traffic Survey for Speed Limits, dated January 2014, was prepared by the Consulting Traffic Engineers of Hartzog & Crabill, Inc. The document fully describes the regulations and procedures required to be followed in order to establish speed limits, explains and displays all of the extensive data collection effort performed, and describes the analysis that was done to determine the appropriate speed limit for each roadway. A

full and complete copy of the Engineering and Traffic Survey is on file in the office of the City Clerk. The entire document, except for Appendix A, the data tables, is attached.

The data collection effort and analysis of the information by the Traffic Engineer resulted in the conclusion that no current speed limits need to be changed. The speed limits throughout the City are in conformance with regulations and are enforceable as posted.

The Traffic Commission, at the meeting of May 21, 2014, recommended the approval of the Engineering and Traffic Survey dated January 2014 as prepared by Hartzog and Crabill, Inc.

ATTACHMENTS:

- Engineering and Traffic Survey for Speed Limits, January 2014 (not including Appendix A)

ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS

CITY OF LAGUNA HILLS

JANUARY 2014

PREPARED FOR:

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CALIFORNIA 92653

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CERTIFICATION

I, Gerald Stock, do hereby certify that this Engineering and Traffic Survey for the City of Laguna Hills was performed under my supervision and is accurate and complete. I certify that I am both experienced in performing surveys of this type and duly registered in the State of California as a professional Traffic Engineer.

Gerald Stock
RTE # 2049

File: LAGUNA HILLS Radar Rpt 2013-14

CITY OF LAGUNA HILLS
ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS

Introduction

In accordance with procedures established by the State of California, this Engineering and Traffic Survey has been developed for the City of Laguna Hills as the basis for the establishment and enforcement of speed limits for selected streets within the City. The work provided herein was authorized by the City and was performed by the engineering consulting firm of Hartzog & Crabill. The goal of the review was two-fold. The first was to review new roadway segments to determine if speed limit postings should be recommended. The second involved a determination as to whether changes in pre-existing conditions have occurred where older speed limits should be modified.

The requirement to perform Engineering and Traffic surveys for speed limits is based on the California Vehicle Code (CVC). CVC Section 40802 states that at least once every five (5), seven (7) or ten (10) years, States and local agencies should re-evaluate non-statuary speed limits on segments of their roadways. Recent changes to the CA. MUCTD changed the policy and procedure for setting speed limits in California. Engineering and Traffic Surveys must be performed with the use of radar or other approved electronic devices if the use of radar is to be employed to enforce speed limits. If such a survey is not performed within five years (or seven years, or ten years as stated previously) of the date of the preceding survey, then the new data and its use will constitute a speed trap. Hence, evidence using such would not be admissible in court. From the Vehicle Code, a "speed trap" is either of the following:

(a) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(b) A particular section of a highway with a prima facie speed limit provided by this code or by local ordinance under sub-paragraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established pursuant to Section 22354, 22357, 22358, or 22358.3 if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and where enforcement involves the use of radar or other electronic devices that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone.

The definition of a Traffic and Engineering Survey is contained in Section 627 of the Vehicle Code and is as follows:

Engineering and Traffic survey, as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the California Department of Transportation (Caltrans) for use by State and local authorities. An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of the following:

(a) Prevailing speeds as determined by traffic engineering measurements.

(b) Accident records.

(c) Highway, traffic and roadside conditions not readily apparent to the driver.

The California Vehicle code has set certain regulations regarding the posting and enforcement of speed zones. These regulations generally reflect the viewpoint that speed zoning should be based on traffic conditions and natural driver behavior and not because of an arbitrary response to a traffic event or occurrence. Therefore, it is important to have a general understanding of the "Basic Speed Law", "Prima Facie Speed Limits" and "Intermediate Speed Zones".

Basic Speed Law (CVC 22350)

All fifty states base their speed regulations on the Basic Speed Law. In California, CVC 22350 defines the basic speed law as:

"No Person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property."

This law recognizes that driving conditions vary widely from time-to-time and place-to-place and, therefore, no set of fixed driving rules will adequately serve all conditions. The motorist will constantly adjust their driving behavior to fit the conditions encountered, and must learn to do this with a minimum of assistance from the police. The Basic Speed Law is founded on the belief that a majority of motorists are able to modify their driving behavior properly, as long as they are aware of the conditions around them.

Prima Facie Speed Limits (CVC 22352)

All other speed limits are prima facie limits which, "on the face of it", are reasonable and prudent under normal conditions. The opportunity given to the driver to exceed a prima facie speed limit when it is safe to do so recognizes the fact that any posted speed limit cannot adequately reflect the many different conditions of traffic, weather, visibility, etc., that may be found on the same highway at different times.

Certain prima facie limits are automatically established by law (CVC 22352), including a 15 mph limit in alleys, blind intersections, blind railroad crossing, and the 25 mph limit in business and residence districts. There is also a part time 25 mph limit in school zones when children are present in route to or from school.

Business and residence districts are defined in the Vehicle Code as specific areas meeting a specified minimum density of roadside development. CVC Sections 235 and 515 define these regulations. A count of houses or active businesses facing on a highway must be made to determine whether or not a valid business or residence district exists. The law does not require posting these prima facie limits that are readily apparent.

Residence District (CVC 515)

A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

Establishment of Speed Zones

The reason that speed limit areas and their required postings are done is to guard reasonable drivers from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. As with other similar laws, the limits identified are based on the consensus of the majority of those who drive the highway as to what speed is reasonable and safe. It is this type of information that is reflected in the analysis section of this report. Namely, posted speed limits are a reflection of that speed which most people deem to be safe as opposed to a minority of drivers who do not drive in a reasonable manner.

Speed zones are also established to advise of road conditions or hazards that may not be readily apparent to a reasonable driver. For that reason, a field review of related road/traffic variables is conducted which considers the analytical data and accident history of a particular roadway segment to determine a safe and reasonable speed limit.

Data Collection Procedures

Speed evaluation data was collected at 62 different segments on 29 different roadways in the City of Laguna Hills. These areas and the number of segments on each are described as follows:

1. Alameda Ave (1)
2. Alicia Parkway (4)
3. Aliso Hills Drive (2)
4. Avenida De La Carlota (3)
5. Beckenham Street (1)
6. Bridlewood Drive (2)
7. Cabot Road (4)
8. El Toro Road (1)
9. Gallup Circle (1)
10. Gordon Road (1)
11. Greenfield Drive (1)
12. Hon Avenue (1)
13 Indian Hill Lane (1)
14. La Paz Road (5)
15. Laguna Hills Drive (1)
16. Lake Forest Drive (2)
17. Los Alisos Boulevard (1)
18. Louisa Street (1)
19. Mill Creek Drive (1)
20 Moulton Parkway (5)
21. Nellie Gail Road (5)
22. Oso Parkway (4)
23. Paseo De Valencia (6)
24. Rapid Falls Road (1)
25 Ridge Route Drive (2)
26. San Remo Drive (1)
27. Santa Maria Avenue (1)
28. Santa Vittoria Drive (2)
29. Vista Viejo Road (1)

As described in various traffic engineering documents - including information provided by the State of California, the individual locations on which radar data collection procedures were used involved considerations for the following:

a. Stop sign or traffic signal locations;
b. Visibility issues;
c. Traffic flow at intersections, cross-traffic, major driveways, crosswalks, railroad crossings and unusual turning movements;
d. The influence of other traffic factors on the speed of cars: such as on street parking, roadway features, adjacent land uses, and lighting.

Speed Zoning Methodology

The Manual on Uniform Traffic Control Devices, California Supplement (MUTCD CA. Supplement) specifies a "short method of determining speed limits on City and County Through Highways, Arterial and Collector Roads Procedures.

Introduction - This short method of speed zoning is based on the premise that the reasonable speed limit is one that conforms to the actual behavior of the majority of motorists, and that by measuring motorist speeds, one will be able to select a speed limit that is both reasonable and effective. Other factors that need to be considered include, but are not limited to: the most recent three-year collision record, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics, pedestrian traffic in the roadway without sidewalks.

Speed Zone Survey

- Only one person is required for the fieldwork. Speeds can be read directly from a radar speed meter.

- A section of road should be selected with representative operating speeds. If speeds vary on a given road, additional surveys should be conducted. In this case, it may be necessary to establish additional speed zones with different speed limits. The section selected should be straight and should have no traffic signal, stop sign or intersection with a major cross street.

- Speed measurements should be taken during off-peak hours on weekdays. The weather should be fair with no unusual conditions prevailing. It is important that the surveyor and his equipment be so inconspicuous as not to affect traffic speeds. For this reason, an unmarked car is recommended, with the radar speed meter located as inconspicuously as possible. It should be placed so as to be able to survey traffic in both directions, and should not make an angle greater than 15 degrees with the roadway center line.

- It is desirable to have a minimum sample of 100 automobiles in each survey. This may result in excessive survey periods for low-volume roads. Under these conditions, the survey should be conducted for a minimum of two hours, but in no case should the sample for any survey contain less than 50 automobiles.

- The MUTCD with California Supplement states that speed limits are established at or near the 85th percentile speed, which is defined as that speed at or below which 85 percent of the traffic is moving. This speed can be selected directly from the data sheet. However, roadway conditions not readily apparent to the motorist such as vertical or horizontal curves or other roadway conditions that may impact sight distance may result in a further reduction of 5 mph in the recommended speed limit.

- As a check on the validity of the proposed speed limit, an analysis should be made of the three-year accident record for the section of roadway under consideration. If this record shows an abnormally high percentage of accidents normally associated with excessive speeds, the proposed speed limit should be further reduced. This is a judgement situation, and will not usually be a factor,

- Short speed zones of less than half a mile should be avoided, except in transition areas.

- Speed zone changes should be coordinated with changes in roadway conditions or roadway development.

- Speed zoning in 5 mile per hour increments should be avoided if possible. A 10-mile per hour increment is preferable.

- Speed zoning should be coordinated between adjacent jurisdictions.

Local Street Exemptions (CVC 40802)

Many streets are designated as "Local" streets per CVC 40802. These streets are exempt from the radar study. Therefore, the speed limit for these streets does not require an Engineering and Traffic Survey. The code is as follows:

"For the purpose of this section, local streets and roads shall be defined by the latest functional usage and federal aid system maps as submitted to the Federal Highway Administration. When these maps have not been submitted, the following definition shall be used: A local street or road primarily provides access to abutting residential property and shall meet the following three conditions:

1. Roadway width of not more than 40 feet.
2. Not more than one half mile of uninterrupted length.
3. Not more than one traffic lane in each direction.

Other Considerations

Every street should be inspected for unusual traffic, roadway and roadside conditions not readily apparent to a motorist. A check should be made of the adequacy of traffic control devices, roadway alignment, width surface conditions, accident history and any unique traffic hazards that may exist. Any of these conditions may warrant the selection of a speed lower than the 85th percentile speed for speed zoning.

Radar Collection Time-Frames

The hours of radar operation were restricted to off-peak periods (when possible) for heavily traveled streets and to uncongested peak periods on lightly traveled streets. All surveys were conducted in fair weather.

The radar unit was mounted at the top of the front dash of an unmarked vehicle with the meter-reading unit sustained inside the vehicle. The radar unit's calibration was checked periodically using a tuning fork.

The radar operator and assistant recorded the speed meter readings for each location on Radar Speed Survey Field Sheets included in the appendix of this report. A representative sampling of at least 100 vehicles were surveyed in each direction or a cumulative sample of 200 vehicles for both directions where possible. On low volume roads, where a total sample of 200 vehicles would result in an excessive time period, sampling was continued until a representative bell-shaped frequency distribution was attained.

Analysis Factors

Several factors were used as input to our recommendations for speed limits. These include the 85th Percentile, the 10 MPH Pace and others. These are described in detail below.

1. The **CRITICAL SPEED**, or the 85th percentile is defined as that speed at or below which 85 percent of the traffic is moving. From experience, traffic engineers have found that this is one of the most reliable factors in determining appropriate speed limits.

   Hence, the accepted practice, and one that has been used in this case is to set the speed limit at or near the critical speed. This recognizes that other factors could be present where the above may not be appropriate. When this procedure is used, it not only conforms to that required by the State but it also provides a strong base for law enforcement personnel to properly enforce speed limits.

2. The **10 MPH PACE** is that continuous 10 mph incremental range of speeds in which the largest number of recorded vehicles is contained. It is a measure of the dispersion of speeds within the sample surveyed. For this element, the accepted practice to the greatest extent possible, is to try and keep the recommended speed limit within the 10 mph pace after considering the critical speed and any factors requiring a speed lower than the critical speed.

3. The **MEDIAN (MIDDLE) SPEED**, or 50th percentile speed, represents the mid-point value within the range of recorded speeds for a particular roadway location. In other words, 50% of the vehicles travel faster than, and 50% travel slower than the median speeds. This value is another measure of the central tendency of the vehicle speed distribution.

4. The **15th PERCENTILE SPEED** is that speed at or below which 15% of the vehicles are traveling. This value is important in determining the minimum allowable speed limit, given

that the vehicles traveling below this speed tend to obstruct the flow of traffic, thereby increasing the accident potential.

5. **MODAL SPEED**: The modal speed is the speed, which occurs most frequently in the distribution (the most). It serves as another useful measure in verifying the correct recommendation for speed limits.

6. **STANDARD DEVIATION**: This is a mathematical element, which relates to measures of dispersion of data. It is used to assist in describing the center of speed distribution information around the arithmetic mean or the time mean speed. It also is used in the overall review of recommended speed limits and serves to verify the level of confidence of data used in making recommendations.

7. The **MEAN (AVERAGE)** is the sum of the speeds of the samples divided by the number of samples.

The numerical values of the above factors are derived from the speed distribution curves calculated for each survey location. These distribution curves represent a method of graphic analysis that compares the cumulative percentage of vehicles to the speed at which the vehicles are traveling.

Field Review

In addition to the availability of the above statistical data, a significant aspect of speed limit recommendations is based on the field review. Its importance is that existing conditions may warrant a lower speed than is actually indicated by the application of survey data. Examples of the field data collected for the purposes of analyzing related roadway characteristics as they pertain to the determination of appropriate speed limits are listed below:

1. Segment length, width and alignment
2. Level of pedestrian activity
3. Traffic flow characteristics
4. Vertical and/or horizontal curves.
5. Driver sight distance constraints.
6. Adjacent residential/commercial/industrial etc. zoning.
7. Number of lanes and other channelization/striping factors
8. Frequency of intersections, driveways and on street parking;
9. Location of stop signs, traffic signals, and other regulatory traffic control devices;
10. Roadway conditions, bumps and dips;
11. Obstructions to pedestrian visibility;
12. Land use and proximity of schools;
13. Uniformity with existing speed zones to/with adjacent jurisdictions;
14. Any other unusual conditions not readily apparent to the driver.

The results of the field review of related road/traffic variables are summarized on the Engineering and Traffic Survey forms found in the Appendix of this report.

Accident History

The Engineering and Traffic Survey forms summarize the available three-year accident information for the subject streets. The accident information includes the total number of accidents within each street segment and of those accidents, the number that are speed-related. This information was obtained from the California Statewide Integrated Traffic Records System (SWITRS) for the City of Laguna Hills.

The annual accident rate figures represent the number of speed-related accidents divided by years of accident records. The evaluation of accidents is useful as a check on the accuracy of recommended or existing speed limits. Should this review show a high percentage of accidents associated with excessive speeds, then consideration based on professional traffic engineering judgement should be directed toward reducing the posted or recommended speed limit.

Results and Recommendations

The following Summaries: No Speed Limit Changes, New Speed Limit Postings, Speed Limit Increases, Speed Limit Reductions and Summary of Recommendations presents the results of the radar survey for the selected 62 locations. As shown, the Summary of Recommendations chart presents the necessary analysis elements that in addition to the field review of a registered traffic engineer led to the recommendations indicated.

Locations of "No Speed Limit Changes"

The Summary indicates that 60 of the 62 segments studied are recommended for no speed limit changes. The reason centers mostly on the fact that the newly measured values of the 85th percentile and the 10 MPH pace are still within the parameters of the existing speed limits. Additional factors such as the presence of horizontal or vertical curves reducing sight distance form the basis in some instances of our recommendation. Therefore, the current postings should remain as is. At two of these locations, only one direction of travel is posted and is listed for no change in the speed limit. Hence, the other direction should be posted for consistency. These segments noted as "install", as well as the segments recommended for "No Change" are listed below:

Alameda Avenue	
Aliso Hills Dr to La Paz Rd	Remain posted at 25 mph
Alicia Parkway	
South City Limits to Moulton Pkwy	Remain posted at 45 mph
Moulton Pkwy to Paseo De Valencia	Remain posted at 45 mph
Paseo De Valencia to Costeau Dr	Remain posted at 45 mph
Costeau Dr to I-5 Freeway	Remain posted at 40 mph
Aliso Hills Drive	
Alicia Pkwy to Alameda Ave	Remain posted at 35 mph
Alameda Ave to La Paz Rd	Remain posted at 35 mph

Avenida De La Carlota	
Lake Forest Dr to Ridge Route Dr	Remain posted at 45 mph
Ridge Route Dr to Paseo De Valencia	Remain posted at 40 mph
Paseo De Valencia to Los Alisos Bl	Remain posted at 40 mph
Beckenham Street	
Paseo De Valencia to East End	Remain posted at 30 mph
Bridlewood Drive	
Nellie Gail Rd to Oso Pkwy	Remain posted at 25 mph
Oso Pkwy to Laurel Crest	Remain posted at 30 mph
Cabot Road	
La Paz Rd to Paseo De Valencia	Remain posted at 45 mph
Paseo De Valencia to Oso Pkwy	Remain posted at 45 mph
Oso Pkwy to SCL (850' s/o Oso)	Remain posted at 45 mph
Rapid Falls Rd to SCL (800' s/o Rapid Falls)	Remain posted at 45 mph
El Toro Road	
I-5 Fwy to Paseo De Valencia	Remain posted at 35 mph
Gallup Circle	
La Paz Rd to Nellie Gail Rd	Remain posted at 25 mph
Gordon Road	
Moulton Pkwy to East End	Remain posted at 25 mph
Greenfield Drive	
Hidden Trail Dr to Route 73 (SCL)	Remain posted at 30 mph
Hon Avenue	
Julie Ave to Alicia Pkwy	Install 25 mph Southbound
Indian Hill Lane	
Laguna Hills Dr to Moulton Pkwy	Remain posted at 30 mph
La Paz Road	
West City Limits to Moulton Pkwy	Remain posted at 45 mph
Moulton Pkwy to Aliso Hills Dr	Remain posted at 50 mph
Aliso Hills Dr to Paseo De Valencia	Remain posted at 45 mph
Paseo De Valencia to Rickenbacker Rd	Remain posted at 40 mph
Rickenbacker Rd to I-5 Fwy	Remain posted at 35 mph
Laguna Hills Drive	
Moulton Pkwy to Paseo De Valencia	Remain posted at 45 mph

Lake Forest Drive	
Santa Vittoria Dr to Moulton Pkwy	Remain posted at 45 mph
Moulton Pkwy to I-5 Fwy	Remain posted at 40 mph
Los Alisos Boulevard	
I-5 Fwy to Paseo De Valencia	Remain posted at 40 mph
Louisa Street	
Moulton Pkwy to Lupita	Remain posted at 30 mph
Mill Creek Drive	
Lake Forest Dr to Ridge Route Dr	Remain posted at 30 mph
Moulton Parkway	
Lake Forest Dr to El Pacifico	Remain posted at 45 mph
El Pacifico to Santa Maria Ave	Remain posted at 45 mph
North City Limits to Via Lomas	Remain posted at 50 mph
Via Lomas to La Paz Rd	Remain posted at 45 mph
La Paz Rd to I-73	Remain posted at 45 mph
Nellie Gail Road	
Bridlewood Dr to Dapple Grey (N)	Remain posted at 25 mph
Dapple Grey (N) to Oso Pkwy	Remain posted at 30 mph
Oso Pkwy to Hidden Trail Rd	Remain posted at 25 mph
Lost Colt to Moulton Pkwy	Remain posted at 25 mph
Oso Parkway	
West City Limits to Moulton Pkwy	Install 45 mph Eastbound
Moulton Pkwy to Nellie Gail Rd	Remain posted at 50 mph
Nellie Gail Rd to Bridlewood Dr	Remain posted at 50 mph
Bridlewood Dr to I-5 Fwy	Remain posted at 50 mph
Paseo Dr Valencia	
Avendia De La Carlota to El Toro Rd	Remain posted at 35 mph
El Toro Rd to Los Alisos Bl	Remain posted at 40 mph
Los Alisos Bl to Laguna Hills Dr	Remain posted at 45 mph
Laguna Hills Dr to Alicia Pkwy	Remain posted at 45 mph
Alicia Pkwy to La Paz Rd	Remain posted at 45 mph
La Paz Rd to Cabot Rd	Remain posted at 45 mph
Ridge Route Drive	
Avenida De La Carlota to Moulton Pkwy	Remain posted at 45 mph
Moulton Pkwy to Santa Vittoria	Remain posted at 45 mph
San Remo Drive	
Santa Vittoria to Santa Maria Ave	Remain posted at 30 mph

Santa Maria Avenue	
San Remo Dr to Santa Vittoria Dr	Remain posted at 40 mph
Santa Vittoria	
Lake Forest Dr to Ridge Route Dr	Remain posted at 30 mph
Ridge Route Dr to Santa Maria Ave	Remain posed at 30 mph
Vista Viejo	
Devonshire Rd to East City Limits	Remain posted at 30 mph

Support Explanations of "No Speed Limit Changes"

The following are support explanations for the three roadway segments that the recommended speed limit is 5 mph lower or more than the newly measured 85th percentile speed.

Alameda Avenue

Aliso Hills Drive to La Paz Road

Alameda Avenue is a two lane roadway that is solely residential with multiple direct access driveways. This area is a speed concern to the City as periodic speed studies are conducted, and "Strict Enforcement Area" and "Watch Downhill Speed" signs are posted along the roadway. The roadway features include a constant moderate uphill grade northbound and several gradual to moderate horizontal curves. These roadway curves may limit the line-of-sight and may not be readily apparent to the driver. With the roadway features, and areas of limited sight distance, it is recommended that the existing 25 mph speed limit be maintained.

Bridlewood Drive

Nellie Gail Road to Oso Parkway

This portion of Bridlewood is a two lane residential roadway. The posted speed limit is 25 mph. Based upon the 85th percentile speed of 32.1 mph, the CVC code suggests a 30 mph speed limit. However, due to (1) equestrian trails and crossings, (2) solely single-family residential dwellings, (3) the steep grades and curving nature of the roadway, and (4) many areas of limited sight distance, it is recommended that the 25 mph speed limit be maintained.

Oso Parkway to Laurel Crest

This portion of Bridlewood is a two lane roadway. The posted speed limit is 30 mph. Based upon the 85th percentile speed of 37.4 mph, the CVC code suggests a 35 mph speed limit. However, due to (1) the residential nature of the area, (2) steep grades and curving nature of the roadway, (3) areas of limited sight distance, and (4) with a vertical curve north of Appian the sight distance exiting said street is approximately 210 feet and the CVC required distance for a 35 mph speed limit is 250 feet, it is recommended that the 30 mph speed limit be maintained.

Hon Avenue

Julie Avenue to Alicia Parkway

The recommended 25 mph is within 3.3 mph of the 85th percentile speed and meets CVC standards. For enforcement, it is recommended that a 25 mph speed sign be installed southbound.

Oso Parkway

West City Limits to Moulton Parkway

The section of Oso Parkway is a six lane roadway. Adjacent land uses are commercial, business and Route 73 overpass. Field notes state this segment is a short 0.13 mile section with bus stops, painted bike lanes, narrow shoulders, no parking anytime, and has a 45 mph speed sign posted westbound only. The speed study resulted with an 85th percentile speed of 46.4 mph and a 10 mph pace range 38 to 47 mph. It is recommended that the existing 45 mph speed limit remain. For enforcement, it is recommended that a 45 mph speed sign be installed eastbound.

Locations of "Conflicting Speed Postings"

One of 62 segments that are listed in the previous section as "No Speed Limit Changes" have conflicting posted speed limit signs within the segment boundaries. These roadway segments have one direction or a portion of the survey segment recommended for "No Change" in the existing speed limit. These segments are recommended for removal of the conflicting sign and/or replacement of the appropriate speed sign in the other direction. These segments and the reasons for the recommendations are listed as follows:

Rapid Falls Road	
Cabot Road to Lost Trail Drive	Remain posted at 25 mph, and Remove 30 mph posting WB

Support Explanations for " Conflicting Speed Postings "

Rapid Falls Road

Cabot Road to Lost Trail Drive

This section of Rapid Falls Road is a two lane roadway. The segment has conflicting speed limits postings, with 25 mph at both ends of segments and a 30 mph speed sign posted westbound only near Cabot Rd. The speed study results show an 85th percentile speed of 30.6 mph and a 10 mph pace range of 23 to 32 mph. With the area consisting of 100% residential, many driveways fronting the roadway, a neighborhood park, moderate roadway curves and grades, and several areas of limited sight distance, it is recommended that the existing 25 mph be maintained. With that, it is recommended that the 30 mph speed sign near Cabot Rd be removed.

Locations of "Residence District"

One roadway segment listed for the Engineering and Traffic Study fall under the California Vehicle Code 515, "Resident District Speed Limit." Explanations and requirements for Resident District are on Page 3. The CVC states that prima facie roadways are not required to be posted. Therefore, the City may choose to remove existing speed signs or leave them alone. These roadway segments are listed below:

Nellie Gail Road
Cabot Road to Gallup Circle — Resident District – 25 mph

Support Explanations for "Residence District"

Nellie Gail Road

Cabot Road to Gallup Circle

Nellie Gail Road is a two lane residential roadway. The speed data resulted with an 85th percentile speed of 31.0 mph that initially suggests a 30 mph posting. The need to retain the CVC defined lower speed is based on (1) 20 single-family dwellings with direct access driveways between Glen Canyon Drive to Sheriff Road (0.22 mi) and, (2) 20 single-family dwellings with direct access driveways between Sheriff Road to Hitching Post Road (0.25 mi) and, (3) several horizontal and vertical curves, and (4) several areas of limited sight distance. This segment meets the requirement for the CVC 515 "Residence District". Therefore with all these factors, it is recommended that the segment of Nellie Gail Road be recognized as a Residence District". This segment does not require continued speed surveys.

CITY OF LAGUNA HILLS

SUMMARY OF RECOMMENDATIONS

STREET LOCATION	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT	85TH PERCENTILE SPEED	AVERAGE SPEED	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDATION - JUSTIFICATION
ALAMEDA AVENUE							
ALISO HILLS DR TO LA PAZ RD	25	**25**	30.6	26.5	23-32	88.2	NO CHANGE – RESIDENTIAL / LIMITED SIGHT DISTANCE
ALICIA PARKWAY							
SOUTH CITY LIMITS TO MOULTON PKWY	45	**45**	49.0	44.4	452-51	73.5	NO CHANGE – 85TH PERCENTILE
MOULTON PKWY TO PASEO DE VALENCIA	45	**45**	48.2	42.7	38-47	63.6	NO CHANGE – 85TH PERCENTILE
PASEO DE VALENCIA TO COSTEAU DR	45	**45**	47.6	43.2	40-49	76.4	NO CHANGE – 85TH PERCENTILE
COSTEAU DR TO I-5 FREEWAY	40	**40**	41.0	35.0	31-40	71.0	NO CHANGE – 85TH PERCENTILE
ALISO HILLS DRIVE							
ALICIA PKWY TO ALAMEDA AVE	35	**35**	38.1	35.2	31-40	88.3	NO CHANGE – 85TH PERCENTILE
ALAMEDA AVE TO LA PAZ RD	35	**35**	37.5	34.8	30-39	91.6	NO CHANGE – 85TH PERCENTILE
AVENIDA DE LA CARLOTA							
LAKE FOREST DR TO RIDGE ROUTE DR	45	**45**	47.2	42.5	39-48	70.1	NO CHANGE – 85TH PERCENTILE
RIDGE ROUTE DR TO PASEO DE VALENCIA	40	**40**	44.9	40.8	37-46	78.7	NO CHANGE – 85TH PERCENTILE
PASEO DE VALENCIA TO LOS ALISOS BLVD	40	**40**	43.9	39.4	35-44	78.6	NO CHANGE – 85TH PERCENTILE
BECKENHAM STREET							
PASEO DE VALENCIA TO EAST END	30	**30**	31.8	28.4	25-34	84.0	NO CHANGE – 85TH PERCENTILE

*25 MPH When Children Present, School Zone

5/27/2014 ITEM NO. 3.11

STREET LOCATION	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT	85TH PERCENTILE SPEED	AVERAGE SPEED	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDATION - JUSTIFICATION
BRIDLEWOOD DRIVE							
NELLIE GAIL RD TO OSO PKWY	25	**25**	32.1	28.8	25-34	85.2	NO CHANGE – RESIDENTIAL / LIMITED SIGHT DISTANCE
OSO PKWY TO LAUREL CREST	30	**30**	37.4	33.0	30-39	81.8	NO CHANGE – RESIDENTIAL / LIMITED SIGHT DISTANCE
CABOT ROAD							
LA PAZ RD TO PASEO DE VALENCIA	45	**45**	47.0	42.6	40-49	74.5	NO CHANGE – 85TH PERCENTILE
PASEO DE VALENCIA TO OSO PKWY	45	**45**	47.2	42.3	40-49	71.3	NO CHANGE – 85TH PERCENTILE
OSO PKWY TO SCL (850' s.OSO PKWY)	45	**45**	47.8	43.4	39-48	73.8	NO CHANGE – 85TH PERCENTILE
RAPID FALLS RD TO SCL (800' S. RAPID FALLS)	45	**45**	48.8	44.7	41-50	78.2	NO CHANGE – 85TH PERCENTILE
EL TORO ROAD							
I-5 FREEWAY TO PASEO DE VALENCIA	35	**35**	37.6	34.0	30-39	82.0	NO CHANGE – 85TH PERCENTILE
GALLUP CIRCLE							
LA PAZ RD TO NELLIE GAIL RD	25	**25**	26.8	24.2	19-28	89.0	NO CHANGE – 85TH PERCENTILE
GORDON ROAD							
MOULTON PKWY TO EAST END	25	**25**	26.1	21.7	19-28	83.9	NO CHANGE – 85TH PERCENTILE
GREENFIELD DRIVE							
HIDDEN TRAIL DR TO ROUTE 73 FWY (SCL)	30	**30**	30.8	28.0	25-34	91.6	NO CHANGE – 85TH PERCENTILE
HON AVENUE							
JULIE AVE TO ALICIA PKWY	25 NB	**25**	28.8	25.4	22-31	87.8	NO CHANGE – 85TH PERCENTILE / POST SB

NB = Northbound, SB = Southbound

STREET LOCATION	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT	85TH PERCENTILE SPEED	AVERAGE SPEED	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDATION - JUSTIFICATION
INDIAN HILL LANE							
LAGUNA HILLS DR TO MOULTON PKWY	30	**30**	33.2	29.7	25-34	85.0	NO CHANGE – 85TH PERCENTILE
LA PAZ ROAD							
WEST CITY LIMITS (I-73) TO MOULTON PKWY	45	**45**	45.2	41.4	37-46	81.7	NO CHANGE– 85TH PERCENTILE
MOULTON PKWY TO ALISO HILLS DR	50	**50**	51.1	46.4	43-52	75.0	NO CHANGE– 85TH PERCENTILE
ALISO HILLS DR TO PASEO DE VALENCIA	45 / 25*	**45 / 25***	47.6	43.6	40-49	77.0	NO CHANGE– 85TH PERCENTILE
PASEO DE VALENCIA TO RICKENBACKER RD	40 / 25*	**40 / 25***	42.3	38.3	35-44	83.4	NO CHANGE– 85TH PERCENTILE
RICKENBACKER RD TO I-5 FREEWAY	35	**35**	36.3	32.4	29-38	81.8	NO CHANGE– 85TH PERCENTILE
LAGUNA HILLS DRIVE							
MOULTON PKWY TO PASEO DE VALENCIA	45 / 25*	**45 / 25***	49.3	45.1	42-51	74.7	NO CHANGE – 85TH PERCENTILE
LAKE FOREST DRIVE							
SANTA VITTORIA DR TO MOULTON PKWY	45	**45**	47.7	43.7	39-48	78.7	NO CHANGE – 85TH PERCENTILE
MOULTON PKWY TO I-5 FREEWAY	40	**40**	43.3	39.1	35-44	78.5	NO CHANGE– 85TH PERCENTILE
LOS ALISOS BOULEVARD							
I-5 FREEWAY TO PASEO DE VALENCIA	40	**40**	43.7	39.3	36-45	75.3	NO CHANGE– 85TH PERCENTILE
LOUISA STREET							
MOULTON PKWY TO LUPITA ST	30	**30**	32.2	29.0	25-34	92.7	NO CHANGE – 85TH PERCENTILE

*25 MPH When Children Present, School Zone

5/27/2014 ITEM NO. 3.11

STREET LOCATION	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT	85TH PERCENTILE SPEED	AVERAGE SPEED	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDATION - JUSTIFICATION
MILL CREEK DRIVE							
LAKE FOREST DR TO RIDGE ROUTE DR	30	**30**	34.3	31.1	28-37	88.0	NO CHANGE– 85TH PERCENTILE
MOULTON PARKWAY							
LAKE FOREST DR TO EL PACIFICO	45	**45**	48.0	43.1	40-49	65.5	NO CHANGE – 85TH PERCENTILE
EL PACIFICO TO SANTA MARIA AVE	45	**45**	47.6	43.8	39-48	76.2	NO CHANGE – 85TH PERCENTILE
NORTH CITY LIMITS TO VIA LOMAS	50	**50**	52.7	48.1	42-51	79.5	NO CHANGE – 85TH PERCENTILE
VIA LOMAS TO LA PAZ RD	45	**45**	47.9	44.2	40-49	82.8	NO CHANGE – 85TH PERCENTILE
LA PAZ RD TO I-73 FREEWAY	45	**45**	47.3	41.2	37-46	74.0	NO CHANGE – 85TH PERCENTILE
NELLIE GAIL ROAD							
CABOT RD TO GALLUP CIRCLE	25	**25**	31.0	27.0	23-32	86.1	2014 RECOMMEND ESTABLISH AS RESIDENCE DISTRICT CVC 515
GALLUP CIRCLE TO BRIDLEWOOD DR	25	-	-	-	-	-	2008 ESTABLISHED AS RESIDENCE DISTRICT CVC 515 DOES NOT REQUIRE CONTINUED SPEED SURVEYS
BRIDLEWOOD DR TO DAPPLE GREY (N)	25	**25**	31.5	27.1	23-32	86.4	NO CHANGE – LIMITED SIGHT DISTANCE / RESIDENTIAL
DAPPLE GREY (N) TO OSO PKWY	30	**30**	34.8	31.2	27-36	83.7	NO CHANGE – LIMITED SIGHT DISTANCE / RESIDENTIAL
OSO PKWY TO HIDDEN TRAIL RD	25	**25**	30.6	26.7	23-32	88.4	NO CHANGE – LIMITED SIGHT DISTANCE / RESIDENTIAL
HIDDEN TRAIL RD TO LOST COLT	25	-	-	-	-	-	2008 ESTABLISHED AS RESIDENCE DISTRICT CVC 515 DOES NOT REQUIRE CONTINUED SPEED SURVEYS
LOST COLT TO MOULTON PKWY	25	**25**	31.8	28.6	25-34	88.3	NO CHANGE – LIMITED SIGHT DISTANCE / RESIDENTIAL

STREET LOCATION	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT	85TH PERCENTILE SPEED	AVERAGE SPEED	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDATION - JUSTIFICATION
OSO PARKWAY							
WEST CITY LIMITS TO MOULTON PKWY	45 WB	**45**	46.4	42.5	38-47	81.4	NO CHANGE – 85TH PERCENTILE / POST EB
MOULTON PKWY TO NELLIE GAIL RD	50	**50**	53.9	49.0	45-54	78.9	NO CHANGE – 85TH PERCENTILE
NELLIE GAIL RD TO BRIDLEWOOD DR	50	**50**	53.8	49.0	45-54	71.8	NO CHANGE – 85TH PERCENTILE
BRIDLEWOOD DR TO I-5 FREEWAY	50	**50**	50.8	46.8	43-52	75.2	NO CHANGE – 85TH PERCENTILE
PASEO DE VALENCIA							
AVENDIA DE LA CARLOTA TO EL TORO RD	35	**35**	35.8	31.9	28-37	85.5	NO CHANGE – 85TH PERCENTILE
EL TORO RD TO LOS ALISOS BLVD	40	**40**	41.4	37.8	34-43	75.8	NO CHANGE – 85TH PERCENTILE
LOS ALISOS BLVD TO LAGUNA HILLS DR	45	**45**	47.6	43.7	40-49	73.3	NO CHANGE – 85TH PERCENTILE
LAGUNA HILLS DR TO ALICIA PKWY	45 / 25*	**45**	45.0	40.7	37-46	72.0	NO CHANGE – 85TH PERCENTILE
ALICIA PKWY TO LA PAZ RD	45	**45**	49.0	44.4	40-49	73.4	NO CHANGE – 85TH PERCENTILE
LA PAZ RD TO CABOT RD	45 / 25*	**45**	46.6	43.7	40-49	84.4	NO CHANGE – 85TH PERCENTILE
RAPID FALLS ROAD							
CABOT RD TO LOST TRAIL DR	25 / 30WB	**25**	30.6	26.8	23-32	88.3	NO CHANGE – CONFLICTING SPEEDS RETAIN 25 MPH AND REMOVE 30 MPH WB
LOST TRAIL DR TO HIDDEN TRAIL ROAD	25	-	-	-	-	-	2008 ESTABLISHED AS RESIDENCE DISTRICT CVC 515 DOES NOT REQUIRE CONTINUED SPEED SURVEYS
RIDGE ROUTE DRIVE							
AVENIDA.DE LA CARLOTA TO MOULTON PKWY	45	**45**	46.2	42.0	39-48	71.8	NO CHANGE – 85TH PERCENTILE
MOULTON PKWY TO SANTA VITTORIA	45	**45**	45.4	39.3	36-45	63.1	NO CHANGE – 85TH PERCENTILE

*25 MPH When Children Present, School Zone, WB = Westbound, EB = Eastbound

STREET LOCATION	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT	85TH PERCENTILE SPEED	AVERAGE SPEED	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDATION - JUSTIFICATION
SAN REMO DRIVE							
SANTA VITTORIA DR TO SANTA MARIA AVE	30	**30**	32.0	27.3	23-32	80.3	NO CHANGE – 85TH PERCENTILE
SANTA MARIA AVENUE							
SAN REMO DR TO SANTA VITTORIA DR	40 / 25*	**40**	43.1	39.7	36-45	82.9	NO CHANGE – 85TH PERCENTILE
SANTA VITTORIA							
LAKE FOREST DR TO RIDGE ROUTE DR	30	**30**	33.0	28.9	25-34	87.1	NO CHANGE – 85TH PERCENTILE
RIDGE ROUTE DR TO SANTA MARIA AVE	30 / 25*	30 / 25*	32.0	29.0	25-34	91.6	NO CHANGE – 85TH PERCENTILE
VISTA VIEJO							
DEVONSHIRE RD TO EAST CITY LIMITS	30	**30**	32.2	27.7	24-33	80.8	NO CHANGE – 85TH PERCENTILE

*25 MPH When Children Present, School Zone

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GREGORY E. SIMONIAN
CITY ATTORNEY

ISSUE: 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

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: "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."

SUMMARY:

On December 13, 2011, the City Council adopted Ordinance No. 2011-5, adding Chapter 6-40 to Title 6 of the Laguna Hills Municipal Code prohibiting registered sex offenders from entering parks without permission from the Orange County Sheriff. Due to the unenforceability of the Ordinance, upon recommendation of the City Attorney, on May 13, 2014, the City Council voted 3-1-1 to introduce for first reading a proposed 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. It is in order to adopt the Ordinance.

BACKGROUND

On January 10, 2014, the California Court of Appeal issued two decisions striking down local registered sex offender regulations. In the matter of The People v. Hugo Godinez (Appellate Case No. G047657), in an unpublished opinion the Court struck down Orange County's Ordinance prohibiting registered sex offenders from entering County parks without the permission of the Sheriff. In the matter of The People v. JeanPierre Cuong

Nguyen (Appellate Case No. G048228), in a published opinion the Court struck down the City of Irvine's Ordinance prohibiting registered sex offenders from entering City parks without the permission of the Chief of Police. The Fourth Appellate District of the California Court of Appeal determined that the state statutory scheme imposing restrictions on a sex offender's daily life fully occupies the field and therefore preempts local efforts to restrict sex offenders from visiting city parks and recreational facilities.

On April 23, 2014, the California Supreme Court declined to review the two Court of Appeal decisions. The California Supreme Court's decision not to review the two Court of Appeal decisions concerning local registered sex offender regulations effectively renders such Ordinances unenforceable. Additionally, the City has received several letters from the California Reform Sexual Offender Laws organization (CA RSOL)/the American Civil Liberties Union (ACLU) threatening litigation if Laguna Hills Municipal Code Chapter 6-40 is not repealed.

CONCLUSION:

Based on the foregoing, it is recommended that the City Council adopt the proposed Ordinance repealing Chapter 6-40 of the Laguna Hills Municipal Code.

ATTACHMENTS:

- Proposed Ordinance Repealing LHMC Chapter 6-40.

ORDINANCE NO. 2014-

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

WHEREAS, on December 13, 2011, the City Council of Laguna Hills adopted Ordinance No. 2011-5, adding Chapter 6-40 "Child Safety Zones – Prohibition of Registered Sex Offenders from Entering Parks" to Title 6 of the Laguna Hills Municipal Code; and

WHEREAS, On January 10, 2014, the Fourth Appellate District of the California Court of Appeal issued two decisions, People v. Nguyen, (222 Cal.App.4th 1168), and People v. Godinez (2014 WL 99188)(unpublished), striking down local ordinances prohibiting registered sex offenders from entering parks without the permission of law enforcement; and

WHEREAS, on April 23, 2014, the California Supreme Court declined to review the above-referenced Court of Appeal decisions; and

WHEREAS, Chapter 6-40 of the Laguna Hills Municipal Code prohibits registered sex offenders from entering parks within the City Laguna Hills; however, the Fourth Appellate District of the California Court of Appeal has determined that the state statutory scheme imposing restrictions on a sex offender's daily life fully occupies the field and therefore preempts local efforts to restrict sex offenders from visiting city parks and recreational facilities.

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

SECTION 1. Chapter 6-40 of Title 6 of the Laguna Hills Municipal Code is hereby repealed.

SECTION 2. 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 3. 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 27th day of May 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 13th 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 27th day of May, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
PEGGY J. JOHNS, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss AFFIDAVIT OF POSTING
CITY OF LAGUNA HILLS) 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, 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

on the 6th 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 28th day of May 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

5/27/2014 ITEM NO. 3.12

3.4 ACTIVE TRANSPORTATION PROGRAM (ATP)

Council Member Carruth removed this item from the Consent Calendar to commend staff for their efforts in resubmitting the grant application.

THE CITY COUNCIL APPROVED THE GRANT APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM (ATP), BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

3.7 AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES TO ANDERSON-PENNA PARTNERS, INC., CIVILSOURCE, INC., HR GREEN CALIFORNIA, INC., AND WILLDAN ENGINEERING

Council Member Kogerman removed this item from the Consent Calendar to thank staff for the thorough report.

THE CITY COUNCIL APPROVED THE AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES TO ANDERSON-PENNA PARTNERS, INC., CIVILSOURCE, INC., HR GREEN CALIFORNIA, INC., AND WILLDAN ENGINEERING, INC., AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENTS, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

3.8 THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14

Council Member Kogerman removed this item from the Consent Calendar to acknowledge that the preparation of the Third Quarter Financial Report took considerable effort. Council Member Kogerman asked Assistant City Manager White to give a brief report regarding revenues and expenses for the third quarter.

THE CITY COUNCIL RECEIVED AND FILED THE THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14, BY M/COUNCIL MEMBER KOGERMAN, S/MAYOR BLOUNT.
APPROVED BY A VOTE OF 4-0-1(COUNCIL MEMBER BRESSETTE ABSENT).

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 7:25 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

Absent: Agency Member Bressette

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR APRIL 22, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE APRIL 22, 2014, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERCIAL ZONING DISTRICT.

Chair Blount opened the Public Hearing.

Keith Morrissey, Sign Design representative, introduced Memorial Care Health representative, Hugo Folli, who spoke on Site Development Permit/Master Sign Program No. 02-14-2796, on behalf of Memorial Care Health System to establish a Master Sign Program for the building located at 24302 Paseo de Valencia. Mr. Morrissey indicated that he agreed to all of the Conditions of Approval.

Chair Blount closed the Public Hearing.

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2014-05-13-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERICAL ZONING DISTRICT BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR GILBERT.
APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSENT).

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 7:45 PM. All Council Members were present, with the exception of Council Member Bressette.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA-06-13-2608 - GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH AN OVERLAY ZONE DISTRICT ("HOSPITALITY OVERLAY ZONE") AND ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA.

Mayor Blount opened the Public Hearing. There were no requests to speak from the audience.

THE CITY COUNCIL MADE A MOTION TO CONTINUE THE PUBLIC HEARING TO A DATE CERTAIN OF JUNE 24, 2014, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

6. ADMINISTRATIVE REPORTS

6.1 City Manager

City Manager Channing gave an update on the re-pavement project on El Toro Road and indicated that the project should be completed by this Thursday, May 15 or Friday, May 16, 2014.

6.2 City Attorney

6.2.1 ORDINANCE OF THE CITY OF LAGUNA HILLS 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.

THE CITY COUNCIL INTRODUCED 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 BLOUNT.
APPROVED BY A VOTE OF 3-1-1 (COUNCIL MEMBER KOGERMAN VOTING NO, COUNCIL MEMBER BRESSETTE ABSENT).

6.3 Deputy City Manager/Community Services

6.3.1 2014 FOURTH OF JULY CELEBRATION AND FIREWORKS AGREEMENT

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: PUBLIC HEARING ON 2014 WEED, RUBBISH AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, RECEIVE AND CONSIDER ALL OBJECTIONS; AND (2) ADOPT A RESOLUTION ENTITLED: "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.

SUMMARY:

This is the time and place established for the first Public Hearing associated with the Annual Weed Abatement Program. The Public Services Department requests that the City Council conduct the required Public Hearing, receive public testimony, and adopt a Resolution formally initiating the Annual Weed Abatement Program for public nuisance abatement of weeds, rubbish, refuse and/or dirt on specified parcels in the City of Laguna Hills.

BACKGROUND:

Public Hearing

On April 22, 2014, the City Council adopted Resolution No. 2014-04-22-1, thereby commencing the Weed Abatement Program for 2014 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq*. The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance, and abate, all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse and dirt upon parkways, sidewalks, or private property in the City as identified and described in the 2014 Weed Abatement List, as submitted on April 22, 2014, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties.

Resolution No. 2014-04-22-1 commenced the 2014 Weed Abatement Program by declaring the weeds, rubbish, refuse, and/or dirt on parcels identified in the 2014 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2014 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse, and/or dirt that, when dry, become a fire hazard.

On April 24, 2014, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and/or dirt to all affected property owners identified on the 2014 Weed Abatement List. The notice provided that if the public nuisance is not abated and removed by the owners of the parcels of land, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 *et seq.,* in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse and/or dirt, are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

Pursuant to the April 24, 2014, mailed notice, affected property owners have been given until June 2, 2014, to abate and remove the weeds, rubbish, refuse and/or dirt on their property at their sole cost and expense. The notice further provided that the City Council will hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 27, 2014, at 7:00 p.m. or as soon thereafter as possible.

The City Council is requested to open the Public Hearing, receive public testimony, and adopt a Resolution allowing or overruling any objections, authorizing the Director of Public Services/City Engineer to abate and remove the weeds, rubbish, refuse, and/or dirt on the parcels identified and described on the 2014 Weed Abatement List, and report in writing to the City Council on July 8, 2014, regarding the cost of abatement. Any objections by the property owners liable to be assessed for the costs of abatement will be heard by the City Council on July 8, 2014. Pursuant to the State law, upon issuance of the abatement order through the adoption of the attached Resolution, the City Council acquires jurisdiction to proceed and perform the work of removal.

FISCAL IMPACT:

The 2013-2014 Fiscal Year Budget for the Annual Weed Abatement Program is $40,000. Privately owned parcels abated by the City contractor shall each be assessed an administrative fee in addition to the cost to clear the respective parcels. These costs are anticipated to be within the funds available.

ATTACHMENTS:

- Resolution

RESOLUTION NO.

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

WHEREAS, on April 22, 2014, the City Council adopted Resolution No. 2014-04-22-1, thereby commencing the Weed Abatement Program for 2014 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by resolution as a public nuisance, and abate, all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2014 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and,

WHEREAS, Resolution No. 2014-04-22-1 commenced the 2014 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2014 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2014 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse and/or dirt that, when dry, become a fire hazard; and,

WHEREAS, on April 24, 2014, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and dirt; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by June 2, 2014, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will be constitute a lien upon such parcel or lands until paid; and,

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council will hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 27, 2014; and,

WHEREAS, during the May 27, 2014 Public Hearing, the City Council heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all

weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2014 Weed Abatement List.

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

SECTION 1. After hearing all objections and protests during the Public Hearing, the City Council hereby determines not to allow any objections.

SECTION 2. Pursuant to Government Code Section 39560 *et seq.*, the City Council hereby issues an abatement order and authorizes the Director of Public Services/City Engineer to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2014 Weed Abatement List.

SECTION 3. By adoption of this Resolution, the City Council hereby acquires jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels, pursuant to Government Code Section 39569.

SECTION 4. It is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2014 Weed Abatement List. Such assessments against the respective parcels of land shall constitute a lien.

SECTION 5. The Director of Public Services/City Engineer shall keep an account of the cost of abatement on each separate parcel of land where removal work is performed and shall submit to the City Council for confirmation an itemized written report showing such abatement costs. Pursuant to Government Code Section 39575, a copy of the report shall be posted for at least three (3) days prior to its submission to the City Council on or near the City Council Chamber doors, with a notice of the time of submission. Pursuant to Government Code Section 39576, such report shall be submitted to the City Council on July 8, 2014, which date shall be fixed for receiving and considering the report and during such time the City Council shall hear it with any objections of the property owners liable to be assessed for the abatement.

SECTION 6. The decision of the City Council to issue this abatement order is final.

PASSED, APPROVED, AND ADOPTED this 27th day of May 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-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 27th day of May 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: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FY 2014-2015 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

SUMMARY:

The City of Laguna Hills has provided police services for general law enforcement and traffic enforcement under an Agreement with the Orange County Sheriff's Department since FY 1992-2993. Renewing the Agreement will provide the City with an equivalent police department of 41.22 full-time employees, as well as access to specialized Sheriff's personnel.

BACKGROUND:

The proposed service level will provide the City with the following personnel breakdown:

Lieutenant	1
Administrative Sergeant	1
Patrol Sergeants	1.97
Investigators	2
Patrol Deputies	14
School Resource Officer	1
Motorcycle Deputies	3
Directed Enforcement Deputy	1
Community Service Officers	2
Crime Prevention Specialist	1
Shared Staff	13.25
Total Staff	41.22

This staffing complement is designed to achieve a service level that would yield an optimum preventive patrol time of 40%. Preventive patrol time is that time spent in the field by patrol deputies, that is not allocated to administrative time or responding to calls. In 2013, Laguna Hills Police Services averaged 48% in Preventive Patrol Time. Additionally, Laguna Hills Police Services was able to maintain our response time goals in all priority calls for 2013.

Earlier this fiscal year, the City Council commissioned a study on police services in Laguna Hills. The results of that study will be presented to the City Council at its upcoming June 10, City Council meeting. At this point, staff does not anticipate that the City Council will take any action on June 10. It is important for the City Council to approve the attached Agreement in order to ensure the continuation of police services in Laguna Hills. Any desired changes to the Agreement will be handled through an amendment, or implemented under the new contract for 2015/16.

The Sheriff's Department has prepared the attached Agreement for FY 2014-2015. The City Attorney has reviewed the document and approved it as to form.

FISCAL IMPACT:

The total cost for law enforcement services for FY 2014/2015 is $7,128,344.00. This represents an increase of $316,937 (4.65%) over the FY 2013/2014 adjusted Law Enforcement Agreement of $6,811,407 and is over the 2014/15 budget by $115,329. The County is currently in negotiations with the Association of Orange County Deputy Sheriffs (AOCDS) and an adjustment of the contract cost will likely be necessary when a labor contract is concluded. At that time, a budget amendment for the Agreement may be required.

ATTACHMENTS:

- FY 2014-2015 Law Enforcement Agreement
- FY 2014-2015 Laguna Hills Sheriff Department Budget

AGREEMENT

BETWEEN THE

CITY OF LAGUNA HILLS

AND THE

COUNTY OF ORANGE

THIS AGREEMENT is entered into this First day of May 2014, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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A. TERM:

The term of this Agreement shall commence July 1, 2014 and terminate June 30, 2015 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2015 for COUNTY to provide to CITY, during all or part of the period between July 1, 2015 and June 30, 2016, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2015 and August 31, 2015 and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2014 through June 30, 2015. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

C. REGULAR SERVICES BY COUNTY:

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.

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C. **REGULAR SERVICES BY COUNTY:** (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.

3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2014 through June 30, 2015, shall be as follows:

Management:

- One (1) Lieutenant

  (80 hours per two-week pay period)

Supervision:

- Two and ninety-seven hundredths (2.97) Sergeants

  (Each full sergeant position is 80 hours per two-week pay period)

Investigation Services:

- Two (2) Investigators

  (each 80 hours per two-week pay period)

Patrol Services:

- Fifteen (15) Deputy Sheriff IIs - Patrol

  (each 80 hours per two-week pay period)

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

School Resource Services

- One (1) Deputy Sheriff II

  (80 hours per two-week pay period)

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

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C. **REGULAR SERVICES BY COUNTY:** (Continued)

Traffic Services:

- Three (3) Deputy Sheriff IIs - Motorcycle
  (each 80 hours per two-week pay period)
  Deployment to be determined by SHERIFF in cooperation with CITY Manager.

Parking Control:

- Two (2) Community Services Officers
  (each 80 hours per two-week pay period)

Crime Prevention:

- One (1) Crime Prevention Specialist
  (80 hours per two-week pay period)

Regional Support Services:

- 7.15 percent of fifty-five one hundredths of one (.55) Sergeant - Traffic
- 7.15 percent of four (4) Deputy Sheriff IIs - Traffic
- 7.15 percent of two (2) Investigative Assistants - Traffic
- 7.15 percent of one (1) Office Specialist - Traffic
- 6.48 percent of thirty one hundredths of one (.30) Sergeant – Auto Theft
- 6.48 percent of two (2) Investigators – Auto Theft
- 6.48 percent of one (1) Investigative Assistant – Auto Theft
- 6.48 percent of one (1) Office Specialist – Auto Theft
- 7.19 percent of three (3) Investigative Assistants – Court
- 9.68 percent of one half of one (.50) Motorcycle Sergeant

4. For any service listed in Subsection C-3 of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be

C. REGULAR SERVICES BY COUNTY: (Continued)

amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-3 will be adjusted accordingly.

5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-4 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to CITY as soon as possible once the emergency situation is under control.
7. With respect to the licensing ordinances of CITY listed in Attachment A hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment A hereto, except the investigations relating to initial applications for which this subsection provides.

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C. REGULAR SERVICES BY COUNTY: (Continued)

8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Subsection C-3, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Subsection G-2 and the Maximum Obligation originally set forth in Subsection G-3.

   Prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Subsection G-2 and the Maximum Obligation originally set forth in Subsection G-3 of this Agreement.

   Notwithstanding the foregoing, SHERIFF and CITY Manager may increase the service level of Deputy Sheriff II – Patrol from fifteen (15) to seventeen (17) without further approval by the COUNTY's Board of Supervisors and CITY's Council.

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D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Subsection C-3 of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Subsection C-3 of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Subsection G-2 and in the Maximum Obligation of CITY set forth in Subsection G-3. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3 has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

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E. PATROL VIDEO SYSTEMS: (Continued)

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2014 through June 30, 2015.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.

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E. PATROL VIDEO SYSTEMS: (Continued)

5. County will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from COUNTY of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service described in Subsection C-3 is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-5, the full cost of services described in Subsection C-3 of this Agreement, other than Licensing Services, to be provided by the COUNTY for the period July 1, 2014 through June 30, 2015, shall be as follows:

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G. PAYMENT: (Continued)

SERVICE	COST OF SERVICE
Management:	
• One (1) Lieutenant	
@ $310,751/each	$ 310,751
Supervision:	
• One and ninety-seven hundredths (1.97) Sergeants - Patrol	
@ $262,995/each	$ 518,100
• One (1) Sergeant - Administrative	
@ 262,995/each	$ 262,995
Investigation Services:	
• Two (2) Investigators	
@ $273,704/each	$ 547,408
Patrol Services:	
• Fifteen (15) Deputy Sheriff IIs - Patrol	
@ $217,316/each	$ 3,259,740
School Resource Services	
• One (1) Deputy Sheriff II	
@ $217,316/each	$ 217,316
Traffic Services:	
• Three (3) Deputy Sheriff IIs - Motorcycle	
@ $222,784/each	$ 668,352
Parking Control:	
• Two (2) Community Services Officers	
@ $109,120/each	$ 218,240
Crime Prevention:	
• One (1) Crime Prevention Specialist	
@ $91,043/each	$ 91,043

G. **PAYMENT:** (Continued)

SERVICE	**COST OF SERVICE**
Regional Support Services:	
• 7.15% of fifty-five one hundredths of one (.55) Sergeant - Traffic @ $259,165/each	$ 10,192
• 7.15% of four (4) Deputy Sheriff IIs - Traffic @ $207,545/each	$ 59,358
• 7.15% of two (2) Investigative Assistants - Traffic @ $104,252/each	$ 14,908
• 7.15% of one (1) Office Specialist - Traffic @ $83,376/each	$ 5,961
• 6.48% of thirty one hundredths of one (.30) Sergeant – Auto Theft @ $259,165/each	$ 5,038
• 6.48% of two (2) Investigators – Auto Theft @ $234,278/each	$ 30,362
• 6.48% of one (1) Investigative Assistant – Auto Theft @ $112,707/each	$ 7,303
• 6.48% of one (1) Office Specialist – Auto Theft @ $83,460/each	$ 5,408
• 7.19% of three (3) Investigative Assistants – Court @ $115,031/each	$ 24,812
• 9.68% of one-half of one (.50) Motorcycle Sergeant @ $292,290/each	$ 14,147

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G. **PAYMENT:** (Continued)

Other Charges and Credits: $ 856,910

Charges: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; holiday pay: comp and straight time; Integrated Law & Justice Agency of Orange County; mobile data computer (MDC) recurring costs; on-call pay; overtime; patrol video systems (PVS) recurring costs; retirement rate discount expenses (interest and cost of issuance); training; transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance.

Credits: False alarm fees; overtime rate adjustment; reimbursement for training and miscellaneous programs; credit for shared Deputy Sheriff II midnight shift coverage to City of Laguna Woods; credit for shared Deputy Sheriff II relief to City of Laguna Woods; retirement rate discount FY 2014-15.

TOTAL COST OF SERVICES **$ 7,128,344**

3. Unless the level of service described in Subsection C-3 is increased or decreased, or CITY is required to pay for increases as set forth in Subsection G-5; the Maximum Obligation of CITY for services, other than Licensing Services, described in Subsection C-3 of this Agreement, to be provided by the County for the period July 1, 2014 through June 30, 2015, is $7,128,344.
4. COUNTY shall invoice CITY monthly. During the period July 1, 2014 through June 30, 2015, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement, as said Maximum Obligation may have been increased

G. PAYMENT: (Continued)

or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-5 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2014 and June 30, 2015.

5-a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2014-15 cost set forth in Subsection G-2 nor in the Fiscal Year 2014-15 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-3 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2014, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2014 and June 30, 2015 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2014 through June 30, 2015, and CITY's Maximum Obligation hereunder shall be deemed to have decreased

G. PAYMENT: (Continued)

accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2014 and June 30, 2015 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

5-b. If CITY is required to pay for increases as set forth in Subsection G-5a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY pursuant to Subsection C-3 of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2014 through June 30, 2015 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-3 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

6. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment B and incorporated herein by this reference.

7. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.

8. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment A hereto. Retention of

G. PAYMENT: (Continued)

said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment A at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment A, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

9. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.

10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto, which is incorporated herein by this reference.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

H. NOTICES: (Continued)

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

J. STATE AUDIT:

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

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K. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents,

L. INDEMNIFICATION: (Continued)

employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment D and incorporated into this Agreement by reference [hereinafter referred to as a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment D. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment D hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
   - Fifteen one hundredths of one (.15) Sergeant
     (12 hours per two-week pay period)

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M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

- One (1) Staff Specialist
  (80 hours per two-week pay period)
- One (1) Office Specialist
  (80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment E. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

   In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade

N. MOBILE DATA COMPUTERS (Continued)

of said MDCs during the period July 1, 2014 through June 30, 2015.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.
5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/ upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

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

DATED:_____

CITY OF LAGUNA HILLS

ATTEST:_____
City Clerk

BY:_____
Mayor

APPROVED AS TO FORM:

BY:_____
City Attorney

DATED:_____

COUNTY OF ORANGE

BY:_____
Chair of the Board of Supervisors

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

_____
Susan Novak
Clerk of the Board of Supervisors
Orange County, California

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

BY: _____
Deputy

DATED: 5/19/14

CITY OF LAGUNA HILLS

ORDINANCE NO. 92-6

LICENSING

BINGO GAME

BINGO OFFICIAL

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MASSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by non-RNSP personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by non-RNSP SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which non-RNSP SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

RESOLUTION NO. 2000-06-13-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A COST RECOVERY FEE RELATED TO VEHICLE IMPOUNDS

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the Cities in Orange County that contract for the Sheriff's law enforcement services, including this City; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Laguna Hills because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described herein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and

WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to,

the costs of personnel who perform duties for the Traffic Violator Apprehension Program and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this city during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

Vehicle Code Section and Impound Ground	
14602.6	Suspended, revoked or unlicensed driver/ 30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Delinquent vehicle registration
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22655.3	Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle;

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:

(a) $152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and

(b) $50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code Section 14602.6 exceed $152.00 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed $50.00 per impound; and

WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code section 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and

(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted, (2) when the vehicle was stolen, (3) when the vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a public hearing pertaining to said proposed new fees was held by the Orange County Board of Supervisors on March 28, 2000.

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

SECTION 1. That this Council finds, in accordance with California Public Resources Code Section 21080 (b) (8), that the charges listed herein below are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the Californian Environmental Quality Act.

SECTION 2. That on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below.

(a) A fee of $152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and

(b) A fee of $50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section

22651 (a),
22651 (d),
22651 (e),
22651 (f),
22651 (h) (1),
22651 (h) (2),
22651 (i) (1),
22651 (j),
22651 (k),
22651 (l),
22651 (m),
22651 (n),
22651 (o) (1),
22651 (p),

22651 (r),
22651 (t),
22655.3,
22655.5 (b), or
22669.

SECTION 3. That the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

SECTION 4. That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.

SECTION 5. That said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

SECTION 6. That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it become inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 7. That at Sheriff headquarters or at any Sheriff substation, a registered owner or an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

SECTION 8. That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated

areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

SECTION 10. That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

SECTION 11. That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2000.

RANDAL J. BRESSETTE, MAYOR PRO TEMPORE

ATTEST:

MARY A. CARLSON, CITY CLERK

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

I, Mary A. Carlson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.2000-06-13-1 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of June 2000, by the following vote:

AYES:	Council Members Greengold, Scott, Songstad, And Mayor Pro Tempore Bressette
NOES:	None
ABSENT:	Mayor Lautenschleger
ABSTAIN:	None

(SEAL)

Mary A. Carlson
MARY A. CARLSON, CITY CLERK

ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM

REQUEST

CONTRACT CITY

Participating City Request to Purchase From the TVA in FY	Date

QUANTITY	ITEM DESCRIPTION	APPLICABILTY TO TVA PROGRAM	ESTIMATED COST

CERTIFICATION

THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM

CITY MANAGER REQUEST:

Printed Name _____

Signature: _____ DATE _____

APPROVALS

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

Recommended For Approval

CITY POLICE SERVICES CHIEF	MANAGER – TVA PROGRAM

OCSD
BUDGET
USE ONLY

5/27/2014 ITEM NO. 6.2.1

ATTACHMENT E

CITY OF LAGUNA HILLS

FISCAL YEAR 2014-15

FINAL

Carryover: Two (2) Deputy Sheriff IIs - Defunded positions (FY 2009-10)

Add: Increase Regional Traffic Positions by one (1) Deputy Sheriff II and one (1) Investigative Asst.
Approved Negotiations for Professional Staff (Orange County Employees Association)

			SALARIES & EMPLOYEE BENEFITS							INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		SALARY	RELIEF TIME	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
1	Lieutenant		142,901	0	0	135,184	0	5,126	0	4,983	16,285	3,157	3,115	0	0	310,751
1	Administrative Sergeant		109,182	0	0	109,212	10,001	5,126	0	4,983	18,736	3,157	2,598	0	0	262,995
1.97	Patrol Sergeant		215,089	0	0	215,147	19,702	10,098	0	9,817	36,910	6,219	5,118	0	0	518,100
2	Investigator		192,138	0	0	194,630	17,292	10,252	0	9,966	112,250	6,314	4,566	0	0	547,408
15	DS II Patrol		1,320,450	0	0	1,333,875	94,545	76,890	0	74,745	281,040	47,355	30,840	0	0	3,259,740
3	DS II M/C		273,090	0	0	273,981	18,909	15,378	0	14,949	56,208	9,471	6,366	0	0	668,352
1	DS II - School Resource Officer		88,030	0	0	88,925	6,303	5,126	0	4,983	18,736	3,157	2,056	0	0	217,316
24.97	Subtotal Safety		$2,340,880	$0	$0	$2,350,954	$168,752	$127,996	$0	$124,426	$540,165	$78,830	$54,659	$0	$0	$5,784,662
2	Community Services Officer		95,964	0	0	62,494	0	10,252	0	9,966	37,472	0	2,092	0	0	218,240
1	Crime Prevention Specialist		49,172	0	0	29,801	0	5,126	0	4,983	889	0	1,072	0	0	91,043
3	Subtotal Professional		$145,136	$0	$0	$92,295	$0	$15,378	$0	$14,949	$38,361	$0	$3,164	$0	$0	$309,283
27.97	TOTAL STAFF															
	SHARED STAFF															
0.55	Traffic - Sergeant	7.15%	4,414	0	85	4,191	393	202	342	196	137	124	108	0	0	10,192
4	Traffic - Deptuy Sheriff II	7.15%	25,989	0	1,018	24,466	1,803	1,466	666	1,425	993	903	629	0	0	59,358
2	Traffic - Investigative Assistant	7.15%	7,950	0	53	5,157	0	733	0	713	127	0	175	0	0	14,908
1	Traffic - Office Specialist	7.15%	3,203	0	20	1,881	0	367	0	356	64	0	70	0	0	5,961
0.3	Auto Theft - Sergeant	6.48%	2,182	0	42	2,072	194	112	169	97	68	61	41	0	0	5,038
2	Auto Theft - Investigator	6.48%	12,651	0	574	12,104	1,120	746	1,347	646	450	409	315	0	0	30,362
1	Auto Theft - Investigative Assistant	6.48%	3,542	0	65	2,324	0	914	0	323	58	0	77	0	0	7,303
1	Auto Theft - Office Specialist	6.48%	2,884	0	3	1,704	0	373	0	323	58	0	63	0	0	5,408
3	Courts - Investigative Assistant	7.19%	12,299	0	1,435	8,041	0	1,106	373	1,075	192	0	291	0	0	24,812
0.5	Motorcycle Sergeant	9.68%	5,428	0	1,061	5,469	484	248	0	241	907	153	156	0	0	14,147
	Shared DSII (LW Relief)			(18,514)												(18,514)
	Shared DSII (LW Midnight)		(24,649)	0	0	(24,900)	(1,765)	(1,436)	0	(1,395)	(6,245)	(884)	(576)	0	0	(61,850)
15.35	Subtotal		$55,893	($18,514)	$4,356	$42,509	$2,229	$4,631	$2,897	$4,000	($3,191)	$766	$1,349	$0	$0	$97,125

CITY OF LAGUNA HILLS

FISCAL YEAR 2014-15

FINAL

Carryover: Two (2) Deputy Sheriff IIs - Defunded positions (FY 2009-10)

Add: Increase Regional Traffic Positions by one (1) Deputy Sheriff II and one (1) Investigative Asst.
Approved Negotiations for Professional Staff (Orange County Employees Association)

		SALARIES & EMPLOYEE BENEFITS							INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	SALARY	RELIEF TIME	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
	Annual Leave (Pay Downs & Termination Pay)												42,142		42,142
	Bilingual Pay												18,330		18,330
	Cellular Phones														0
	Contract Administration												21,447		21,447
	Data Line						5,698								5,698
	Direct S & S						16,620								16,620
	Enhanced Helicopter Response Services							18,488							18,488
	Holiday Pay: Comp & Straight Time												95,814		95,814
	Integrated Law & Justice Agency of Orange County												2,853		2,853
	MDC - Acquisition														0
16.5	MDC - Recurring Cost												52,495		52,495
	On-Call Pay												14,934		14,934
	Overtime			340,041	21,744							7,413			369,198
	Overtime Rate Adjustment			(22,773)											(22,773)
	Patrol Video System (PVS) - Acquisition														0
11.5	Patrol Video System (PVS) - Recurring Costs												31,716		31,716
	Patrol Training Cost Allocation										87,822				87,822
	Retirement Rate Discount, FY 2014-15 (Gross)				(90,267)										(90,267)
	Retirement Rate Discount (Expenses for Interest and Issuance)				11,430										11,430
	Special Services Overtime														0
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.							270,078							270,078
	Revenue/False Alarms													(6,545)	(6,545)
	Revenue/Training Reimbursement													(2,206)	(2,206)
	Subtotal	**$0**	**$0**	**$317,268**	**($57,093)**	**$0**	**$22,318**	**$288,566**	**$0**	**$0**	**$87,822**	**$7,413**	**$279,731**	**($8,751)**	**$937,274**
	FY 2014-15 - FINAL CONTRACT TOTAL	**$2,541,909**	**($18,514)**	**$321,624**	**$2,428,665**	**$168,981**	**$170,523**	**$291,463**	**$143,375**	**$575,335**	**$167,418**	**$66,585**	**$279,731**	**($8,751)**	**$7,128,344**
	FY 2013-14 - FINAL CONTRACT TOTAL	**$2,529,192**	**($6,245)**	**$342,767**	**$2,155,466**	**$169,196**	**$171,509**	**$299,629**	**$151,684**	**$538,937**	**$136,216**	**$66,316**	**$271,978**	**($15,238)**	**$6,811,407**
		0.50%	196.46%	-6.17%	12.67%	-0.13%	-0.57%	-2.73%	-5.48%	6.75%	22.91%	0.41%	2.85%	-42.57%	4.65%
		$12,717	($12,269)	($21,143)	$273,199	($215)	($986)	($8,166)	($8,309)	$36,398	$31,202	$269	$7,753	$6,487	$316,937

5/27/2014 ITEM NO. 6.2.1

ORANGE COUNTY SHERIFF'S DEPARTMENT
LAW ENFORCEMENT CONTRACT: LAGUNA HILLS
FY 2014-15 - Contract - FINAL
Total Contract

FY 2013-14 Contract FINAL	$6,811,407
FY 2014-15 Contract FINAL	$7,128,344
$ Increase over FY 2013-14	$316,937
% Increase over FY 2013-14	4.65%

Components of Cost:	FINAL FY 2013-14	FINAL FY 2014-15	$ Change	% Change	Description
Salaries	$2,529,192	$2,541,909	$12,717	0.50%	Result of two additional positions in Regional/Shared Positions (Investigative Assistant and Deputy Sheriff II) for Traffic and increased portions for Sergeant position allocated to Traffic and Auto Thaft. Includes negotiated salary increase for professional staff positions.
Relief Time	(6,245)	(18,514)	(12,269)	196.48%	Laguna Woods contract used more hours requiring relief coverage; therefore, credit to AL and LH increased.
Overtime	342,767	321,824	(21,143)	-6.17%	Calendar year 2013 overtime usage is reflected in the cost less a FY 2014-15 Overtime Rate Adjustment of $22,773 (credit)for the value of vacant hours placad into the tracking report.
Benefits: Retirement, Health, Unemployment, Wkrs' Comp, Medicare	2,155,466	2,428,665	273,199	12.67%	Detailed breakdown by benefits category is attached. Majority of increase attributed to Retirement Rate increases which resulted from the OCERS 2012 Valuation which included the impact of the change in the assumed interest earnings assumption from 7.75% to 7.25%.
POST Pay (Peace Officers Standards & Training)	169,196	168,981	(215)	-0.13%	Slight reduction in Department average.
Services & Supplies (S&S)	171,509	170,523	(986)	-0.57%	Increased liability cost (from $3,909 per position to $4,235 per position) resulting from Board of Supervisors policy to build up reserve fund. Savings in Direct S&S of $9,138 offsets the increase. Savings results from reduction in training related and equipment expenses.
Transportation	299,629	291,463	(8,166)	-2.73%	Reduction in ovarall miles driven outweighed the increases in mileage rates.
Department Overhead	151,684	143,375	(8,309)	-5.48%	Department Overhead reduced as a result of retirement rate discount applied, reduced expenditures, and increased revenue offset.
Division Overhead	538,937	575,335	36,398	6.75%	Division Overhead increased due to retirement rate offset by retirement rate discount, increased Department Commander cost, and Emergency Communication Bureau.
Training	136,216	167,418	31,202	22.91%	Training Overhead increased due to Training Division increased costs related to recruit training and increased cost for Patrol Training (Field Training) due to increased overtime to backfill positions vacant due to Field Trainee assigned to cities.
County OH (CWCAP)	66,316	66,585	269	0.41%	No change to the rate. Increased cost results from the current CWCAP rate applied to the increased salary and reduced overtime costs.
Other	271,978	279,731	7,753	2.85%	See the attached datailed document.
Ravenue	(15,238)	(8,751)	6,487	-42.57%	Based on actual reimbursements received from POST for employeas assigned to Laguna Hills.
Total	$6,811,407	$7,128,344	$316,937	4.65%	

ORANGE COUNTY SHERIFF'S DEPARTMENT
LAW ENFORCEMENT CONTRACT: LAGUNA HILLS
FY 2014-15 - Contract - FINAL
Other Category

FY 2013-14 Contract FINAL	$271,978
FY 2014-15 Contract - FINAL	$279,731
$ Increase over FY 2013-14	$7,753
% Increase over FY 2013-14	2.85%

	FINAL FY 2013-14	FINAL FY 2014-15	$ Change	% Change	Description
Components of Cost:					
Annual Leave (Pay Downs & Termination Pay)	$29,390	$42,142	$12,752	43.39%	The shared Termination Pay component increased by $9,574 and the City-specific Pay Down component increased by $3,178.
Bilingual Pay	18,561	$18,330	-231	-1.24%	Based on actual usage.
Contract Administration	21,347	21,447	100	0.47%	Includes the addition of one (1) additional Administrative Manager I to the Contracts Unit and updated allocation for administrative functions and other contracts (non-city).
Holiday Pay: Comp & Straight	103,727	$95,814	-7,913	-7.63%	Based on actual usage.
Integrated Law & Justice AOC	2,404	2,853	449	18.68%	Based on allocation to the County and Contract Cities by the ILJAOC and redistributed to sworn positions.
MDC - Recurring Cost	50,046	52,495	2,449	4.89%	Updated study reflects increased unit replacement costs based on actual purchases and competitive bids.
On Call Pay	11,993	14,934	2,941	24.52%	Based on actual usage.
Patrol Video System - Recurring	34,510	31,716	-2,794	-8.10%	Reflects reduction in renegotiated software contract for annual recurring support costs.
Total Changes	$271,978	$279,731	$7,753	2.85%	

5/27/2014 ITEM NO. 6.2.1

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: MAY 27, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: REGULATION OF OVERNIGHT PARKING IN CITY-OWNED PARKING LOTS

RECOMMENDATION: THAT THE CITY COUNCIL INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE 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."

SUMMARY:

City staff has identified overnight vehicle parking in City-owned parking lots at the Laguna Hills Community Center and Sports Complex as conflicting with the City's use of the facilities, fostering undesired vehicle storage and potentially contributing to litter and other nuisance activities. In order for the City to regulate parking on City-owned property and parking lots, specific regulations need to be established by City Council Resolution or Ordinance, and appropriate signage providing notice of the regulations needs to be erected. Staff is proposing amending Chapter 11-12 of the Laguna Hills Municipal Code (LHMC) to address the undesired parking. The Traffic Commission, at its meeting of January 15, 2014, approved staff's recommendation.

BACKGROUND:

The City has been experiencing issues with vehicles parking overnight and being stored in City-owned parking lots, specifically in parking lots at the Laguna Hills Community Center and Sports Complex. These overnight parked vehicles occupy the limited parking spaces that are used for special events at the Community Center and Sports Complex, foster

undesired and uncontrolled vehicle storage and may contribute to nuisance activities. In order to assess this situation, Community Center staff performed a survey of the number of cars parked at the Community Center overnight from December 2, 2013 through December 7, 2013. Each night, staff recorded the cars that were parked in the Sports Complex Parking Lot at 10:00 p.m. At 8:00 a.m. the following morning, staff would check the log from the previous night and identify which cars were still parked at the site. The results indicate an average of 25 cars were parked nightly and 11 would still remain in the parking lot until after 8:00 a.m. Staff performed additional parking surveys on a daily basis from April 24, 2014, to May 11, 2014, and found 30 vehicles routinely parking overnight with upwards of 20 vehicles still parked in the Sports Complex Parking Lot into the morning hours. The Sports Complex parking lot can only park 66 vehicles, and many early morning events at the Sports Complex have been impacted due to the reduced parking space availability caused by the overnight parked vehicles.

In addition to regulating parking at the Laguna Hills Community Center and Sports Complex, staff recommends a similar regulation for the parking lot at Cabot Park. Cabot Park is, by regulation, closed at dusk and no vehicles should remain in the parking lot overnight. The additional parking regulation will allow enforcement of the lot closure.

State law authorizes the City to prohibit, limit, or restrict parking on all City-owned property and parking lots, including establishing specific parking hours, and to issue parking citations for, and/or to tow, vehicles parked in violation of such regulations, provided appropriate signs are erected providing notice of the regulations. (*See California Vehicle Code (CVC) Sections 21113, 22519, 22651 (n), and 40200(a).*) The City's laws pertaining to the stopping, standing, and parking of vehicles within the City are contained within Chapter 11-12 of the Laguna Hills Municipal Code. This Chapter's current provisions specifically address parking regulations only on City streets and highways, but do not expressly apply to parking on off-street City property or parking lots. In order to provide for enforceable parking limits on City property, certain amendments to Chapter 11-12 are necessary. A proposed Ordinance including the necessary amendments to the Municipal Code has been prepared by the City Attorney's Office and is attached to this report.

The proposed Ordinance would add a new Section 11-12.095 to Chapter 11-12 of the LHMC expressly addressing the regulation of parking on City property and parking lots. Proposed new Section 11-12.095 would expressly prohibit overnight parking within the parking lots located at the Laguna Hills Community Center and Sports Complex and at Cabot Park, except as otherwise authorized by the City Manager. This new section would also provide for the future establishment of additional parking regulations at all City facilities by either Resolution or Ordinance, authorize the City Manager to cause appropriate signs to be erected or posted giving clear notice of such regulations, and expressly prohibit the parking of vehicles contrary to the direction of signs posted by the City. The proposed Ordinance would also amend Section 11-12.100 to make violations of this newly added Section subject to the same penalties as other types of parking violations and to expressly authorize the City to tow vehicles illegally parked on City property in

violation of posted signs. The proposed revisions to the LHMC Chapter 11-12 are attached to illustrate the changes being made to the Code in the context of the entire chapter.

Should the need arise for overnight parking at the Community Center and Sports Complex parking lots due to an authorized event, staff will coordinate with the Sheriff's Department and authorize parking as needed, on a case-by-case basis.

FISCAL IMPACT:

The installation of "No Overnight Parking" signs at City-owned parking lots have an estimated cost of $1,000 and funds are available for this work in the Fiscal Year 2013-2014 Public Works Maintenance Budget.

ATTACHMENTS:

- Ordinance
- Revisions to LHMC Chapter 11-12

ORDINANCE NO.

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 is 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 x day of x 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

PROPOSED REVISIONS TO LHMC CHAPTER 11-12

(ADDITIONS IN BOLD / UNDERLINE; DELETIONS IN STRIKEOUT)

Chapter 11-12
STOPPING, STANDING AND PARKING

Sections:

11-12.010 Regulations adopted by City Council.
11-12.020 City Manager to establish and maintain prohibited or restricted no-stopping, no-standing or no-parking zones.
11-12.030 Inventory of parking restrictions.
11-12.040 Violations.
11-12.050 Removal of vehicles from city highways.
11-12.060 Tow-away zone.
11-12.070 Leaving vehicle parked on street in excess of seventy-two (72) hours prohibited.
11-12.080 Oversized vehicle parking regulations.
11-12.090 Oversized commercial vehicle parking regulation.
11-12.100 Enforcement.

11-12.010 Regulations adopted by City Council.
Except as hereinafter provided, regulations pertaining to the stopping, standing or parking of vehicles shall be established by ordinance or resolution of the City Council.

11-12.020 City Manager to establish and maintain prohibited or restricted no-stopping, no-standing or no-parking zones.
The City Manager is authorized to place appropriate signs or markings prohibiting or restricting stopping, standing or parking of vehicles on city highways for purposes and conditions as set forth herein:

A. Bus Stop Zones. For a distance not to exceed one hundred seventy (170) feet for loading and unloading passengers at a bus stop or for a distance not to exceed one hundred fifty (150) feet for loading and unloading children at a school bus stop.

B. Loading Zones. For a distance not to exceed fifty (50) feet in length for the purpose of loading and unloading passengers or materials.

C. Passenger Loading Zones. For a distance not to exceed one hundred (100) feet for the purpose of loading and unloading passengers.

D. School Zones.

1. For a distance not to exceed four hundred (400) feet from either side of any marked school pedestrian crosswalk.

2. Prohibiting parking or restricting parking during specific hours of the day on that side of any street adjacent to any school property when such parking, in the opinion of the City Manager, interferes with pedestrian, bicycle or vehicle traffic, or creates a hazardous situation.

E. Crosswalks. For a distance not to exceed four hundred (400) feet from either side of any marked pedestrian crosswalk.

F. Highway Intersections. For a distance not to exceed four hundred (400) feet on either side of any highway from its intersection with any other highway for purpose of turn lanes or sight distance and visibility.

G. Driveway. For a distance not to exceed four hundred (400) feet adjacent to either side of a driveway entrance to any highway for purpose of sight distance and visibility.

H. Temporary No-Parking Zones. Temporary no parking on any city highway where the use of such highway or a portion thereof is necessary for the cleaning, repair or construction of the highway or the installation of underground utilities; or where the use of the highway or any portion thereof is authorized for a purpose other than the normal flow of traffic; or where the use of the highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size and the parking of such vehicles would prohibit or interfere with such use of movement; provided that signs giving notice that such vehicles may be removed are erected or placed at least twenty-four (24) hours prior to the effective time of such no parking.

I. Railroad Crossing. Prohibit stopping for a distance not to exceed fifty (50) feet from the center line of a railroad track crossing on any highway.

J. Narrow Streets. Prohibit stopping on only one side of a street which is thirty (30) feet or less in width.

11-12.030 Inventory of parking restrictions.

The City Manager shall index and maintain an inventory of all parking restrictions established by the director under the authority of this chapter and furnish a copy thereof to the City Clerk for retention by that office.

11-12.040 Violations.

A. Loading Zones.

1. It is unlawful for the operator of any motor vehicle to park or stop the same in any loading zone for any purpose other than unloading or loading of passengers or materials, provided that no stop for the loading or unloading of passengers shall be made for more than five minutes, or provided that no stop for the loading or unloading of materials shall be made for more than twenty (20) minutes.

2. It is unlawful for the operator of any motor vehicle other than a bus or school bus to stop or park said vehicle in a bus stop zone.

B. Maximum Parking Time Limit. It is unlawful to park or stop a vehicle for a period of time longer than seventy-two (72) consecutive hours upon any city highway.

C. Recreation Vehicle—Camping Overnight. It is unlawful for any person to camp overnight in a recreation vehicle upon any city highway, including any part of the right-of-way thereof. "Recreation vehicle" means a motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy.

D. No-Parking Zones. It is unlawful for any person to park in a designated no-parking, no-stopping, or any time-specific and/or distance-specific no-parking or no-stopping zone when signs or markings are placed giving notice of such prohibition.

E. Vehicle Not in Condition to be Lawfully Operated. Notwithstanding subsection B of this section it is unlawful to park, stop or leave sitting for a period of time longer than twelve (12) consecutive hours upon any public street or highway in the city any vehicle not in a condition to be lawfully operated on the public highways.

F. Vehicle Repair. It is unlawful to repair, dismantle, overhaul or perform any mechanical work upon a vehicle, trailer, camp car, trailer coach or recreational vehicle on any part of any public street or highway in the unincorporated area, except to replace or otherwise repair a tire or to make emergency repairs to enable such vehicle to be removed to a proper place.

G. Trailers and Nonmotorized Vehicles. No person shall at any time park or leave standing a nonmotorized vehicle or camper, regardless of width or length, when it has been detached from its motor vehicle on any public street or highway in the city except for purposes of loading or unloading and for a period not to exceed two hours.

H. Bicycle Lanes. No person shall park or leave standing a vehicle on a designated on-road bicycle lane anywhere on the city arterial highway system, providing signs identifying such a lane and prohibiting parking are posted.

11-12.050 Removal of vehicles from city highways.
The removal of vehicles from a city highway, pursuant to the provisions of the Vehicle Code, Section 22650 et seq., is authorized under the following circumstances:

A. When a vehicle is parked or left standing for seventy-two (72) or more consecutive hours.

B. When a vehicle is illegally parked in violation of any provision of this code forbidding standing or parking and the use of the highway or a portion thereof is necessary for the cleaning, repair or construction of the highway, or for the installation of underground utilities and signs giving notice that such a vehicle may be removed are erected or placed at least twenty-four (24) hours prior to the removal by authorized personnel.

C. Whenever the use of a highway or portion thereof is authorized by the City Council for a purpose other than the normal flow of traffic or for the movement of equipment, articles or structures of unusual size, and the parking of any vehicle would prohibit or interfere with such use or movement, and signs giving notice that such a vehicle may be removed are erected or placed at least twenty-four (24) hours prior to the removal by authorized personnel.

D. Whenever any vehicle is parked or left standing on a highway or portion thereof where such parking has been prohibited by this code. No vehicle may be removed unless signs are posted giving notice of such removal.

11-12.060 Tow-away zone.
Whenever a no-parking area has been established in accordance with the provisions of this code, the City Council may by resolution determine that any one or more of the circumstances described in Section 22651 of the Vehicle Code exist in such area, and may designate such area as a tow-away zone. Whenever the City Council has designated a tow-away zone it shall be the duty of the City Manager to cause signs to be posted, giving notice that any vehicle parked in such tow-away zone may be removed.

11-12.070 Leaving vehicle parked on street in excess of seventy-two (72) hours prohibited.
No person who owns or has possession, custody, or control of any vehicle shall park or store such vehicle upon any public street or dedicated alley for a consecutive period of more than seventy-two (72) hours. The term "store" for purposes of this subsection is defined as the parking or leaving unattended any vehicle in one location for the period described in this section. The term "one location" shall include any movement or relocation or re-parking of such vehicle at least two tenths (.2) of a mile from any prior parking location used within the preceding seventy-two (72) hour period.

11-12.080 Oversized vehicle parking regulations.
No person shall park or leave standing upon any public street or dedicated alley, except for oversized commercial vehicles as defined in Section 11-12.090 below, any vehicle of a length in excess of twenty-five (25) feet, or a width in excess of ninety (90) inches, or a height in excess of ninety (90) inches, or a gross vehicle weight at or in excess of ten thousand (10,000) pounds, except while loading or unloading persons and/or property, not to exceed seventy-two (72) consecutive hours.

11-12.090 Oversized commercial vehicle parking regulation.
No person shall park or leave standing upon any public street or dedicated alley any oversized commercial vehicle, except when loading or unloading persons and/or property or when such vehicle is parked in connection with, and in aid of, the performance of a service to or on property in the block in which such vehicle is left standing, not to exceed twelve (12) consecutive hours. "Oversized commercial vehicle" as used in this section means every self-propelled vehicle of a length in excess of twenty-five (25) feet, or a width in excess of ninety (90) inches, or a height in excess of ninety (90) inches, or having a manufacturer's gross vehicle weight rating of 10,000 pounds or more and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for transportation of property.

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 is 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.

11-12.100 Enforcement.

A. Any violations of Sections 11-12.070, 11-12.080, ~~and/or~~ 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 of 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.