



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, May 26, 2020 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

**Erica Pezold, Mayor Pro Tempore
Don Sedgwick, Council Member**

**Dore J. Gilbert, M.D., Council Member
Dave Wheeler, Council Member**

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

NOTICE REGARDING CORONAVIRUS (COVID-19): This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed online at <http://lagunahillsca.igm2.com/Citizens/Default.aspx>. If you wish to attend the Council meeting in person, the City Council Chambers is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location. If you plan on attending, please follow the California Department of Health Guidelines by washing your hands often, refrain from handshakes and maintain social distance of six feet between individuals.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the May 26, 2020, Council meeting, to please submit your comments by email to be read aloud at the meeting by the City Clerk. Email comments must be submitted to the City Clerk at publiccomments@lagunahillsCA.gov. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting. Electronic comments on agenda items for the May 26, 2020, Council meeting may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Reading of Public Comments: The City Clerk shall read all email comments, provided that the reading shall not exceed three (3) minutes, or such other times as the Council may provide, consistent with the time limit for speakers at a Council meeting. The email comments submitted shall become part of the record of the Council meeting.

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 PEZOLD**ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****2. PUBLIC COMMENTS**

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

3. 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 12, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the May 12, 2020, Regular Meeting.

3.3 Ratification of May 26, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 1, 2020, to May 14, 2020, in the amount of \$371,246.51.

3.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus, and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

Recommendation: That the City Council: 1) Review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related thereto.

3.5 Progress Payment No. 2, Final, for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H

Recommendation: That the City Council approve Progress Payment No. 2, Final, in the net amount of \$84,276.40, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

3.6 Assignment and Assumption Agreement for Traffic Signal Maintenance

Recommendation: That the City Council approve and ratify the City Manager's execution of the Assignment and Assumption Agreement relating to the 2014 Traffic Signal Maintenance Services Agreement between the City of Laguna Hills and Computer Service Company for city-wide traffic signal maintenance services.

3.7 Approval of Fiscal Year 2020/2021 Law Enforcement Services Agreement with the County of Orange

Recommendation: That the City Council approve the Fiscal Year 2020/2021 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

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**4.3.1 Approval of Minutes for May 12, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the May 12, 2020, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS**4.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1. City Manager****6.2. Deputy City Manager/Community Services Director****6.2.1 2020 Fourth of July Event**

Recommendation: That the City Council cancel the 2020 4th of July event and firework show and not execute an agreement with Fireworks America for a fireworks display.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**7.1. Mayor Pro Tempore Pezold****7.1.1 Establishing Local Campaign Contribution Limits for Elective City Office**

Recommendation: Mayor Pro Tempore Pezold recommends that the City Council: (1) Direct the City Clerk and the City Attorney to research the issue of local campaign contribution limits and to prepare a report providing the City Council with more information regarding the law, options, and recommendations for establishing a local campaign contribution limit ordinance; or, in the alternative, (2) Direct the City Attorney to instead prepare a proposed campaign contribution ordinance for City Council consideration by adapting a sample Ordinance for use in Laguna Hills.

7.1.2 Establishing Interim Procedures to Allow for the Operation of Certain Outdoor Business Activities

Recommendation: Mayor Pro Tempore Pezold recommends consideration of City Council direction to the City Manager, requesting the issuance of Executive Orders pursuant to Laguna Hills Municipal Code Chapter 2-32 (Disaster Relief System) and Proclamation No. 20-03-18-01, establishing interim procedures to allow for the operation of certain outdoor businesses activities, and to temporarily suspend enforcement of certain provisions of the Laguna Hills Municipal Code - Title 9 (Zoning and Subdivisions) related thereto.

8. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be June 9, 2020, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, 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 22, 2020, at 5:00 pm.



City Clerk

May 22, 2020

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for May 12, 2020, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the May 12, 2020, Regular Meeting.

ATTACHMENTS:

- 200512 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, May 12, 2020**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:01 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK

INVOCATION: MAYOR HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Erica Pezold	Mayor Pro Tempore	Remote	
Dore J. Gilbert, M.D.	Council Member	Remote	
Don Sedgwick	Council Member	Present	
Dave Wheeler	Council Member	Remote	

1. PRESENTATIONS AND PROCLAMATIONS

2. PUBLIC COMMENTS

Robin Jochims, a resident of Laguna Hills, voiced her concerns regarding safety issues occurring in her neighborhood and reported that an Appreciation Parade will be held on the 14th to thank MemorialCare Saddleback Medical Center healthcare workers.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar with Council Member Wheeler removing Item No. 3.14.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

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 March 10, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the March 10, 2020, Special Meeting.

3.3 Approval of Minutes for March 10, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the March 10, 2020, Regular Meeting.

3.4 Approval of Minutes for March 24, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the March 24, 2020, Special Meeting.

3.5 Approval of Minutes for April 7, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the April 7, 2020, Special Meeting.

3.6 Approval of Minutes for April 9, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the April 9, 2020, Special Meeting.

3.7 Approval of Minutes for April 21, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the April 21, 2020, Special Meeting.

3.8 Approval of Minutes for April 25, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the April 25, 2020, Special Meeting.

3.9 Approval of Minutes for April 28, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the April 28, 2020, Special Meeting.

3.10 Approval of Minutes for May 5, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the May 5, 2020, Special Meeting.

3.11 Ratification of May 12, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from April 3, 2020, to April 30, 2020, in the amount of \$1,432,617.93.

3.12 Third Quarter Financial & Treasurer's Report for Fiscal Year 2019/2020

Recommendation: That the City Council receive and file the Third Quarter Financial and Treasurer's Report for Fiscal Year 2019/2020.

3.13 Civic Center Third Quarter Financial Report for Fiscal Year 2019/2020

Recommendation: That the City Council receive and file the report.

3.15 Grant Application to OCTA for the Environmental Cleanup Program - Phase IX Catch Basin Debris Gate Project, CIP No. 412-I

Recommendation: That the City Council approve the submission of a Grant Application to the Orange County Transportation Authority for the Measure M2 Environmental Cleanup Program for the Phase IX Catch Basin Debris Gate Project and adopt Resolution No. 2020-05-12-1: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing an Application for Funds for the Measure M2 Environmental Cleanup, Tier 1 Grant Program, under Orange County Local Transportation Ordinance No. 3 for the Phase IX Catch Basin Debris Gate Project."

3.16 Resolution Adopting a List of Street Maintenance Projects for Fiscal Year 2020-2021 Funded By SB 1: the Road Repair and Accountability Act of 2017

Recommendation: That the City Council adopt Resolution No. 2020-05-12-2: "A Resolution of the City Council of the City of Laguna Hills, California, adopting a list of street maintenance projects for Fiscal Year 2020-2021 funded by SB1: The Road Repair and Accountability Act of 2017."

3.17 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

Recommendation: That the City Council review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

3.18 Approval of Resolutions Related to the November 3, 2020, General Municipal Election

Recommendation: That the City Council adopt the following Resolutions:

1) Resolution No. 2020-05-12-3, "A Resolution of the City Council of the City of Laguna Hills, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities;" and

2) Resolution No. 2020-05-12-4, "A Resolution of the City Council of the City of Laguna Hills, California, requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on November 3, 2020, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code;" and

3) Resolution No. 2020-05-12-5, "A Resolution of the City Council of the City of Laguna Hills, California, adopting regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at an election to be held on Tuesday, November 3, 2020."

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.14 Amendment No. 3 to Citywide Tree Maintenance Services Agreement with West Coast Arborists, Inc.

Council Member Wheeler removed Item No. 3.14 from the Consent Calendar to request additional information.

Council Member Wheeler was inadvertently disconnected and rejoined the meeting at 7:14 p.m.

Recommendation: That the City Council: (1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.090 pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), for approval of the proposed Amendment No. 3 to the Citywide Tree Maintenance Services Agreement with West Coast Arborists, Inc.; (2) Approve the proposed Amendment No. 3 to the Citywide Tree Maintenance Services Agreement with West Coast Arborists, Inc., extending the term of the Agreement for one year through June 30, 2021; and 3) Authorize the Mayor to sign the attached Amendment No. 3.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

PUBLIC COMMENTS (continued)

Nicole Maldonado, a resident of Laguna Hills, voiced her concerns regarding access to play equipment in parks.

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:23 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Remote	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Present	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for March 10, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the March 10, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Agency Member
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member, Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:24 p.m. Mayor Heft and Council Member Sedgwick were present. Mayor Pro Tempore Pezold, Council Member Gilbert, and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Public Hearing on 2020 Weed, Rubbish, and Refuse Abatement

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report and responded to council requests for additional information.

Mayor Heft opened the public hearing and upon seeing no one rise, closed the public hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing, receive and consider all objections; and (2) Adopt Resolution No. 2020-05-12-6: "A Resolution of the City Council of the City of Laguna Hills, California, issuing an Abatement Order and authorizing the Assistant City Manager/Director of Public Services to commence enforcing weed, rubbish, and refuse abatement against specified parcels of land."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 COVID-19 Local Emergency - City Manager's Status Report

City Manager White gave an oral status report on the COVID-19 Local Emergency, provided an updated version of the California's Pandemic Roadmap attachment, and responded to council requests for additional information.

Recommendation: That the City Council receive an oral report from the City Manager and approve a letter to the Orange County Board of Supervisors regarding COVID-19 Economic Recovery.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Don Sedgwick, Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

Item 6.3.1 was taken out of order on the Agenda by Mayor Heft.

6.3. Community Development Director**6.3.1 Appeal of the City's Draft Regional Housing Needs Assessment (RHNA) for the Sixth Cycle Housing Element**

City Manager White indicated that this Item is being pulled from consideration at this meeting.

Robin Jochims, a resident of Laguna Hills, spoke in opposition of this item.

Recommendation: That the City Council take no action concerning an appeal of the City's Draft Regional Housing Needs Assessment (RHNA) for the Sixth Cycle Housing Element.

6.2. Finance Director**6.2.1 Financial Update - Fiscal Year 2019/2020 Year-End Projections**

Finance Director Reyes reviewed the information provided in the staff report.

Recommendation: That the City Council receive and file the financial update for the Fiscal Year 2019/2020 year-end projections.

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

6.4. Deputy City Manager/Community Services Director**6.4.1 2020 Fourth of July Event**

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the staff report and responded to council requests for additional information.

Recommendation: That the City Council cancel the City of Laguna Hills' 2020 4th of July Event as outlined in Option 1 of this staff report.

A motion was made to table this item and return it to the May 26, 2020, City Council Meeting by Mayor Heft, seconded by Council Member Sedgwick.

A substitute motion was made to move staff's recommendation by Council Member Gilbert, seconded by Mayor Pro Tempore Pezold.

RESULT:	FAILED [2 TO 3]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member
NAYS:	Janine Heft, Mayor; Don Sedgwick, Council Member; Dave Wheeler, Council Member

Mayor Heft called for a vote on the original motion as moved by Mayor Heft and seconded by Council Member Sedgwick.

RESULT:	TABLED [3 TO 2]
MOVER:	Janine Heft, Mayor
SECONDER:	Don Sedgwick, Council Member
AYES:	Janine Heft, Mayor; Don Sedgwick, Council Member; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS

Mayor Pro Tempore Pezold

Mayor Pro Tempore Pezold requested that the issue of campaign donation limits be agendized for the May 26, 2020, meeting and received a second from Council Member Gilbert.

Mayor Pro Tempore requested that the issue of allowing outdoor seating at restaurants be agendized for the May 26, 2020, meeting and received a second from Council Member Gilbert.

Council Member Wheeler

Council Member Wheeler indicated that he would like to receive an update from Merlone-Geier Partners.

Mayor Heft

Mayor Heft reported on a recent tour she took of the Saddleback MemorialCare Medical Center and invited the Council to attend the Appreciation Parade on May 14th to thank MemorialCare Saddleback Medical Center healthcare workers.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 8:51 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of May 26, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of May 26, 2020, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from May 1, 2020, to May 14, 2020, in the amount of \$371,246.51.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from May 1, 2020, to May 14, 2020, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - May 26, 2020
- Warrant Register, Payables Detail Report - May 26, 2020



City of Laguna Hills, CA

Warrant Register - May 26, 2020

By Check Number

Date Range: 05/01/2020 - 05/14/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8817866	B-0304	BEE MAN, THE	05/07/2020	324.00
8817867	C-1022	CDW GOVERNMENT, INC.	05/07/2020	1,139.56
8817868	C-1144	CHARLES ABBOTT ASSOCIATES, INC	05/07/2020	17,257.99
8817869	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	05/07/2020	1,023.43
8817870	C-1139	COMPLETE OFFICE OF CALIFORNIA	05/07/2020	600.17
8817871	C-1176	COMPUTER SERVICE CO.	05/07/2020	4,872.80
8817872	C-0023	COX COMMUNICATION	05/07/2020	211.81
8817873	D-0461	DATA TICKET, INC.	05/07/2020	542.01
8817874	D-0541	DIAMOND ENVIRONMENTAL SERVICES	05/07/2020	2,580.48
8817875	D-0561	DOCU-TRUST LAGUNA VAULT	05/07/2020	75.00
8817876	E-0554	ECONOMICS, INC.	05/07/2020	6,608.00
8817877	E-0504	EL TORO WATER DISTRICT	05/07/2020	5,498.23
8817878	G-0821	G2 CONSTRUCTION INC.	05/07/2020	84,276.40
8817879	H-0848	HDL, COREN & CONE	05/07/2020	2,781.00
8817880	I-0982	IDS GROUP, INC.	05/07/2020	1,444.00
8817881	I-0902	INT'L INST. OF MUNICIPAL CLERK	05/07/2020	135.00
8817882	M-1388	MOBILE MINI, INC.	05/07/2020	82.97
8817883	M-1302	MOULTON NIGUEL WATER DISTRICT	05/07/2020	2,493.89
8817884	O-1546	OFFICE SOLUTIONS	05/07/2020	433.02
8817885	O-1500	ORANGE COUNTY REGISTER	05/07/2020	72.40
8817886	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	05/07/2020	2,654.00
8817887	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	05/07/2020	(1,480.00)
8817887	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	05/07/2020	1,480.00
8817888	P-1829	PEST OPTIONS, INC.	05/07/2020	225.00
8817889	Q-1717	QUADIENT FINANCE USA, INC.	05/07/2020	1,000.00
8817890	Q-1716	QUADIENT LEASING USA, INC.	05/07/2020	498.39
8817891	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	05/07/2020	4,090.00
8817892	R-1855	RICHARD FISHER ASSOCIATES	05/07/2020	1,445.00
8817893	R-1946	RK ENGINEERING GROUP, INC.	05/07/2020	22,619.00
8817894	S-2296	SHUTE, MIHALY WEINBERGER LLP	05/07/2020	190.20
8817895	Z-CS-0302	SNINE, CANDICE	05/07/2020	198.00
8817896	S-1904	SOUTHERN CALIFORNIA EDISON	05/07/2020	448.49
8817897	S-2250	SPARKLETTS	05/07/2020	77.32
8817898	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	05/07/2020	9,409.11
8817899	W-2302	THOMSON REUTERS - WEST	05/07/2020	266.61
8817900	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	05/07/2020	196.54
8817901	W-2448	WEST GATE CONTRACTOR	05/07/2020	9,237.00
8817902	R-1801	WOODRUFF, SPRADLIN & SMART	05/07/2020	49,156.62
8817903	A-0359	ANDERSON PENNA PARTNERS, INC.	05/14/2020	10,030.00
8817904	A-0360	ARC DOCUMENT SOLUTIONS, LLC	05/14/2020	63.46
8817905	B-0304	BEE MAN, THE	05/14/2020	155.00
8817906	B-0437	BRINKS, INCORPORATED	05/14/2020	134.69
8817907	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	05/14/2020	3,115.03
8817908	Z-CD-0255	BURT, CALVIN	05/14/2020	216.00
8817909	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	05/14/2020	1,879.00
8817910	C-1179	CANON SOLUTIONS AMERICA	05/14/2020	12.68
8817911	C-1139	COMPLETE OFFICE OF CALIFORNIA	05/14/2020	313.67
8817912	C-0023	COX COMMUNICATION	05/14/2020	195.86
8817913	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	05/14/2020	341.60
8817914	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	05/14/2020	1,503.00
8817915	Z-CS-0303	GOLD, REBECCA	05/14/2020	50.00
8817916	G-0843	GRIEGO-SANDS, CINDY	05/14/2020	19.78
8817917	I-0942	IRVINE RANCH WATER DISTRICT	05/14/2020	98.27

Attachment: Warrant Register - May 26, 2020 (2131 : Warrant Register, May 26, 2020)

Warrant Register - May 26, 2020

Date Range: 05/01/2020 - 05/14/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8817918	J-1057	JAMEY CLARK, INC.	05/14/2020	986.00
8817919	Z-CD-0147	JIM MURRAY ROOFING INC.	05/14/2020	1,320.00
8817920	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	05/14/2020	13,400.00
8817921	L-1384	LAGERLOF, LLP	05/14/2020	315.00
8817922	Z-CS-0304	LEON, EDGAR	05/14/2020	90.00
8817923	Z-CS-0305	MONTEZ, HOMAR	05/14/2020	90.00
8817924	M-1302	MOULTON NIGUEL WATER DISTRICT	05/14/2020	6,802.21
8817925	N-1474	NIEVES LANDSCAPE, INC.	05/14/2020	248.18
8817926	O-1500	ORANGE COUNTY REGISTER	05/14/2020	72.40
8817927	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	05/14/2020	1,236.50
8817928	Z-CD-0254	RAHEJA, DAKSH	05/14/2020	500.00
8817929	S-1902	SAN DIEGO GAS & ELECTRIC	05/14/2020	9,739.34
8817930	S-1935	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY,	05/14/2020	71,150.28
8817931	S-2305	SECURE GUARD SECURITY SERVICES	05/14/2020	3,675.00
8817932	S-1904	SOUTHERN CALIFORNIA EDISON	05/14/2020	3,881.48
8817933	S-2250	SPARKLETTS	05/14/2020	4.00
8817934	T-2698	TPX COMMUNICATIONS	05/14/2020	538.41
8817935	V-2249	US BANK VOYAGER FLEET SYSTEM	05/14/2020	619.89
8817936	V-2224	VERIZON WIRELESS	05/14/2020	3,623.70
8817937	X-2400	XEROX CORPORATION	05/14/2020	662.64
Total Regular:				371,246.51

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	72	0.00	372,726.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	(1,480.00)
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	73	0.00	371,246.51

Attachment: Warrant Register - May 26, 2020 (2131 : Warrant Register, May 26, 2020)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	72	0.00	372,726.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	(1,480.00)
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	73	0.00	371,246.51

Fund Summary

Fund	Name	Period	Amount
998	POOL	5/2020	371,246.51
			371,246.51



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 05/01/2020 - 05/14/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
05/07/2020	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000478004	Legal Advertising, Mar '20	100-155-624001	2,654.00
05/07/2020	HDL, COREN & CONE	0028012-IN	Property Tax Audit, Apr - Jun '20	100-155-700055	2,781.00
05/07/2020	DOCU-TRUST LAGUNA VAULT	039681	Offsite Data Storage, Apr '20	100-155-700030	75.00
05/07/2020	INT'L INST. OF MUNICIPAL CLERK	040220	Annual Memberships, City Clerk, JL	100-155-610000	135.00
05/07/2020	QUADIENT FINANCE USA, INC.	041720	Postage Replenishment, Mar '20	100-195-625000	1,000.00
05/07/2020	ORANGE COUNTY REGISTER	041720	Subscription, Community Center, 4/25 - 5/23/20	100-310-626000	72.40
05/07/2020	COX COMMUNICATION	041920	Cable, City Hall, Apr '20	100-195-630000	32.19
05/07/2020	COX COMMUNICATION	041920a	WiFi, City Hall, Apr '20	100-195-630000	179.62
05/07/2020	EL TORO WATER DISTRICT	050120	Water Usage, Public Services, Apr '20	100-355-635000	5,498.23
05/07/2020	MOULTON NIGUEL WATER DISTRICT	050120	Water Usage, Public Services, Apr '20	100-355-635000	87.76
05/07/2020	MOULTON NIGUEL WATER DISTRICT	050620	Water Usage, Public Services & Com Ctr, Mar '20	100-310-635100	519.39
05/07/2020	SOUTHERN CALIFORNIA EDISON	050620	Street Lights, Traffic Control, Apr '20	100-355-631000	51.61
05/07/2020	SOUTHERN CALIFORNIA EDISON	050620	Street Lights, Traffic Control, Apr '20	100-355-631400	31.38
05/07/2020	SOUTHERN CALIFORNIA EDISON	050620	Street Lights, Traffic Control, Apr '20	100-355-631900	365.50
05/07/2020	MOULTON NIGUEL WATER DISTRICT	050620	Water Usage, Public Services & Com Ctr, Mar '20	100-355-635000	1,886.74
05/07/2020	BEE MAN, THE	108682	Bee Removal, Public Services, Apr '20	100-355-720701	324.00
05/07/2020	DATA TICKET, INC.	111687	Process Fee, Parking Citations, Mar	100-420-720823	542.01
05/07/2020	WEST GATE CONTRACTOR	12	Graffiti Removal, Public Services, Apr '20	100-355-720500	9,237.00
05/07/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	121257	Street Sweeping Services, Apr '20	100-355-720410	9,409.11
05/07/2020	REAL ESTATE CONSULTING & SERVICES, INC.	13070	Parks Contract Repair, Apr '20	100-355-720701	1,090.00
05/07/2020	REAL ESTATE CONSULTING & SERVICES, INC.	13071	Parks Contract Repair, Apr '20	100-355-720701	3,000.00
05/07/2020	IDS GROUP, INC.	19X063.00-4	Community Center Renovation, CIP No. 513-B	100-600-790600	1,444.00
05/07/2020	G2 CONSTRUCTION INC.	200330	Progress Payment #2 CIP # 412H	100-000-201001	(4,435.60)
05/07/2020	G2 CONSTRUCTION INC.	200330	Progress Payment #2 CIP # 412H	100-600-790600	88,712.00
05/07/2020	RK ENGINEERING GROUP, INC.	200407	Engineering Services, SB-743, Apr '20	100-355-700101	19,019.00
05/07/2020	COMPLETE OFFICE OF CALIFORNIA	2450995-0	Computer Supplies, May '20	100-195-621000	600.17
05/07/2020	SHUTE, MIHALY WEINBERGER LLP	263565	Professional Services, Legal, Mar '20	100-155-700011	190.20
05/07/2020	PEST OPTIONS, INC.	348511	Rodent Control, Public Services, Apr '20	100-355-720700	225.00
05/07/2020	COMPUTER SERVICE CO.	3917-20-004	Traffic Signal Maintenance, Apr '20	100-355-720420	4,872.80
05/07/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	420200367	Street Maintenance, Apr '20	100-355-720400	145.30
05/07/2020	SPARKLETTS	4228482 042420	Operating Supplies, Apr '20	100-195-622000	77.32
05/07/2020	RICHARD FISHER ASSOCIATES	4336	Professional Services, Public Services, Apr '20	100-355-720700	1,445.00
05/07/2020	CHARLES ABBOTT ASSOCIATES, INC	60950	Road Maintenance, Apr '20	100-355-720400	17,257.99
05/07/2020	WOODRUFF, SPRADLIN & SMART	65268-65269	Professional Services Legal, Mar '20	100-155-700010	33,993.36
05/07/2020	WOODRUFF, SPRADLIN & SMART	65268-65269	Professional Services Legal, Mar '20	100-155-700011	116.00
05/07/2020	WOODRUFF, SPRADLIN & SMART	65268-65269	Professional Services Legal, Mar '20	100-225-700012	198.00
05/07/2020	THOMSON REUTERS - WEST	842236059	Subscription, City Clerk, Apr '20	100-155-626000	266.61
05/07/2020	MOBILE MINI, INC.	9008320712	Storage Rental, Community Center, 4/21 - 5/18/20	100-310-641000	82.97
05/07/2020	SNINE, CANDICE	CSPCOV-0014	Refund, Program Fee, R	100-000-451000	159.00
05/07/2020	SNINE, CANDICE	CSPCOV-0015	Refund, Program Fee, R	100-000-451000	39.00
05/07/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20192175	Street Maintenance, Apr '20	100-355-720400	51.24

Attachment: Warrant Register, Payables Detail Report - May 26, 2020 (2131 : Warrant Register, May 26, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 05/01/2020 - 05/14/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
05/07/2020	OFFICE SOLUTIONS	I-01748432	Office/Operating Supplies, Apr '20	100-195-620000	223.57
05/07/2020	OFFICE SOLUTIONS	I-01748432	Office/Operating Supplies, Apr '20	100-195-622000	110.43
05/07/2020	OFFICE SOLUTIONS	I-01748445	Operating Supplies, Apr '20	100-195-622000	99.02
05/07/2020	QUADIENT LEASING USA, INC.	N8284485	Lease - Mailing Equip, Mar - May '20	100-195-641000	498.39
05/07/2020	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	SC12166	Communications Charges, 1/1/20 - 3/31/20	100-420-646000	1,023.43
05/07/2020	CDW GOVERNMENT, INC.	XGM0595	Computer Hardware, Gen Gov, Mar	100-195-940000	1,139.56
05/14/2020	DIVISION OF THE STATE ARCHITECT	033120-Q1	Disability Access Fees, Jan-Mar '20	100-000-221012	1,644.00
05/14/2020	STATE OF CALIFORNIA CALIFORNIA BUILDING STANDARDS COMMISSION	033120-QTR1	Building Standard Fund, Jan-Mar '20	100-000-221011	939.00
05/14/2020	CALIFORNIA BUILDING STANDARDS COMMISSION	033120-QTR1	Building Standard Fund, Jan-Mar '20	100-000-442000	(94.00)
05/14/2020	SAN JOAQUIN HILLS TRANSPORT	042220	Remit, Transportation Corridor Fees, Jan-Mar '20	100-000-221006	71,150.28
05/14/2020	CORRIDOR AGENCY, ORANGE COUNTY REGISTER	042720	Subscription, Comm Ctr, 5/23/20 - 6/20/20	100-310-626000	72.40
05/14/2020	COX COMMUNICATION	042820	WiFi Community Center, Apr '20	100-195-630000	195.86
05/14/2020	IRVINE RANCH WATER DISTRICT	050420	Water Usage, Public Services, Apr '20	100-355-635000	98.27
05/14/2020	GRIEGO-SANDS, CINDY	051320	Mileage Reimbursement, Gen Gov, 3/9/20 - 5/8/20	100-155-613000	19.78
05/14/2020	SAN DIEGO GAS & ELECTRIC	051320	Street Lights, Traffic Control, Apr '20	100-355-631400	9,739.34
05/14/2020	SOUTHERN CALIFORNIA EDISON	051320	Street Lights, Traffic Control, Apr '20	100-355-631900	3,881.48
05/14/2020	MOULTON NIGUEL WATER DISTRICT	051320	Water Usage, Public Services, Apr '20	100-355-635000	6,802.21
05/14/2020	XEROX CORPORATION	099262755	Copier Usage City Hall, 11/20/19 - 12/30/19	100-195-641200	662.64
05/14/2020	ARC DOCUMENT SOLUTIONS, LLC	10627383	Printing Services, Engineering, May	100-600-790600	63.46
05/14/2020	BEE MAN, THE	108911	Bee Removal, Public Services, Apr '20	100-355-720701	155.00
05/14/2020	BRINKS, INCORPORATED	11141723	Courier Fee, Armored Transport, May '20	100-155-625000	134.69
05/14/2020	SPARKLETTES	12194330 042920	Operating Supplies, Comm Ctr, Apr	100-310-622005	4.00
05/14/2020	DIVISION OF THE STATE ARCHITECT	123119-Q4	Disability Access Fees, Oct-Dec '19	100-000-221012	1,772.00
05/14/2020	STATE OF CALIFORNIA CALIFORNIA BUILDING STANDARDS COMMISSION	123119-QTR4	Building Standard Fund, Oct-Dec '19	100-000-221011	1,149.00
05/14/2020	CALIFORNIA BUILDING STANDARDS COMMISSION	123119-QTR4	Building Standard Fund, Oct-Dec '19	100-000-442000	(115.00)
05/14/2020	TPX COMMUNICATIONS	129081073-0	Communications Expense, May '20	100-195-630000	538.41
05/14/2020	COMPLETE OFFICE OF CALIFORNIA	2436989-0	Office Supplies, Comm Ctr, May '20	100-310-620500	98.19
05/14/2020	COMPLETE OFFICE OF CALIFORNIA	2452529-0	Computer Supplies, May '20	100-195-621000	215.48
05/14/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-02.04	City Engineer Services, Apr '20	100-355-700100	3,115.03
05/14/2020	CANON SOLUTIONS AMERICA	4032693073	Copier Usage, Community Services, Apr '20	100-195-641200	12.68
05/14/2020	LAGERLOF, LLP	60357	Legal Services, Apr '20	100-155-700011	315.00
05/14/2020	NIEVES LANDSCAPE, INC.	67338	Monthly and Misc Landscape, Apr '20	100-355-720700	248.18
05/14/2020	JAMEY CLARK, INC.	71818	Graffiti Removal, Public Services, Apr '20	100-355-720500	376.00
05/14/2020	JAMEY CLARK, INC.	71823	Park Repairs, Public Services, May '20	100-355-720701	610.00
05/14/2020	ANDERSON PENNA PARTNERS, INC.	8251	Inspection Services, Apr '20	100-355-700255	10,030.00
05/14/2020	US BANK VOYAGER FLEET SYSTEM	869321927017 COMSVCS	Vehicle Fuel, Apr '20	100-310-613100	102.20
05/14/2020	US BANK VOYAGER FLEET SYSTEM	869322032017 POLSVCS	Vehicle Fuel, Apr '20	100-420-613100	129.89
05/14/2020	US BANK VOYAGER FLEET SYSTEM	869322040017 PUBWKS	Vehicle Fuel, Apr '20	100-355-613100	387.80
05/14/2020	SECURE GUARD SECURITY SERVICES	8814	Legal Services, Apr '20	100-155-700011	3,675.00
05/14/2020	VERIZON WIRELESS	9853333576	Communication Expense, Apr '20	100-000-120000	57.12
05/14/2020	VERIZON WIRELESS	9853333576	Communication Expense, Apr '20	100-195-630000	3,566.58
05/14/2020	RAHEJA, DAKSH	CD-0565-POOLR-0012-20	Refund, Pool Bond, R #5438	100-000-228001	500.00
05/14/2020	BURT, CALVIN	CD-0566-POOLR-0005-20	Refund, C&D Deposit, R #4732	100-000-227001	216.00
05/14/2020	JIM MURRAY ROOFING INC.	CD-0567-BLDR-0353-202	Refund, C&D Deposit, R #6534	100-000-227001	1,320.00
05/14/2020	GOLD, REBECCA	FRFCOV-0004	Refund, Facility Rental, R #1034278.002	100-000-451105	50.00

Attachment: Warrant Register, Payables Detail Report - May 26, 2020 (2131 : Warrant Register, May 26, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 05/01/2020 - 05/14/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
05/14/2020	LEON, EDGAR	FRFCOV-0005	Refund, Facility Rental, R #1034279.002	100-000-451105	90.00
05/14/2020	MONTEZ, HOMAR	FRFCOV-0006	Refund, Facility Rental, R #1034211.002	100-000-451105	90.00
05/14/2020	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	MAR 20 - Revised	Parking Fee Surcharge, Mar '20	100-420-720823	1,236.50
05/14/2020	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 56220	Fingerprint ID System Charges, Apr	100-420-720835	1,503.00
Fund 100 - GENERAL FUND Total:					333,283.17
Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT					
05/07/2020	RK ENGINEERING GROUP, INC.	200408	Traffic Study, Village at Laguna Hills, Apr '20	101-000-223000	3,600.00
05/07/2020	RK ENGINEERING GROUP, INC.	200408	Traffic Study, Village at Laguna Hills, Apr '20	101-000-450000	(3,600.00)
05/07/2020	RK ENGINEERING GROUP, INC.	200408	Traffic Study, Village at Laguna Hills, Apr '20	101-225-700101	3,600.00
05/07/2020	WOODRUFF, SPRADLIN & SMART	65268-65269	Professional Services Legal, Mar '20	101-225-700012	14,849.26
05/14/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	050320	Professional Services, Apr '20	101-000-223000	13,400.00
05/14/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	050320	Professional Services, Apr '20	101-000-450000	(13,400.00)
05/14/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	050320	Professional Services, Apr '20	101-225-700040	13,400.00
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					31,849.26
Fund: 307 - C & D FORFEITED DEPOSITS					
05/07/2020	ECONOMICS, INC.	2017-2018.34	Professional Services, Recycling Program, Apr '20	307-355-700000	6,608.00
Fund 307 - C & D FORFEITED DEPOSITS Total:					6,608.00
Fund: 312 - CASp					
05/14/2020	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	033120-Q1	Disability Access Fees, Jan-Mar '20	312-000-442000	(1,479.60)
05/14/2020	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	123119-Q4	Disability Access Fees, Oct-Dec '19	312-000-442000	(1,594.80)
Fund 312 - CASp Total:					(3,074.40)
Fund: 430 - LOCAL EMERGENCY - COVID-19					
05/07/2020	DIAMOND ENVIRONMENTAL	0002575185	Contract Serv - Sanitation, Cabot Park, May '20	430-420-721505	860.16
05/07/2020	DIAMOND ENVIRONMENTAL	0002575186	Contract Serv - Sanitation, Comm Ctr, May '20	430-420-721505	860.16
05/07/2020	DIAMOND ENVIRONMENTAL	0002575187	Contract Serv - Sanitation, Civic Ctr, May '20	430-420-721505	860.16
Fund 430 - LOCAL EMERGENCY - COVID-19 Total:					2,580.48
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
05/07/2020	IDS GROUP, INC.	19X063.00-4	Community Center Renovation, CIP No. 513-B	600-000-490100	(1,444.00)
05/07/2020	IDS GROUP, INC.	19X063.00-4	Community Center Renovation, CIP No. 513-B	600-255-950513	1,444.00
05/07/2020	G2 CONSTRUCTION INC.	200330	Progress Payment #2 CIP # 412H	600-000-490100	(88,712.00)
05/07/2020	G2 CONSTRUCTION INC.	200330	Progress Payment #2 CIP # 412H	600-254-950412	88,712.00
05/14/2020	ARC DOCUMENT SOLUTIONS, LLC	10627383	Printing Services, Engineering, May	600-000-490100	(63.46)
05/14/2020	ARC DOCUMENT SOLUTIONS, LLC	10627383	Printing Services, Engineering, May	600-255-950513	63.46
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					371,246.51

Attachment: Warrant Register, Payables Detail Report - May 26, 2020 (2131 : Warrant Register, May 26, 2020)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	333,283.17	333,283.17
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	31,849.26	31,849.26
307 - C & D FORFEITED DEPOSITS	6,608.00	6,608.00
312 - CASp	(3,074.40)	(3,074.40)
430 - LOCAL EMERGENCY - COVID-19	2,580.48	2,580.48
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	371,246.51	371,246.51

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	57.12	57.12
100-000-201001	Accounts Payable - Retention	(4,435.60)	(4,435.60)
100-000-221006	SIHTC B	71,150.28	71,150.28
100-000-221011	Building Standards Fee	2,088.00	2,088.00
100-000-221012	SB1186 ADA CASp Fees	3,416.00	3,416.00
100-000-227001	SecurityDeposit-WasteRecycling	1,536.00	1,536.00
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-442000	Building Related Permits	(209.00)	(209.00)
100-000-451000	Recreation Fees	198.00	198.00
100-000-451105	Rec Fees- Outdoor Reservations	230.00	230.00
100-155-610000	Memberships and Dues Expense	135.00	135.00
100-155-613000	Mileage Reimbursement	19.78	19.78
100-155-624001	Advertising - Legal	2,654.00	2,654.00
100-155-625000	Postage & Delivery	134.69	134.69
100-155-626000	Subscriptions & Books	266.61	266.61
100-155-700010	Legal Services-General Counsel	33,993.36	33,993.36
100-155-700011	Legal Services-Litigation	4,296.20	4,296.20
100-155-700030	Professional Svcs- City Clerk	75.00	75.00
100-155-700055	Professional Services -	2,781.00	2,781.00
100-195-620000	Office Supplies	223.57	223.57
100-195-621000	Computer Supplies	815.65	815.65
100-195-622000	Operating Supplies	286.77	286.77
100-195-625000	Postage & Delivery	1,000.00	1,000.00
100-195-630000	Telephone & Communication	4,512.66	4,512.66
100-195-641000	Rent/Lease - Equipment	498.39	498.39
100-195-641200	Rent/Lease - Copier	675.32	675.32
100-195-940000	Computer Hardware & Software	1,139.56	1,139.56
100-225-700012	Legal Services - Community	198.00	198.00
100-310-613100	Vehicle-Fuel	102.20	102.20
100-310-620500	Office Supplies - Comm Ctr	98.19	98.19
100-310-622005	Operating Supplies Comm Ctr	4.00	4.00
100-310-626000	Subscriptions & Books	144.80	144.80
100-310-635100	Utilities - Water Comm Ctr	519.39	519.39
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-355-613100	Vehicle-Fuel	387.80	387.80
100-355-631000	Utilities - Electric	51.61	51.61
100-355-631400	Electric-Street Lights/Signals	9,770.72	9,770.72
100-355-631900	UtilitiesElectricOnBillFinancing	4,246.98	4,246.98
100-355-635000	Utilities - Water	14,373.21	14,373.21
100-355-700100	City Engineer Services	3,115.03	3,115.03
100-355-700101	Traffic Engineer Services	19,019.00	19,019.00
100-355-700255	Improvement Inspection	10,030.00	10,030.00
100-355-720400	Street Maintenance	17,454.53	17,454.53
100-355-720410	Street Sweeping	9,409.11	9,409.11
100-355-720420	Traffic Signal Maintenance	4,872.80	4,872.80
100-355-720500	Graffiti Removal	9,613.00	9,613.00
100-355-720700	Landscape Maintenance Contract	1,918.18	1,918.18

Attachment: Warrant Register, Payables Detail Report - May 26, 2020 (2131 : Warrant Register, May 26, 2020)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-355-720701	Parks Contract Repair	5,179.00	5,179.00
100-420-613100	Vehicle-Fuel	129.89	129.89
100-420-646000	Maint & Rep-Equip & Machinery	1,023.43	1,023.43
100-420-720823	Parking Citation Processing	1,778.51	1,778.51
100-420-720835	Fingerprint Identification Svc	1,503.00	1,503.00
100-600-790600	Transfers Out - Capital Imprv	90,219.46	90,219.46
101-000-223000	Plan Application Deposit	17,000.00	17,000.00
101-000-450000	Planning Fees	(17,000.00)	(17,000.00)
101-225-700012	Legal Services	14,849.26	14,849.26
101-225-700040	Consultant Services, Project	13,400.00	13,400.00
101-225-700101	Consultant Services, Traffic	3,600.00	3,600.00
307-355-700000	Professional Services	6,608.00	6,608.00
312-000-442000	Building Related Permits	(3,074.40)	(3,074.40)
430-420-721505	Contract Services- Janitorial &	2,580.48	2,580.48
600-000-490100	Transfer In- General Fund	(90,219.46)	(90,219.46)
600-254-950412	Water Quality Improvements	88,712.00	88,712.00
600-255-950513	Community Center Renovation	1,507.46	1,507.46
Grand Total:		371,246.51	371,246.51

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	371,246.51	371,246.51
Grand Total:	371,246.51	371,246.51



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

ISSUE: City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus, and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

RECOMMENDATION: That the City Council: 1) Review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related thereto.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of May 8, 2020, there were more than 3.88 million worldwide cases of COVID-19, and 271,000 deaths. Locally, there were 3,092 confirmed cases and 66 deaths in Orange County. Since then, the worldwide cases have increased to more than 5.11 million and the worldwide deaths have increased to more than 337,467. County-wide, the number of confirmed cases has increase from 3,092 to 4,500 and deaths have increased from 66 to 88. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than every fourteen (14) days until the emergency is

Continuing Local Emergency and Confirmation of Executive Orders

May 26, 2020

Page 2

terminated. LHMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Director of Emergency Services/City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National Emergency to provide disaster funding, speed up the United States response to the crisis

Continuing Local Emergency and Confirmation of Executive Orders

May 26, 2020

Page 3

created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten (10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

As to the continuing need for the proclamation of emergency and the rules, measures, and orders issued to date by the City Council, the following facts are instructive. As of May 8, 2020, there were more than 3.88 million worldwide cases of COVID-19, and 271,000 deaths. Locally, there were 3,092 confirmed cases and 66 deaths in Orange County. Between May 8, 2020, and the date of publication of this staff report (May 22, 2020), the worldwide cases have increased to more than 5.11 million and the worldwide deaths have increased to more than 337,467. County-wide cases have increase from 3,092 to 4,500 and county-wide deaths have increased from 66 to 88. These figures continue to grow on a daily basis. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

Continuing Local Emergency and Confirmation of Executive Orders

May 26, 2020

Page 4

It is recommended that the City Council: 1) Review the necessity for continuing the local emergency related to the COVID-19 pandemic; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related hereto. Based on the recommendations of the Director of Emergency Services/City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Order, Director of Emergency Services/City Manager, May 18, 2020

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

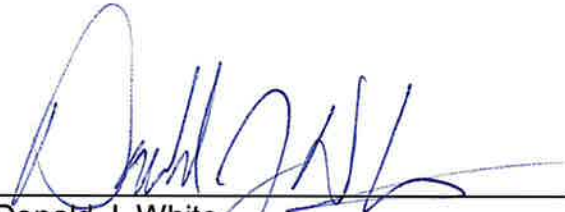
Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


 Donald J. White,
 Director of Emergency Services/
 City Manager

ATTEST:


 Melissa Au-Yeung, City Clerk

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


 MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

**Pursuant to Proclamation No. 20-03-18-01
Declaring the Existence of a Local Emergency**

RE: NOVEL CORONAVIRUS, COVID-19

Issue Date: May 18, 2020

On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

21. All recreation programs and activities, including facility reservations/rentals, are canceled through September 10, 2020. Consequently, the following part-time employees covered by Resolution No. 2018-06-26-02 are furloughed, effective May 25, 2020, indefinitely: Community Services Leader I, Community Services Leader II, and Part-time Receptionist.

22. Existing full-time employees in the Community Services Department will be transitioned to the newly-established Coronavirus Recovery Team and hereby deemed essential. These designated employees are David Reynolds, Daniel Meehan, Todd Smyser, Matt Durham, and Kaylie McDonald.

Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.



Donald J. White
Director of Emergency Services/City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Kenneth Rosenfield, Public Works Director/City Engineer
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Progress Payment No. 2, Final, for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H

RECOMMENDATION: That the City Council approve Progress Payment No. 2, Final, in the net amount of \$84,276.40, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

SUMMARY:

Work on the Water Quality Improvement Catch Basin Debris Gate Project Phase VIII, CIP No. 412H, began on February 3, 2020, and has been completed by G2 Construction, Inc. Work performed included custom fabrication and installation of catch basin debris gates and trash screens. It is proposed to approve the second and final progress payment and record a Notice of Completion to allow for the release of the retention in 35 days, if no liens are filed.

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

Progress Payment No. 2, Final, for Water Quality Improvement Catch Basin Debris Gate Project
May 26, 2020
Page 2

performance of the work. The contractor for this project, G2 Construction, Inc., has submitted the second and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	35' Debris Gate	1	EA	\$4,611.00	\$4,611.00
2	28' Debris Gate	1	EA	\$3,911.00	\$3,911.00
3	21' Debris Gate	5	EA	\$3,191.00	\$15,955.00
4	14' Debris Gate	6	EA	\$2,003.00	\$12,018.00
5	10' Debris Gate	4	EA	\$1,343.00	\$5,372.00
6	7' Debris Gate	5	EA	\$1,115.00	\$5,575.00
7	5' Debris Gate	3	EA	\$706.00	\$2,118.00
8	11' Connector Pipe Screen	5	EA	\$870.00	\$4,350.00
9	7' Connector Pipe Screen	31	EA	\$750.00	\$23,250.00
10	4' Connector Pipe Screen	1	EA	\$630.00	\$630.00
11	Traffic Control	1	EA	\$9,977.00	\$9,977.00
12	Cleaning Catch Basin	21	EA	\$45.00	\$945.00

TOTAL TO DATE	\$250,000.00	
LESS PRIOR BILLING	161,288.00	
TOTAL THIS PERIOD	\$88,712.00	\$88,712.00
LESS 5% RETENTION		\$(4,435.60)
DUE		\$84,276.40

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H.

ATTACHMENTS:

- Notice of Completion G2 CIP 412H

Recording Requested by and
When Recorded Mail to:

Melissa Au-Yeung, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on May 26, 2020.

Description of Improvements

Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H, including custom fabrication and installation of catch basin debris gates.

General Location

Various locations at 119 catch basins throughout the City of Laguna Hills, CA 92653

Owner of Property Address

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

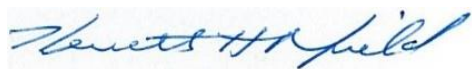
Contractor

G2 Construction, Inc.
1352 E. Borchard Avenue
Santa Ana, CA 92705

This Notice of Completion is executed under authority of a directive from the City Council of the City of Laguna Hills.

I, Kenneth H. Rosenfield, P.E., declare under penalty of perjury that I am the City Engineer of the City of Laguna Hills, that I am familiar with the facts stated in the foregoing Notice of Completion executed for and on its behalf, and that I have read the foregoing Notice of Completion and know the contents thereof to be true.

Dated: May 26, 2020



Kenneth H. Rosenfield, P.E.,
Assistant City Manager/Director of Public Works
City of Laguna Hills



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Assignment and Assumption Agreement for Traffic Signal Maintenance

RECOMMENDATION: That the City Council approve and ratify the City Manager's execution of the Assignment and Assumption Agreement relating to the 2014 Traffic Signal Maintenance Services Agreement between the City of Laguna Hills and Computer Service Company for city-wide traffic signal maintenance services.

SUMMARY:

The City's traffic signal maintenance service provider, Computer Service Company, is being purchased by another firm with equal capability to maintain the City's 48 traffic signals with uninterrupted services. Approval of the Assignment and Assumption Agreement, including ratification of the City Manager's approval thereof, allowing Crosstown Electrical and Data, Inc. to assume the Traffic Signal Maintenance Services Agreement with the City is recommended.

BACKGROUND:

The City maintains its 48 traffic signals through a maintenance services agreement, currently with Computer Service Company ("CSC"). On July 1, 2014, the City and CSC entered into a traffic signal maintenance services agreement entitled "Traffic Signal Maintenance Services Agreement, Computer Service Company (City-Wide Traffic Signal Maintenance Services)," (the "Agreement"), for a contract term of five (5) years ending on June 30, 2019, which may be duly amended, in writing, from time to time by the parties. On July 1, 2019, the City and CSC executed Amendment No. 1 to the Agreement, attached, by which the term of the Agreement, attached, was extended for two (2)

Assignment and Assumption Agreement for Traffic Signal Maintenance

May 26, 2020

Page 2

additional years to June 30, 2021 (the “Term”). The Amendment No. 1, provided the City with uninterrupted city-wide traffic signal maintenance and related services.

By way of written correspondence, attached, dated March 6, 2020, CSC notified the City that it has entered into an agreement with Crosstown Electrical and Data, Inc. (“Crosstown”) to purchase all of CSC’s assets and to take over all of its operations, including the Agreement with the City for city-wide traffic signal maintenance services. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. CSC and Crosstown have requested that the City consent to and allow Crosstown to formally assume CSC’s rights, obligations, and interest under the Agreement for the remainder of the Term of the Agreement – no extensions of the Term are to be permitted.

Crosstown is a well-known and respected electrical contractor working in the traffic signal maintenance and construction field. They were formed in 1998 and have already worked on traffic signals in the City as a part of construction of various traffic signal synchronization projects. Their work has been shown to be of very high quality.

On March 4, 2020, the Governor declared a state of emergency in California in response to the outbreak of the novel COVID-19 virus, and by March 11, 2020, the World Health Organization designated the outbreak of the virus as a pandemic. Subsequently on March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency and statewide emergency declaration, and the closure of City Hall, there is insufficient time for the City to rebid this contract for city-wide traffic signal maintenance services.

Additionally, traffic signal maintenance is a critical service directly associated with both traffic safety and public safety. Accordingly, to maintain uninterrupted traffic signal maintenance services, the City Council is requested to approve and ratify the City Manager’s approval of the attached Assignment and Assumption Agreement between the City, CSC and Crosstown.

Assignment and Assumption Agreement for Traffic Signal Maintenance

May 26, 2020

Page 3

FISCAL IMPACT:

Traffic signal maintenance services costs will remain as is and will not be changed by the approval of the Assignment and Assumption Agreement.

ATTACHMENTS:

- Proposed Assignment and Assumption Agreement, CSC-Crosstown
- CSC to Crosstown Assignment Letter, March 6, 2020
- Traffic Signal Maintenance Services Agreement, Computer Service Company
- Amendment 1 to Traffic Signal Maintenance Services Agreement, Computer Service Company

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2014 TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
COMPUTER SERVICE COMPANY FOR
CITY-WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 7th day of May, 2020, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), COMPUTER SERVICE COMPANY, a California corporation (hereinafter "Assignor"), and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. On July 1, 2014, the City and Assignor previously entered into a traffic signal maintenance services agreement entitled "Traffic Signal Maintenance Services Agreement, Computer Service Company (City-Wide Traffic Signal Maintenance Services)," for a contract term of five (5) years commencing on July 1, 2014, and ending on June 30, 2019 (the "Agreement"), which may be duly amended, in writing, from time to time by the parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be amended and its term extended in writing at any time by mutual consent of the Parties.

B. On July 1, 2019, the City and Computer Services Company executed Amendment No. 1 to the Agreement, by which the parties entered into a mutual written agreement to extend the term of the Agreement for two (2) additional years to June 30, 2021 (the "Term"), in order for Assignor to provide for continued, uninterrupted city-wide traffic signal maintenance and related services ("Amendment No. 1").

C. By way of written correspondence dated March 6, 2020, Assignor and Assignee notified the City that Assignee has entered into an agreement to buy all of Assignor's assets and will take over all of Assignor's operations, including Assignor's Agreement with the City for city-wide traffic signal maintenance services. As a result, Assignor has accepted an offer from Assignee to assign the existing Agreement between Assignor and City to Assignee.

D. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement for the remainder of the Term of the Agreement – no extensions of the Term are to be permitted.

E. Assignee now wishes to assume all of Assignor's rights, obligations, and interest in the Agreement and requests City's consent and authorization to the transfer and assignment of the Agreement to Assignee.

F. On March 4, 2020, the Governor declared a state of emergency in California in response to the outbreak of the novel COVID-19 virus, and by March 11, 2020, the World Health Organization designated the outbreak of the virus as a pandemic. Subsequently on March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare

for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency and statewide emergency declaration, and the closure of City Hall, there is insufficient time for the City to rebid this contract for city-wide traffic signal maintenance services.

G. Accordingly, City, Assignor, and Assignee desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

1. Assignment. As of the effective date of this Assignment, Assignor hereby assigns all of the rights, title, interests, liability, burdens, and obligations of Assignor under the Agreement for the remainder of the Term of the Agreement.

2. Assumption. As of the effective date of this Assignment, Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Assignor under the Agreement for the remainder of the Term of the Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement, and to be subject to all the terms and conditions thereof.

3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4. Notice Address. The Notice Address of Assignee described in Section 10.2 of the Agreement shall be:

Crosstown Electrical & Data, Inc.
 Attention: David P. Heermance, President and Chief Operating Officer
 5454 Diaz Street
 Irwindale, California 91706
 Telephone: (626) 813-6693
 Fax: (626) 869-0192

5. Counterparts. This Assignment may be signed in multiple counterparts, each of which shall constitute an original.

6. Terms and Conditions. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

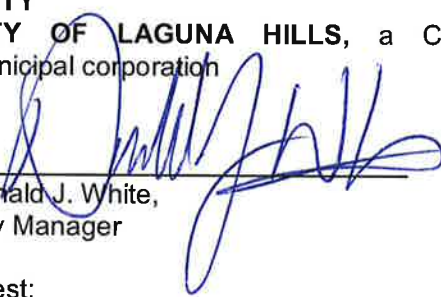
7. Final Approval. Final approval of this Assignment is subject to ratification by the City Council.

[SIGNATURES ON NEXT PAGE]

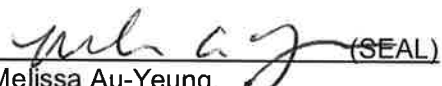
IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

"CITY"

CITY OF LAGUNA HILLS, a California
municipal corporation


Donald J. White,
City Manager

Attest:

 (SEAL)
Melissa Au-Yeung,
Assistant to the City Manager/ City Clerk

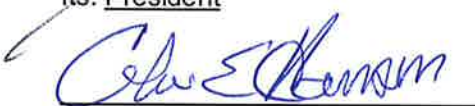
Approved as to form:

Gregory E. Simonian,
City Attorney

"ASSIGNOR"

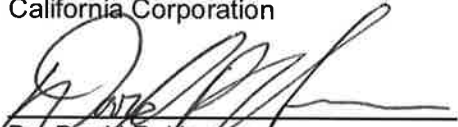
COMPUTER SERVICE COMPANY, a California
Corporation


By: Jerry Davis,
Its: President


By: Calvin Hansen
Its: Secretary

"ASSIGNEE"

CROSTOWN ELECTRICAL & DATA, INC., a
California Corporation


By: David P. Heermance,
Its: President & CEO


By: Andrea Heermance,
Its: Secretary



March 6, 2020

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

Dear Kenneth Rosenfield:

As we have discussed, Crosstown Electrical & Data, Inc. ("Crosstown") has entered into an agreement whereby we will buy all of Computer Services Co's ("CSC") assets and take over all of their operations including the traffic signal maintenance contract with the City of Laguna Hills. The purpose of this letter is to request that you amend the existing Contract referred to above to Crosstown in connection with the sale to Crosstown.

As of the sale date all CSC operations will be merged into that of Crosstown Electrical & Data and CSC corporation will no longer exist and all the personnel, equipment and management from CSC will become part of Crosstown.

Crosstown will agree to the all the terms of the existing contracts and provide all the required insurance.

The sale date is scheduled for March 31st. We would greatly appreciate it if you would amend your contract with CSC to include Crosstown prior to this date.

Please contact the undersigned if you have any questions. We appreciate your cooperation.

Sincerely,

David Heermance – President Crosstown Electrical & Data, Inc

A blue ink signature of David Heermance, written over a horizontal line.

Jerry Davis – President Computer Services Co

A black ink signature of Jerry Davis, written over a horizontal line.

5454 Diaz Street
Irwindale, CA 91706
Phone: 626-813-6693, Fax: 626-869-0192

Attachment: CSC to Crosstown Assignment Letter, March 6, 2020 (2132 : Assignment and Assumption Agreement for Traffic Signal

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 it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, 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 remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. 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.

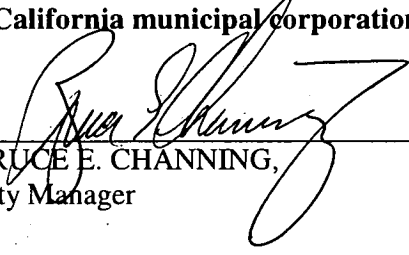
10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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[SIGNATURES ON NEXT PAGE]

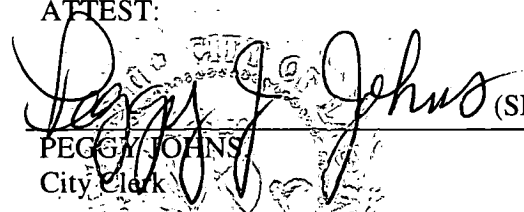
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement of the date first written above.

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



 BRUCE E. CHANNING,
 City Manager

ATTEST:

 (SEAL)

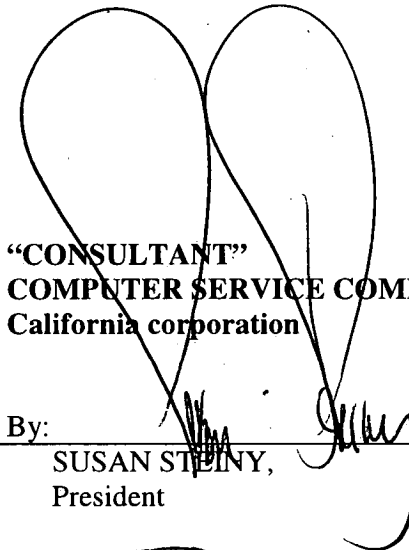
 PEGGY JOHNS,
 City Clerk

APPROVED AS TO FORM:



 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
COMPUTER SERVICE COMPANY, a
 California corporation

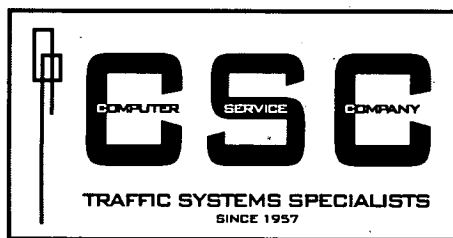
By: 

 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**



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,

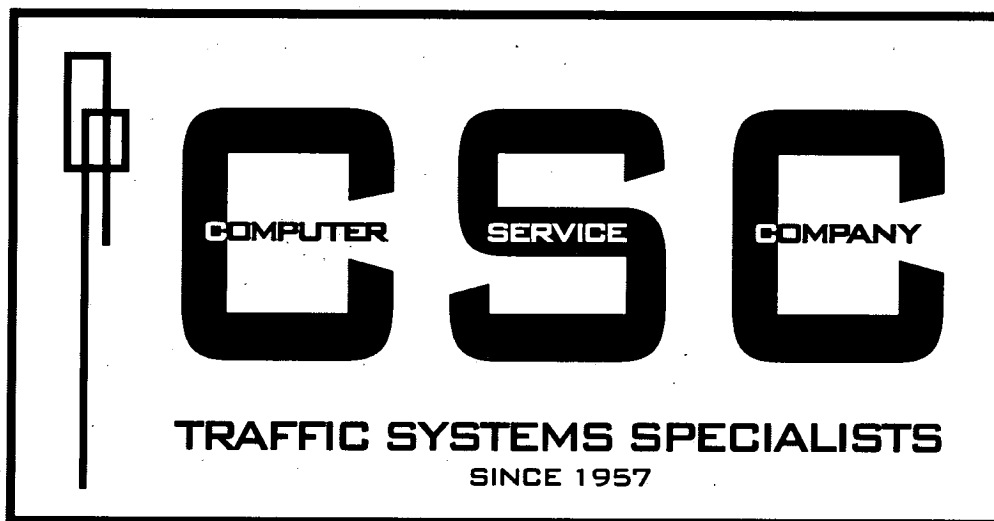
Jeff Telander – Operations Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtlander@computerservco.com

City of Laguna Hills
Request for Proposal - Traffic Signal Maintenance
Issued: April 2, 2014



Table of Contents

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





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

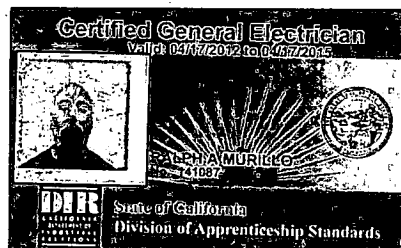
1. Summary Sheet

See attached Exhibit D

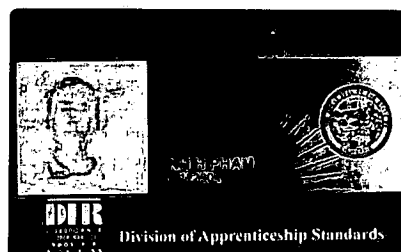
2. Personnel assigned to the Project

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.

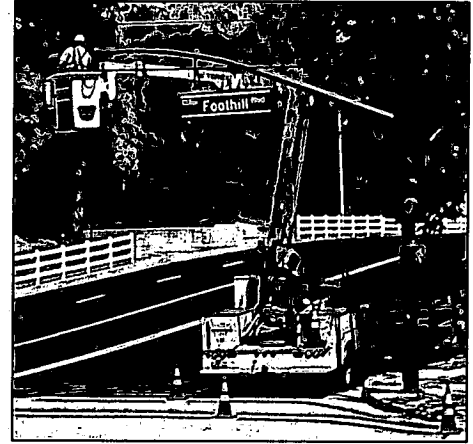
Justin Cataldo – Project Manager: Justin has been a valuable contributor to CSC for over 17 years including roles such as; Project Manager, Field Service Manager, Operations Manager, Maintenance Supervisor and a maintenance technician with our traffic signal construction division. Justin will be the 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

City of Laguna Hills
Request for Proposal - Traffic Signal Maintenance
Issued: April 2, 2014



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.

City of Laguna Hills
Request for Proposal - Traffic Signal Maintenance
Issued: April 2, 2014



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.





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

<u>Item</u>	<u>Quantity</u>
"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:

Firm/Proposer Print Name

Signature

EXHIBIT D

TRAFFIC SIGNAL MAINTENANCE
CONTRACTOR / FIRMS INFORMATIONFirm Name: Computer Service Company

Firm Parent or Ownership: _____

Firm Address: 12907 E. Garvey Ave., Baldwin Park, CA 91706Firm Telephone Number: (951) 738-1444Firm Fax Number: (626) 962-2521Number 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 ManagerTelephone Number: (714) 981-7989 Fax: (626) 962-2521Email: jtelande@computerservco.com

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

Name: Justin Cataldo Title: Project ManagerTelephone Number: (714) 920-4617 Fax: (626) 962-2521Email: jcataldo@computerservco.comTypes of services provided by the firm: Traffic Signal & StreetlightMaintenance

EXHIBIT E

TRAFFIC SIGNAL MAINTENANCE

REQUIRED CITY FORMS (Return with Proposal)

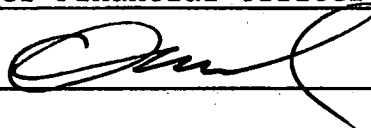
CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTSNAME OF CONTRACTOR/FIRM: Computer Service CompanyDISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:NONEDISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:NONEI declare 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. MauchTitle: Chief Financial OfficerSignature: 

**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: 

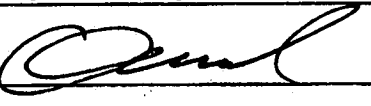
Date: 05/01/2014

**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

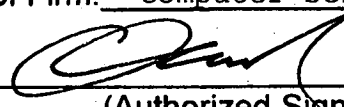
Signature: 

Date: 05/01/2014

EXHIBIT F

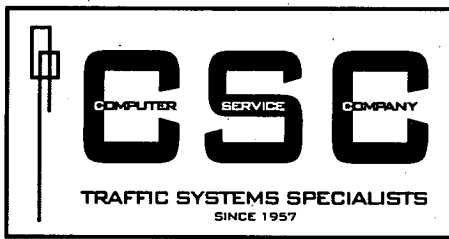
CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

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 CompanyBy: 
(Authorized Signature)Type Name: Vincent P. MauchTitle: Chief Financial OfficerDate: 05/01/2014

Allocation of Resources City of Laguna Hills

[illegible]



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: jtelande@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: <u>Four thousand six hundred sixty seven and seventy five cents.</u>				

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.

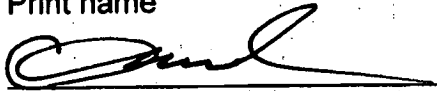
Contractor shall note that the award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

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

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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	\$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	205 50	\$550.00	\$27,500
	Clean, primer, and repaint signal head and mounting surfaces per industry standard color as approved by City	50 205	\$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 upright unit to match existing	10	\$320.00	\$ 3,200
	Purchase, installation and replacement of above-ground tree/wall upright unit to match existing	10	\$345.00	\$ 3,450
	Purchase, installation and replacement of inoperable upright 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.

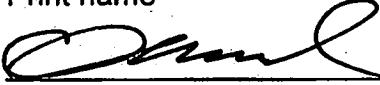
The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement. Thereafter, annually, effective July 1st, the fees may be adjusted consistent with the consumer price index (CPI) for the Los Angeles / Orange County fee for the logging 12 months as of the April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

TABLE OF CONTENTS

Introduction	2
Proposal Schedule	3
Proposal Submittal Requirements	3
General Requirements	6
Scope of Work	Exhibit A
Fee Schedule	Exhibit B
Listing of Worksites	Exhibit C
Contractor/Firm Information	Exhibit D
Required City Forms	Exhibit E
Certification of Proposal	Exhibit F
Traffic Signal Maintenance Services Agreement	Appendix A
Evaluation Procedure	Appendix B

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 Centrac 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 Centrac (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 Centrac 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

-Continue next page-

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: _____

-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: _____

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	\$	\$

-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	\$	\$
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	\$	\$

-Continue next page-

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	EAST/WEST STREET	VENDOR	MODEL	SAFETY LIGHTS SIZE (WATTS)				PTZ CAMERAS
					NW/C	NE/C	SW/C	SE/C	
	NORTH/SOUTH STREET								
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	

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

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: _____

AMENDMENT NO. 1
TO
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
Computer Service Company
(City-Wide Traffic Signal Maintenance Services)

THIS FIRST AMENDMENT to the Computer Services Company Traffic Signal Maintenance Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 1st day of July 2019, 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 "Parties".

RECITALS

A. City and Contractor previously entered into that certain traffic signal maintenance services agreement for electrical and traffic signal engineering, maintenance and related services, which was made and entered into on July 1, 2014 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.3 (Amendments/Modifications) of the Agreement provide that the Agreement may be amended and the term extended in writing at any time by mutual consent of the Parties. City does not have the personnel or the specialized technical expertise or equipment necessary to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on June 30, 2019, by operation of its own terms. By way of correspondence from Contractor to City, dated February 15, 2019, Contractor has requested that that the term of the Agreement be extended for two (2) additional years in order for Contractor to provide continued, uninterrupted traffic signal maintenance and related services to City under the same terms and conditions as set forth in the Agreement and at the same rates, charges, and unit prices established in the Schedule of Compensation/Fees, which is set forth in Exhibit "A" of the Agreement. A copy of Contractor's February 15, 2019 letter requesting a two-year term extension is attached hereto as **Attachment 1**.

C. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for two (2) additional years in order for Contractor to provide for continued, uninterrupted traffic signal maintenance and related services, as defined in the Agreement, under the same terms and conditions as set forth in the Agreement and at the same rates, charges, and unit prices established in the Schedule of Compensation/Fees, which is set forth in Exhibit "A" of the Agreement, as well as to make other modifications and updates to the Agreement. The proposed two (2) year term extension now creates the need to increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$550,000.00 from \$500,000.00 to \$1,050,000.00, which sum shall not exceed \$152,000.00 and \$154,000.00 per Fiscal Year, respectively, during the two-year term extension authorized herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 3.4. entitled "Term." of the Agreement. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

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 seven (7) years, commencing on July 1, 2014 and ending on June 30, 2021.

2. Amendment to Section 2.1. entitled "Maximum Contract Amount." of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

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 One Million Fifty Thousand Dollars (\$1,050,000.00), which sum shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00) for the first Fiscal Year (i.e., from July 1, 2014 through June 30, 2015, which sum shall not exceed One Hundred Thirty-Two Thousand Dollars (\$132,000.00) for the second Fiscal Year (i.e., from July 1, 2015 through June 30, 2016), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the third Fiscal Year (i.e., from July 1, 2016 through June 30, 2017), which sum shall not exceed One Hundred Seventy-One Thousand Dollars (\$171,000.00) for the fourth Fiscal Year (i.e., from July 1, 2017 through June 30, 2018), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the fifth Fiscal Year (i.e., from July 1, 2018 through June 30, 2019), which sum shall not exceed One Hundred Fifty-Two Thousand Dollars (\$152,000.00) for the sixth Fiscal Year (i.e., from July 1, 2019 through June 30, 2020), which sum shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00) for the seventh Fiscal Year (i.e., from July 1, 2020 through June 30, 2021) (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. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

3. Amendment to Section 10.9, entitled "Prevailing Wages," of the Agreement. In accordance with recent changes in state law, Section 10.9 of the Agreement is hereby amended and restated in its entirety to read as follows:

10.9 Prevailing Wages. The City has determined that the Work and Services under the Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. 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, 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 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. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

A. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

B. Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

C. Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

D. Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

E. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

F. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

G. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

H. Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

I. Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section

1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

4. Amendment to Section 10.2., entitled "Notices." of the Agreement. Section 10.2 of the Agreement is hereby amended to reflect Contractor's current address and contact information as follows:

Computer Service Company
Attention: Jerry Davis, President
855 N. Todd Avenue
Azusa, California 91702
(951) 738-1444

5. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
6. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

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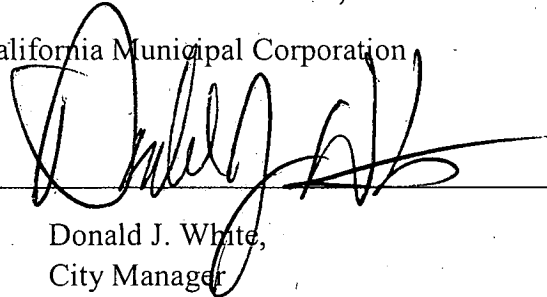
[SIGNATURES ON NEXT PAGE]

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

"CITY"

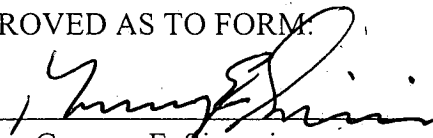
CITY OF LAGUNA HILLS,

a California Municipal Corporation

By: 

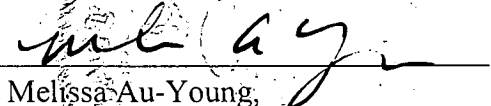
Donald J. White,
City Manager

APPROVED AS TO FORM:

By: 

Gregory E. Simonian,
City Attorney

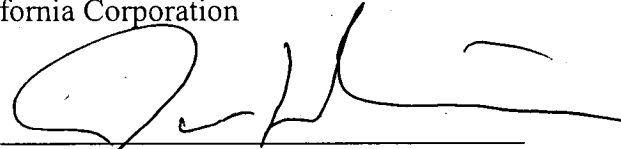
ATTEST:

By: 

Melissa Au-Young,
City Clerk

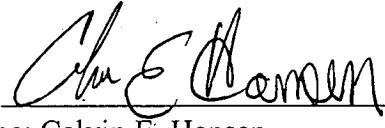
"CONTRACTOR"

COMPUTER SERVICE COMPANY, a
California Corporation

By: 

Name: Jerry Davis,
Its: President

Date: 29 March 2019

By: 

Name: Calvin E. Hansen,
Its: Secretary

Date: 29 March 2019

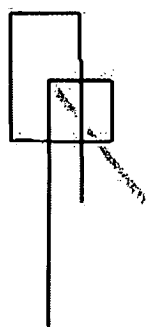
ATTACHMENT "1"

CONTRACTOR'S LETTER REQUESTING TWO-YEAR CONTRACT EXTENSION

DATED: FEBRUARY 15, 2019

FOR

CONTINUED, UNINTERRUPTED TRAFFIC SIGNAL MAINTENANCE SERVICES

**CSC****Computer Service Company***Traffic Signal Maintenance and Systems Specialists**Since 1957*

February 15, 2019

Subject: Contract Extension Request

Dear Mr. Rosenfield,

CSC requests a two-year term extension of our Traffic Signal Maintenance Services Agreement, entered into on July 1, 2014, with the City of Laguna Hills and which will expire, unless extended, on June 30, 2019. CSC makes this term extension request with the understanding and acknowledgement that CSC accepts the same rates and fees as currently in place and that the requested term extension will be under the same terms and conditions as those in the current Traffic Signal Maintenance Services Agreement.

CSC values our opportunity to serve The City of Laguna Hills and we hope to continue to deliver exceptional service and meet the needs of your city. We look forward to building on the working relationship we have developed with the city and it is our hope to continue for many years to come.

In the event further information is needed or you have any concerns or comments please feel free to contact me directly.

Kind Regards,

Jerry Davis

President

(951)738-1444

Attachment: Amendment 1 to Traffic Signal Maintenance Services Agreement, Computer Service Company (2132 : Assignment and



CITY OF LAGUNA HILLS

City Clerk

April 10, 2019

Jerry Davis, President
Computer Service Company
855 N. Todd Avenue
Azusa, CA 91702

Re: Amendment No. 1 to Traffic Signal Maintenance Services Agreement between the City of Laguna Hills and Computer Service Company for City-Wide Traffic Signal Maintenance Services

Dear Mr. Davis:

The City Council of the City of Laguna Hills at its regular meeting held on April 9, 2019, approved the Amendment No. 1 to the Traffic Signal Maintenance Services Agreement between the City of Laguna Hills and Computer Service Company for City-Wide Traffic Signal Maintenance Services.

Enclosed please find your copy of the executed Agreement.

Thank you for your cooperation. If I can be of further assistance, do not hesitate to call me at (949) 707-2635.

Very truly yours,

MELISSA AU-YEUNG
Deputy City Manager/City Clerk

Enclosures

c: Public Services Director/City Engineer

0400-10/CityClerk/Agendas/190410 Let Computer Service Agreement Amendment No 1.doc



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Approval of Fiscal Year 2020/2021 Law Enforcement Services Agreement with the County of Orange

RECOMMENDATION: That the City Council approve the Fiscal Year 2020/2021 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 Fiscal Year 2020/2021 Law Enforcement Agreement with the County of Orange will provide the City with a police services complement of 28.42 full-time equivalent employees, including shared supervisory staffing with the cities of Laguna Woods and Aliso Viejo. The total cost of the agreement is \$8,318,192, representing a 1.27%, or \$104,624, increase over the current fiscal year. The increase in this year's agreement can be largely attributed to a 3.5% Cost of Living Adjustment, scheduled for July 3, 2020. The Fiscal Year Final cost detail is attached to this report. Staff recommends that the City Council approve the Agreement.

Staff continues to work with the other twelve contract cities in the County and with the Orange County Sheriff's Department to achieve cost efficiencies under a new contract model. This is a multi-year work effort.

2020/2021 Law Enforcement Contract

May 26, 2020

Page 2

FISCAL IMPACT:

The Fiscal Year 2020/2021 Law Enforcement Services Agreement cost of \$8,318,192 is within the proposed budget for FY2020/2021.

ATTACHMENTS:

- Fiscal Year 2020/2021 Final Cost Detail
- Fiscal Year 2020/2021 Law Enforcement Services Agreement

CITY OF LAGUNA HILLS

FISCAL YEAR 2019-20

FINAL

(May 29, 2019)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)
Change: Delete (1) Crime Prevention Specialist
Delete (1) DSII-Motor
Delete (1) MDC-Motor
Add (1) DSII- Patrol (No Equipment)

			SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
1	Lieutenant		175,910	0	174,153	0	4,620	0	7,655	22,013	3,957	3,852	0	0	392,160
1	Administrative Sergeant		134,857	0	141,679	12,600	4,620	0	7,655	24,690	3,957	3,229	0	0	333,287
1.33	Patrol Sergeant		179,360	0	188,433	16,758	6,144	0	10,181	32,838	5,263	4,295	0	0	443,272
2	Investigator		237,310	0	252,442	20,374	9,240	0	15,310	99,046	7,914	5,644	0	0	647,280
15	DS II Patrol		1,630,800	0	1,732,530	104,445	69,300	0	114,825	370,350	59,355	37,995	0	0	4,119,600
1	DS II Motorcycle		111,720	0	117,636	6,963	4,620	0	7,655	24,690	3,957	2,599	0	0	279,840
1	DS II - School Resource Officer		108,720	0	115,502	6,963	4,620	0	7,655	24,690	3,957	2,533	0	0	274,640
22.33	Subtotal Safety		\$2,578,677	\$0	\$2,722,375	\$168,103	\$103,164	\$0	\$170,936	\$598,317	\$88,360	\$60,147	\$0	\$0	\$6,490,079
2	Community Services Officer		108,448	0	69,782	0	9,240	0	15,310	49,380	0	2,376	0	0	254,536
	Crime Prevention Specialist														0
2	Subtotal Professional		\$108,448	\$0	\$69,782	\$0	\$9,240	\$0	\$15,310	\$49,380	\$0	\$2,376	\$0	\$0	\$254,536
24.33	TOTAL STAFF		\$2,687,125	\$0	\$2,792,157	\$168,103	\$112,404	\$0	\$186,246	\$647,697	\$88,360	\$62,523	\$0	\$0	\$6,744,615
	REGIONAL / SHARED STAFF														
0.6	Traffic - Sergeant	8.25%	7,326	801	7,214	623	229	355	379	649	196	192	0	0	17,964
4	Traffic - Deputy Sheriff II	8.25%	39,181	3,017	39,376	2,297	1,524	3,631	2,525	4,325	1,305	974	0	0	98,155
2	Traffic - Investigative Assistant	8.25%	10,336	84	7,253	0	762	1,697	1,263	1,712	0	228	0	0	23,335
1	Traffic - Office Specialist	8.25%	4,225	22	2,421	0	381	0	631	856	0	93	0	0	8,629
0.3	Auto Theft - Sergeant	3.85%	1,710	187	1,684	146	61	83	88	152	46	45	0	0	4,202
2	Auto Theft - Investigator	3.85%	9,299	93	9,536	785	405	1,894	590	1,011	305	223	0	0	24,141
1	Auto Theft - Investigative Assistant	3.85%	2,390	5	1,687	0	202	0	295	400	0	52	0	0	5,031
1	Auto Theft - Office Specialist	3.85%	1,985	28	1,126	0	202	0	295	400	0	44	0	0	4,080
1	DET Sergeant	6.38%	8,929	6,440	9,345	804	362	0	488	2,641	252	354	0	0	29,615
1	DET Investigator	6.38%	7,799	6,110	8,341	650	362	0	488	2,641	252	319	0	0	26,962
1	Subpoena - Office Specialist	6.20%	3,192	0	1,819	0	286	0	474	117	0	70	0	0	5,958
2	Courts - Investigative Assistant	11.08%	13,884	392	9,802	0	1,024	285	1,696	417	0	313	0	0	27,813
1	Motorcycle Sergeant + MDC	3.33%	4,599	179	4,721	420	154	490	255	437	132	118	172	0	11,677
17.90	Subtotal		\$114,855	\$17,358	\$104,325	\$5,725	\$5,954	\$8,435	\$9,467	\$15,758	\$2,488	\$3,025	\$172	\$0	\$287,562

Attachment: Fiscal Year 2020/2021 Final Cost Detail (2130 : 2020/2021 Law Enforcement Contract)

CITY OF LAGUNA HILLS

FISCAL YEAR 2019-20

FINAL

(May 29, 2019)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)
Change: Delete (1) Crime Prevention Specialist
Delete (1) DSII-Motor
Delete (1) MDC-Motor
Add (1) DSII- Patrol (No Equipment)

		SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
	Overtime		552,606	39,733							12,102			604,441
	Estimate: Vacancy Credit											(401,003)		(401,003)
	Annual Leave (Pay Downs & Termination Pay)											81,909		81,909
	Contract Administration											25,109		25,109
	Data Line					5,626								5,626
8	E-Citation											8,563		8,563
	Enhanced Helicopter Response Services						20,829							20,829
	Facility Lease					39,027								39,027
	Holiday Pay: Comp & Straight Time											74,423		74,423
	Integrated Law & Justice Agency of Orange County											2,535		2,535
	MDC - Acquisition													0
17.33	MDC - Recurring Cost											63,936		63,936
	Patrol Training Cost Allocation (FTB)									141,678				141,678
	Patrol Video System (PVS) - Acquisition													0
11.33	Patrol Video System (PVS) - Recurring Costs											30,923		30,923
	Premium Pay											83,652		83,652
	Retirement Rate Discount (Expenses for Interest and Issuance)			19,752										19,752
	Retirement Rate Discount (Gross)			(66,968)										(66,968)
	Revenue/False Alarms												(17,255)	(17,255)
	Revenue/Training Reimbursement												(360)	(360)
	Services & Supplies					37,446								37,446
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.						280,726							280,726
	Subtotal	\$0	\$552,606	(\$7,483)	\$0	\$82,099	\$301,555	\$0	\$0	\$141,678	\$12,102	(\$29,953)	(\$17,615)	\$1,034,989
	FY 2019-20 FINAL CONTRACT TOTAL	\$2,801,980	\$569,964	\$2,888,999	\$173,828	\$200,457	\$309,990	\$195,713	\$663,455	\$232,526	\$77,650	(\$29,781)	(\$17,615)	\$8,067,166
	FY 2018-19 - FINAL ADJUSTED TOTAL	\$2,834,532	\$574,008	\$2,841,996	\$168,216	\$230,240	\$310,239	\$198,204	\$664,686	\$238,358	\$78,325	(\$61,412)	(\$11,504)	\$8,065,888
		-1.15%	-0.70%	1.65%	3.34%	-12.94%	-0.08%	-1.26%	-0.19%	-2.45%	-0.86%	-51.51%	53.12%	0.02%
		(\$32,552)	(\$4,044)	\$47,003	\$5,612	(\$29,783)	(\$249)	(\$2,491)	(\$1,231)	(\$5,832)	(\$675)	\$31,631	(\$6,111)	\$1,278

Attachment: Fiscal Year 2020/2021 Final Cost Detail (2130 : 2020/2021 Law Enforcement Contract)

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAGUNA HILLS**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this First day of May 2020, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

12 **WHEREAS**, CITY wishes to contract with COUNTY for law enforcement
13 services; and

14 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
15 authorized in Government Code Sections 51301 and 55632, on the terms and
16 conditions hereinafter set forth,

17 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM.....	3
B. OPTIONAL TERMINATION OR EXTENSION.....	3
C. REGULAR SERVICES BY COUNTY.	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY.	6
E. PATROL VIDEO SYSTEMS.	9
F. LICENSING SERVICES BY CITY.	10
G. PAYMENT.	10
H. NOTICES.....	14
I. STATUS OF COUNTY.....	14
J. STATE AUDIT.	14
K. ALTERATION OF TERMS.....	15
L. INDEMNIFICATION.....	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
N. MOBILE DATA COMPUTERS....	19
O. E-CITATION UNITS.....	21
SIGNATURE PAGE.....	23
Attachment A:	Regular Services by County
Attachment B:	City Ordinances
Attachment C:	Payment
Attachment D:	County Billing Policy
Attachment E:	Forfeited and Seized Asset Policy
Attachment F:	TVAP Resolution
Attachment G:	TVAP Form

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2020 and terminate
3 June 30, 2021 unless earlier terminated by either party or extended in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2021 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2021 and June 30, 2022, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2021 and
17 August 31, 2021 and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2020 through June 30, 2021. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

22 **C. REGULAR SERVICES BY COUNTY:**

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
24 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
25 services as hereinafter provided. Such services shall include the
26 enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

28 //

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, 2020 through June 30, 2021, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A 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 amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 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-3 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

C. REGULAR SERVICES BY COUNTY: (Continued)

CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B 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 B hereto, except the investigations relating to initial applications for which this subsection provides.
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 Attachment A, 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 Attachment C and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-2, 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 Attachment C and the Maximum Obligation originally set forth in

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 Subsection G-2. Prior approval by COUNTY's Board of Supervisors and
3 CITY's Council is required before execution of any amendment that brings
4 the aggregate total of changes in costs payable by CITY to more than one
5 percent (1%) of the total cost originally set forth in Attachment C and the
6 Maximum Obligation originally set forth in Subsection G-2 of this
7 Agreement.

8 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

- 9 1. Enhanced services for events on CITY property. At the request of CITY,
10 through its City Manager, SHERIFF may provide enhanced law
11 enforcement services for functions, such as community events, conducted
12 on property that is owned, leased or operated by CITY. SHERIFF shall
13 determine personnel and equipment needed for such enhanced services.
14 To the extent the services provided at such events are at a level greater
15 than that specified in Attachment A of this Agreement, CITY shall reimburse
16 COUNTY for such additional services, at an amount computed by
17 SHERIFF, based on the current year's COUNTY law enforcement cost
18 study. The cost of these enhanced services shall be in addition to the
19 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
20 SHERIFF shall bill CITY immediately after each such event.
- 21 2. Supplemental services for occasional events operated by private individuals
22 and entities on non-CITY property. At the request of CITY, through its City
23 Manager, and within the limitations set forth in this Subsection D-2,
24 SHERIFF may provide supplemental law enforcement services to preserve
25 the peace at special events or occurrences that occur on an occasional
26 basis and are operated by private individuals or private entities on non-CITY
27 property. SHERIFF shall determine personnel and equipment needed for
28 such supplemental services, and will provide such supplemental services

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

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 representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall 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-2 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

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

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-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

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 Attachment A 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-2 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 Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

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.

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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 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, 2020 through June 30, 2021.

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

E. PATROL VIDEO SYSTEMS: (Continued)

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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

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 set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period

G. PAYMENT: (Continued)

July 1, 2020 through June 30, 2021, shall be \$8,318,192 as set forth in Attachment C.

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2020 through June 30, 2021, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 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, 2020 and June 30, 2021.

4a. At the time this Agreement is executed, there may be 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 2020-21 cost set forth in Attachment C nor in the Fiscal Year 2020-21 Maximum Obligation of CITY set forth in Subsection G-2 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-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel

G. PAYMENT: (Continued)

after July 1, 2020, 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, 2020 and June 30, 2021 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, 2020 through June 30, 2021, and CITY's Maximum Obligation hereunder shall be deemed to have decreased 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, 2020 and June 30, 2021 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

- 4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2020 through June 30, 2021 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 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

G. PAYMENT: (Continued)

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.

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.
6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
7. 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 B hereto. Retention of 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 B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, 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.
8. 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.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

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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

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)

J. STATE AUDIT: (Continued)

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.

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,

1 **L. INDEMNIFICATION: (Continued)**

2 including, but not limited to, any act or omission related to the maintenance
3 or condition of any vehicle or motorcycle that is owned or possessed by
4 CITY and used by COUNTY personnel in the performance of this
5 Agreement, for property damage, bodily injury or death or any other element
6 of damage of any kind or nature, and CITY shall defend, at its expense
7 including attorney fees, and with counsel approved in writing by COUNTY,
8 COUNTY and its elected and appointed officials, officers, agents,
9 employees, subcontractors and independent contractors in any legal action
10 or claim of any kind based or asserted upon such condition of public street
11 or work or property, or illegality or unconstitutionality of a municipal
12 ordinance, or alleged acts or omissions. If judgment is entered against
13 CITY and COUNTY by a court of competent jurisdiction because of the
14 concurrent active negligence of either party, CITY and COUNTY agree that
15 liability will be apportioned as determined by the court. Neither party shall
16 request a jury apportionment.

- 17 2. COUNTY shall indemnify and hold harmless CITY and its elected and
18 appointed officials, officers, agents, employees, subcontractors and
19 independent contractors from any claim, demand or liability whatsoever
20 based or asserted upon any act or omission of COUNTY or its elected and
21 appointed officials, officers, agents, employees, subcontractors or
22 independent contractors related to this Agreement, for property damage,
23 bodily injury or death or any other element of damage of any kind or nature,
24 and COUNTY shall defend, at its expense, including attorney fees, and with
25 counsel approved in writing by CITY, CITY and its elected and appointed
26 officials, officers, agents, employees, subcontractors and independent
27 contractors in any legal action or claim of any kind based or asserted upon
28 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 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 F 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 F. 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 F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

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M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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:
 - Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
 - 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 G. 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.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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 fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 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

N. MOBILE DATA COMPUTERS (Continued)

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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2020 through June 30, 2021.

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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 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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O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are 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 E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2020 through June 30, 2021.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY

O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units 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 E-Citation units.

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1 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT
 2 in the County of Orange, State of California.

3 DATED: _____

4 CITY OF LAGUNA HILLS

5 ATTEST: _____
 6 City Clerk

7 BY: _____
 8 Mayor

8 APPROVED AS TO FORM:

9 BY: _____
 10 City Attorney

11 DATED: _____

12 COUNTY OF ORANGE

13 BY: _____
 14 Chairwoman of the Board of Supervisors
 15 County of Orange, California

16
 17 SIGNED AND CERTIFIED THAT A COPY OF THIS
 18 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
 19 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
 20 Attest:

21 _____
 22 Robin Stieler
 23 Clerk of the Board
 24 County of Orange, California

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

28 BY: Nick Ash
 Deputy

DATED: 5/12/20

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

**"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Patrol	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	0.33	26.40 hrs./per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	15.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	1.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
TOTAL		24.33	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	9.26%
Deputy Sheriff II	Traffic	4.00	9.26%
Investigative Assistant	Traffic	2.00	9.26%
Office Specialist	Traffic	1.00	9.26%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	4.12%
Investigator	Auto Theft	2.00	4.12%
Investigative Assistant	Auto Theft	1.00	4.12%
Office Specialist	Auto Theft	1.00	4.12%
DET:			
Sergeant	DET	1.00	5.73%
Investigator	DET	1.00	5.73%
SUBPOENA:			
Office Specialist	Subpoena	1.00	6.16%
COURTS:			
Investigative Assistant	Courts	2.00	11.70%
Office Specialist	Courts	0.80	11.70%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	3.57%
TOTAL		18.70	

Attachment: Fiscal Year 2020/2021 Law Enforcement Services Agreement (2130 : 2020/2021 Law Enforcement Contract)

ATTACHMENT B

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

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 411,853	\$ 411,853
SUPERVISION:				
Sergeant	Patrol	1.00	\$ 344,949	\$ 344,949
Sergeant	Patrol	0.33	\$ 344,949	\$ 113,833
Sergeant	Administrative	1.00	\$ 344,949	\$ 344,949
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 338,270	\$ 676,540
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	15.00	\$ 284,298	\$ 4,264,470
Deputy Sheriff II -Motor	Traffic	1.00	\$ 289,384	\$ 289,384
ADDITIONAL SERVICES:				
Deputy Sheriff II	School Resource Officer	1.00	\$ 284,298	\$ 284,298
Community Services Officer	Parking Control	2.00	\$ 132,511	\$ 265,022
TOTAL POSITIONS		24.33		\$ 6,995,298

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	9.26%	\$ 24,170
Deputy Sheriff II	Traffic	4.00	9.26%	\$ 125,970
Investigative Assistant	Traffic	2.00	9.26%	\$ 25,781
Office Specialist	Traffic	1.00	9.26%	\$ 10,229
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.12%	\$ 5,379
Investigator	Auto Theft	2.00	4.12%	\$ 27,912
Investigative Assistant	Auto Theft	1.00	4.12%	\$ 5,740
Office Specialist	Auto Theft	1.00	4.12%	\$ 4,494
DET:				
Sergeant	DET	1.00	5.73%	\$ 22,724
Investigator	DET	1.00	5.73%	\$ 23,493
SUBPOENA:				
Office Specialist	Subpoena	1.00	6.16%	\$ 6,135
COURTS:				
Investigative Assistant	Courts	2.00	11.70%	\$ 32,036
Office Specialist	Courts	0.80	11.70%	\$ 9,461
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	3.57%	\$ 12,486
TOTAL REGIONAL/SHARED		18.70		\$ 336,010

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, on-call pay, and education incentive pay; contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for eight (8) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for seventeen and a third (17.33) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven and a third (11.33) units; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2020-21.

TOTAL OTHER CHARGES AND CREDITS	\$ 986,884
TOTAL COST OF SERVICES (Subsection G-2)	\$ 8,318,192

ATTACHMENT D

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.

ATTACHMENT E

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.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF 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 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 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 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.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF 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.

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
- 22661 (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
- 22661 (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 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 22850.6 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.

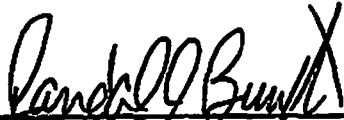
SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in 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 Lautenschlager

ABSTAIN: None

(SEAL)


MARY A. CARLSON, CITY CLERK

Attachment: Fiscal Year 2020/2021 Law Enforcement Services Agreement (2130 : 2020/2021 Law Enforcement Contract)

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY		
	Participating City Request to Purchase From the TVA in FY	Date	
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u> <u>ESTIMATED COST</u>
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 _____ DATE _____ Signature: _____		
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT		
APPROVALS	Recommended For Approval CITY POLICE SERVICES CHIEF MANAGER – TVA PROGRAM		
OCSD BUDGET USE ONLY			



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020
TO: Chair and Agency Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for May 12, 2020, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the May 12, 2020, Regular Meeting.

ATTACHMENTS:

- 200512 PA Minutes

Council Member Wheeler removed Item No. 3.14 from the Consent Calendar to request additional information.

Council Member Wheeler was inadvertently disconnected and rejoined the meeting at 7:14 p.m.

Recommendation: That the City Council: (1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.090 pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), for approval of the proposed Amendment No. 3 to the Citywide Tree Maintenance Services Agreement with West Coast Arborists, Inc.; (2) Approve the proposed Amendment No. 3 to the Citywide Tree Maintenance Services Agreement with West Coast Arborists, Inc., extending the term of the Agreement for one year through June 30, 2021; and 3) Authorize the Mayor to sign the attached Amendment No. 3.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

PUBLIC COMMENTS (continued)

Nicole Maldonado, a resident of Laguna Hills, voiced her concerns regarding access to play equipment in parks.

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:23 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Remote	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Present	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for March 10, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the March 10, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Agency Member
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member, Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:24 p.m. Mayor Heft and Council Member Sedgwick were present. Mayor Pro Tempore Pezold, Council Member Gilbert, and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Public Hearing on 2020 Weed, Rubbish, and Refuse Abatement

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report and responded to council requests for additional information.

Mayor Heft opened the public hearing and upon seeing no one rise, closed the public hearing.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020
TO: Mayor and Council Members
FROM: David Reynolds
 Deputy City Manager
ISSUE: 2020 Fourth of July Event

RECOMMENDATION: That the City Council cancel the 2020 4th of July event and firework show and not execute an agreement with Fireworks America for a fireworks display.

SUMMARY:

On May 12, 2020, The City Council moved to table making decisions about the City's 2020 4th of July event and firework show until the May 26, 2020, City Council meeting. Staff's recommendation at the May 12, 2020, City Council meeting was to cancel the event in its entirety, including the fireworks show, to abide by the Governor's COVID-19 stay-at-home order and the prohibition of the gathering of large crowds. The May 12, 2020, staff report is attached for the City Council's reference.

As of May 21, 2020, Governor Newsom's stay-at-home order (Executive Order N-33-20) is still in effect, and "Public events and gatherings" are specifically listed as "What's Closed" on the California Coronavirus (COVID-19) Response website.¹ Staff does not anticipate that large public gatherings will be permitted by July 4, 2020, and therefore, recommends the cancellation of the 4th of July event for this year and to not execute an agreement with Fireworks America (FA) for a fireworks show.

An alternative to staff's recommendation is to execute an agreement with FA to potentially display a firework show for the 2020 4th of July event. It should be noted that

¹ Stay Home Order FAQs webpage: <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>

2020 Fourth of July Event

May 26, 2020

Page 2

this alternative is for a no attendance firework show since the gathering of crowds is prohibited under the current COVID-19 social distancing measures—the public would be encouraged to watch the fireworks show from home. In the event that the City Council favors this alternative, the City Council should approve the attached Fireworks Display Agreement with FA (Agreement) and authorize the City Manager to execute the Agreement. The proposed Agreement includes FA's requested terms as explained in the "Hot Envelope Memo" dated, May 9, 2020, attached. The following is a summary of some of the important terms of the proposed Agreement which is attached to the staff report as Attachment 1:

- 25% deposit (\$6,625) due upon Agreement signing.
- City can cancel the firework show at any time up until July 4, 2020 for reasons related to the COVID-19 pandemic and reschedule the show to a future date up to Labor Day (9/6/2021). However, the following additional fees will apply for said cancellation:
 - If cancellation notice due to COVID-19 is provided at least 15 days prior to July 4, 2020, no additional fees will apply.
 - If cancellation notice due to COVID-19 is provided less than 15 days prior to July 4, 2020, then the City would incur an additional cost of \$1,300.
 - If cancellation notice due to COVID-19 occurs on July 3, 2020 or after then the City would incur an additional cost of \$3,397.
- FA retains the deposit if the show is rescheduled. If a show does not occur on or before 9/6/2021 then the City would forfeit the deposit.
- The total firework display cost is secured at \$26,500 through 9/6/2021.
- The balance of the firework display (or \$19,875) would be paid after the date of the firing of the show. If this is after July 1, 2021, this expense would not be incurred until the next budget cycle.

2020 Fourth of July Event

May 26, 2020

Page 3

FISCAL IMPACT:

Staff's recommendation to cancel the event this year, including the fireworks show, would save the City approximately \$58,450 during this budget cycle.

The alternative to staff's recommendation, as described in the staff report, would require the execution of the attached Agreement and a 25% deposit of the Firework Display in the amount of \$6,625. Additional fees may apply depending on the timing of the cancellation notice for the July 4, 2020 show due to COVID-19 pandemic. The Firework Display balance of \$19,875 would be due after the firework display is fired. Total cost is \$26,500 for a firework show in addition to any fees incurred for the cancellation of the July 4, 2020 show. Additional costs for potential fencing and public safety resources to mitigate the gathering of large crowds would also need to be factored into overall costs for the 2020 4th of July fireworks show.

ATTACHMENTS:

- Attachment 1 - Fireworks Display Agreement
- Attachment 2 - May 12, 2020, Staff Report
- Attachment 3 - May 9, 2020, Hot Envelope Memo
- Attachment 4 - Fireworks America Letter

ATTACHMENT 1

FIREWORKS DISPLAY AGREEMENT
Fireworks and Stage FX America, LLC.

THIS FIREWORKS DISPLAY AGREEMENT (the "Agreement") is made, entered into, and effective this 26th day of May 2020, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California ("City"), and FIREWORKS AND STAGE FX AMERICA, LLC, a California corporation, dba FIREWORKS AMERICA ("FA").

RECITALS

- A. FA designs, produces, and conducts public fireworks displays; and
- B. City desires to engage FA to design, produce and perform a public fireworks display on July 4, 2020, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. City hereby engages FA to provide to City one public fireworks display ("Display"), and FA accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 FA Duties. FA shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by City) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, FA shall provide the Display in substantial conformance with the duration, quantities and format outlined in the "Celebrate Freedom" Scope of Work, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein. In the event of any inconsistency between the terms contained in Exhibit "A" 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 City Duties. City shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for FA to utilize the Site for the Display.

1.3 FA Performance. As a material inducement to the City entering into this Agreement, FA acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, FA represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the

State of California. FA further represents and warrants that it is skilled in the field of public fireworks displays and that it holds the necessary skills and abilities to satisfy the standard of quality and performance as set forth in this Agreement. FA further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the City.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of all Display services and work.

2. Time and Place. The Display shall take place on July 4, 2020 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Laguna Hills High School located at 25401 Paseo de Valencia, Laguna Hills, CA, between the Tennis Court and Baseball Field, which is adjacent to the Laguna Hills Community Center located at 25555 Alicia Parkway, Laguna Hills, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. City reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead FA pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. FA shall furnish City with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the City by no later than June 12, 2020.

4. Fees, Interest, and Expenses.

4.1 Fee. City agrees to pay FA a fee of \$26,500.00 (Twenty Six Thousand Five Hundred Dollars) ("Display Fee") for the Display. City shall pay to FA \$6,625.00 (Six Thousand Six Hundred Twenty Five Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by City no later than July 18, 2020.

4.2 Interest. In the event that the Display Fee is not paid in a timely manner, City will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance.

4.3 Expenses. FA shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as FA's responsibility under this Agreement. City shall pay all costs related to the Display not supplied by FA including, but not limited to, all

governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. Force Majeure. City agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, pandemic, and other causes beyond the control of FA or City, which may prevent the Display from being safely discharged on the Scheduled Date, including, but not limited to, State or County Health orders restricting the City's ability to conduct the Display or the public's ability to gather and observe the Display. If, for any such reason, the City cancels its 2020 Fourth of July celebration and Display and/or FA is not reasonably able to safely discharge the Display on the Scheduled Date, City may: (i) reschedule the Display on a mutually agreed upon date occurring no later than September 6, 2021, pay to FA any applicable cancellation fees as provided in Subsection 5.1, and the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, pay to FA any applicable cancellation fees as provided in Subsection 5.1, forfeit the Deposit, and be relieved of any obligation to pay to FA the balance of the Display Fee.

5.1 COVID-19 Pandemic Cancellation Fee(s): If the City cancels its 2020 Fourth of July celebration and Display in response to the COVID-19 pandemic it shall pay to FA: (i) no additional fees, if the City notifies FA of the cancellation at least 15 days prior to the Scheduled Date; \$1,300.00 (One Thousand Three Hundred Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date; or \$3,975.00 (Three Thousand Nine Hundred Seventy Five Dollars), if the City notifies FA of the cancellation on or after July 3, 2020.

6. Rescheduling. City shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if City elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$1,325.00 (One Thousand Three Hundred Twenty Five Dollars), if the City notifies FA of the request to reschedule before 12:00 a.m. on July 3, 2020; or (ii) 15% of the Display Fee, or \$3,975.00 (Three Thousand Nine Hundred Seventy Five Dollars), if the City notifies FA of the request to reschedule on or after 12:00 a.m. on July 3, 2020. The Display shall be rescheduled on a mutually agreed upon date occurring no later than six months from the Scheduled Date.

7. Right to Cancel, Substantial Delay or Postponement.

7.1 Right to Cancel. City shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If City elects to cancel the Display prior to the Scheduled Date for any reason, other than force majeure pursuant to Paragraph 5, or other than FA's inability to perform as a result of operator error, or other than malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or other than FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the City shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or \$9,937.50 (Nine Thousand Nine Hundred Thirty Seven Dollars and Fifty Cents), if the City notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$14,906.25 (Fourteen Thousand Nine Hundred Six Dollars and Twenty Five Cents), if the City notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display

Fee, or \$19,875.00 (Nineteen Thousand Eight Hundred Seventy Five Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

7.2 Substantial Delay or Postponement. Both parties agree that the City will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the City as liquidated damages 20% of the Display Fee, or \$5,300.00 (Five Thousand Three Hundred Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the City as liquidated damages 50% of the Display Fee, or \$13,250.00 (Thirteen Thousand Two Hundred Fifty Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the City, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the City as liquidated damages 100% of the Display Fee, or \$26,500.00 (Twenty Six Thousand Five Hundred Dollars).

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the City elects to reschedule or cancel the Display prior to the Scheduled Date, the City shall communicate its decision to Kevin Brueckner of FA at go4pyro@aol.com and/or by phone to (800) 464-7976.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Kevin Brueckner of FA at go4pyro@aol.com and/or by phone to (800) 464-7976. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

9. City Contract Officer. The City Manager, or his/her designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. FA shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within FA's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by FA to determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of FA. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of FA" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. City shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the Site clear. The City shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 500-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* ("NFPA 1123"), as a Fire Safety Zone ("FSZ") from the time the fireworks are delivered to the Site until the lead FA pyrotechnician declares the Site clear. The approximate location and scope of the FSZ is depicted in Exhibit "B" attached hereto. It is understood and agreed that FA will cease the discharge of all fireworks due to any security breach of the FSZ. FA shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the City's failure to maintain the 500-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, City shall be responsible for any property damage to the Laguna Hills High School Tennis Court, Baseball Field, Track and/or Football Field solely within the FSZ caused by ordinary fallout from the Display. City acknowledges and agrees that FA's responsibilities are limited to the Display and that FA is relying on City to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of City made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead FA pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead FA pyrotechnician may, at his/her sole discretion, cancel any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. FA shall establish Display "continuity" (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the City.

13. Contract Subject to Government Regulation. This Agreement and FA's obligations and FA's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or

operation of said exhibition, FA shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The City acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle City to a reduction or abatement in the full contract price.

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The City shall be responsible for any fees associated with these permits, including standby fees. The City shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. FA shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. The City shall be responsible for cleaning the Site and FSZ.

16. Insurance and Indemnification.

16.1 Insurance. FA 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 any and all claims for injuries against persons or damages to property resulting from FA's performance under this Agreement. FA 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 and the Saddleback Valley Unified School District, their elected and appointed officials and 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 FA's obligation to indemnify City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 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 five million dollars (\$5,000,000.00) per occurrence, six million dollars (\$6,000,000.00) in the general aggregate, and six million dollars (\$6,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills and the Saddleback Valley Unified School District as additional insureds;

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, FA's insurance coverage shall be primary insurance as respects City and the Saddleback Valley Unified School District, and their respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City or the Saddleback Valley Unified School District and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of FA'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 and appointed officials and officers, employees, agents, and volunteers.

16.1.2 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.

16.1.3 Verification of Coverage. FA shall furnish City with both certificates of insurance and original 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 by no later than June 12, 2020. City reserves the right to require FA'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.

16.1.4 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 and the Saddleback Valley Unified School District, their elected officials, officers, employees, agents, and volunteers; or, FA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 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 and the Saddleback Valley Unified School District, their directors, officials, officers, employees, agents, and volunteers.

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

17. 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.

18. Substitutions. FA shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle City to a reduction or abatement of the full contract price.

19. 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 FA covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. 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, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

21. 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

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

23. Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of FA, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, FA 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. FA shall not contract with any other entity to perform the Display service and work required without prior written consent of City. If FA is

permitted to subcontract any part of this Agreement by City, FA 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 approved FA subcontractor and City.

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make FA a City employee. During the performance of this Agreement, FA 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 Display services under this Agreement on behalf of FA shall at all times be under FA's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of FA or any of its officers, employees, or agents, except as set forth in this Agreement. FA, 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 FA's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. FA 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 FA in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. FA 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 FA, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to FA as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to FA for the performance of the Display services and work under this Agreement. City shall not be liable for compensation or indemnification to FA, its officers, employees, or agents, for injury or sickness arising out of performing the Display 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 4 herein of any nature relating to salary, taxes, or benefits of FA's officers, employees, servants, representatives, subcontractors, or agents, FA shall indemnify City for all such financial obligations.

25. 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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Notice.** Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication 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 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, CA 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2614

To Fireworks and Stage FX America, LLC:

Fireworks America
 Attention: Kevin T. Brueckner, President
 12485 Highway 67 North
 Lakeside, CA. 92040
 Telephone: (800) 464-7976
 Facsimile: (619) 938-8273

31. Binding Effect. This Agreement shall not be binding on either party until executed by both City and FA.

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

[SIGNATURE ON NEXT PAGE]

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

**“CITY”
City of Laguna Hills**

Date: _____

By: _____
Donald J. White,
City Manager

APPROVED AS TO FORM:

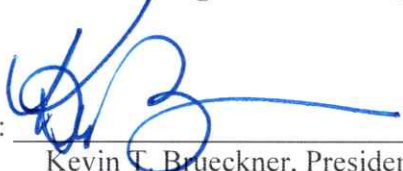
ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Melissa Au-Yeung,
City Clerk

**“FA”
Fireworks and Stage FX America, LLC**

Date: 5/21/20

By : 
Kevin T. Brueckner, President

Date: 5/21/20

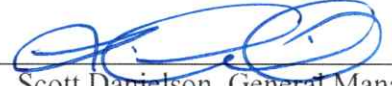
By : 
Scott Danielson, General Manager

EXHIBIT "A"

Scope of Work

for

City of Laguna Hills

2020 Fourth of July Celebration

Attachment: Attachment 1 - Fireworks Display Agreement (2133 : 2020 Fourth of July Event)

City of Laguna Hills



Presents

Celebrate Freedom

A Fireworks Extravaganza

July 4th, 2020

Produced by



"The Difference is Quality"

City of Laguna Hills
Celebrate Freedom
July 4th, 2020

6.2.1.a

National Anthem

Program A

Rockets Red Glare

4" 2

Bombs Bursting In Air

3" 10

Red, White & Blue Finale

3" 10

Aerial Grand Finale

Program A

Color and Multi-Color Finale Shells

3" 300

4" 16

Aerial Flash Salutes

3" 200

Finale Crown

5" 10

Aerial Show Presentation

Aerial Titanium Flash Salutes

3" 20

Color and Multi-Color Aerial Shells

3" 130

4" 60

5" 45

6"

Flitter, Glitter, Electric Color and
Color Changing Shells

3" 100

4" 50

5" 25

Distinctive and Unique Aerial Shells

3" 50

4" 22

5" 12

Streaking Comets & Tiger Tails

3" 10

Premium Aerial Shells

3" 10

4" 10

5" 8

Grand Totals

Aerial Shells

3" 840

4" 160

5" 100

Total Aerial Shells

1100

Program Price

Total Program Price Inclusive of
Insurance, Operator and
Transportation

Cost \$26,500

Show Duration 18 Minutes



Attachment: Attachment 1 - Fireworks Display Agreement (2133 : 2020 Fourth of July Event)

Fireworks America Products

The Quality Difference

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality products and variety which will far surpass those of our competitors.

Product Definitions Are:

Color and Multi-Color include standard one color products and multiple colors such as Chrysanthemums, Peonies and Hearts, Red, Green and Blue, Variegated, etc.

Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: includes Flitter, Glitter, Electric Color and Color Changing Transformation Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

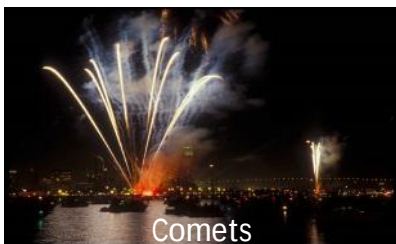
Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Shells feature Distinctive and Unique Aerial Shells including, Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, . Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Special Pattern Shells, Weeping Willow Shells, Shell of Shells and Serpentine Shells, etc..

Compare to our competitors "Special", "Special Effect", or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



City of Laguna Hills
**Show Concept, Services List,
 and Miscellaneous Details**

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of
\$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)
- 6) Music CD/MP3
- 7) Choreography

City of Laguna Hills to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Sand & Sand Removal, if req'd
- 4) Permit Fees
- 5) Standby Firefighter Fees, if req'd
- 6) Sound System and Playback
- 7) Adequate Permit Time as
listed below.

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times**.

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of **60 days** to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

City of Laguna Hills
**Show Concept, Services List,
 and Miscellaneous Details**

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.




**Fireworks
 & Stage FX
 America**



EXHIBIT "B"**Approximate Fire Safety Zone****for****City of Laguna Hills****2020 Fourth of July Celebration****Attachment: Attachment 1 - Fireworks Display Agreement (2133 : 2020 Fourth of July Event)**

Laguna Hills High School
25401 Paseo De Valencia
Laguna Hills, CA 92653



Attachment: Attachment 1 - Fireworks Display Agreement (2133 : 2020 Fourth of July Event)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 12, 2020
TO: Mayor and Council Members
FROM: David Reynolds
 Deputy City Manager
ISSUE: 2020 Fourth of July Event

RECOMMENDATION: That the City Council cancel the City of Laguna Hills' 2020 4th of July Event as outlined in Option 1 of this staff report.

SUMMARY:

Staff estimates that the City of Laguna Hills 4th of July celebration can draw a crowd of approximately 7,000 to 10,000 people per year. To protect the public health during the COVID-19 pandemic, Governor Newsom issued a stay-at-home order which prohibits the gathering of large crowds to help prevent the spread of COVID-19. The City has closed the Community Center and other facilities, and reservations and recreation activities have been suspended until further notice. Staff believes that it is prudent for the City to abide by the State's current stay-at-home order and to follow the State's Pandemic Roadmap, and therefore, is recommending the cancellation of the 4th of July event for this year. Staff reached out to other cities to determine their plans with their respective 4th of July events, and this information is included in this staff report under Table 1. Two options are provided in this staff report for the City Council's consideration. Option 1 is to cancel the event in its entirety which includes all food vendors, rides, activities, live music, and the firework show. The other option, Option 2, is for the City Council to approve the attached Fireworks Display Agreement with Fireworks and Stage FX America, Inc. (Agreement) and direct the City Manager to execute the Agreement for a July 4, 2020, firework show (with no attendant Annual Fourth of July Celebration) requiring a 25% deposit, and with an option to reschedule the firework show through September 6, 2021, as described in this staff report. Staff is recommending Option 1.

2020 Fourth of July Celebration

May 12, 2020

Page 2

BACKGROUND:

The next City event, where large crowds have routinely gathered, is the 4th of July celebration. Hosting this event throughout the years at the Laguna Hills Community Center and Sports Complex, the City has provided the public with a 4th of July celebration which includes carnival rides and games, bouncy houses, non-profit food vendors, live music, kids crafts, and, of course, a firework show. Staff estimates that the crowd size has ranged from 7,000 to 10,000 individuals at each of its 4th of July events throughout the years. In light of the current COVID-19 pandemic, where social distancing measures have been enacted, serious consideration needs to be placed on the viability of the City hosting its 4th of July event this year.

As the City Council is aware, on March 19, 2020, the City Manager issued the Novel Coronavirus, COVID-19 Executive Order, which closed the Community Center and suspended reservations and recreation activity until further notice. Further, all park playground equipment, the skateboard park and hockey rink facilities, and the restrooms at Cabot Park and the Community Center & Sports Complex were also closed until further notice. Additional Executive Orders were executed which cancelled Volunteer Connection Day and the Memorial Day Race events. To date, the City has not opened its recreation facilities and registration for recreation classes/activities is inactive. These facility closures and cancellation of recreation programs and events are in line with the State of California COVID-19 social distancing measures. As of May 7, 2020, Governor Newsom's stay-at-home order (Executive Order N-33-20) is still in effect, and "Public events and gatherings" are specifically listed as "What's Closed" on the California Coronavirus (COVID-19) Response website¹.

Since these Executive Orders were first issued, Community Services staff has run two 4th of July work efforts in parallel: one to continue planning and scheduling for the event, and the other to plan on its cancellation. A question on staff's mind during this pandemic, and indeed on the public's mind, is "how long will the stay-at-home order last?" Governor Newsom shed some light on this question when he provided updates on the State's Pandemic Roadmap. This roadmap presents the four stages the State of California must achieve together before the stay-at-home order is completely lifted and large public gatherings are a consideration. As of the writing of this report, it is anticipated that on May 8th, the entire State will begin to transition from Stage 1 to Stage 2. The final stage of this roadmap, Stage 4, is when we will see the end of the stay-

¹ Stay Home Order FAQs webpage: <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>

2020 Fourth of July Celebration

May 12, 2020

Page 3

at-home order and the return of large events and public gatherings such as concerts. Events such as the City's 4th of July falls into Stage 4—and Stage 4 follows Stage 3 on the Pandemic Roadmap. According to Governor Newsom during a recent press conference, Stage 3 of the Pandemic Roadmap is “months, not weeks, away.”

Understanding the financial impact that COVID-19 pandemic has had on municipalities, and the uncertainty of future 4th of July plans, Fireworks America (FA) sent a letter to the City of Laguna Hills to propose the following:

1. Reduce the firework show deposit to 25%. This is a reduction from \$13,250 to \$6,625.
2. The City can cancel the 2020 firework show up until the scheduled date of the show for reasons related to the COVID-19 pandemic and reschedule the show to a future date up to Labor Day, 2021 (or September 6, 2021).

FA's letter is attached to this staff report and is discussed in the options section of this report.

Staff has worked, as mentioned earlier in this staff report, on the possibility that this year's 4th of July event may unfortunately be cancelled. This work effort included keeping in contact with other municipalities on their plans for the 4th of July, staying updated with COVID-19 mitigation measures, and discussing contract modifications with FA on the firework show agreement. In regards to other municipalities' 4th of July plans, staff has listed the status (at the time of writing this staff report) of other south OC cities events below (see Table 1).

Table 1. South OC Cities/Communities Status on 4th of July Event

City	Status
Aliso Viejo	Undecided. AVCA puts on the show and the AVCA Board will determine on May 11 if the event is going to move forward.
Dana Point	Firework show still on
Irvine	Undecided
Ladera Ranch	CANCELLED
Laguna Niguel	CANCELLED
Laguna Woods	CANCELLED
Laguna Beach	N/A
Lake Forest	CANCELLED 4 th of July parade. City does not host a firework show. HOA at Lake 2 fires a show but undecided this year.
Mission Viejo	Undecided
Rancho Santa Margarita	Undecided. HOA responsible for show
San Clemente	Firework show only. Relocating show from the pier to another location that cannot accommodate gatherings. Encourage residents to stay home and watch the show from home.
San Juan Capistrano	Firework show only

4th of July Options and Staff's recommendation

Option 1: Cancel the 4th of July event and not execute a 2020 agreement with FA for a firework show. (*Staff's Recommendation*)

In recognition of the current prohibition on large public gatherings, as well as the requirement for six-foot social distancing, and to dampen the fiscal impact of the COVID-19 pandemic on the City's budget, staff recommends the cancellation of the 4th of July event this year in its entirety at the Laguna Hills Community Center and Sports Complex. Cancellation will include all rides and activities, food vendors, the band, in addition to the fireworks show. This will save the City in the current budget cycle approximately \$58,450.

This option means that a contract with FA would not be executed for this year's show. Total cost for FA firework show this year is \$26,500. A new contract can be negotiated in 2021 for the 2021 4th of July show, but the following points are important to note according to FA:

- Firework costs may increase by 3% - 10% for the 2021 show
- Deposit will be 50%
- Priority for shows and staffing is first provided to FA multi-year contract clients and clients that execute a contract this year in response to its April 16th letter (see attachment).

Option 2: Execute the FA Agreement attached to this staff report for a July 4, 2020 firework show (with no attendant Annual Fourth of July Celebration) requiring a 25% deposit, and with an option to reschedule the firework show through September 6, 2021.

Under this option, the City Council would approve the attached Fireworks Display Agreement with FA (Agreement) and direct the City Manager to execute the Agreement. This action would secure a spot for FA to potentially shoot fireworks this year at the Laguna Hills High School property (or possibly at the Community Center and Sports Complex). In the event that the show is cancelled for reasons related to the COVID-19 pandemic, the show can be rescheduled up to Labor Day next year. Crowd control measures would need to be enacted such as road closures and closures of the High School and Community Center and Sports Complex to prevent the assembly of

2020 Fourth of July Celebration

May 12, 2020

Page 5

spectators. However, these measures would not dissuade individuals from gathering in large crowds at vista points to view the show such as the water tower next to Mendocino Park, at Mendocino Park, or the hill below the park, for examples. Staff views this as highly problematic if we are to align with the State's social distancing measures. Moreover, upon cancellation of other firework shows in the general region, the City may experience increased individuals attempting to get a closer vantage point to our fireworks display; and consequently, will crowd shopping center parking lots, public parks, and streets around both the High School and the Community Center and Sports Complex.

This option is only for a firework show during the stay-at-home order. In accordance to Option 1 and staff's recommendation, all other aspects of the event (i.e. the rides, entertainment, and food vendors, etc.) are also cancelled during the stay-at-home order. In addition, the Community Center and Sports complex and other City Parks will be closed so as to prohibit the congregation of crowds to watch the show. This may require additional OC Sheriff personnel to be assigned to the property for crowd control and to direct individuals away for the Community Center and Sports Complex. Laguna Hills residents and the general public will be directed to watch the show from their homes. When the stay-at-home order is lifted, however, an audience would be permitted to watch the show from the Community Center and Sports Complex property.

Here are some additional points about this option in regards to FA's Agreement:

- 25% deposit (\$6,625) due upon Agreement signing.
- City can cancel the firework show at any time up until July 4, 2020 for reasons related to the COVID-19 pandemic and reschedule the show to a future date up to Labor Day (9/6/2021).
- FA retains the deposit if the show is rescheduled.
- The total firework display cost is secured at \$26,500 through 9/6/2021.
- The balance of the firework display (or \$19,875) would be paid after the date of the firing of the show. If this is after July 1, 2021, this expense would not be incurred until the next budget cycle.

2020 Fourth of July Celebration

May 12, 2020

Page 6

FISCAL IMPACT:

Staff's recommendation to cancel the event this year, Option 1 of this staff report, would save the City approximately \$58,450 during this budget cycle.

Option 2 of this staff report would require the execution of the attached FA Agreement and a 25% deposit of the Firework Display in the amount of \$6,625. The Firework Display balance of \$19,875 would be due after the firework display is fired. Total cost is \$26,500.

ATTACHMENTS:

- Attachment 1 - Fireworks America Letter
- Attachment 2 - Fireworks Display Agmt (2020)

Attachment 3

CITY OF LAGUNA HILLS



MEMORANDUM

DATE: May 9, 2020

TO: City Council

FROM: David Reynolds

SUBJECT: Agenda Item No. 6.4, 2020 Fourth of July Event

Staff negotiated terms with Fireworks Works America (FA) based on the letter received from FA, dated April 16, 2020. This letter is attached to the staff report. The proposed Agreement attached to the staff report reflects staff's understanding of the proposed terms in the letter which were discussed and confirmed with FA, and subsequently incorporated into the proposed Agreement. Per the proposed Agreement, the City has the option to cancel the July 4, 2020 firework show for reasons related to the COVID-19 pandemic up to and including the day of the show and then reschedule to a future date up to Labor Day 2021 (September 6, 2021). Under this scenario, FA would retain the 25% deposit (\$6,625.00) and be entitled only to payment of the remaining display fee following completion of the rescheduled firework show. However, after the meeting agenda for the May 12, City Council meeting was published and posted, FA requested revisions be made to the proposed Agreement to compensate FA for the costs they would incur if the City exercises its option to cancel the July 4, 2020 firework show.

FA explained that they would have additional costs to pack the show prior to the event and also when the pyrotechnical crew is onsite to setup the show. These costs are in addition to the 25% deposit that FA would retain if the City were to cancel and reschedule the show. FA has requested the proposed Agreement be revised to provide that if the July 4, 2020 firework show is cancelled and rescheduled to a future date in response to the COVID-19 pandemic:

1. FA would retain the 25% deposit, and would be entitled only to payment of the remaining display fee following completion of the rescheduled firework show if the City notifies FA of the cancellation at least 15 days prior to July 4, 2020;

2. FA would retain the 25% deposit, and would be entitled to (1) payment of the remaining display fee following completion of the rescheduled firework show, and (2) payment of an additional \$1,300 fee to cover packing costs (truck rentals and labor) if the City notifies FA of the cancellation less than 15 days prior to July 4, 2020; or
3. FA would retain the 25% deposit, and would be entitled to (1) payment of the remaining display fee following completion of the rescheduled firework show, and (2) payment of an additional \$3,975 fee to cover set-up costs (labor and workers' compensation insurance) if the City notifies FA of the cancellation on July 4, 2020.

The City Attorney would need to review and incorporate FA's requested revisions into a modified Agreement. If the City Council is in favor of Option 2 of the staff report, inclusive of the additional fee provisions requested by FA, then the following direction would need to be provided by the City Council.

1. Approve the proposed Agreement as modified by FA's requested revisions as described in staff's Memo to City Council, dated May 9, 2020, incorporated therein, and in a form approved by the City Attorney; and
2. Direct the City Manager to execute the modified Agreement for a July 4, 2020 firework show (with no attendant Annual Fourth of July Celebration) requiring a 25% deposit, and with an option to reschedule the firework show though September 6, 2021 subject to additional fees.



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April 16th, 2020

Dan Meehan
25555 Alicia Parkway
Laguna Hills, CA 92653

Dear, Mr. Meehan

Together we are facing a truly unprecedented situation. The Global Corona Virus Pandemic is affecting all of our families, our businesses, our municipalities, our communities and our way of life. During this time, we wanted to reach out and update you on how we are approaching this situation.

First and foremost, our hearts go out to anyone who has been impacted by the virus, either directly or indirectly. Our thoughts are especially with those who are sick to whom we extend our heartfelt wish for full recovery. We are truly inspired by the selfless health care workers around the world who are on the front lines working tirelessly to care for people in need.

With an uncertain future we know it is difficult to plan ahead. To this end we are proposing the following creative solution that will meet your needs once we have a path forward. As you know, it takes a fair amount of pre-planning and labor to put together a fireworks display. Several hundred-man hours are required to make those fireworks magically appear on show day.

To allow us adequate time to safely and properly pack your display, whenever it may be, we propose the following:

- 1) Plan for your display and sign a contract by May 1, 2020. There will be no charge to move the dates as the path forward becomes clearer. If circumstances dictate a postponement to 2021 then you have pre-planned next year's display. We can then move forward packing your display in a safe and efficient manner.
- 2) We understand that municipalities are being burdened with other costs right now like obtaining PPE, etc. Because of that we will take a 50% reduction in our deposit requirements. While we normally receive a 50% deposit to get started on your display, we will accept a 25% deposit due on May 15, 2020. This will allow us to pack your show in good faith knowing that, at some point, it will happen.
- 3) Should the need arise, postpone your show to any future date up to Labor Day, 2021. If it turns out the Governor will not allow gatherings on July 4th we can reschedule to Labor Day or any future date you choose. All we ask is enough notice to get permits and pyrotechnicians in place. Only shows planned for the 4th of July this year can be re-scheduled for July 4th, 2021.

We have an amazing team at Fireworks America that is here for you. This moment reminds us that we're all connected like never before. We're called upon to be our best selves, with patience, understanding and compassion. On behalf of all of us at Fireworks America, we're committed to being your partner and persevering together in all the days and years ahead.

As we go forward, we'll be sure to keep you updated, and know that we always value your questions, ideas and feedback.

Sincerely,



Kevin T. Brueckner, President



J. Scott Danielson, General Manager



Matt Biolchino, Regional Manager



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020
TO: Mayor and Council Members
FROM: Erica Pezold
Council Member
ISSUE: Establishing Local Campaign Contribution Limits for Elective City Office

RECOMMENDATION: Mayor Pro Tempore Pezold recommends that the City Council: (1) Direct the City Clerk and the City Attorney to research the issue of local campaign contribution limits and to prepare a report providing the City Council with more information regarding the law, options, and recommendations for establishing a local campaign contribution limit ordinance; or, in the alternative, (2) Direct the City Attorney to instead prepare a proposed campaign contribution ordinance for City Council consideration by adapting a sample Ordinance for use in Laguna Hills.

SUMMARY:

The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits. As such, a person has been able to contribute any amount that he or she chooses to a candidate for the Laguna Hills City Council. If the City Council doesn't act to impose local campaign contribution limits, this will continue to be the case until the new AB 571 default limit becomes effective on January 1, 2021. However, if the City Council were to adopt its own local campaign contribution ordinance, the local limit could become effective prior to the November 3, 2020, general election. As Mayor Pro Tempore, it is my recommendation that the City Council enact a campaign contribution limit so that it becomes effective prior to the next election.

BACKGROUND:

Under existing law, cities have the ability to adopt campaign contribution ordinances that apply to elections within their jurisdictions. Cities generally have a significant

Establishing Local Campaign Contribution Limits for Elective City Office

May 26, 2020

Page 2

amount of latitude when developing local campaign contribution ordinances that apply to elections in those cities' jurisdiction. Such campaign contribution ordinances adopted by cities in California vary significantly in terms of their scope. Some local ordinances are very limited and short, while others are much more extensive and complex.

As previously advised by the City Attorney, effective January 1, 2021, Assembly Bill 571 establishes for the first-time default campaign contribution limits for candidates running for elective county and city office at the same level as the limit on campaign contributions from individuals to candidates running for elective state office. The current limit under this provision is \$4,700 per contributor per election. Beginning on January 1, 2021, local campaign contributions made to candidates running for elective county and city office will be limited to the same cap imposed on the elective state offices of Assembly and Senate, unless cities have established their own local limitation.

This new law, however, permits a city to establish its own local campaign contributions limits, whether higher or lower, which would prevail over the new statutory default limits. The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits; therefore, the default limits will apply to Laguna Hills starting January 1, 2021, unless the City Council takes action to adopt its own local campaign contribution limit. Under Assembly Bill 571, cities may establish their own different campaign contribution limit that is more precisely tailored to the needs of their community.

I will be presenting a brief PowerPoint Presentation along with some background information on this issue, as well as providing the City Council with some sample ordinances adopted by other South County cities for review and consideration.

FISCAL IMPACT:

Staff time and City Attorney time associated with researching this issue further and preparing a Staff Report that provides more information, if so directed, or staff time and City Attorney time to research and prepare a proposed ordinance based on a sample ordinance selected by the City Council and adapted for use in Laguna Hills, as directed by Council.

ATTACHMENTS:

- Sample Ordinance - Laguna Woods, CA Code of Ordinances - Chapter 1.14 - Campaign Contribution Limits

CHAPTER 1.14. - CAMPAIGN CONTRIBUTION LIMITS

Footnotes:

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State Law reference— *Municipal authority to limit campaign contributions in municipal elections, Elections Code § 10202, Government Code § 85703; limitations on contributions, Government Code § 85100 et seq.*

Sec. 1.14.010. - Purpose and intent.

The purpose and intent of this chapter is to prevent corruption and the appearance of corruption in City Council candidate's electoral campaigns that can arise where unlimited contributions may be made to candidates for election to the City Council. In furtherance of that goal, a reasonable campaign contribution limitation is hereby enacted that is similar to those enacted by other communities that are similar to Laguna Woods. In those communities, such limitations have not inhibited City Council candidates' ability to conduct meaningful and effective campaigns, but they have limited the appearance and incidents of corruption that have been experienced.

(Ord. No. 00-09, § 1(2.05.010), 12-20-2000)

Sec. 1.14.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (05) *Contribution* means any payment made for political purposes for which full and adequate consideration is not made to the donor.
- (1) A contribution includes:
- a. Any goods or services received by or requested by a City Council candidate at no charge or at a discount from the fair market value, unless the discount is given in the regular course of business to members of the public.
 - b. Cash.
 - c. A loan or an extension of credit for more than 30 days, other than loans from financial institutions given in the normal course of business.
- (2) Payment made for political purposes is a payment made:
- a. For the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of a City Council candidate;
or
 - b. Received by or made at the request of a City Council candidate.
- (3) Payments for communications to members, employees, shareholders, or families

of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure are not contributions, provided those payments are not made for general public advertising such as broadcasting, billboards, and newspaper advertisements.

- (10) *City Council candidate* means an individual who is listed on the ballot or who has qualified to have write-in votes on his behalf counted by election Officials, for nomination for or election to the Laguna Woods City Council, or who receives a contribution or makes an expenditure or gives his consent for any other person to receive a contribution or make an expenditure with a view to bringing about his nomination or election to the Laguna Woods City Council, whether or not he has announced his candidacy or filed a declaration of candidacy at such time. The term "candidate" also includes any City Councilmember who is the subject of a recall election. An individual who becomes a candidate for the Laguna Woods City Council shall retain his status as a candidate until such time as that status is terminated pursuant to Government Code § 84214.

(Ord. No. 00-09, § 1(2.05.020), 12-20-2000)

Sec. 1.14.030. - Single-election limit.

No person may contribute more than \$250.00 to any candidate for office in the City or to any candidate controlled committee for a candidate for office in the City in any single election. The provisions of this section shall not apply to a candidate's contribution of his/her personal funds, community property funds or domestic partnership funds to his/her own campaign committee, but shall apply to separate property contributions from the candidate's spouse or domestic partner.

(Ord. No. 00-09, § 1(2.05.030), 12-20-2000; Ord. No. 07-05, § 1, 11-14-2007)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020
TO: Mayor and Council Members
FROM: Erica Pezold
Council Member
ISSUE: Establishing Interim Procedures to Allow for the Operation of Certain Outdoor Business Activities

RECOMMENDATION: Mayor Pro Tempore Pezold recommends consideration of City Council direction to the City Manager, requesting the issuance of Executive Orders pursuant to Laguna Hills Municipal Code Chapter 2-32 (Disaster Relief System) and Proclamation No. 20-03-18-01, establishing interim procedures to allow for the operation of certain outdoor businesses activities, and to temporarily suspend enforcement of certain provisions of the Laguna Hills Municipal Code - Title 9 (Zoning and Subdivisions) related thereto.
