



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, January 23, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Mel Carruth, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore

Barbara D. Kogerman, Council Member

Janine Heft, Council Member

Don Sedgwick, Council Member

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Certificate of Recognition, Maya Williams, Laguna Hills High School Student Liaison for Fall 2017**

Recommendation: That Mayor Carruth present a Certificate of Recognition to Maya Williams recognizing her service as the Laguna Hills High School Student Liaison.

1.2 Appointment of Laguna Hills High School Student Liaison Kaylie Bair for the 2018 Spring Semester.

Recommendation: That Mayor Carruth present a Certificate of Appointment to Laguna Hills High School Student Liaison Kaylie Bair.

1.3 Laguna Hills High School Student Liaison

Recommendation: That the City Council receive an update from Laguna Hills High School Student Liaison Kaylie Bair.

1.4 Laguna Hills 3/5 Marine Support Committee

Recommendation: That the City Council receive an update from Chair Karen Robbins on the 3/5 Dark Horse Committee and the City receive a Plaque of Appreciation from Lieutenant Colonel Jackson Doan.

1.5 Recognition of Bruce E. Channing on the Occasion of His Retirement

Recommendation: That the City Council present a City Tile and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing Bruce E. Channing for his service to the City as City Manager, December 2, 1991, through February 2, 2018."

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 January 9, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the January 9, 2018, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended January 23, 2018

Recommendation: That the City Council approve the Warrant Register in the amount of \$303,637.78.

3.4 City Application for Fiscal Year 2018/2019 and Fiscal Year 2019/2020 Community Development Block Grant (CDBG) Funds for Housing Rehabilitation and Public Facilities and Improvements for the Florence Sylvester Memorial Senior Center

Recommendation: That the City Council confirm staff’s submittal of the City’s application for Bid No. 012-182310 for Housing Rehabilitation and Public Facilities and Improvements for Fiscal Year 2018/2019 and Fiscal Year 2019/2020.

3.5 Assignment and Assumption Agreement for HR Green Professional Services Agreements for: (1) On-Call Civil Engineering Services; and (2) On-Call Building and Safety Services

Recommendation: That the City Council approve the Assignment and Assumption Agreements changing HR Green California, Inc. to HR Green Pacific, Inc. for the Professional Services Agreements of: (1) On-call civil engineering and management services; and (2) On-call professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services and authorize the City Manager to execute the Assignments.

3.6 Authorization for the Disposal and Sale of Surplus City Vehicle

Recommendation: That the City Council Authorize the Commencement of the Disposal and Sale of Surplus City Vehicle.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4. PLANNING AGENCY****4.1 ROLL CALL OF PLANNING AGENCY MEMBERS****4.2 PUBLIC COMMENTS**

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

4.3 APPROVAL OF MINUTES FOR JANUARY 9, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for January 9, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the January 9, 2018, 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 Assistant City Manager****6.2.1 Proposed Ordinance Amending and Restating Chapter 3-28 (Approval of Change Orders or Increases in Fixed Price Contracts) of the Laguna Hills Municipal Code Relating to Public Works Contracts**

Recommendation: That the City Council introduce for first reading, read by title only, and waive further reading, an Ordinance entitled: "An

Ordinance of the City of Laguna Hills, California, Amending and Restating Chapter 3-28 (Approval of Change Orders or Increases in Fixed Price Contracts) of Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code Relating to Public Works Contracts."

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be February 13, 2018, 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 on January 19, 2018, by 5:00 pm.



City Clerk

January 19, 2018

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: January 23, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: Certificate of Recognition, Maya Williams, Laguna Hills High School Student Liaison for Fall 2017

RECOMMENDATION: That Mayor Carruth present a Certificate of Recognition to Maya Williams recognizing her service as the Laguna Hills High School Student Liaison.

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Maya Williams has served as the Student Liaison for the Fall 2017 semester. Maya has served as the Student Liaison with distinction, and it is in order to recognize her service.

ATTACHMENTS:

- Certificate of Recognition Williams



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

MAYA WILLIAMS
Laguna Hills High School Student Liaison
September 12, 2017, through January 23, 2018

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

WHEREAS, Maya Williams was appointed to serve as the Laguna Hills High School Student Liaison to the City Council and took the Oath of Office on September 12, 2017; and

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

NOW, THEREFORE, I, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Maya Williams for her service to the City as Student Liaison to the City Council.

Dated this 23rd day of January 2018.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: Appointment of Laguna Hills High School Student Liaison Kaylie Bair for the 2018 Spring Semester.

RECOMMENDATION: That Mayor Carruth present a Certificate of Appointment to Laguna Hills High School Student Liaison Kaylie Bair.

SUMMARY:

The City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the High School and the City Council. Kaylie Bair was appointed to serve as the Student Liaison for the Spring 2018 semester. The Assistant to the City Manager/City Clerk met with Kaylie Bair prior to this meeting to administer the Oath of Office.

ATTACHMENTS:

- Certificate of Appointment Bair



CITY OF LAGUNA HILLS

CERTIFICATE OF APPOINTMENT

be it known that

KAYLIE BAIR

*on January 23, 2018, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 23rd day of January 2018.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: Recognition of Bruce E. Channing on the Occasion of His Retirement

RECOMMENDATION: That the City Council present a City Tile and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing Bruce E. Channing for his service to the City as City Manager, December 2, 1991, through February 2, 2018."

SUMMARY:

Bruce E. Channing was hired by the inaugural City Council to serve as the City's first City Manager, and has continuously served in that capacity since 1991.

After twenty six years of service to the City of Laguna Hills, and numerous accomplishments on behalf of the City, Bruce E. Channing has decided to retire effective February 2, 2018. A Resolution has been prepared officially recognizing Bruce E. Channing for his service to the City.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2018-01-23-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, RECOGNIZING BRUCE E. CHANNING FOR HIS SERVICE TO THE CITY AS CITY MANAGER, DECEMBER 2, 1991, THROUGH FEBRUARY 2, 2018

WHEREAS, Bruce E. Channing was the first employee hired by the inaugural City Council to become the first City Manager of the City of Laguna Hills, and has served continuously in that position since December 2, 1991; and

WHEREAS, Bruce E. Channing has admirably and continuously held the position of City Manager for the past twenty six years, guiding the City through numerous accomplishments such as the start-up of a newly incorporated city, the development of the 18 acre, \$36 million Laguna Hills Community Center & Sports Complex, completing two successful annexations to the City, which expanded the size of the City and brought in 7,500 new residents, overseeing the acquisition and renovation of the Laguna Hills Civic Center, maintaining the City's strong financial condition, keeping public safety a top priority, and successfully encouraging investment in the various shopping centers throughout the City; and

WHEREAS, Bruce E. Channing is a true professional in the field of city management, recognized by his colleagues throughout California, the United States, and internationally, having served as Department Director of the League of California Cities, Board of Directors, Past-President of the City Managers Department of the League of California Cities, Past-President of the Orange County City Managers Association, long-standing member of the Board of Directors for the California City Management Foundation, and currently serving in his third year as the International City/County Management Association (ICMA) West Coast Vice President representing California ; and

WHEREAS, Bruce E. Channing's career in City management began over 40 years ago, working in the cities of Santa Barbara, Santa Monica, Pasadena, and Yorba Linda, before he was recruited to start the new City of Laguna Hills; and

WHEREAS, Bruce E. Channing has consistently shown an unwavering commitment to the betterment of the City and his contributions to the City of Laguna Hills cannot be fully encapsulated; and

WHEREAS, Bruce E. Channing has decided to retire after twenty six years, effective February 2, 2018, and will be sincerely missed by friends, colleagues, and co-workers alike.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, does hereby express sincere appreciation and thanks to

Bruce E. Channing for his distinguished and dedicated service to the City of Laguna Hills, highly commends him for the manner in which he has carried out his duties as City Manager, and wishes him nothing but the very best as he enjoys his retirement.

PASSED, APPROVED, AND ADOPTED this 23rd day of January 2018.

MELODY CARRUTH, MAYOR

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 Resolution No. 2018-01-23-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 23rd day of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1470 : Recognition of Bruce E. Channing on the Occasion of His Retirement)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for January 9, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the January 9, 2018, Regular Meeting.

ATTACHMENTS:

- 180109 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, January 9, 2018**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:01 p.m. by Mayor Mel Carruth.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Barbara D. Kogerman	Council Member	Present	
Don Sedgwick	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957

Title: City Manager

B. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiator: Don Sedgwick, Council Member

Unrepresented Employee: Donald J. White, Assistant City Manager

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

The City Council convened into Closed Session to consider the matter(s) listed above.

RECONVENE INTO CITY COUNCIL CHAMBER

RECESS**GENERAL BUSINESS - RECONVENING AT 7:00 PM****CALL TO ORDER**

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE GILBERT**ROLL CALL OF CITY COUNCIL MEMBERS**

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Barbara D. Kogerman	Council Member	Present	
Don Sedgwick	Council Member	Present	

CLOSED SESSION REPORT**A. PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code Section 54957
Title: City Manager

B. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: Don Sedgwick, Council Member
Unrepresented Employee: Donald J. White, Assistant City Manager

City Attorney Simonian stated that the City Council met in Closed Session this evening pursuant to the authority listed on the Agenda with regards to Public Employee Appointment and Conference with Labor Negotiator. Those proceedings have been concluded and no reportable action was taken as a result of tonight's Closed Session meeting.

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Maya Williams.

1.2 Laguna Hills 3/5 Marine Support Committee

Recommendation: The City Council received an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

1.3 Team Dark Horse Presentation

Recommendation: The City Council received a presentation from Mike Bland and Colonel Jason Morris on Team Dark Horse.

1.4 Recognition of Lieutenant Roland Chacon on the Occasion of His Retirement

Recommendation: Mayor Carruth presented Lieutenant Roland Chacon with a Certificate of Recognition, a City Tile, and a Certificate of Special Congressional Recognition from Congresswoman Mimi Walters recognizing Lt. Chacon for his service to the City. Mindy Daffron, Trauma Intervention Programs Inc. (TIP) Orange County Manager, thanked Lt. Chacon for his support of TIP; and Susie Giovinazzo, TIP Volunteer, presented him with a gift basket. Orange County Sheriff's Department Captain James England presented Lt. Chacon with his Retirement Badge. Candice Burroughs, representing Senator Patricia Bates' Office, presented Lt. Chacon with a California Senate Resolution honoring his service to the Orange County Sheriff's Department.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Barbara D. Kogerman, Council Member; Don Sedgwick, 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 December 12, 2017, Regular Meeting

Recommendation: That the City Council approve the Minutes for the December 12, 2017, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended January 9, 2018

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,153,089.86.

3.4 Second Reading and Adoption of Proposed Ordinance Amending Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code Relating to Enforcement and Establishment of Parking Penalties

Recommendation: That the City Council adopt Ordinance No. 2018-1, An Ordinance of the City of Laguna Hills, California, Amending Certain Sections of Chapter 11-04 (General Provisions and Administration) and Chapter 11-12 (Stopping, Standing and Parking) of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code relating to the Enforcement and Establishment of Parking Penalties.

3.5 First Amendment to Lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California

Recommendation: That the City Council approve the First Amendment to Lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California, and authorize the City Manager to execute the First Amendment to Lease.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:47 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Barbara D. Kogerman	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR DECEMBER 12, 2017, REGULAR MEETING**4.3.1 Approval of Minutes for December 12, 2017, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the December 12, 2017, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS**4.5.1 Conditional Use Permit No. 8-17-3947, a Request by Mehdi Motadi to Establish and Operate an Indoor Vehicle Towing and Indoor Vehicle Impound Services Business at 22912 El Pacifico Drive (APN 588-061-16) in the Mixed-Use Zoning District**

Agency Member Heft stated that after consulting with the City Attorney she will be recusing herself from participating in any decision regarding Agenda Item No. 4.5.1, which is a request to establish and operate an indoor vehicle towing and indoor vehicle impound business in the Mixed-

Use Zoning District. She stated that it has come to her attention that the applicant is a former client of her company; she works in the commercial and residential real estate industry. She further stated that although the applicant is not, and has never been, a source of income to her or to her real estate business, out of an abundance of caution and upon the advice of legal counsel she will be recusing herself from participating in any decision concerning this item and left the meeting at 7:49 p.m.

Assistant Planner Katie Crockett reviewed the information provided in the Staff Report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Mayor Carruth opened the Public Hearing.

Nena Motadi, applicant, spoke in favor of the recommendation. Mehdi Motadi, applicant, agreed to abide by all Conditions of Approval listed in the Resolution including any additional Conditions of Approval that may be added.

Chair Carruth closed the Public Hearing.

Chair Carruth requested additional information from City Attorney Simonian in regards to adding an additional Condition of Approval to the Resolution and Agency Members engaged in a brief discussion regarding this item.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for Conditional Use Permit No. 8-17-3947; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption); and (3) Adopt Resolution No. PA2018-01-09-1, A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 8-17-3947, a request by Mehdi Motadi to establish and operate an indoor vehicle towing and indoor vehicle impound services business at 22912 El Pacifico Drive (APN 588-061-16) in the Mixed Use (MXU) Zoning District, amended to add Condition of Approval No. 33 to read:

"This permit shall be brought back to the Planning Agency for review and re-evaluation within 12 months from the date of approval, and may be brought back to the Planning Agency for review and re-evaluation by the

Community Development Director periodically thereafter, if necessary. The applicant is advised that such review and re-evaluation may result in the modification to, or adoption of, additional Conditions of Approval determined to be necessary by the Planning Agency or the Community Development Director in order to address any negative secondary impacts or other nuisance-related complaints and/or conditions caused by the applicant's business operations."

RESULT:	APPROVED [3 TO 1]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Barbara D. Kogerman, Agency Member
AYES:	Dore J. Gilbert, M.D., Vice Chair; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
NAYS:	Melody Carruth, Chair
RECUSED:	Janine Heft, Agency Member

Agency Member Heft returned to the meeting at 8:06 p.m.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 8:06 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager gave no Administrative Reports.

6.2 City Attorney

6.2.1 Appointment of City Manager and Approval of a Proposed City Manager Employment Agreement

City Attorney Simonian stated that the City Council previously directed the commencement of an internal recruitment process to assist in the filling of the City Manager position, which will become vacant on February 2, 2018, by the announced retirement of City Manager Bruce E. Channing. The selection process has been completed, which resulted in the City Council

identifying and selecting Assistant City Manager Donald J. White as the most qualified candidate for the position.

The City Council's designated labor representative has now completed final negotiations with Mr. White over salary, benefits, and terms and conditions of employment, and the City Attorney has prepared a proposed City Manager Employment Agreement for City Council's consideration based on those negotiated terms and conditions.

City Attorney Simonian reported that the City Manager will be paid an annual base salary of \$258,000 and will receive the same benefits provided to other Executive Management employees pursuant to Resolution No. 2016-11-22-3, as may be amended. These benefits include, but are not limited to, health insurance (medical, dental, and vision), paid and floating holidays, supplemental retirement contribution, retiree health savings plan, group life and disability insurance, sick leave, and bereavement leave. The City Manager will be enrolled in the first tier pension formula of 2% @ 60 Program, and will be responsible for paying the full employee/member contribution, currently set at 7% of salary. The City Manager Employment Agreement details all elements of the proposed compensation plan for the position.

Recommendation: That the City Council:

- (1) Receive and file an oral report providing a summary of the Council-designated labor representative's recommendations concerning proposed changes in salary and benefits for Donald J. White, a local agency executive, to serve as City Manager; and
- (2) Appointment of Donald J. White as City Manager of the City of Laguna Hills, effective February 3, 2018, to serve at the direction and pleasure of the City Council, pursuant to Laguna Hills Municipal Code Chapter 2-08; and
- (3) Adopt Resolution No. 2018-01-09-1, A Resolution of the City Council of the City of Laguna Hills, California, appointing Donald J. White as City Manager and Approving and Authorizing the Mayor to Execute a City Manager Employment Agreement; and
- (4) Direct the City Clerk to administer the Oath of Office.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
SECONDER:	Barbara D. Kogerman, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Barbara D. Kogerman, Council Member; Don Sedgwick, Council Member

6.3 City Clerk

6.3.1 City Council "Other Agencies" Appointed Representatives

The City Council made the following changes to the "Other Agencies" Appointed Representatives list:

Appointed Donald J. White to serve on the Audit Committee.

Removed the Laguna Canyon Foundation Advisory Council which is no longer active.

Appointed Mayor Carruth to serve as the Representative to the OC Public Libraries – Library Advisory Board and Council Member Heft to serve as the Alternate.

Appointed Mayor Carruth to serve as Member to the South Orange County Watershed Management Area Executive Committee and Council Member Heft to serve as the Alternate.

Appointed Mayor Carruth to serve as Delegate to the Southern California Association of Governments (SCAG General Assembly) and Mayor Pro Tempore Gilbert to serve as the Alternate.

Appointed Council Member Heft to serve as the Director to the Transportation Corridor Agency – San Joaquin Hills Transportation Corridor Agency and Mayor Carruth to serve as the Alternate Director, with Council Member Heft's appointment commencing on March 1, 2018.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
SECONDER:	Barbara D. Kogerman, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Barbara D. Kogerman, Council Member; Don Sedgwick, 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

Council Member Kogerman

Council Member Kogerman complimented Council Member Sedgwick, as the Council-appointed Labor Representative, and Assistant City Manager White on the public employee appointment negotiation process.

Council Member Heft

Council Member Heft thanked the paramedics and Orange County Fire Authority for their professionalism and care when attending to her father-in-law and praised the members of the Mission Hospital Cardiac ICU Three Team for their expertise.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 8:22 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of January 23, 2018.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Approval of Warrant Register for Period Ended January 23, 2018

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$303,637.78.

ATTACHMENTS:

- Warrant Register 012318



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JANUARY 23, 2018
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
JANUARY 23, 2018.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$303,637.78.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

January 23, 2018
DATE

FISCAL IMPACT:

The warrant register total is \$303,637.78.

ATTACHMENTS:

1. Warrant Register



City of Laguna Hills, CA

3.3.a

Warrant Register 1/23/18

By Check Nurr

Date Range: 01/01/2018 - 01/12/2

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8813908	A-0284	ASCAP	01/04/2018	348.00
8813909	A-0331	AT&T MOBILITY	01/04/2018	64.02
8813910	B-0304	BEE MAN, THE	01/04/2018	175.00
8813911	C-0412	C&D ELECTRIC, INC.	01/04/2018	3,202.18
8813912	C-1102	CALIFORNIA BUILDINGS STANDARDS COMMISS	01/04/2018	390.60
8813913	C-1139	COMPLETE OFFICE OF CALIFORNIA	01/04/2018	596.96
8813914	C-1176	COMPUTER SERVICE CO.	01/04/2018	5,285.65
8813915	C-0023	COX COMMUNICATION	01/04/2018	530.98
8813916	C-1146	CYBERSOURCE CORPORATION	01/04/2018	29.00
8813917	D-0453	DEPARTMENT OF CONSERVATION	01/04/2018	884.02
8813918	D-0561	DOCU-TRUST LAGUNA VAULT	01/04/2018	75.00
8813919	E-0554	ECONOMICS, INC.	01/04/2018	4,500.50
8813920	H-0934	HOME DEPOT	01/04/2018	211.92
8813921	H-0955	HR GREEN CALIFORNIA, INC.	01/04/2018	25,353.87
8813922	J-1057	JAMEY CLARK, INC.	01/04/2018	48.75
8813923	G-0709	JOE A. GONSALVES & SON	01/04/2018	2,900.00
8813924	M-1529	MERCURY DISPOSAL SYSTEM, INC.	01/04/2018	385.91
8813925	M-1583	MOORE IACOFANO GOLTSMAN, INC.	01/04/2018	240.00
8813926	M-1302	MOULTON NIGUEL WATER DISTRICT	01/04/2018	13,828.63
8813927	N-1474	NIEVES LANDSCAPE, INC.	01/04/2018	79,503.84
8813928	Z-CD-0087	ORR	01/04/2018	926.07
8813929	R-1893	REYNOLDS, DAVID	01/04/2018	127.76
8813930	R-1855	RICHARD FISHER ASSOCIATES	01/04/2018	3,001.05
8813931	R-1946	RK ENGINEERING GROUP, INC.	01/04/2018	2,280.00
8813932	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	01/04/2018	952.00
8813933	S-1904	SOUTHERN CALIFORNIA EDISON	01/04/2018	1,750.06
8813934	T-2656	TYLER TECHNOLOGIES, INC.	01/04/2018	250.00
8813935	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN	01/04/2018	82.60
8813936	W-2337	WEST COAST ARBORISTS, INC.	01/04/2018	8,289.10
8813937	A-0138	ALL CITY MANAGEMENT, INC.	01/11/2018	6,476.40
8813938	A-0358	ARDO, KARL	01/11/2018	490.00
8813939	B-0276	BANK OF AMERICA BANKCARD CENTER	01/11/2018	10,680.97
8813940	B-0304	BEE MAN, THE	01/11/2018	175.00
8813941	C-0412	C&D ELECTRIC, INC.	01/11/2018	409.42
8813942	C-1116	CA-HI-NV DISTRICT EXCHANGE CLUBS CHARITA	01/11/2018	110.00
8813943	C-1160	CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	01/11/2018	1,299.00
8813944	C-1133	CALIFORNIA YELLOW CAB	01/11/2018	2,688.00
8813945	C-1177	CANON FINANCIAL SERVICES, INC.	01/11/2018	220.89
8813946	C-1179	CANON SOLUTIONS AMERICA	01/11/2018	368.49
8813947	S-2162	CARLSEN, SANDY	01/11/2018	97.85
8813948	C-1139	COMPLETE OFFICE OF CALIFORNIA	01/11/2018	805.91
8813949	E-0554	ECONOMICS, INC.	01/11/2018	8,940.01
8813950	E-0587	EMC DESIGN	01/11/2018	3,515.00
8813951	Z-CD-0010	ESPLANADE BUILDERS, INC.	01/11/2018	5,541.90
8813952	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF	01/11/2018	1,129.00
8813953	H-0959	HABASH, JOHN	01/11/2018	17.50
8813954	I-0942	IRVINE RANCH WATER DISTRICT	01/11/2018	129.30
8813955	C-0448	LUCY, STEVEN	01/11/2018	550.00
8813956	Z-CD-0088	MAGGETTI PRODUCTIONS, INC.	01/11/2018	500.00
8813957	M-1388	MOBILE MINI, INC.	01/11/2018	82.97
8813958	N-1404	NELLIE GAIL RANCH OWNERS' ASSN	01/11/2018	1,250.00
8813959	O-1525	OCCMA	01/11/2018	150.00
8813960	O-1546	OFFICE SOLUTIONS	01/11/2018	85.94

Attachment: Warrant Register 012318 (1466 : Approval of Warrant Register for Period Ended January 23, 2018)

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8813961	O-1500	ORANGE COUNTY REGISTER	01/11/2018	344.74
8813962	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEV	01/11/2018	447.00
8813963	R-1830	RALPHS GROCERY COMPANY	01/11/2018	18.04
8813964	R-1967	RUSSELL, RICHARD WYATT	01/11/2018	174.40
8813965	S-1902	SAN DIEGO GAS & ELECTRIC	01/11/2018	12,448.60
8813966	S-1904	SOUTHERN CALIFORNIA EDISON	01/11/2018	8,835.59
8813967	S-2250	SPARKLETT'S	01/11/2018	141.31
8813968	S-2209	STUDIO TWO BLACK DIAMOND	01/11/2018	96.98
8813969	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORA	01/11/2018	10,106.30
8813970	T-2698	TPX COMMUNICATIONS	01/11/2018	1,272.35
8813971	T-2656	TYLER TECHNOLOGIES, INC.	01/11/2018	9,747.00
8813972	V-2249	US BANK VOYAGER FLEET SYS	01/11/2018	1,204.56
8813973	U-2163	USA DANCE, INC., OC CHAP #4018	01/11/2018	224.00
8813974	V-2224	VERIZON WIRELESS	01/11/2018	1,322.80
8813975	W-2426	WHITE NELSON DIEHL EVANS LLP	01/11/2018	1,280.00
8813976	R-1801	WOODRUFF, SPRADLIN & SMART	01/11/2018	54,047.09

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	96	69	0.00	303,637.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	96	69	0.00	303,637.78

Attachment: Warrant Register 012318 (1466 : Approval of Warrant Register for Period Ended January 23, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018

TO: Mayor and Council Members

FROM: Donald J. White
Assistant City Manager

ISSUE: City Application for Fiscal Year 2018/2019 and Fiscal Year 2019/2020 Community Development Block Grant (CDBG) Funds for Housing Rehabilitation and Public Facilities and Improvements for the Florence Sylvester Memorial Senior Center

RECOMMENDATION: That the City Council confirm staff's submittal of the City's application for Bid No. 012-182310 for Housing Rehabilitation and Public Facilities and Improvements for Fiscal Year 2018/2019 and Fiscal Year 2019/2020.

SUMMARY:

Staff was recently advised of the availability of a Request for Proposals (RFP) for Community Development Block Grant (CDBG) funding for Housing Rehabilitation and Public Facilities and Improvements for Fiscal Year 2018/2019 and Fiscal Year 2019/2020, administered by the County of Orange, Department of OC Community Resources/Housing and Community Development & Homeless Prevention (County). In order for the City's application to be eligible for funding, the County requires the City to place the item on a City Council agenda and to make the agenda available to the public at least 72 hours in advance of the scheduled City Council meeting. The application deadline for the RFP was January 17, 2018. Consequently, staff submitted an application (attached) prior to City Council approval in order to meet the application deadline. Staff recommends that the City Council confirm staff's submittal of the City's application for Bid No. 012-182310 for Housing Rehabilitation and Public Facilities and Improvements for Fiscal Year 2018/2019 and Fiscal Year 2019/2020.

BACKGROUND:

The County is responsible for administering all programs for cities that participate in the Urban County Program, including the CDBG program. The Urban County consists of the unincorporated areas of Orange County, and the cities which are non-entitlement cities. Non-entitlement cities are those with a population under 50,000. The County's application process for funding is a competitive process. Projects are evaluated on their ability to meet standards set forth in the County's Fiscal Year 2015-2019 Consolidated Plan, including their ability to meet the needs of low/moderate areas and/or benefiting low/moderate income residents of the City.

In December 2017, the County released a competitive RFP for CDBG funding for Housing Rehabilitation and Public Facilities and Improvements for Fiscal Year 2018/2019 and Fiscal Year 2019/2020, of which the City was eligible to apply as a non-entitlement city under the Urban County Program. The application deadline was January 17, 2018. During the application period the City coordinated with Age Well Senior Services to identify eligible projects for each fiscal year. Subsequently, staff submitted an application for Public Facilities and Improvements funds in the amount of \$70,000 for Fiscal Year 2018/2019 and an additional \$70,000 for Fiscal Year 2019/2020.

If awarded, the grant funds for Fiscal Year 2018/2019 would be used to replace three (3) HVAC units and one (1) hot water heating unit at the Florence Sylvester Memorial Senior Center (Center). Furthermore, for Fiscal Year 2019/2020, the monies would be used to install an Americans with Disabilities Act (ADA) accessible ramp on the north side of the Center adjacent to a bus stop to improve access to the Center; replace 1,000 square feet of carpet with skid-resistant tile flooring; and refinish doors throughout the Center that have been damaged by mobility aids. It is anticipated that a preliminary decision regarding the approval of funds will be made by the County in spring 2018.

Staff recommends that the City Council confirm staff's submittal of the City's application for Bid No. 012-182310 for Housing Rehabilitation and Public Facilities and Improvements for Fiscal Year 2018/2019 and Fiscal Year 2019/2020.

CEQA FINDINGS:

The Florence Sylvester Memorial Senior Center project has been found to be Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) based upon Class 1 – Existing Facilities (Section 15301) exemption.

City Application for FY 2018/2019 and FY 2019/2020 Community Development Block Grant (CDBG) Funds
January 23, 2018
Page 3

FISCAL IMPACT:

There is no Fiscal Impact other than minimal staff time estimated at \$6,734.44 and \$6,869.90 for Fiscal Year 2018/2019 and Fiscal Year 2019/2020, respectively.

ATTACHMENTS:

- City Application for FY 2018-2019 and FY 2019-2020 Housing Rehabilitation and Public Facilities and Improvements



**Housing Rehabilitation and
PUBLIC FACILITIES & IMPROVEMENTS
FUNDING APPLICATION
FISCAL YEARS 2018-19 & FY 2019-20
Bid # 012-182310**

APPLICATION SUPPORTING DOCUMENTS CHECKLIST

Applicants must submit a complete Housing Rehabilitation and /or Public Facilities and Improvements Funding Application via BidSync. Please confirm all Parts with supporting documentation are uploaded and submitted prior to the RFP deadline.

Applicants must answer all questions within each section as applicable, as outlined in the following key:

ALL APPLICANTS MUST COMPLETE PART I

APPLICANTS SUBMITTING APPLICATIONS FOR COMPONENT A: HOUSING REHABILITATION MUST COMPLETE APPLICATION FOR PART II

APPLICANTS SUBMITTING APPLICATIONS FOR COMPONENT B: PUBLIC FACILITIES & IMPROVEMENTS MUST COMPLETE PART III

PART I: MINIMUM REQUIREMENTS (FOR COMPONENT A & B)

A: Applicant Information

B: Project Information

C: Organizational Background

D: Civil Rights Laws Compliance and HUD Standing

E: Signature and Assurances

**PART II: HOUSING REHABILITATION (COMPONENT A) – SCORED CRITERIA
(APPLICANTS MUST COMPLETE PART I AND PART II)**

A: Priority Needs, HUD Eligibility Requirements and National Objective

B: Funding Request, Accomplishment Budget, Leveraging and Project Budget

C: Performance Objectives and Outcomes

D: Organizational Project Capacity and Experience

E: Organizational/Project Readiness

F. Environmental Information Form

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

PART III: PUBLIC FACILITIES & IMPROVEMENTS (COMPONENT B) – SCORED CRITERIA (APPLICANTS MUST COMPLETE PART I AND PART III)

A: Priority Needs, HUD Eligibility Requirements and National Objective
--

B: Funding Request, Accomplishment Budget, Leveraging and Project Budget
--

C: Performance Objectives, Outcomes and Benefits
--

D: Organizational Project Capacity and Experience

E: Organizational/Project Readiness

F: Environmental Information Form

Supplemental Document Instructions: Parts/Components requesting supplemental or narrative information should be formatted per the following:

1. Each response must be typewritten; double-spaced; and in Arial font, size 12-point print.
2. Not to exceed one (1) page per question.
3. Responses should include the question and be concise but detailed enough to address what is being asked.

Applicants submitting a proposal must electronically upload their entire proposal in PDF format and Bookmarked, via BidSync.

Hard copy proposals will not be accepted.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

PART I

A. APPLICANT INFORMATION

1. Applicant Name: City of Laguna Hills

Address: 24035 El Toro Road

City/State/Zip: Laguna Hills, CA 92653

Phone: 949-707-2600 **Fax:** 949-707-2614

Applicant Website: www.lagunahillsca.gov **Email:** jhaston@lagunahillsca.gov

DUNS Number: 798794947 **W-9(Federal ID Number)** 33-049-60

- 2. Authorized Person:** For the purposes of this RFP, the "Authorized Person" is the individual within your organization who has the authority to enter into a contract. The authorized person will be copied on all correspondence.

Authorized Person's Name: Bruce E. Channing

Authorized Person's Title: City Manager
(i.e., Executive Director, Organization's Signature Authority)

Phone: 949-707-2600 **Fax:** 949-707-2614

Email: bchanning@lagunahillsca.gov

☒ Check here if the address for the Authorized Person is the same as that of the organization.

Address: _____

City/State/Zip: _____

- 3. Contact Person:** For the purpose of this RFP, the "Contact Person" will be the primary recipient for all correspondence related to this RFP. The contact person should be available to respond to any inquiries throughout the RFP process.

Contact Person's Name: James Haston

Contact Person's Title: Management Analyst

Address: 24035 El Toro Road

City/State/Zip: Laguna Hills, CA 92653

Phone: 949-707-2617 **Fax:** 949-707-2614

Email: jhaston@lagunahillsca.gov

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: PROJECT INFORMATION

1. **Project Title:** Florence Sylvester Memorial Senior Center Rehabilitation

Project Address: 23721 Moulton Parkway

City/State/Zip: Laguna Hills, CA 92653

**FY 2018-19 Housing Rehabilitation
Amount Requested**

\$ 0

- Maximum funding amount for Housing Rehabilitation projects \$200,000.

**FY 2018-19 Public Facilities & Improvements
Amount Requested**

\$ 70,000

- Maximum funding amount for Public Facilities and Improvements is \$150,000 with no leveraged funds and \$350,000 with 20% leveraged funds.

Only one (1) application for Housing Rehabilitation and one (1) application for Public Facilities and Improvements per jurisdiction per year per activity from the Urban County program participants. The Orange County Urban County Program is comprised of 13 cities with populations under 50,000 (participating cities). The 11 participating cities include Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, Seal Beach, Stanton, and Villa Park. Along with 2 participating metro cities with populations over 50,000 - Placentia and Yorba Linda.

2. Urban County Program

a. Is your agency a participating city or the County of Orange OCCR/HPD-HP that will be submitting a proposal as part of this RFP? ☒ YES ☐ NO

b. If not, since only one (1) application per jurisdiction per year for Housing Rehabilitation and Public facilities and Improvements will be accepted, please attached written documentation (from an authorized person) from either the participating city or the County of Orange OCCR/HPD-HP advising the County to accept your proposal as part of this RFP.

3. Provide a high-level summary description of your project.

The Florence Sylvester Memorial Senior Center provides a variety of services to the elderly/frail elderly population of the community. Due to the high number of elderly/frail elderly population that use the Center on a daily basis, staff is requesting funds to replace three (3) HVAC units and one (1) hot water heater, all of which are twenty years old.

(If more space is needed, please attached a separate sheet)

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: PROJECT INFORMATION (Continued)

4. Minority-Owned and Women-Owned business (MBE/WBE)

a. Will this project provide an opportunity to hire MBE and/or WBE business?

Yes

☐

No

☒

b. Describe all actions your organization has taken in support of HUD's goal to provide Opportunities to MBE/WBE's.

The City of Laguna Hills makes all efforts to provide equal opportunities to minority-owned businesses and women-owned businesses. In addition, the City complies with all state, federal, and other local ordinances as required by HUD.

(If more space is needed, please attach a separate sheet)

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: ORGANIZATIONAL BACKGROUND

Answer each question below in approximately one to four paragraphs, not to exceed one (1) page per question, if applicable. Each response must be typewritten; double-spaced; and in Arial, size 12-font. Your responses should include the question, be concise but detailed enough to address what is being asked.

1. Is the applicant a Non-Profit organization? ☐ Yes ☒ No

If "yes", please answer questions A-P below:

- A. Describe the organization's goals, objectives, and mission.
- B. Provide a brief description of your organization's accounting system and controls in place.
- C. Describe the organization's fund development method.
- D. List the person(s) who have legal authority to sign contracts and other legal documents, payment requests, and checks related to this application proposal.
- E. Submit a copy of organization's most recent audit (within the last two years) by an independent CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the Housing and Community Development and Homeless Prevention Accounting Manager or designated staff.
- F. In the past ten years, has your organization ever had its non-profit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board? If yes, please provide an explanation.
- G. Has your organization been sued in the last five years? If yes, please provide an explanation.
- H. Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations? If yes, please provide an explanation.
- I. Have any unfavorable rulings been handed down by any court against your organization or executive director in the past five years? If yes, please provide an explanation.
- J. Does your organization currently have any unresolved fiscal, reporting or program issues with any of its funding sources? If yes, please provide an explanation.
- K. Provide an organizational chart of your organization, including key staffing for the project.
- L. Provide a copy of your organization's Board of Director's list.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: ORGANIZATIONAL BACKGROUND (Continued)

- M. Provide a copy of your organization's 501c (3). Also provide an IRS tax-exempt letter dated no earlier than December 2014, or a Certificate of Status provided by the Secretary of State, Business Programs Division. Online Certificates of Status can be found on the Internet at: http://www.sos.ca.gov/business/pdf/be_ircform.pdf. (Process may take up to 24 calendar days).
- N. Provide a copy of your organization's Articles of Incorporation and By-Laws.
- O. Provide a copy of the minutes of your organization's board meeting where the proposed project was discussed.
- P. Provide IRS 990 form "Return of Organization Exempt from Income Tax."

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

D: CIVIL RIGHTS LAWS COMPLIANCE AND HUD STANDING

1. Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

☐ Yes ☒ No

2. If you have been a recipient under either of these programs, has your organization experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Division Homeless Program?

☐ Yes ☒ No

If you answered "Yes," please attach a brief description of the circumstances and outcomes.

3. Applicants must be in compliance with applicable civil rights laws and Executive Orders.

Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuits instituted by the U.S. Department of Justice; (2) Any non-compliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of non-compliance or is currently negotiating such an agreement; (3) Any unresolved secretarial charge of discrimination issues under Section 810 (g) of the Fair Housing Act, as implemented by 24 CFR 103.400; (4) Any adjudication of a civil rights violation in a civil action brought against the agency by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of non-compliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations 24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57).

If one or more of the above five situations exist within your agency, please attach a brief description.

Bruce E. Channing

Authorized Signature

1/17/2018

Date

Bruce Channing

Print Name

City Manager

Title

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE

1. **Non-Discrimination:** This agency will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.
2. **Accountability:** We commit this agency, of a grant is received, to provide all reports to the County of Orange as required; to expend monies only on eligible cost' to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County of Orange; to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County of Orange, if requested, by the required date.
3. **Non-collusion:** This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.



First Authorized Person Signature

11/17/2018

Date

Bruce Channing

Print First Authorized Person's Name

City Manager

Title

Second Authorized Person Signature

Date

Print Second Authorized Person's Name

Title

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE (Continued)

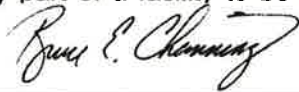
4. I am authorized by my Board of Directors, Trustees, or other legally qualified officer to submit this proposal on behalf of the "Applicant."
5. Applicant is not currently on any Federal, State of California or local Debarment List.
6. Applicant will provide records to show fiscal solvency, if required.
7. Applicant will meet all applicable Federal, State, and local compliance and regulatory requirements.

These include, but are not limited to:

- a. Ensuring that records accurately reflect actual performance
- b. Maintaining record confidentiality, as required
- c. Reporting financial, participant, and performance data, as required
- d. Meeting requirements of Section 504 of the Rehabilitation Act of 1973
- e. Meeting all applicable labor laws, including Child Labor Law standards
- f. Meeting all lobbying certification and disclosure of lobbying activities requirements.

I recognize that I must give assurance for each item above, 'a' through 'f', as applicable. If I cannot, this proposal will be automatically rejected.

8. Applicant will not use funds for customers in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

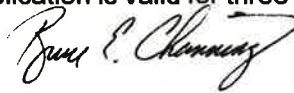


Signature Required

9. Validity of Proposal/Application

The County requires that all Applications be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Applications which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection.

Applicant hereby certifies that Applicant's Application is valid for three hundred sixty-five (365) days from the RFP Closing Date.



Signature Required

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE (Continued)

10. Certification of Understanding

The County assumes no responsibility for any understanding of the Applicant or representation made by any of the County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- a. Such understanding or representations are expressly stated in the Contract; and
- b. The contract expressly provides that the County assumes the responsibility.

By signing below, Applicant certifies that such understanding has been considered in this Proposal.



Signature Required

11. Minimum Qualifications Statement

Applicant hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP.



Signature Required

12. Certificate of Insurance

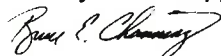
Applicant hereby certifies Applicant's willingness and ability to provide the required insurance coverage and certificates as set forth in the attached Model Contract, by signing below.



Signature Required

13. Child Support Enforcement

Applicant hereby certifies Applicant's willingness and ability to provide the required Orange County Child Support Enforcement as indicated in the RFP.



Signature Required

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE (Continued)

14. Conflict of Interest

Applicant hereby certifies that: (I) Applicant has provided the County with the disclosures required in (a) and (b) below as part of its Application, or (II) that no relationships as outlined in (a) and (b) exist.

- a. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- b. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.



Signature Required



Print Name

15. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Applicant hereby certifies (Applicant must certify either a or b by signing below):

- a. This Applicant is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section IV – Model Contract and its Attachments and Exhibits and no exceptions are proposed.



Signature required

OR

- b. This Applicant is in strict compliance with this RFP, including the terms and conditions set forth in Section IV – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

Signature required

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE (Continued)

Parts/Components for each proposed exception to this RFP, including, but not limited to Section IV – Model Contract, must include:

1. The complete provision Applicant is taking exception to;
2. The RFP page number and section of the provision Applicant is taking exception to;
3. The suggested rewording by way of track changes (Microsoft Word format);
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

16. Exceptions to the RFP Requirements

Exceptions that the applicant has to any of the RFP requirements must be discussed under this section. Exceptions will be reviewed by OC Community Resources (OCCR) staff to evaluate the qualifications of the applicant to meet program and service requirements. The OCCR reserves the right to reject a proposal that is not consistent with the requirements of this RFP.

COMMENTS:

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

PART II

PART II: HOUSING REHABILITATION (COMPONENT A) – SCORED CRITERIA

A. PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE

1. Refer to Part II. B: Funding Request and Accomplishment Budget & leveraging, enter the total dollar amount of Urban County funds that will be used by this project next to the community development need that best fits your project's scope. Projects may address more than one community development need; however, in order to be considered as addressing a "High Priority" community development need, at least 51% of the Urban County's funds must be applied towards a high priority need.

Priority Needs				
Check Box	Priority Housing Rehabilitation Needs	Priority Needs Level	Urban County Funds	Leveraged Funds
	Owner – Single Family	High		
	Owner – Multi Rehab Renter	High		
	Renter – Single Family Rehab	High		
	Renter - Multi Family Rehab	High		
	Special Populations	High		

- Projects must meet a national objective as identified by HUD Regulations Criteria for National Objectives (24 CFR 570.208).
- Depending on funding source, the proposed activity must be eligible as defined by HUD Regulations under Basic Eligible Activities (24 CFR 570.201)
- The population to be served or to benefit from the project must principally be low to moderate-income as defined by HUD. See HUD Income Limits for Housing Rehabilitation Projects chart below.

HUD Low-Mod Income Limits (Maximum Levels)		Median Income \$ 88,000	
HOUSEHOLD	Ext. Low	Very Low	Low
Size	30%	50%	80%
1	21,950	36,550	58,450
2	25,050	41,750	66,800
3	28,200	46,950	75,150
4	31,300	52,150	83,450
5	33,850	56,350	90,150
6	36,350	60,500	96,850
7	38,850	64,700	103,500
8	41,350	68,850	110,200

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

A. PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE (Continued)

2. HUD Demographics:

- | | | | | |
|--|-----|--------------------------|----|--------------------------|
| a. Does this project help prevent homelessness? | Yes | ☐ | No | ☐ |
| b. Does this project help the homelessness? | Yes | ☐ | No | ☐ |
| c. Does this project help those with HIV or AIDS? | Yes | ☐ | No | ☐ |
| d. Does this project primarily help persons with disabilities? | Yes | ☐ | No | ☐ |

3. Answer the following:

- Summarize the Scope of Services for your project including the minimum number of units to be assisted by federal funding.
- Why is the project needed?
- Describe how the project preserves a low and moderate-income neighborhood, or provided other community benefits.

4. Answer each question below in approximately one to four paragraphs.

- Based upon your description of this project in section A: Priority Needs Chart, state how your organization will address meeting a priority need with your performance and outcomes. In your description, state how your performance objectives and performance outcomes apply to the project's beneficiaries and specifically explain how this project will affect the beneficiaries.
- Describe what tools your organization will utilize to measure this project's effect on the intended beneficiaries. In your description include how your organization will measure its success in meeting the needs of the project's beneficiaries.
- Describe the specific population that your project will serve (i.e., low to moderate-income).
- Describe the intended benefits to the population being served (i.e., preservation of a low to moderate-income neighborhood).
- Describe the ramifications if your project is not recommended for funding in this fiscal year.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET

FY 2018-19 Complete Project Budget by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Minimum Funds Request portion of Part II.B: Funding Request and Accomplishment Budget).

1. Complete table below.

FY 2018-19 FUNDING REQUEST AND ACCOMPLISHMENT BUDGET		
Minimum Funds Request		
	Example	2018-19 Project
A. Minimum Funds Request	\$ 75,000	
B. Leveraging Subrecipient Funds	\$ 50,000	
C. Total Minimum Funds Request (A+B)	\$ 125,000	
D. Goals/Accomplishments	15 Units	
Maximum Funds Request		
A. Maximum Funds Request	\$ 200,000	
B. Leveraging Subrecipient Funds	\$ 60,000	
C. Total Maximum Funds Request (A+B)	\$ 260,000	
D. Goals/Accomplishments	30 Units	

2. Provide a detailed description of each project activity listed in table above.

For FY 2018-19 if new funding does not increase or decrease the estimated funding amount for (HR) activities would be \$555,225 an increase of 13% due to fewer Housing Rehabilitation projects funded in FY 2017-18.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2019-20 Complete Project Budget by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Minimum Funds Request portion of Part II.B: Funding Request and Accomplishment Budget).

3. Complete table below.

FY 2019-20 FUNDING REQUEST AND ACCOMPLISHMENT BUDGET		
* Minimum Funds Request		
	Example	FY 2019-20 Project
A. Minimum Funds Request	\$ 75,000	
B. Leveraging Subrecipient Funds	\$ 50,000	
C. Total Minimum Funds Request (A+B)	\$ 125,000	
D. Goals/Accomplishments	15 Units	
Maximum Funds Request		
A. Maximum Funds Request	\$ 200,000	
B. Leveraging Subrecipient funds	\$ 60,000	
C. Total Maximum Funds Request (A+B)	\$ 260,000	
D. Goals/Accomplishments	30 Units	

4. Provide a detailed description of each project activity listed in table above.

For FY 2019-20 funding will be estimated as being the same as FY 2018-19, dependent on HUD allocations.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B. FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2018-19 Complete Project Budget chart below, by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Funds Request portion of Part II.B: (Project Budget Chart).

1. Complete table below.

FY 2018-19 PROJECT BUDGET CHART			
Example			
Project Costs	Urban County	Leveraged Resources	Total
Project Activity: Design/Project	\$ 50,000	\$ 30,000	\$ 80,000
Project Activity: Construction	\$ 25,000	\$ 20,000	\$ 45,000
Total Project Cost	\$ 75,000	\$ 50,000	\$ 125,000
Project Costs	Urban County Funds	Leveraged Resources	Total
Project Activity: Design/Project			
Project Activity: Construction			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Total Project Cost			

2. Provide a detailed description of each project activity listed in above table.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B. FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2019-20 Complete Project Cost Budget chart below, by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Funds Request portion of Part II.B: (Project Budget Chart).

3. Complete table below.

FY 2019-20 PROJECT COST BUDGET CHART			
Example			
Project Costs	Urban County	Leveraged Resources	Total
Project Activity: Design/Project	\$ 50,000	\$ 30,000	\$ 80,000
Project Activity: Construction	\$ 25,000	\$ 20,000	\$ 45,000
Total Project Cost	\$ 75,000	\$ 50,000	\$ 125,000
Project Costs	Urban County Funds	Leveraged Resources	Total
Project Activity: Design/Project			
Project Activity: Construction			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Total Project Cost			

4. Provide a detailed description of each project activity listed in above table.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: PERFORMANCE OBJECTIVES AND OUTCOMES

1. Using the definitions below, complete the Performance Objectives and Outcomes table below by stating project activity, output, performance objectives and performance outcomes.

Activity Identify project activities geared towards completing project, set quantifiable units of accomplishments (e.g., planning, construction, inspections).

Output Identify project outputs such as proposed units of accomplishments (what do you hope to achieve from your project, (e.g., complete 1,000 lf of sidewalk).

Performance Objectives

- a. **Suitable Living Environment:** In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- b. **Decent Affordable Housing:** The activities that typically would be found under this objective are designed to cover the wide-range of housing possible under HOME, CDBG, HOPWA, or ESG. This objective focuses on housing programs where the purpose for the project is to meet the individual family or community needs and not programs where the housing is an element of a larger effort.
- c. **Creating Economic Opportunities:** This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Performance Outcomes

- a. **Availability/Accessibility:** This outcome category applies to activities that make services, infrastructure, housing, or shelter available or accessible to low and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income people.
- b. **Affordability:** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- c. **Sustainability (Promoting Livable or Viable Communities):** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: PERFORMANCE OBJECTIVES AND OUTCOMES (Continued)

1. Complete table below.

PERFORMANCE OBJECTIVES AND OUTCOMES Table			
Example			
Activity	Outputs	Performance Objectives	Performance Outcomes
Inspection	15 Units	Suitable Living Environment	Availability/Accessibility
Construction	15 Units	Decent Affordable Housing	Sustainability
Activity	Outputs	Performance Objectives	Performance Outcomes

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

D: ORGANIZATIONAL/PROJECT CAPACITY AND EXPERIENCE

1. **Has your organization received funding for this type of activity during the previous three years?** Yes ☐ No ☐
- ☐ **If you answered, "Yes",** complete Previous Funding Table below by identifying the contract number, award amount, program income, if generated; and any unspent funds.
- ☐ **If you answered "No" above,** submit a letter signed by this applicant's authorized person that identifies one reference from three different funding sources from whom you have received funding in the past three years. The letter must include contact information for the three references (funding source), the amount of funding awarded from each reference, explanation of the use of funds, duration of funding awarded, and state whether or not contractual performance measures were achieved.

PREVIOUS FUNDING TABLE				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2017-18				
2016-17				
2015-16				

2. **Describe the reason why funds remain unspent in the Previous Funding Table above.** Include an explanation of how the organization intends to complete the project.
3. Describe the role of key administrators, staff members, contractors, and volunteers within your organization and their role in implementing the proposed project. Include experience, education, and licensing qualifications in your description.
4. Describe the organization's experience administering this type or similar project.
5. Please submit a copy of your most recent audit (within the last two years) by an independent CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the Housing and Community Development and Homeless Prevention Accounting Manager or designated staff. **Cities:** Submit Financial Audit Report and Financial Statements/Footnotes (Comprehensive Annual Financial Report (CAFR)). **NOTE: YOUR AUDIT MAY BE UPLOADED INTO BIDSYNCH AS A SEPARATE PDF.** If you have questions regarding on how to upload/add an additional PDF, contact BidSync customer service.

Non-Profit organizations please see PART I: C: 1: Organizational Background, Item E

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: ORGANIZATIONAL/PROJECT READINESS

Project milestones are an effective method of demonstrating overall project readiness. Enter the date the milestone action was completed in column 1. If the milestone action is in progress, enter the start and end dates in columns 2 and 3. If the action is not applicable to your project, check column 4.

PROJECT/ORGANIZATION READINESS CHART				
	1 Action Complete	2 Action In Progress Start Date	3 Action In Progress End Date	4 Action N/A
Milestone Actions				
A. Governing Body approval to apply for funds				
B. Minute Order/Board Resolution				
C. Project found in current annual budget				
Staffing/Consultant assigned for design/ Implementation				
D. Feasibility Study				
Design				
Project in concept phase				
RFP/RFQ process administered				
Consultant contract with design engineer Negotiated				
Final plans and specifications written				
Finals plans and specifications approved				
Environmental Approvals (CEQA/NEPA)				
E. Acquisition/Rehabilitation				

1. Include in your application documentation regarding all completed milestone actions (i.e., Minute Order/Board Resolution, public hearing notice, closed session notice and/or Agenda and applicable documentation for Milestone Actions, A through E)
2. Include in your application a written status for all milestone actions marked as "In Progress." Include supporting documentation to support progress.
3. Include in your application a brief explanation as to why a given milestone action is not applicable to the project, if necessary.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

F: ENVIRONMENTAL INFORMATION FORM

Housing and Community Development & Homeless Prevention
1300 S. Grand, Building, B, Santa Ana, CA 92705
ENVIRONMENTAL INFORMATION FORM
NEPA (24 CFR Part 58)

PROJECT TITLE:

PROGRAM ACTIVITY (IES):

NAME OF SUBRECIPIENT:

FUND TYPE (S): ☐ CDBG ☐ HOME ☐ ESG ☐ NSP ☐ OCHA/OPERATING RESERVES ☐ CoC ☐ General Fund

CONTRACT NUMBER (S):

CONTRACT AMOUNT: \$ _____

PROJECT LOCATION: (Provide precise address and include Census Tract No. If confidential, please insert "Suppressed" and provide Census Tract No.)

PROJECT ACTIVITY LEVEL DESCRIPTION: (Please provide in detail the level of services you provide or the scope of rehabilitation and/or construction your project will involve. If needed, please use attachments.)

(Projects involving new construction, rehabilitation or acquisition activities must complete the SUPPLEMENTAL SITE INFORMATION portion of this form)

EXISTING ENVIRONMENTAL CONDITIONS: (Please, describe the surrounding environment around your project)

PREVIOUS GOVERNMENTAL ACTIONS/APPROVALS RECEIVED ON YOUR PROJECT: (If applicable, please list and attach a copy of any discretionary approvals you received on your project from a City or other County Agency.)

DISCRETIONARY APPROVAL (S) NEEDED FROM CITY/COUNTY TO COMPLETE YOUR PROJECT (S):

I hereby declare that the statements furnished above, including any exhibits attached hereto represent all information required for this assessment. Said statements together with any exhibits attached hereto are true and correct.

Signature _____

Title _____

Date _____

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

F. ENVIRONMENTAL INFORMATION (Continued)

Supplemental Site Information

PLEASE PROVIDE ALL KNOWN INFORMATION AS REQUESTED – CHECK ALL BOXES THAT APPLY

(All PF&I, Acquisition, Rehabilitation and/or New Construction Activities must include site photos and site plan)

Proposed Project Type:

- ☐ New Construction
 ☐ Acquisition
☐ Acquisition/Rehabilitation
 ☐ Rehabilitation

Description of the Proposal: Include all contemplated actions, which logically are either geographically, or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

Proposed Site: Zoning Designation: _____ General Plan Land Use Designation: _____

Is project in a floodplain? _____ FEMA Map No: _____ (attach copy)

Existing Use(s): Vacant Residential Commercial Industrial

Other: _____

(Specify)

Size of Site: _____ Acres _____ Sq. Ft. Assessor's Parcel No: _____

Age of Existing Structures: _____ years Year built: _____

Housing Rehabilitation and Public Facilities & Improvements Application

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F. ENVIRONMENTAL INFORMATION (Continued)

Prior Use(s)/Development(s): Residential Industrial Commercial

Agriculture Other: _____

If residential use, number of units: Proposed Existing

Studio # of units _____ 1 Bdrm # of units _____

2 Bedroom # of units _____ 3 Bedroom # of units _____ 4+Bedroom _____ units

Total Number of Units: _____ Total Number of Buildings: _____

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings.
[24 CFR 58.40(a)]

Is current zoning and use appropriate for the proposed site? If not, present a plan for obtaining any discretionary approvals.

Prior Analysis:

Have there been any prior Environmental Reviews completed for the proposed site or project within the last five (5) years. *If yes, please attach copies of the Environmental Review.* ☐ Yes ☐ No

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

F. ENVIRONMENTAL INFORMATION (Continued)

Has the site been involved in any other proposals previously submitted to this office? ☐ Yes ☐ No

Title of Prior Proposal: _____

Applicant's Name: _____

Eventual Result: ☐ Project Not Funded

☐ Project Funded \$ _____

☐ Project Completed Date Completed _____

☐ Project Cancelled Date Cancelled _____

Describe reasons why project was cancelled:

REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

PART III

PART III: PUBLIC FACILITIES & IMPROVEMENTS **(COMPONENT B) – SCORED CRITERIA**

A: PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE

Please explain the beneficiaries and services the project provides.

1. Please provide a comprehensive description of the project's (1) priority, (2) sub-activity, (3) population(s) to be served, (4) accomplishment level, and (5) services to be provided and (6) does project meet the HUD Eligibility Requirements and a National Objective (LMC, LMA or LMH). The applicants must describe why this project is needed, and cite evidence to substantiate the need. **Include in this Part, clear photo/s of the project area/areas and include explanation. If this project is located in multiple areas, only submit up to four (4) photos of different project areas and include explanation.**
2. Answer the following:
 - a. Summarize the Scope of Work for your project including the minimum number of units to be assisted by federal funding.
 - b. Why is the project needed?
 - c. Describe how the project preserves a low and moderate-income neighborhood, or provided other community benefits.
3. HUD Demographics:

a. Does this project help prevent homelessness?	☐	Yes	☒	No
b. Does this project help the homelessness?	☐	Yes	☒	No
c. Does this project help those with HIV or AIDS?	☐	Yes	☒	No
d. Does this project primarily help persons with disabilities?	☒	Yes	☐	No
4. **Refer to Priorities below:** Projects may address more than one community development need; however, in order to be considered as addressing a “High Priority” community development need, the application/project must meet the High Priority Needs Level identified by the Urban County, see High Priority needs below. Projects with a low needs level **may not be considered** or funding this fiscal year.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

A: PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE (Continued)

PRIORITY PREFERENCES

The County has identified the following high priority community development needs for the use of CDBG funds during Fiscal Years 2015-2019:

- a. Senior Centers
- b. Homeless Facilities
- c. Neighborhood Facilities
- d. Water/Sewer Improvements
- e. Street Improvements
- f. Sidewalk Improvements

Source: FY 2015-19 Consolidated Plan

Low Priority activities may not eligible for funding under this RFP.

5. Answer each question below in approximately one to four paragraphs.

- a. Based upon your description of this project in Part II.A: Priority Needs HUD Eligibility Requirements and National Objective, state how your organization will address meeting a priority need with your performance and outcomes. In your description, state how your performance objectives and performance outcomes apply to the project's beneficiaries and specifically explain how this project will affect the beneficiaries.
- b. Describe what tools your organization will utilize to measure this project's effect on the intended beneficiaries. In your description include how your organization will measure its success in meeting the needs of the project's beneficiaries.
- c. Describe the specific population that your project will serve (i.e., low to moderate-income).
- d. Describe the intended benefits to the population being served (i.e., preservation of a low to moderate-income neighborhood).

PART III RESPONSES (A through E)

A: PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS

AND NATIONAL OBJECTIVE

1. The question was asked: **Please provide a description of the project's (1) priority, (2) sub-activity, (3) population(s) to be served, (4) accomplishment level, and (5) services to be provided and (6) does project meet the HUD Eligibility Requirements and a National Objective (LMC, LMA or LMH).**

(1) Priority: As a Senior Center, this project is considered a high priority project as identified in the FY 2015-2019 Consolidated Plan. The Florence Sylvester Memorial Senior Center provides vital services to the elderly/frail elderly population of the community. Currently, over 400 persons are served on a daily basis.

(2) Sub-Activity: Funds are requested for Fiscal Year 2018-2019 to replace three (3) HVAC units and one (1) hot water unit, all of which are twenty years old. HVAC units would be replaced with high efficiency particulate air (HEPA) filters to enhance health safety for the elderly/frail elderly population. Funds requested for Fiscal Year 2019-2020 are to replace carpet in six rooms with non-skid tile flooring; install an Americans with Disabilities Act (ADA) accessible ramp on the north side of the Center adjacent to a bus stop to improve accessibility to the Center; and to refinish doors throughout the Center that have been damaged by mobility aids. These improvements would directly benefit the community and its many low and moderate-income participants by providing increased accessibility to the Center for the elderly/frail elderly.

Additionally, since the Center serves as a cooling center during extreme heat events, these improvements would also serve to benefit the health and wellness of the elderly/frail elderly. Furthermore, these activities will allow the Center to better serve the needs of the elderly population.

- (3) Population(s) to be served: Because the Florence Sylvester Memorial Senior Center only services the elderly/frail elderly, these improvements will directly benefit the senior/elderly population of the community, which are predominantly low and moderate-income persons.
- (4) Accomplishment level: There are currently measures in place to track participation in the various programs offered at the Florence Sylvester Memorial Senior Center. With these improvements, the Florence Sylvester Memorial Senior Center staff will be better equipped to continue to meet the growing demand and utilization by this fast-growing demographic group. The project's effect on the intended participants will be noticeable as the Center's accessibility, safety, and sustainability will be improved. Consequently, this project will allow for increased access to the disabled elderly/frail elderly population of the community.
- (5) Services to be provided: The Florence Sylvester Memorial Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 400 elderly persons are served on a daily basis. This project is needed to provide increased accessibility to the Center for the elderly/frail elderly. Consequently, this project will allow for increased access to the disabled elderly/frail elderly population of the community.

(6) Does project meet the HUD Eligibility Requirements and a National Objective:

This project meets all the eligibility requirements as laid out by HUD due to a number of eligible block groups. In addition, this project's national objective serves a Low/Mod Areas (LMA) and directly services a Low/Mod Clientele (LMC).

2. The question was asked: **Answer the following:**

a. **Summarize the Scope of Work for your project including the minimum number of units to be assisted by federal funding.**

The Florence Sylvester Memorial Senior Center provides a variety of services to the elderly/frail elderly population of the community. Due to the high number of elderly/frail elderly population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds for Fiscal Year 2018-2019 to replace three (3) HVAC units and one (1) hot water unit, all of which are twenty years old. HVAC units would be replaced with high efficiency particulate air (HEPA) filters to enhance health safety for the elderly/frail elderly population. Funds requested for Fiscal Year 2019-2020 are to replace carpet in six rooms with non-skid tile flooring; install an ADA accessible ramp on the north side of the Center adjacent to a bus stop to improve accessibility to the Center; and to refurbish doors throughout the Center that have been damaged by mobility aids.

b. **Why is the project needed?**

The Florence Sylvester Memorial Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently,

over 400 elderly persons are served on a daily basis. This project is needed to increase accessibility to and safety of the Center.

- c. **Describe how the project preserves a low and moderate-income neighborhood, or provided other community benefits.**

The Florence Sylvester Memorial Senior Center addresses the needs of the elderly population in the community, which are predominantly low and moderate-income persons. The Center represents a safe and accessible senior center for the community, and these improvements would allow the Center to provide continued access for the elderly/frail elderly population.

5. The question was asked: **Answer each question below in approximately one to four paragraphs.**

- a. **Based upon your description of this project in Part II.A: Priority Needs HUD Eligibility Requirements and National Objective, state how your organization will address meeting a priority need with your performance objectives and performance outcomes apply to the project's beneficiaries and specifically explain how this project will affect the beneficiaries.**

The Florence Sylvester Memorial Senior Center provides vital services to the elderly/frail elderly population of the community. Funds are requested for Fiscal Year 2018-2019 to replace three (3) HVAC units and one (1) hot water unit, all of which are twenty years old. HVAC units would be replaced with high efficiency particulate air (HEPA) filters to enhance health safety for the elderly/frail elderly population. Funds requested for Fiscal Year 2019-

2020 are to replace carpet in six rooms with non-skid tile flooring; install an ADA accessible ramp on the north side of the Center adjacent to a bus stop to improve accessibility to the Center; and to refurbish doors throughout the Center that have been damaged by mobility aids. This project would directly benefit the community and its many low and moderate-income participants by increasing accessibility to and safety of the Center for disabled persons and the elderly/frail elderly population. These activities will allow the Center to better serve the needs of the elderly population. As such, these activities contribute to the performance objectives of creating a suitable living environment and result in performance outcomes of increased sustainability.

- b. **Describe what tools your organization will utilize to measure this project's effect on the intended beneficiaries. In your description include how your organization will measure its success in meeting the needs of the project's beneficiaries.**

There are currently measures in place to track participation in the various programs offered at the Florence Sylvester Memorial Senior Center. With these improvements, the Florence Sylvester Memorial Senior Center staff will be better equipped to continue to meet the growing demand and utilization by this fast-growing demographic group. The project's effect on the intended participants will be noticeable as continued accessibility to the Center is improved. In addition, the Center will continue to better meet the needs of the elderly population of the community.

- c. **Describe the specific population that your project will serve (i.e, low to moderate-income).**

Because the Florence Sylvester Memorial Senior Center only services the elderly/frail elderly, these improvements will directly benefit the senior/elderly population of the community, which are predominantly low and moderate-income persons.

- d. **Describe the intended benefits to the population being served (i.e., preservation of a low to moderate-income neighborhood).**

The intended benefits for the population being served are as follows: preservation of low and moderate-income elderly persons, improve and maintain quality of life of the elderly, and improve accessibility. Additionally, the Florence Sylvester Memorial Senior Center provides resources and assistance to family members and caregivers who feel overwhelmed and unprepared to handle caring for an older or disabled adult.

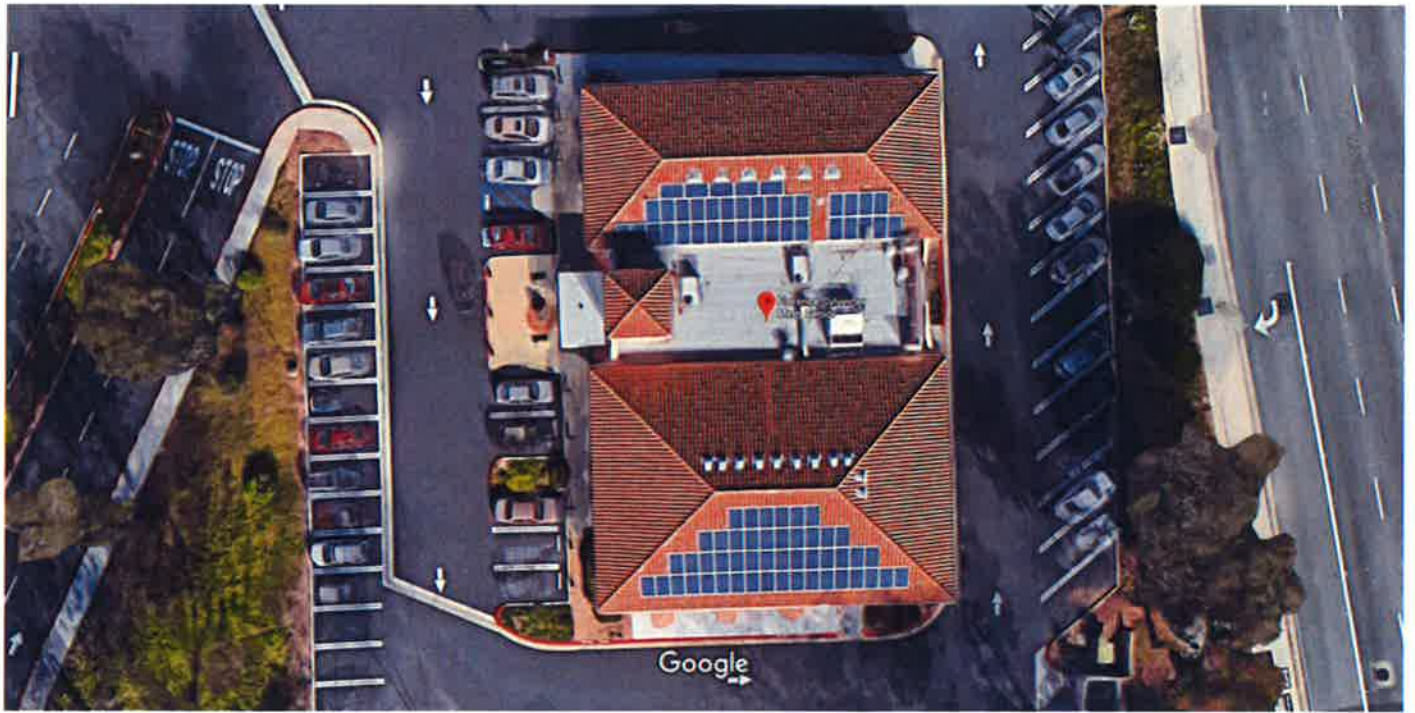




Florence Sylvester Mem Senior - Google Maps

<https://www.google.com/maps/place/Florence+Sylvester+Mem+Senior/@33.6178145,-11>

Google Maps Florence Sylvester Mem Senior



Imagery ©2018 Google, Map data ©2018 Google 10 ft



Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

A: PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE (Continued)

ELIGIBLE BLOCK GROUPS

1. Is the project/activity Limited Clientele (LMC)? Yes ☒ No ☐

If LMC, please include address and or map of improved locations.

2. Is the project/activity Low/Mod Housing (LMH)? Yes ☐ No ☒

3. Does the project/activity serve Low/Mod Area (LMA)? Yes ☒ No ☐

If yes, must provide Low/Low-Mod Census information below

- a. **ELIGIBLE BLOCK GROUP – If your project's national objective is Low Mod Area (LMA) please complete the table below.**

A map identifying the eligible census tract(s) and block group(s) is required in this section if you are qualifying for a low to moderate-income area. The following is a link to obtain maps from the U.S. Department of Census Bureau: <http://www2.census.gov/geo/maps/dc10map/tract/> or at <http://www.huduser.org/datasets/qct.html>

ELIGIBLE BLOCK GROUP TABLE				
Eligible Block Group	Eligible Census Tracts	Number of Low to Moderate-Income Population	Total of Population	Percentage of Low to Moderate-Income Population
4	626.5	1,392	1,625	85.6%
5	626.22	1,077	1,281	84%
2	423.20	345	434	79.5%
5	423.07	1,086	1,235	87.9%

4. If a project's boundaries are not within an Eligible Block Group, please answer the following questions:

- a. Have you submitted a survey to HUD? Date survey submitted to HUD:

Yes ☐ No ☐

- b. Did HUD approve your survey? Please attach a copy of the approval letter from HUD. Projects cannot be awarded funding without a survey approved by HUD.

Yes ☐ No ☐

- c. Please attach clearly-defined map(s).



Local Data Search

Search State, County, City, Zip Code, or Area Code

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Block Group 042307-5

Basic Information

[Population and Races](#)

[Income and Careers](#)

[Housing](#)

Census Tract 042307

[Laguna Hills, CA](#)

[Orange County](#)

[California State](#)

[Los Angeles, Long Beach, Santa Ana Area](#)

Census Block Group 042307-5 in Orange County, California

[Basic Information](#) [Population and Races](#) [Income and Careers](#) [Housing](#)

Population	1,235 (2010), see rank
House Units	411, see rank
Race	Whites:58.4%, Hispanics:37.3%, Blacks:2.4%, Asians:14.1%, Others:25.1%
Population Density:	10,630.27/sq mi, see rank
Median Household Income:	\$87,137, see rank
Median House Price:	\$607,800, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.12 sq mi, see rank
Water Area:	0.00 sq mi (0.00%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
City:	Laguna Hills
Census Tract:	042307
School District:	Saddleback Valley Unified School District ★★★★★

Hot Rankings

[The Richest Block Group Nearby](#)
[House Price Ranking Nearby](#)
[Population Ranking Nearby](#)
[Fastest / Slowest Growing Cities in CA](#)
[High / Low CA Cities by Males Employed](#)
[High / Low CA Cities by Females Employed](#)
[Best / Worst Cities by Crime Rate in CA](#)
[Richest / Poorest Cities by Income in CA](#)
[Expensive / Cheapest Homes by City in CA](#)
[Most / Least Educated Cities in CA](#)

Public Records: **Online** Status: **Active**

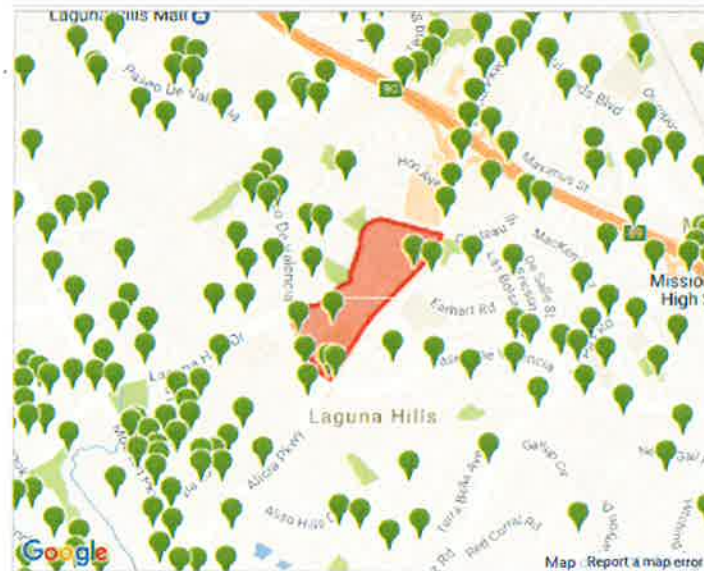
This site contains REAL police records (court records of driving citations, speeding tickets, felonies, misdemeanors, offenses, mugshots, etc.), background reports, court documents, address information, phone numbers, and much more.

Truthf

Enter Site

Block Group 042307-5 Map, Border, and Nearby Locations

Census Blocks Map View. Partial data. Zoom in to see more. Click icon to show name.



Show More Locations on the Map

Census Blocks*
[Census Block Groups*](#)
[Census Tracts*](#)
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[School Districts](#)
[Cities](#)
[Counties](#)
[Metro Areas](#)
[States](#)

* Census Blocks, Census Block Groups, and Census Tracts are geo areas that are normally smaller than the size of a city. Census Blocks provide block and community level information. They are great for understanding areas within a city.

Block Group 042307-5 Blocks

[CA0590423075000](#) Laguna Hills [CA0590423075001](#) Laguna Hills [CA0590423075002](#) Laguna Hills
[CA0590423075003](#) Laguna Hills [CA0590423075004](#) Laguna Hills [CA0590423075005](#) Laguna Hills

*A census block group is a geographic area defined by the United States Census Bureau and used for the census. On average, a census block group has around 1,500 residents. Census block groups, as well as census tracts, are more uniformly distributed in terms of the number of residents than cities or zip codes. Also, the census block group and the census tract demographic data are nearly 100% complete vs. less than 70% coverage of demographic data for cities and zip codes. Therefore census block groups and the census tracts are an excellent way to understand locations in a smaller scale, for example understanding the different areas of a large city. Census block groups are smaller than census tracts and can be further divided into census blocks for understanding locations at the block and community level.



Local Data Search

Search State, County, City, Zip Code, or Area Code

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Block Group 042320-2

Basic Information

[Population and Races](#)

[Income and Careers](#)

[Housing](#)

Census Tract 042320

Orange County

California State

[Los Angeles, Long Beach, Santa Ana Area](#)

Census Block Group 042320-2 in Orange County, California

[Basic Information](#) / [Population and Races](#) / [Income and Careers](#) / [Housing](#)

Population	434 (2010), see rank
House Units	306, see rank
Race	Whites: 78.3%, Hispanics: 17.3%, Blacks: 2.1%, Asians: 5.8%, Others: 13.8%
Population Density:	4,201.54/sq mi, see rank
Median Household Income:	\$58,533, see rank
Median House Price:	\$171,000, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.10 sq mi, see rank
Water Area:	0.00 sq mi (0.00%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
Census Tract:	042320
School District:	Saddleback Valley Unified School District ★★☆☆☆

Hot Rankings

[The Richest Block Group Nearby](#)
[House Price Ranking Nearby](#)
[Population Ranking Nearby](#)
[Fastest / Slowest](#) Growing Cities in CA
[High / Low](#) CA Cities by Males Employed
[High / Low](#) CA Cities by Females Employed
[Best / Worst](#) Cities by Crime Rate in CA
[Richest / Poorest](#) Cities by Income in CA
[Expensive / Cheapest](#) Homes by City in CA
[Most / Least](#) Educated Cities in CA

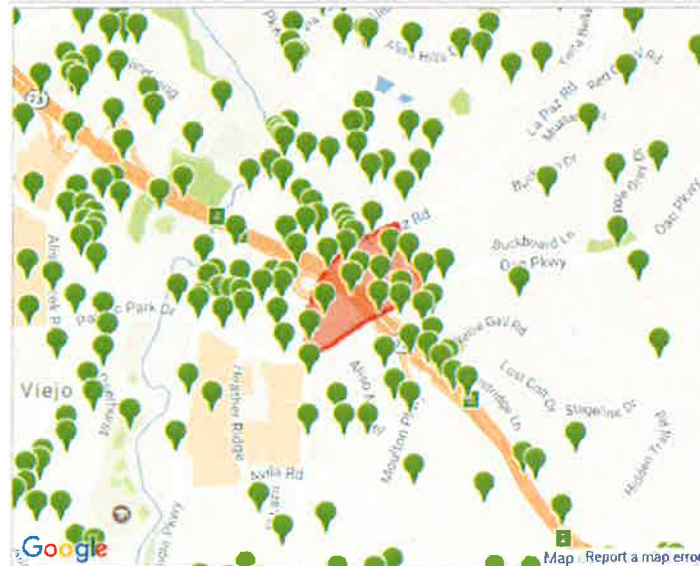
Electrical Training

Classes Starting Soon. Request Info Today. Job Training Available
 Go to [intercoast.edu/Electrical](#)



Block Group 042320-2 Map, Border, and Nearby Locations

Census Blocks Map View. Partial data. Zoom in to see more. Click icon to show name.



Show More Locations on the Map

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[Counties](#)
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[States](#)

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Block Group 042320-2 Blocks

CA0590423202000	Laguna Hills	CA0590423202001	Laguna Hills	CA0590423202002	Laguna Hills
CA0590423202003	Laguna Hills	CA0590423202004	Laguna Hills	CA0590423202005	Laguna Hills
CA0590423202006	Laguna Hills	CA0590423202007	Laguna Hills	CA0590423202008	Laguna Hills
CA0590423202009	Aliso Viejo	CA0590423202010	Aliso Viejo	CA0590423202011	Aliso Viejo
CA0590423202012	Aliso Viejo	CA0590423202013	Aliso Viejo	CA0590423202014	Aliso Viejo
CA0590423202015	Aliso Viejo	CA0590423202016	Aliso Viejo	CA0590423202017	Aliso Viejo
CA0590423202018	Aliso Viejo	CA0590423202019	Aliso Viejo	CA0590423202020	Aliso Viejo
CA0590423202021	Aliso Viejo	CA0590423202022	Laguna Hills		

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Local Data Search

Search State, County, City, Zip Code, or Area Code

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Block Group 062622-5

Census Block Group 062622-5 in Orange County, California

Basic Information

Population and Races

Income and Careers

Housing

Census Tract 062622

Orange County

California State

Los Angeles, Long Beach,
Santa Ana Area
[Basic Information](#) / [Population and Races](#) / [Income and Careers](#) / [Housing](#)

Population	1,281 (2010), see rank
House Units	986, see rank
Race	Whites:83.4%, Hispanics:4.8%, Blacks:0.9%, Asians:12.9%, Others:2.9%
Population Density:	2,806.39/sq mi, see rank
Median Household Income:	\$38,018, see rank
Median House Price:	\$214,000, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.46 sq mi, see rank
Water Area:	0.00 sq mi (0.04%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
Census Tract:	062622
School District:	Saddleback Valley Unified School District ★★★★★

Hot Rankings

[The Richest Block Group Nearby](#)
[House Price Ranking Nearby](#)
[Population Ranking Nearby](#)
[Fastest / Slowest Growing Cities in CA](#)
[High / Low CA Cities by Males Employed](#)
[High / Low CA Cities by Females Employed](#)
[Best / Worst Cities by Crime Rate in CA](#)
[Richest / Poorest Cities by Income in CA](#)
[Expensive / Cheapest Homes by City in CA](#)
[Most / Least Educated Cities in CA](#)

Public Records: **Online** Status: Active

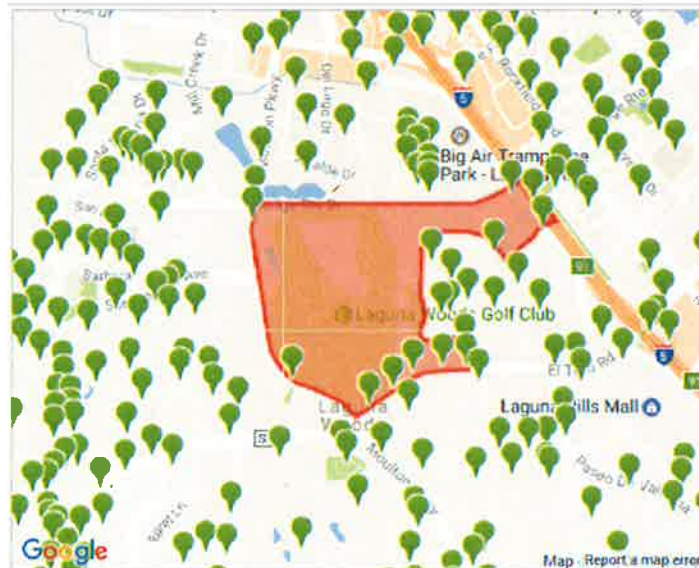
Truthi

This site contains REAL police records (court records of driving citations, speeding tickets, felonies, misdemeanors, offenses, mugshots, etc.), background reports, court documents, address information, phone numbers, and much more.

Enter Site

Block Group 062622-5 Map, Border, and Nearby Locations

Census Blocks Map View. Partial data. Zoom in to see more. Click icon to show name.



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[Metro Areas](#)
[States](#)

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Block Group 062622-5 Blocks

[CA0590626225000](#) Laguna Hills
[CA0590626225003](#) Laguna Woods
[CA0590626225006](#) Laguna Woods
[CA0590626225009](#) Laguna Woods

[CA0590626225001](#) Laguna Hills
[CA0590626225004](#) Laguna Woods
[CA0590626225007](#) Laguna Woods
[CA0590626225010](#) Laguna Woods

[CA0590626225002](#) Laguna Hills
[CA0590626225005](#) Laguna Woods
[CA0590626225008](#) Laguna Woods
[CA0590626225011](#) Laguna Woods

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Local Data Search

Search State, County, City, Zip Code, or Area Code

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Block Group 062625-4

Basic Information

[Population and Races](#)[Income and Careers](#)[Housing](#)[Census Tract 062625](#)[Laguna Hills, CA](#)[Orange County](#)[California State](#)[Los Angeles, Long Beach, Santa Ana Area](#)

Census Block Group 062625-4 in Orange County, California

[Basic Information](#) [Population and Races](#) [Income and Careers](#) [Housing](#)

Population	1,625 (2010), see rank
House Units	355, see rank
Race	Whites:38.5%, Hispanics:82.5%, Blacks:0.6%, Asians:7.8%, Others:53.1%
Population Density:	7,439.20/sq mi, see rank
Median Household Income:	\$29,375, see rank
Median House Price:	\$225,900, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.22 sq mi, see rank
Water Area:	0.00 sq mi (0.00%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
City:	Laguna Hills
Census Tract:	062625
School District:	Saddleback Valley Unified School District ★★★★★

Hot Rankings

[The Richest Block Group Nearby](#)
[House Price Ranking Nearby](#)
[Population Ranking Nearby](#)
[Fastest / Slowest Growing Cities in CA](#)
[High / Low CA Cities by Males Employed](#)
[High / Low CA Cities by Females Employed](#)
[Best / Worst Cities by Crime Rate in CA](#)
[Richest / Poorest Cities by Income in CA](#)
[Expensive / Cheapest Homes by City in CA](#)
[Most / Least Educated Cities in CA](#)

Masters in Cybersecurity

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Block Group 062625-4 Map, Border, and Nearby Locations

Census Blocks Map View. **Partial data.** Zoom in to see more. Click icon to show name.[Show More Locations on the Map](#)

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Block Group 062625-4 Blocks

CA0590626254000 Laguna Hills	CA0590626254001 Laguna Hills	CA0590626254002 Laguna Hills
CA0590626254003 Laguna Hills	CA0590626254004 Laguna Hills	CA0590626254005 Laguna Hills
CA0590626254006 Laguna Hills	CA0590626254007 Laguna Hills	CA0590626254008 Laguna Hills
CA0590626254009 Laguna Hills	CA0590626254010 Laguna Hills	CA0590626254011 Laguna Hills
CA0590626254012 Laguna Hills	CA0590626254013 Laguna Hills	CA0590626254014 Laguna Hills
CA0590626254015 Laguna Hills	CA0590626254016 Laguna Hills	CA0590626254017 Laguna Hills
CA0590626254018 Laguna Hills	CA0590626254019 Laguna Hills	CA0590626254020 Laguna Hills
CA0590626254021 Laguna Hills		

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Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET

FY 2018-19 Funding Request and Accomplishment Budget is a snapshot of your total project budget. Complete the chart by providing the total requested amount for your project, the total leveraged amount for your project, and the total accomplishment level for your project.

1. Complete table below.

FUNDING REQUEST & ACCOMPLISHMENT BUDGET ACTIVITY TABLE		
Funds Request		
	Example	FY 2018-19
A. Funds Requested	\$ 75,000	70,000.00
B. Leveraging	\$ 50,000	6,734.44
C. Total Project Funding (A+B)	\$ 125,000	76,734.44
D. Goals/Accomplishments	2 Facilities	1 Facility

Two Tier Funding:

Maximum funding amount for Public Facilities and Improvements (PF&I) project - \$350,000 with 20% leveraged other funds.

Maximum funding amount for Public Facilities and Improvements (PF&I) project funding is \$150,000 without 20% leveraged funding.

FY 2018-19 CDBG funding may increase or decrease based on HUD's final allocation of CDBG funds to the Urban County/Housing and Community Development and Homeless Prevention. We estimate a total of \$1,191,160 may be available for PF&I projects.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2019-20 Funding Request and Accomplishment Budget is a snapshot of your total project budget. Complete the chart by providing the total requested amount for your project, the total leveraged amount for your project, and the total accomplishment level for your project.

2. Complete table below.

FUNDING REQUEST & ACCOMPLISHMENT BUDGET ACTIVITY TABLE		
Funds Request		
	Example	FY 2019-20
A. Funds Requested	\$ 75,000	70,000
B. Leveraging	\$ 50,000	6,869.90
C. Total Project Funding (A+B)	\$ 125,000	76,869.90
D. Goals/Accomplishments	2 Facilities	1 Facility

Two Tier Funding:

Maximum funding amount for Public Facilities and Improvements (PF&I) project - \$350,000 with 20% leveraged other funds.

Maximum funding amount for Public Facilities and Improvements (PF&I) project funding is \$150,000 without 20% leveraged funding.

For FY 2019-20 funding will be estimated as being the same as FY 2018-19, dependent on HUD allocations.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2018-19 Resource Value (Leveraging)

Resources such as professional services should be valued at a fair-market rate. Buildings and equipment should also be valued at the fair-market rental value. Volunteer time should be valued at \$10.00 per hour.

1. Complete Leveraging Table

- a. Type of resource to complete a specific project activity.
- b. Project activity necessary to complete the project.
- c. Source of Leverage, what is the source of the leverage.
- d. Leverage value, earmarked for FY 2018-19.
- e. Attach leveraging letters

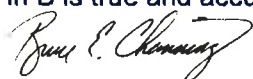
LEVERAGING TABLE FY 2018-19			
Example			
1. Type of Resource	2. Project Activity	3. Source of Leverage	4. Leverage Value
Staffing	Project Management	Gas Tax	\$20,000
Engineer	Project Design/Engineering	City General Fund	\$50,000
Total Leveraging			\$70,000
1. Type of Resource	2. Project Activity	3. Source of Leverage	4. Leverage Value
Staffing	Project Management	City General Fund	6,734.44
Total Leveraging			6,734.44

*Maximum number of points awarded to projects demonstrating dollar amount of leveraged resources.

LEVERAGING CERTIFICATION

I certify on behalf of City of Laguna Hills and attest that all leveraged
(Agency Name)

resources contained in B, have not been previously used for other project(s) and that all information contained in B is true and accurate to the best of my knowledge.



Authorized Signature

1/17/2018

Date

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2019-20 Resource Value (Leveraging)

Resources such as professional services should be valued at a fair-market rate. Buildings and equipment should also be valued at the fair-market rental value. Volunteer time should be valued at \$10.00 per hour.

2. Complete Leveraging Table

- a. Type of resource to complete a specific project activity.
- b. Project activity necessary to complete the project.
- c. Source of Leverage, what is the source of the leverage.
- d. Leverage value, earmarked for FY 2019-20.
- e. Attach leveraging letters

LEVERAGING TABLE FY 2019-20			
Example			
1. Type of Resource	2. Project Activity	3. Source of Leverage	4. Leverage Value
Staffing	Project Management	Gas Tax	\$20,000
Engineer	Project Design/Engineering	City General Fund	\$50,000
Total Leveraging			\$70,000
1. Type of Resource	2. Project Activity	3. Source of Leverage	4. Leverage Value
Staffing	Project Management	City General Fund	6,869.90
Total Leveraging			6,869.90

*Maximum number of points awarded to projects demonstrating dollar amount of leveraged resources.

LEVERAGING CERTIFICATION

I certify on behalf of City of Laguna Hills and attest that all leveraged
(Agency Name)

resources contained in B, have not been previously used for other project(s) and that all information contained in B is true and accurate to the best of my knowledge.



Authorized Signature

11/17/2018

Date



CITY OF LAGUNA HILLS

City Manager

January 17, 2018

Judi Crumly
OC Community Resources - Purchasing
1770 N. Broadway
Santa Ana, CA 92706

**RE: RESOURCE LEVERAGING RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT
FOR FY 2018/2019 and 2019/2020 FOR THE FLORENCE SYLVESTER MEMORIAL SENIOR CENTER
REHABILITATION**

Dear Ms. Crumly:

The City of Laguna Hills is committed to the success of the Florence Sylvester Memorial Senior Center Rehabilitation and anticipates dedicating staff time to the administration and monitoring of the construction activities and program implementation. We estimate that staff will provide approximately 106 hours of project management for each fiscal year. Based on the hourly rate cost of staff administering the program, the City anticipates committing an estimated \$6,734.44 and \$6,869.90 for FY 2018/2019 and 2019/2020, respectively, in staff time, paid from the City's General Fund.

Please contact me if you need any additional information.

Sincerely,

Bruce E. Channing
City Manager

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

PROJECT BUDGET

FY 2018-19 Complete Project Budget table below by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Funds Request portion of Section B: (Funding Request and Accomplishment Budget, Leveraging Activity Table).

- Maximum funding amount for Public Facilities and Improvements (PF&I) project - \$350,000 with 20% leveraged other funds.
- Maximum funding amount for Public Facilities and Improvements (PF&I) project funding is \$150,000 without 20% leveraged funding.

1. Complete Project Budget Table

PROJECT BUDGET TABLE – FY 2018-19			
Example			
Project Costs	Urban County Funds	Leveraged Resources	Total
Project Activity: Design/Project	\$ 50,000	\$ 30,000	\$ 80,000
Project Activity: Acquisition	\$ 25,000	\$ 20,000	\$ 45,000
Total Project Cost	\$ 75,000	\$ 50,000	\$ 125,000
Project Costs	Urban County Funds	Leveraged Resources	Total
Project Activity: Design/Project Development		6,734.44	6,734.44
Project Activity: Acquisition			
Project Activity: Construction	70,000		
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Total Project Cost			76,734.44

2. Provide a detailed description of each project activity listed in above Table.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

PROJECT BUDGET

FY 2019-20 Complete Project Budget chart below, by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Funds Request portion of Section B: (Funding Request and Accomplishment Budget, Leveraging Activity Table).

- Maximum funding amount for Public Facilities and Improvements (PF&I) project - \$350,000 with 20% leveraged other funds.
- Maximum funding amount for Public Facilities and Improvements (PF&I) project funding is \$150,000 without 20% leveraged funding.

3. Complete Project Budget Table

PROJECT COST BUDGET TABLE – FY 2019-20			
Example			
Project Costs	Urban County	Leveraged Resources	Total
Project Activity: Design/Project	\$ 50,000	\$ 30,000	\$ 80,000
Project Activity: Acquisition	\$ 25,000	\$ 20,000	\$ 45,000
Total Project Cost	\$ 75,000	\$ 50,000	\$ 125,000
Project Costs	Urban County Funds	Leveraged Resources	Total
Project Activity: Design/Project Development		6,869.90	6,869.90
Project Activity: Acquisition			
Project Activity: Construction	70,000		
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Total Project Cost			76,869.90

4. Provide a detailed description of each project activity listed in above Table.

PART III RESPONSES (A through E)**B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND
PROJECT BUDGET**

2. The question was asked: **Provide a detailed description of each project activity listed in above Table.**

There are two project activities associated with this project. Design/Project Management encompasses the project implementation and administration necessary in order to successfully complete the project. This activity is actively carried out in the General Government Department and includes contract administration, project development, and all other necessary oversight. For Fiscal Year 2018-2019, the Construction project activity includes the following: replace three (3) HVAC units and one (1) hot water unit, all of which are twenty years old. HVAC units would be replaced with high efficiency particulate air (HEPA) filters to enhance health safety for the elderly/frail elderly population.

4. The question was asked: **Provide a detailed description of each project activity listed in above Table.**

There are two project activities associated with this project. Design/Project Management encompasses the project implementation and administration necessary in order to successfully complete the project. This activity is actively carried out in the General Government Department and includes contract administration, project development, and all other necessary oversight. For Fiscal Year 2019-2020, the Construction project activity includes the following: replace carpet in six rooms with non-skid tile flooring; install an ADA accessible ramp on

the north side of the Center adjacent to a bus stop to improve accessibility to the Center; and to refurbish doors throughout the Center that have been damaged by mobility aids.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: PERFORMANCE OBJECTIVES, OUTCOMES AND BENEFITS

1. Using the definitions below, complete the Performance Objectives and Outcomes table by stating project activity, output, performance objectives and performance outcomes.

Activity Identify project activities geared towards completing project, set quantifiable units of accomplishments (e.g., planning, construction, inspections).

Output Identify project outputs such as proposed units of accomplishments (what do you hope to achieve from your project, (e.g., complete 1,000 lf of sidewalk).

Performance Objectives

- a. **Suitable Living Environment:** In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- b. **Decent Affordable Housing:** The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose for the project is to meet the individual family or community needs and not programs where the housing is an element of a larger effort.
- c. **Creating Economic Opportunities:** This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Performance Outcomes

- a. **Availability/Accessibility:** This outcome category applies to activities that make services, infrastructure, housing, or shelter available or accessible to low and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income people.
- b. **Affordability:** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- c. **Sustainability (Promoting Livable or Viable Communities):** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate-income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: PERFORMANCE OBJECTIVES, OUTCOMES AND BENEFITS (Continued)

PERFORMANCE OBJECTIVES AND OUTCOMES TABLE			
Example			
Activity	Outputs	Performance Objectives	Performance Outcomes
Inspection	1000 Lf. of Sidewalk	Suitable Living Environment	Availability/Accessibility
Construction	300 Sq. Ft. of Lumber	Decent Affordable Housing	Affordability
Activity	Outputs	Performance Objectives	Performance Outcomes
Construction	3 HVAC Units	Suitable Living Environment	Availability/Accessibility
Construction	1 Hot Water Unit	Suitable Living Environment	Availability/Accessibility
Construction	ADA Accessible Ramp	Suitable Living Environment	Availability/Accessibility
Construction	1,000 Sq. Ft. slip-resistant tile	Suitable Living Environment	Availability/Accessibility

2. Priority Categories:

Complete the following category, if applicable.

You may only select one category:

- a. **Projects with a "Regional Benefit:** Please describe how your project will benefit populations in one or more of the "North", "West-Central" or "South" County areas.

OR

- b. **Projects that serve the homeless:** Please describe how your project serves the homeless population and how your project is consistent with the County's Ten Year Plan to end Homelessness.

OR

- c. **Projects that fulfill federal Regulations or assist in achieving compliance with Federal law** (e.g. Non Compliance with ADA): Please describe how your project is consistent with federal Regulations or how it will achieve compliance with federal Regulations.

- d. Please site specific law or federal regulation to support your category above.

PART III RESPONSES (A through E)

C: PERFORMANCE OBJECTIVES, OUTCOMES AND BENEFITS

1. The question was asked: **Complete the applicable questions. You may only select for one category:**

- (a) **Projects with a “Regional Benefit: Please describe how your project will benefit populations in one or more of the “North”, “West-Central” or “South” County areas.**

The Florence Sylvester Memorial Senior Center directly services the elderly/frail elderly population of the community, which are predominantly low and moderate-income persons, not only in the City of Laguna Hills but throughout the South County region, including the neighboring cities of Laguna Woods and Aliso Viejo. The region benefits greatly as over 400 elderly persons are currently served on a daily basis. This project would benefit the community of Laguna Hills and nearby jurisdiction by increasing the Center's sustainability, increasing accessibility to the Center, thereby resulting in continued access to the Center for the elderly/frail elderly members of the community.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: PERFORMANCE OBJECTIVES, OUTCOMES AND BENEFITS (Continued)

1. ELIGIBLE BLOCK GROUPS

- a. Is the project/activity Limited Clientele (LMC)? ☒ Yes ☐ No
- b. Is the project/activity Low/Mod Housing (LMH)? ☐ Yes ☒ No
- c. Does the project/activity serve Low/Mod Area (LMA)? ☒ Yes ☐ No

ELIGIBLE BLOCK GROUP – If your project's national objective is Low Mod Area (LMA) please complete the chart below.

A map identifying the eligible census tract(s) and block group(s) is required in this section if you are qualifying for a low to moderate-income area. The following is a link to obtain maps from the U.S. Department of Census Bureau: <http://www2.census.gov/geo/maps/dc10map/tract/> or at <http://www.huduser.org/datasets/qct.html>

Eligible Block Groups Table

ELIGIBLE BLOCK GROUP TABLE				
Eligible Block Groups	Eligible Census Tracts	Number of Low to Moderate-Income Population	Total of Population	Percentage of Low to Moderate-Income Population
4	626.5	1,392	1,625	85.6%
5	626.22	1,077	1,281	84%
2	423.20	345	434	79.5%
5	423.07	1,086	1,235	87.9%

2. If a project's boundaries are not within an Eligible Block Group, please answer the following questions:

- a. Have you submitted a survey to HUD? Date survey submitted to HUD:
- ☐ Yes ☐ No
- b. Did HUD approve your survey? Please attach a copy of the approval letter from HUD. Projects cannot be awarded funding without a survey approved by HUD.
- ☐ Yes ☐ No
- c. Please attach clearly-defined map(s).



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Block Group 042307-5

Basic Information

[Population and Races](#)

[Income and Careers](#)

[Housing](#)

[Census Tract 042307](#)

[Laguna Hills, CA](#)

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[Los Angeles, Long Beach, Santa Ana Area](#)

Census Block Group 042307-5 in Orange County, California

[Basic Information](#) [Population and Races](#) [Income and Careers](#) [Housing](#)

Population	1,235 (2010), see rank
House Units	411, see rank
Race	Whites: 58.4%, Hispanics: 37.3%, Blacks: 2.4%, Asians: 14.1%, Others: 25.1%
Population Density:	10,630.27/sq mi, see rank
Median Household Income:	\$67,137, see rank
Median House Price:	\$607,800, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.12 sq mi, see rank
Water Area:	0.00 sq mi (0.00%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
City:	Laguna Hills
Census Tract:	042307
School District:	Saddleback Valley Unified School District ★★★★★

Hot Rankings

[The Richest Block Group Nearby](#)
[House Price Ranking Nearby](#)
[Population Ranking Nearby](#)
[Fastest / Slowest Growing Cities in CA](#)
[High / Low CA Cities by Males Employed](#)
[High / Low CA Cities by Females Employed](#)
[Best / Worst Cities by Crime Rate in CA](#)
[Richest / Poorest Cities by Income in CA](#)
[Expensive / Cheapest Homes by City in CA](#)
[Most / Least Educated Cities in CA](#)

Public Records: **Online** Status: Active

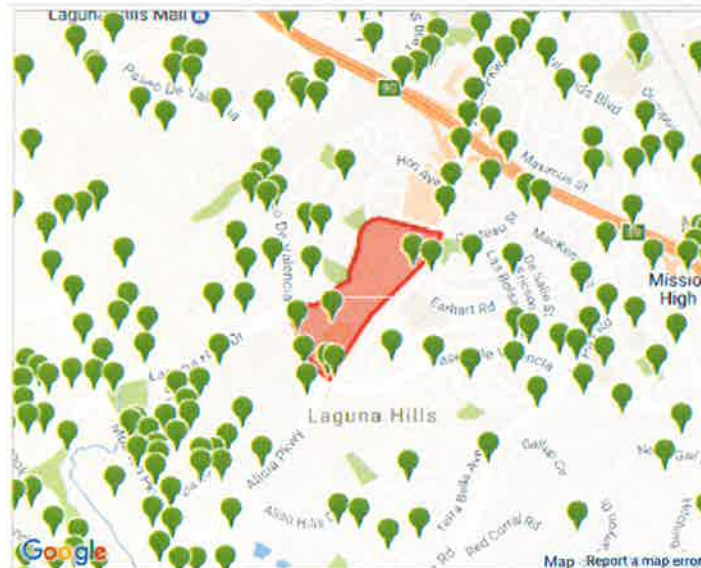
This site contains REAL police records (court records of driving citations, speeding tickets, felonies, misdemeanors, offenses, mugshots, etc.), background reports, court documents, address information, phone numbers, and much more.

Truthfinder

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Block Group 042307-5 Map, Border, and Nearby Locations

[Census Blocks Map View](#). **Partial data**. Zoom in to see more. Click icon to show name.



Show More Locations on the Map

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* Census Blocks, Census Block Groups, and Census Tracts are geo areas that are normally smaller than the size of a city. Census Blocks provide block and community level information. They are great for understanding areas within a city.

Block Group 042307-5 Blocks

[CA0590423075000](#) Laguna Hills
[CA0590423075003](#) Laguna Hills

[CA0590423075001](#) Laguna Hills
[CA0590423075004](#) Laguna Hills

[CA0590423075002](#) Laguna Hills
[CA0590423075005](#) Laguna Hills

*A census block group is a geographic area defined by the United States Census Bureau and used for the census. On average, a census block group has around 1,500 residents. Census block groups, as well as census tracts, are more uniformly distributed in terms of the number of residents than cities or zip codes. Also, the census block group and the census tract demographic data are nearly 100% complete vs. less than 70% coverage of demographic data for cities and zip codes. Therefore census block groups and the census tracts are an excellent way to understand locations in a smaller scale, for example understanding the different areas of a large city. Census block groups are smaller than census tracts and can be further divided into census blocks for understanding locations at the block and community level.



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Block Group 042320-2

Basic Information

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Census Block Group 042320-2 in Orange County, California

[Basic Information](#) [Population and Races](#) [Income and Careers](#) [Housing](#)

Population	434 (2010), see rank
House Units	306, see rank
Race	Whites:78.3%, Hispanics:17.3%, Blacks 2.1%, Asians:5.8%, Others:13.8%
Population Density:	4,201.54/sq mi, see rank
Median Household Income:	\$58,533, see rank
Median House Price:	\$171,000, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.10 sq mi, see rank
Water Area:	0.00 sq mi (0.00%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
Census Tract:	042320
School District:	Saddleback Valley Unified School District ★★★★★

Hot Rankings

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[House Price Ranking Nearby](#)
[Population Ranking Nearby](#)
[Fastest / Slowest](#) Growing Cities in CA
[High / Low](#) CA Cities by Males Employed
[High / Low](#) CA Cities by Females Employed
[Best / Worst](#) Cities by Crime Rate in CA
[Richest / Poorest](#) Cities by Income in CA
[Expensive / Cheapest](#) Homes by City in CA
[Most / Least](#) Educated Cities in CA

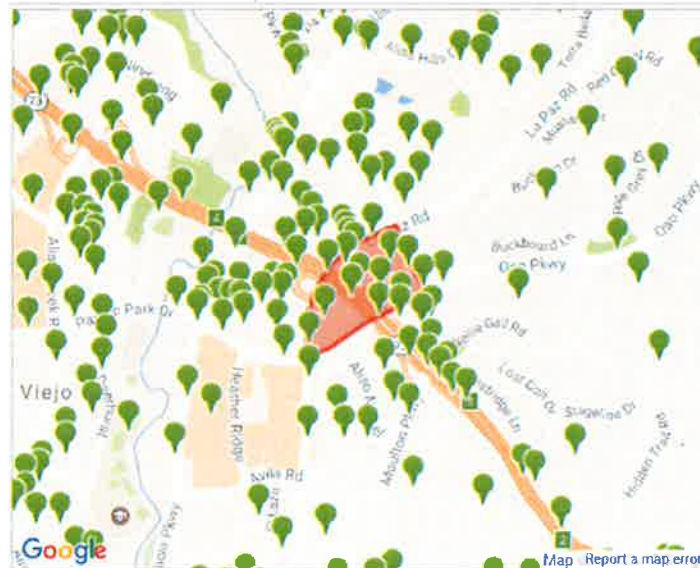
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Block Group 042320-2 Map, Border, and Nearby Locations

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Block Group 042320-2 Blocks

CA0590423202000	Laguna Hills	CA0590423202001	Laguna Hills	CA0590423202002	Laguna Hills
CA0590423202003	Laguna Hills	CA0590423202004	Laguna Hills	CA0590423202005	Laguna Hills
CA0590423202006	Laguna Hills	CA0590423202007	Laguna Hills	CA0590423202008	Laguna Hills
CA0590423202009	Aliso Viejo	CA0590423202010	Aliso Viejo	CA0590423202011	Aliso Viejo
CA0590423202012	Aliso Viejo	CA0590423202013	Aliso Viejo	CA0590423202014	Aliso Viejo
CA0590423202015	Aliso Viejo	CA0590423202016	Aliso Viejo	CA0590423202017	Aliso Viejo
CA0590423202018	Aliso Viejo	CA0590423202019	Aliso Viejo	CA0590423202020	Aliso Viejo
CA0590423202021	Aliso Viejo	CA0590423202022	Laguna Hills		

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Block Group 062622-5

Basic Information

[Population and Races](#)

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[Housing](#)

[Census Tract 062622](#)

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Census Block Group 062622-5 in Orange County, California

[Basic Information](#) [Population and Races](#) [Income and Careers](#) [Housing](#)

Population	1,281 (2010), see rank
House Units	986, see rank
Race	Whites:83.4%, Hispanics:4.8%, Blacks:0.9%, Asians:12.9%, Others:2.9%
Population Density:	2,806.39/sq mi, see rank
Median Household Income:	\$38,018, see rank
Median House Price:	\$214,000, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.46 sq mi, see rank
Water Area:	0.00 sq mi (0.04%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
Census Tract:	062622
School District:	Saddleback Valley Unified School District ★★★★★

Hot Rankings

[The Richest Block Group Nearby](#)
[House Price Ranking Nearby](#)
[Population Ranking Nearby](#)
[Fastest / Slowest Growing Cities in CA](#)
[High / Low CA Cities by Males Employed](#)
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[Expensive / Cheapest Homes by City in CA](#)
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Public Records: **Online** Status: **Active**

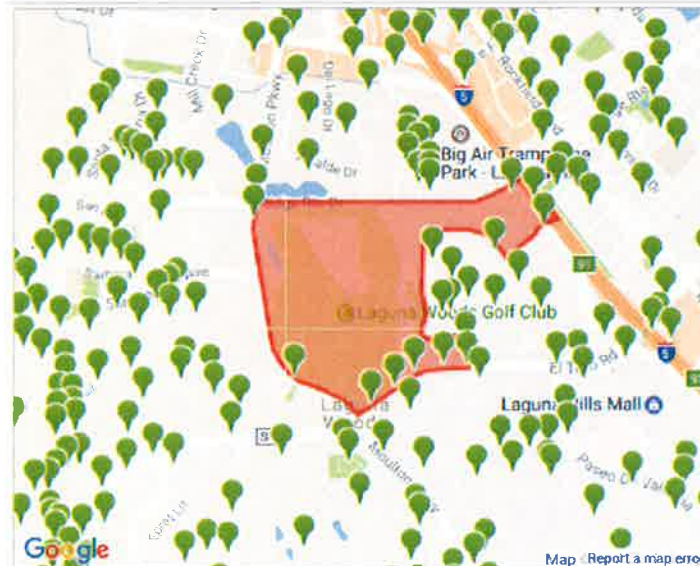
This site contains REAL police records (court records of driving citations, speeding tickets, felonies, misdemeanors, offenses, mugshots, etc.), background reports, court documents, address information, phone numbers, and much more.

Truthf

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Block Group 062622-5 Map, Border, and Nearby Locations

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Block Group 062622-5 Blocks

[CA0590626225000](#) Laguna Hills
[CA0590626225003](#) Laguna Woods
[CA0590626225006](#) Laguna Woods
[CA0590626225009](#) Laguna Woods

[CA0590626225001](#) Laguna Hills
[CA0590626225004](#) Laguna Woods
[CA0590626225007](#) Laguna Woods
[CA0590626225010](#) Laguna Woods

[CA0590626225002](#) Laguna Hills
[CA0590626225005](#) Laguna Woods
[CA0590626225008](#) Laguna Woods
[CA0590626225011](#) Laguna Woods

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Block Group 062625-4

Basic Information

[Population and Races](#)[Income and Careers](#)[Housing](#)[Census Tract 062625](#)[Laguna Hills, CA](#)[Orange County](#)[California State](#)[Los Angeles, Long Beach, Santa Ana Area](#)

Census Block Group 062625-4 in Orange County, California

[Basic Information](#) / [Population and Races](#) / [Income and Careers](#) / [Housing](#)

Population	1,625 (2010), see rank
House Units	355, see rank
Race	Whites:38.5%, Hispanics:82.5%, Blacks:0.6%, Asians:7.8%, Others:53.1%
Population Density:	7,439.20/sq mi, see rank
Median Household Income:	\$29,375, see rank
Median House Price:	\$225,900, see rank
Time Zone:	Pacific GMT -8:00 with Daylight Saving in the Summer
Land Area:	0.22 sq mi, see rank
Water Area:	0.00 sq mi (0.00%), see rank
State:	California
Area:	Los Angeles-Long Beach-Santa Ana, CA
County:	Orange County
City:	Laguna Hills
Census Tract:	062625
School District:	Saddleback Valley Unified School District ★★★★★

Hot Rankings

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[Population Ranking Nearby](#)
[Fastest / Slowest Growing Cities in CA](#)
[High / Low CA Cities by Males Employed](#)
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Block Group 062625-4 Map, Border, and Nearby Locations

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Block Group 062625-4 Blocks

CA0590626254000 Laguna Hills	CA0590626254001 Laguna Hills	CA0590626254002 Laguna Hills
CA0590626254003 Laguna Hills	CA0590626254004 Laguna Hills	CA0590626254005 Laguna Hills
CA0590626254006 Laguna Hills	CA0590626254007 Laguna Hills	CA0590626254008 Laguna Hills
CA0590626254009 Laguna Hills	CA0590626254010 Laguna Hills	CA0590626254011 Laguna Hills
CA0590626254012 Laguna Hills	CA0590626254013 Laguna Hills	CA0590626254014 Laguna Hills
CA0590626254015 Laguna Hills	CA0590626254016 Laguna Hills	CA0590626254017 Laguna Hills
CA0590626254018 Laguna Hills	CA0590626254019 Laguna Hills	CA0590626254020 Laguna Hills
CA0590626254021 Laguna Hills		

*A census block group is a geographic area defined by the United States Census Bureau and used for the census. On average, a census block group has around 1,500 residents. Census block groups, as well as census tracts, are more uniformly distributed in terms of the number of residents than cities or zip codes. Also, the census block group and the census tract demographic data are nearly 100%

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

D: ORGANIZATIONAL/PROJECT CAPACITY AND EXPERIENCE

1. Has your organization received funding for this type of activity during the previous three years? Yes ☒ No ☐
- ☐ If you answered, "Yes", complete Previous Funding Table below by identifying the contract number, award amount, program income, if generated; and any unspent funds.
- ☐ If you answered "No" above, submit a letter signed by this application's authorized person that identifies one reference from three different funding sources from whom you have received funding in the past three years. The letter must include contact information for the three references (funding source), the amount of funding awarded from each reference, explanation of the use of funds, duration of funding awarded, and state whether or not contractual performance measures were achieved.

PREVIOUS FUNDING TABLE				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2017-18	17-23-0008	140,000	N/A	140,000
2016-17	16-23-0008	60,000	N/A	\$0
2015-16	15-22-0008	70,380	N/A	\$0

2. Describe the role of key administrators, staff members, contractors, and volunteers within your organization and their role in implementing the proposed project. Include experience, education, and licensing qualifications in your description.
3. Describe the organization's experience administering this type or similar project.
4. Describe the reason why funds remain unspent in the Previous Funding Chart 1 above. Include an explanation of how the organization intends to complete the project.
5. Please submit a copy of your most recent audit (within the last two years) by an independent CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the Housing and Community Development and Homeless Prevention Accounting Manager or designated staff. Cities: Submit Financial Audit Report and Financial Statements/Footnotes (Comprehensive Annual Financial Report (CAFR)). **NOTE: YOUR AUDIT MAY BE UPLOADED INTO BIDSYNCH AS A SEPARATE PDF. If you have questions regarding on how to upload/add an additional PDF, contact BidSync customer service.**

Non-Profit organizations please see Part I.C: Organizational Background, Item E

PART III RESPONSES (A through E)

D: ORGANIZATIONAL/PROJECT CAPACITY AND EXPERIENCE

2. The question was asked: **Describe the role of key administrators, staff members, contractors, and volunteers within your organization and their role in implementing the proposed project. Include experience, education, and licensing in your description.**

This program will be monitored and implemented by staff from the City of Laguna Hills from the General Government Department. The lead staff member implementing the project for FY 2018/2019 and 2019/2020 has been responsible for the implementation of the City's past grant monies for Contracts 17-23-0008, 16-23-008, 15-22-008, 14-22-004, KC12021, KC11981, KC10939, and KC09852. The experience of key administrators and other staff members' experience includes over 37 years in Public Administration, 25 years in City Management experience, and 13 years in Community Development.

3. The question was asked: **Describe the organization's experience administering this type or similar project.**

The City of Laguna Hills has been the recipient of CDBG Public Facilities and Improvement grants in FY 2009/2010, FY 2010/2011, FY 2011/2012, FY 2012/2013, FY 2014/2015, FY 2015/2016, FY 2016/2017, and FY 2017/2018 and has experience administering this type of grant. The City has also been the recipient of similar grants in the past, including CDBG Housing Rehabilitation funds. The City has worked closely with the County to ensure the funds were administered correctly. In addition, staff members have a wealth of municipal

experience, including community development, rehabilitation activities and monitoring, public administration, public finance, and personnel.

4. The question was asked: **Describe the reason why funds remain unspent in the Previous Funding Chart 1 above. Include an explanation of how the organization intends to complete the project.**

Contract No. 17-23-0008 for FY 2017/2018 is currently in the process of being implemented and it is anticipated all the funds from the Contract will be spent.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: ORGANIZATIONAL/PROJECT READINESS

Project milestones are an effective method of demonstrating overall project readiness. Enter the date the milestone action was completed in column 1.

If the milestone action is in progress, enter the start and end dates in columns 2 and 3.

If the action is not applicable to your project, check column 4.

ORGANIZATIONAL/PROJECT READINESS CHART				
	1 Action Complete	2 Action In Progress Start Date	3 Action In Progress End Date	4 Action N/A
Milestone Actions				
A. Governing Body approval to apply for funds		1/23/2018	1/23/2018	
B. Minute Order/Board Resolution		1/23/2018	1/23/2018	
C. Project found in current annual budget		7/1/2018	7/1/2018	
Staffing/Consultant assigned for design/ implementation		7/1/2018	7/1/2018	
D. Feasibility Study				
Design		7/1/2018	7/1/2018	
Project in concept phase				N/A
RFP/RFQ process administered		10/1/2018	10/1/2018	
Consultant contract with design engineer negotiated				N/A
Final plans and specifications written		9/1/2018	10/1/2018	
Finals plans and specifications approved		9/1/2018	10/1/2018	
Environmental Approvals (CEQA/NEPA)				N/A
E. Acquisition/Rehabilitation		7/1/2018	3/31/2019	

1. Include in your application documentation regarding all completed milestone actions (i.e., Minute Order/Board Resolution, public hearing notice, closed session notice and/or Agenda and applicable documentation for Milestone Actions, A through E).
2. Include in your application a written status for all milestone actions marked as "In Progress." Include supporting documentation to support progress.
3. Include in your application a brief explanation as to why a given milestone action is not applicable to the project, if necessary.

PART III RESPONSES (A through E)**E: ORGANIZATIONAL/PROJECT READINESS**

2. The question was asked: **Include in your application a written status for all milestone actions marked as "In Progress." Include supporting documentation to support progress.**

Milestone Action A is currently in progress. Approval to apply for funds is scheduled to appear before the governing board for approval at the January 23, 2018, City Council meeting. Upon approval of the agenda item at the abovementioned City Council meeting, the resolution of approval requested in Milestone Action B will be available on January 24, 2018. The minutes requested in Milestone Action B will be available afterwards. Regarding Milestone Action C, funds are included in the annual budget upon approval of the project. Final plans and specification required for Milestone Action D will be drafted beginning July 1, 2018, upon approval of funds and notification of award of grant monies. Rehabilitation and construction work as described in Milestone Action E will commence upon the completion of final plans and specifications, anticipated for December 1, 2018. Supporting documentation to be provided upon publication and availability.

3. The question was asked: **Include in your application a brief explanation as to why a given milestone action is not applicable to the project, if necessary.**

Due to the limited scope of the project and rehabilitation activities, the following milestone actions are not applicable and/or necessary: project in concept phase, consultant contract with design engineer, and environmental approvals.

**OC Community Services
1300 S. Grand, Building, B, Santa Ana, CA 92705
ENVIRONMENTAL INFORMATION FORM
NEPA (24 CFR Part 58)**

PROJECT TITLE: Public Facilities and Improvements – Florence Sylvester Memorial Senior Center
PROGRAM ACTIVITY (IES):

NAME OF SUBRECIPIENT: City of Laguna Hills

FUND TYPE (S): ☒ CDBG ☐ HOME ☐ ESG ☐ NSP ☐ OCHA/OPERATING RESERVES ☐ CoC

CONTRACT NUMBER (S):

CONTRACT AMOUNT: \$ 70,000.00

PROJECT LOCATION: (Provide precise address and include Census Tract No. If confidential, please insert "Suppressed" and provide Census Tract No.)

23721 Moulton Parkway, Laguna Hills, CA 92653.

The Florence Sylvester Memorial Senior Center provides a number of services to the elderly and frail population of the community, which are predominantly low- and moderate-income persons. The Florence Sylvester Memorial Senior Center will provide services to the following eligible census tracts: 626.25, 626.22, 423.20, and 426.07.

PROJECT ACTIVITY LEVEL DESCRIPTION: (Please provide in detail the level of services you provide or the scope of rehabilitation and/or construction your project will involve. If needed, please use attachments.)

The Florence Sylvester memorial Senior Center provides a variety of services to the elderly/frail elderly population of the community. Due to the high number of elderly/frail elderly population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds for Fiscal Year 2018-2019 to replace three (3) HVAC units and one (1) hot water unit, all of which are twenty years old. HVAC units would be replaced with high efficiency particulate air (HEPA) filters to enhance health safety for the elderly/frail elderly population. Funds requested for Fiscal Year 2019-2020 are to replace carpet in six rooms with non-skid tile flooring; install an Americans with Disabilities Act (ADA) accessible ramp on the north side of the Center adjacent to a bus stop to improve accessibility to the Center; and to refinish doors throughout the Center that have been damaged by mobility aids.

(Projects involving new construction, rehabilitation or acquisition activities must complete the SUPPLEMENTAL SITE INFORMATION portion of this form)

EXISTING ENVIRONMENTAL CONDITIONS: (Please, describe the surrounding environment around your project)

The property is zoned Community Commercial and the General Plan designation for this site is also Community Commercial. The property is situated on the corner of Moulton Parkway and Santa Maria Avenue, and the immediate surrounding land uses consist of primarily commercial uses.

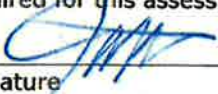
PREVIOUS GOVERNMENTAL ACTIONS/APPROVALS RECEIVED ON YOUR PROJECT: (If applicable, please list and attach a copy of any discretionary approvals you received on your project from a City or other County Agency.)

Governmental actions/approvals are scheduled for the January 23, 2018, City Council meeting, after which the documents will be provided.

AEP:2/24/14

I hereby declare that the statements furnished above, including any exhibits attached hereto represent all information required for this assessment. Said statements together with any exhibits attached hereto are true and correct.

Signature



Title

Management Analyst

Date

1/17/2018

AEP:2/24/14

ENVIRONMENTAL FORM**Supplemental Site Information**

PLEASE PROVIDE ALL KNOWN INFORMATION AS REQUESTED - CHECK ALL BOXES THAT APPLY

(All PF&I, Acquisition, Rehabilitation and/or New Construction Activities must include site photos and site plan)**Proposed Project Type:**

- ☐ New Construction
☐ Acquisition/Rehabilitation

- ☐ Acquisition
☒ Rehabilitation

Description of the Proposal: Include all contemplated actions, which logically are either geographically, or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

The Florence Sylvester Memorial Senior Center provides a variety of services to the elderly/frail elderly population of the community. Due to the high number of elderly/frail elderly population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds For Fiscal Year 2018-2019 to replace three (3) HVAC units and one (1) hot water unit, all of which are twenty years old. HVAC units would be replaced with high efficiency particulate air (HEPA) filters to enhance health safety for the elderly/frail elderly population. Funds requested for Fiscal Year 2019-2020 are to replace carpet in six rooms with non-skid tile flooring; install an Americans with Disabilities Act (ADA) accessible ramp on the north side of the Center adjacent to a bus stop to improve accessibility to the Center; and to refinish doors throughout the Center that have been damaged by mobility aids.

Proposed Site: Zoning Designation: CC General Plan Land Use Designation: CC

Is project in a floodplain? NO FEMA Map No: _____ (attach copy)

Existing Use(s): Vacant Residential Commercial Industrial
 Other: Senior Center
 (Specify)

Size of Site: _____ Acres 9,300 Sq. Ft. Assessor's Parcel No: 616-221-04

Age of Existing Structures: 36 years Year built: 1979

Prior Use(s)/Development(s): Residential Industrial Commercial
 Agriculture Other: Built as Senior Center

If residential use, number of units: Proposed Existing

Studio # of units 1 Bdrm # of units 1

2 Bedroom # of units 3 3 Bedroom # of units 4 4+Bedroom 1 units

Total Number of Units: _____ Total Number of Buildings: _____

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings. [24 CFR 58.40(a)]

The Florence Sylvester Memorial Senior Center, currently located at 23721 Moulton Parkway, Laguna Hills, CA 92653, provides a number of services to the elderly/frail elderly population of the community, which are predominantly low- and moderate-income persons. The Florence Sylvester Senior Center will provide services to the following eligible census tracts: 626.25, 626.22, 423.20, and 423.07. The site consists of a 9,300 square foot site that is zoned Community Commercial. It is located in a shopping center on the corner of Moulton Parkway and Santa Maria Avenue.

AEP:2/24/14

Is current zoning and use appropriate for the proposed site? If not, present a plan for obtaining any discretionary approvals.

YES

Prior Analysis:

Have there been any prior Environmental Reviews completed for the proposed site or project within the last five (5) years. *If yes, please attach copies of the Environmental Review.* ☐ Yes ☒ No

Has the site been involved in any other proposals previously submitted to this office? ☒ Yes ☐ No

Title of Prior Proposal: Florence Sylvester Memorial Senior Center

Applicant's Name: City of Laguna Hills

Eventual Result:

☐ Project Not Funded

☒ Project Funded \$ 140,000

☐ Project Completed Date Completed

☐ Project Cancelled Date Cancelled

Describe reasons why project was cancelled:

N/A



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018

TO: Mayor and Council Members

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

ISSUE: Assignment and Assumption Agreement for HR Green Professional Services Agreements For: (1) On-Call Civil Engineering Services; and (2) On-Call Building and Safety Services

RECOMMENDATION: That the City Council approve the Assignment and Assumption Agreements changing HR Green California, Inc. to HR Green Pacific, Inc. for the Professional Services Agreements of: (1) On-call civil engineering and management services; and (2) On-call professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services and authorize the City Manager to execute the Assignments.

SUMMARY:

The City maintains two Professional Services Agreements (PSAs) with HR Green California, Inc., for: (1) "On-Call Civil Engineering Support Services," as utilized by the Public Services Department; and (2) "On-Call Building Official Services," as utilized by the Community Development Department. Please see the attached fully executed PSAs. HR Green California, Inc. is changing its business model to serve a different market and, as a result, a new entity, HR Green Pacific, Inc., has been established to maintain the current suite of services provided to the City without any changes to management, current staffing, or fees for these services. HR Green California, Inc. has made a written request by letter dated December 6, 2017, attached, asking for the PSAs to be assigned to HR Green Pacific, Inc. Attached are two Assignment and Assumption Agreements, as prepared by the City Attorney's office, necessary to authorize the entity change for each of the PSAs. Approval of the requested Assignment and Assumption Agreements and authorization for the City Manager to execute the Agreements is recommended.

Assignment of HRGreen Professional Services Agreements

January 23, 2018

Page 2

ATTACHMENTS:

- 6Dec17 HR Green Assignment Letter
- HRGreen On-call Civil Engineering PSA
- HRGreen On-call Building and Safety PSA
- HRGreen Assignment On-call Building
- HRGreen Assignment On-call Civil Engineering


HRGreen

CALIFORNIA

▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879

Main 855.900.4742 + Fax 855.641.5877

▷ HRGREEN.COM

December 6, 2017

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

Dear Mr. Channing,

As we have previously discussed, HR Green Pacific Inc. was established as a California corporation to provide engineering and consulting services particularly tailored to the needs of public sector clients. HR Green California, a separate California corporation in the Green Companies family, is focusing their future service offerings in private and construction markets. HR Green California has accepted an offer from HR Green Pacific to assign the existing contract between HR Green California and the City of Laguna Hills to HR Green Pacific, along with all of the rights, obligations, and interest therein. This assignment to HR Green Pacific will be effective upon signatures.

We respectfully request your signature to acknowledge receipt of HR Green Pacific's enclosed Certificate of Insurance and W-9. Should there be any additional documentation required for your records, please inform us at your earliest convenience.

HR Green California, Inc.

Signature

George A. Wentz, PE
 Vice President

HR Green Pacific, Inc.

Signature

Roy F. Stephenson, PE
 Manager Local Government Services

City of Laguna Hills

Signature

Bruce Channing
 City Manager

Attachment: 6Dec17 HR Green Assignment Letter (1472 : Assignment of HRGreen Professional Services Agreements)

**PROFESSIONAL SERVICES AGREEMENT
HR GREEN CALIFORNIA, INC.
(On-Call Civil Engineering and Management Services)**

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

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed civil engineering firm to provide on-call civil engineering consulting services, including but not limited to, public works inspection, construction management, land surveying, plan check services, stormwater quality management and field inspection, civil engineering design services, capital improvement project delivery, project management, and general municipal engineering services (the "Project").

B. Consultant has submitted to City a proposal, dated February 5, 2014, to provide professional on-call civil engineering consulting services to City for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional civil engineering services for the Project as set forth in the Proposal/Scope of Work, dated February 5, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services

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

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original February 5, 2014, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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

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

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

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

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

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

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

2. COMPENSATION

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

Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference. The total maximum contract amount shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount").

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

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

2.4 Changes in Scope. In the event any change or changes in the Scope of 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 services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

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

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

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

4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Roy F. Stephenson, P.E., Project 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 Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

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

4.4 Independent Contractor.

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

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.
- 5.3.5 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal

requirements as provided herein.

- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.
- 5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.
- 5.4 **Verification of Coverage.** Consultant shall furnish City original certificates of

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

6. INDEMNIFICATION

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

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

7. REPORTS AND RECORDS

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

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

B. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not

cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the

City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at

no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

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

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

To Consultant: HR Green California, Inc.
Attention: Roy F. Stephenson, P.E., Project Manager
1100 Town and Country Drive, Suite 1025
Orange, CA 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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.

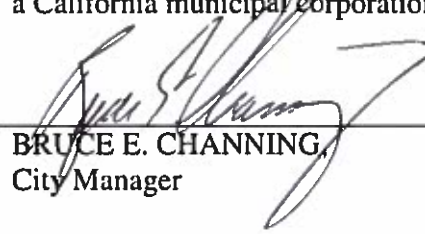
10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance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

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

[SIGNATURES ON NEXT PAGE]

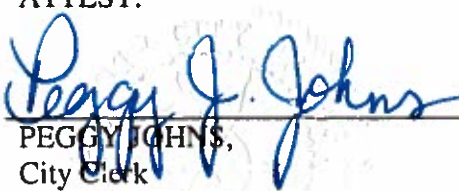
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

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



BRUCE E. CHANNING,
City Manager

ATTEST:

 (SEAL)

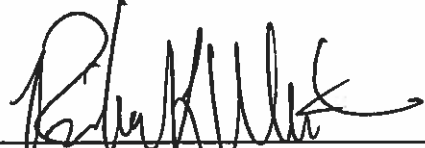
PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

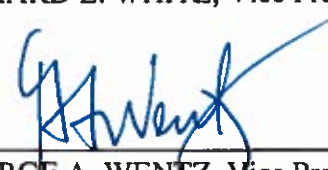


GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
HR GREEN CALIFORNIA, INC., a
California corporation

By: 

RICHARD L. WHITE, Vice President

By: 

GEORGE A. WENTZ, Vice President

Attachment: HRGreen On-call Civil Engineering PSA (1472 : Assignment of HRGreen Professional Services Agreements)

EXHIBIT “A”**FEBRUARY 5, 2014 PROPOSAL/ SCOPE OF WORK
INCLUDING,
SCHEDULE OF COMPENSATION/FEEES**

Attachment: HRGreen On-call Civil Engineering PSA (1472 : Assignment of HRGreen Professional Services Agreements)

February 5, 2014

Mr. Ken Rosenfield, PE
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653



ORIGINAL



Subject: Proposal: On-Call Civil Engineering and Management Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear Ken,

To assist you with completing necessary public works projects, the City of Laguna Hills needs to be confident that the firms selected for various Consultant Services Categories provide **highly responsive, well-planned, and quality services in the most cost-effective manner possible**. **HR Green California, Inc.** (HR Green) represents a sound choice for Laguna Hills. Our staff members offer a successful municipal consulting track record, particularly with Laguna Hills and other local agencies, including the provision of staff augmentation, inspection, civil engineering and construction management services. We also share your vision to deliver additional value-added services that will yield innovative, yet practical, solutions and promote cost-effective and timely project delivery to your residents.

While you are very familiar with many of our staff members who have provided multi-faceted services to Laguna Hills, the firm name of HR Green may be new to you. **HR Green brings over 100 years of service in the industry.** In 2013 HR Green was ranked #185 of the top 500 design firms in the country by *ENR* and #12 of 100 on the *Zweig Letter 2012 Hot Firm List*. We currently have a staff in excess of 350. HR Green has had a southern California office since 2004. We specialize in providing on-site engineers, inspectors, water quality specialists, designers, plan and map reviewers, and program managers to process and deliver land development and CIP projects, realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability.

- **Recognized Leader in Understanding What Communities Need to Work Efficiently.** Recognized as a leader in understanding and acting upon complex municipal issues, our staff members have served public agencies for over 30 years. We do it better than anyone else, with a proven team of Orange County-based professionals, technical knowledge, and support personnel, each with practical experience and understanding of municipal operations, tailored to serve your needs. Highly accomplished in all phases of municipal administration management, our seasoned professionals will seamlessly interface with your staff, constituents, and agency stakeholders to produce positive results.
- **Continuity Ensures Delivering Streamlined Projects and Satisfied Clients.** Within the past 20+ years key members of our team, such as Roy Stephenson, PE; David Woolley, PLS (*subconsultant*); Bill Krelle; and Laura Klages, CPESC, QSD/QSP have provided Interim City Engineer, Surveying, Plan Check, Map Check, Construction Management/Inspection and Stormwater Quality services to Laguna Hills. Our direct experience with the City since its incorporation and knowledge of your community will prove invaluable. The bottom line is you know the quality of our work and that we are invested in the success of your City. Plus, with our team, there will be no learning curve – we already know your priorities and goals.
- **Technical Proficiency/Innovative Solutions to Deliver Quality & Streamline Processes.** Leveraging an unparalleled depth of consulting expertise, innovative thinking, best practices, and leading-edge technologies, we will deliver services that save you time and money, and enhance operations. Our staff will implement proven processes to maximize the City's return on investment.

As a result of our in-depth public sector experience and knowledge of your City personnel and community, our staff can hit the ground running with no ramp up needed. Our mission is to provide high quality, responsive, cost effective, and customer-oriented public services to the residents of Laguna Hills.

Sincerely,

Roy F. Stephenson, PE
Project Manager

George A. Wentz, PE
Principal-In-Charge

Phone: 714.287.2275 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025, Orange, CA 92868

E-Mail: gwentz@hrgreen.com



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Brief Overview of Similar Experience

HR Green California, Inc...Our Firm Profile

HR Green, Inc. was founded in 1913 and in 2012 established a separate California corporate entity. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. We have more than 20 staff assigned to our Orange County office. These staff members are registered engineers and ICC-certified plans examiners and inspectors, all of whom have provided identical services as requested in this solicitation. HR Green staff members have played a key role in the evolution and growth of Orange County, local municipalities, and other agencies throughout Southern California.

Our **multi-faceted** services include on-site staff augmentation, departmental management, program management, civil and building plan check, map check, civil engineering, design, neighborhood preservation, building safety administration, code compliance, construction management, grant writing/administration, permit processing, public works and CIP inspection, stormwater quality compliance, maintenance and operations management.

A cornerstone of our expertise is the provision of **on-call A/E and on-site staffing services to 50+ California agencies**. Many of our staff have been public agency employees, or augmented public agency personnel, who know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, and bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Financial Stability

Since being founded in 1913 HR Green has long maintained a strong and vibrant financial condition. Our 2012 revenue exceeded \$50 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

Our Team Differentiators...

- ✓ **Proven Track Record with Municipalities**
 - Exclusively Service Public Agencies / No Conflict of Interest
 - Full-Service Capabilities
 - #185 Ranked Design Firm in United States by *Engineering News Record* (2013)
- ✓ **Extensive Experience with Laguna Hills & Cities Throughout Orange County**
 - Multi-Faceted Consulting with the City of Laguna Hills over the Past 20+ Years
 - Served as original City Engineer for City of Laguna Hills / Assisted with City's Incorporation
 - Have Served 15+ Public Agencies Throughout County
 - 30+ Years of Municipal Consulting Throughout Orange County
- ✓ **Extensive Staff Continuity – We Assign Seasoned Staff With Extensive Knowledge of Your Facilities, Standards, Processes, & Requirements**
- ✓ **Programmatic Approach Promotes Accountability, Responsiveness, Cost-Efficiency, & Flexibility**
 - Versatility to Manage Departments, Programs, and/or Special Projects
 - Streamlined Process to Save Time & Money/Enhance Communication
- ✓ **Depth of Local Resources & Expertise**
 - Office Presence in Orange County / Rapid Response
- ✓ **Wealth of On-Call Staffing Expertise to Deliver Quick Response with No Ramp Up**

City of Laguna Hills
On-Call Civil Engineering and Management Services

Brief Overview of Similar Experience



HR Green and our staff members have a long and successful history of providing on-call civil engineering and management services to Southern California agencies. The table below shows a representative sampling of this experience with specific examples on the next page.

 Team/Staff Representative List of Clients	SERVICES								
	On-Site Staffing	Civil Engineering Design	Civil Plan Check	Stormwater Quality Management	Grant Writing/Administration	Code Compliance/Weed Abatement	Construction Management	Public Works/CIP Inspection	Land Surveying
County of Orange	X	✓	✓	✓	✓	✓	✓	✓	✓
City of Laguna Hills	X	✓	✓	✓	✓		✓	✓	✓
City of Placentia	X	✓	✓	✓	✓	✓	✓	✓	
City of Rancho Santa Margarita	X	✓	✓	✓	✓			✓	✓
City of Yorba Linda	X	✓	✓	✓	✓	✓	✓	✓	✓
City of Jurupa Valley	X	✓	✓	✓	✓	✓	✓	✓	✓
City of Laguna Niguel	X		✓						✓
City of San Clemente	X	✓	✓					✓	✓
County of Riverside	X		✓	✓					✓
Riverside County Flood Control & Water Conservation District	X		✓	✓					
City of Riverside	X	✓	✓	✓		✓	✓	✓	
City of San Bernardino	X		✓	✓	✓	✓	✓	✓	✓
City of Moreno Valley	X	✓	✓		✓	✓	✓	✓	
City of Menifee	X	✓	✓	✓	✓	✓	✓	✓	
City of Corona	X	✓	✓	✓	✓	✓	✓		
City of Indio	X	✓	✓		✓	✓	✓	✓	



Brief Overview of Similar Experience

On-Call Civil Engineering and Management

City of Laguna Hills

- Provided guidance and expertise to the City staff on matters of County to City transition, contract negotiations and organizational development, as well as established departmental procedures and standard forms for efficient operations of the Engineering and Building departments
- Proposed **HR Green** staff members have provided multi-faceted consulting for the past 20+ years
- Provided plan check, construction management, infrastructure inspection, stormwater quality, and interim city engineering
- Performed industrial and commercial inspections for compliance with the City's NPDES Permit
- **HR Green** staff initiated services upon City incorporation, including the provision and oversight of Director of Public Works/City Engineer, Building Official and Traffic Engineer
- Provided construction administration and inspection services for public works and CIP improvement work as well as design services for numerous public works projects, including roadway and infrastructure improvements

On-Call Civil Engineering and Management

City of Jurupa Valley

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation **HR Green** provides full departmental management and on-site staffing, including Assistant City Manager, Public Works Director/City Engineer, CIP Manager, NPDES Compliance Manager, Traffic Engineer, Development Review Manager, Construction Management, Inspection, Building Official, Code Enforcement, Maintenance and Operations
- Budget, administer and manage CIP program; value engineering and permitting for road, drainage, water, wastewater, and park projects; plan review; traffic studies; utility coordination; establish development guidelines/protocols; review of Water Quality Management Plans; GIS implementation; permitting and inspections
- Prepared grant applications and procured \$2.2 million in funding
- Design pavement rehabilitation projects citywide
- Coordinate project improvements, service delivery, and maintenance with multiple special districts
- 100% compliance providing permit inspections within 24 hours
- 100% success rate meeting plan review turnaround schedule

On-Call Civil Engineering and Management

City of Placentia

- **HR Green** provides as-needed city/civil engineering
- Project management for \$16 million Metrolink station and five railroad grade separation projects valued at over \$400 million
- Oversees CIP design; and provides plan checking, specification review, and construction oversight services
- Represents the City to assure that these projects comply with City standards and guidelines
- Extensive collaboration with OCTA, multiple cities, utilities, and water agencies to facilitate permits and improvements



Brief Overview of Similar Experience

On-Call Civil Engineering and Management

City of Yorba Linda

- **HR Green** possesses an on-call engineering contract, recently providing interim contract city engineering
- Proposed **HR Green** staff members have provided city/public works engineering, plan check, staff augmentation, stormwater quality, and inspection
- Negotiated the pre-annexation development agreement with the landowner, resulting in a transfer of 220 acres of land at no cost to the City, for 2,200+ unit Vista Del Verde residential development
- On-site engineering technician providing counter plan review and writing engineering staff reports
- Design, QA/QC, and project management of grade separation, roadway, and infrastructure improvements

On-Call Traffic Review and Engineering

City of Laguna Niguel

- **HR Green** has helped update the Gateway Area Specific Plan and continues to manage and prepare traffic and parking analyses for the Gateway area projects
- Prepared analysis for a Development Entitlement Management System, which sets traffic volume limits based on development types and scale to control traffic growth and ensure that system capacity is provided at the same time system demand is created
- Review various traffic studies, conducting peer reviews for studies submitted, providing comments, and preparing conditions for approval for satisfactory studies
- **HR Green staff** initiated services upon City incorporation, including the provision and oversight of Director of Public Works/City Engineer, Building Official and Traffic Engineer
- Provided guidance and expertise to the City staff on matters of County to City transition, contract negotiations and organizational development, as well as established departmental procedures and standard forms for efficient operations of the Engineering and Building departments

On-Call Civil Engineering and Management

City of Rancho Santa Margarita

- **HR Green** staff involved in City incorporation and ongoing services for 10+ years
- Proposed staff (Engineering Technician and Plan Reviewer) served the City for 6+ years
- Proposed Principal-in-Charge served as Interim City Manager and Public Works Director/City Engineer
- Prepared grant applications

On-Call Civil Engineering and Management

City of La Quinta

- **HR Green** currently provides on-call plan review
- **HR Green** staff provided multi-faceted municipal engineering and management for CIP and land development projects
- Contract Public Works Director/City Engineer during period of rapid development
- Development coordinator and inspection for 525-acre SilverRock Ranch golf resort
- Updated City standards and plan review checklists
- Full service civil plan review of land development projects, including 500+ acre The Trilogy which also included retention basins, water quality, and air quality management plans



Scope of Work Description for Each Service

Public Works and CIP Inspection

Our inspectors, such as Bill Krelle, can provide inspection services for a single project that may be complex or unique due to its type of construction or size, or we can provide staff to handle all inspection services for all of the City's projects, including encroachment permit, street maintenance, landscape, traffic signal, drainage, and similar projects. Our staff will be dedicated to providing the highest level of customer service and ensuring that all work is in conformance with the requirements of the City and all other applicable codes with detailed daily reports and photographic documentation provided. Our inspection can be adjusted on fast track projects to provide a high level of coordination specifically suited to gain compliance with all applicable codes on a shortened timetable. Our inspectors are certified and have extensive experience in inspection of public works projects and coordinating with applicable permitting agencies. The need to track and assess design changes in the field has created a need for inspectors on these projects to be especially aware. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. Our Inspection Team also provides on-call inspection services to cover staff vacation time, peak workloads, specialized inspection activities and others as needed. These activities may include:

- Next-day inspections
- Same-day response to uniquely important or urgent inspection requests
- Inspections of a clearly urgent nature (emergencies, serious life-safety concerns, etc.)

Construction Management

Our staff will prepare a Construction Management Plan (CMP) for each project. The CMP is a project-specific plan that serves as a guideline for the execution of all construction-related activities. The purpose of the plan is to facilitate smooth coordination and communication among all parties involved, including the designers and the City staff, and to establish protocols for effective execution of the project requirements. We propose to divide the CMP into two sections - the Management Plan and the Administrative Procedures. The draft CMP will be prepared immediately after our mobilization and updated continually as a project matures. A partial list of the activities and procedures covered in the CMP includes:

Section One -- Management Plan

- Project Description
- Key Project Success Factors
- Directory of Participants
- Organization Chart
- Responsibility Assignment Matrix
- Emergency Response Plan
- Safety Plan
- QA/Inspection Plan
- Disputes/Claims Management Plan

Section Two -- Administrative Procedures

- Records Management
- RFI Management
- Submittal Management
- Meeting Management
- Scheduling
- Change Orders
- Pay Applications
- Monthly Reports
- Correspondence
- Punch Lists
- Closeout

Construction Management Task Approach

The following is our typical approach to providing Construction Management Services. Suggested tasks include:

- **Task 1:** Constructability / Biddability / Value Engineering Review
- **Task 2:** Construction Scheduling
- **Task 3:** Project Inspection & Quality Assurance/ Quality Control (QA/QC)
- **Task 4:** Contract Administration & Project Documentation
- **Task 5:** Claims Management
- **Task 6:** Contract Close-out



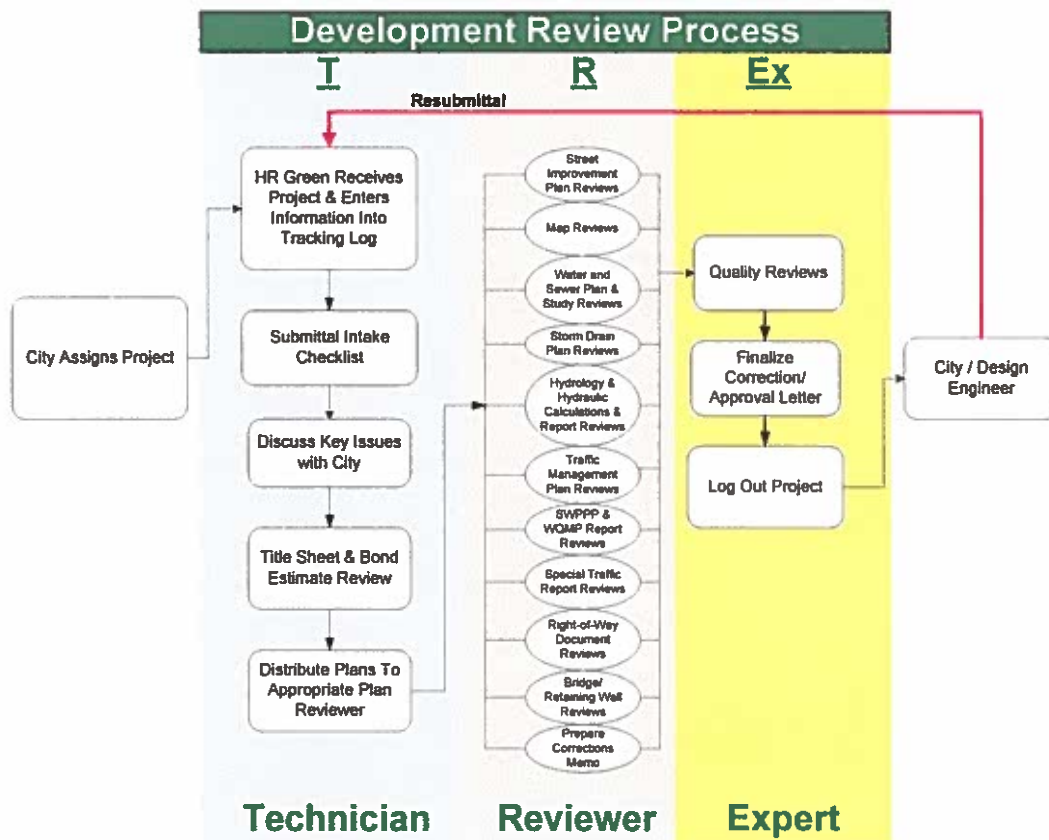
Scope of Work Description for Each Service

Land Surveying

Dave Woolley, PLS, our task leader, has provided surveying oversight to the City. He will monitor that field surveys set horizontal and vertical control (temporary benchmarks) and tie into the City's aerial mapping. Survey will tie to all accessible existing monumentation to set project centerline and property lines. All base mapping will accurately show the locations of surface and subsurface utilities and improvements as found in the field surveys and agency records. Construction surveying will be coordinated closely with the Construction Management/Resident Engineer. Some keys include that the survey crew verify and locate ties to existing surface or underground structures that will be joined by new construction with the engineering plans. The "joins" will be reviewed and any discrepancies will be noted to the Resident Field Engineer/Inspector. Copies of all field notes, cut sheets, and staking diagrams are supplied to the Field Engineer/Inspector and also reviewed and checked by the Supervising Land Surveyor in charge. A three-point check is made by the field survey crew at each station occupied prior to setting any construction stakes. A comparative analysis of staked coordinate values and design coordinated values is performed, which immediately detects any errors and allows for early correction.

Plan Check

Our team of professionals and seasoned specialists bring the expertise, continuity, and proven best practices to deliver quality plan checks and responsive service. Our team of civil plan and map checkers will maintain accountability through the use of formalized processes and streamlined electronic plan check procedures should the City desire to use these tools. The plan check process we will follow will be managed through our "GreenTREx" plan review and processing program, a formalized and integrated process whereby Technician, Review, and Expert management/quality control functions are consistently implemented on each and every project. The quality of our staff provides you with a proven extension to your staff that binds the varying interests of your operations, the citizens you serve, and legal and regulatory considerations into a dynamic, flexible working system. The success of this system is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff.





Scope of Work Description for Each Service

Stormwater Quality Management and Field Inspection

HR Green can provide programmatic solutions to your stormwater quality needs. This includes developing and implementing stormwater programs in compliance with NPDES requirements; training City staff; responding to RWQCB directives and citizen concerns; representing cities on numerous Permittee Committees; coordinating inventory of City municipal, residential, industrial, and commercial facilities; reviews City Ordinances, General Plan, and Standard Conditions of Project Approval for compliance with NPDES; preparing annual reports per mandated regulations; preparing and/or reviewing SWPPPs and water quality management plans; and coordinating outreach and inspection efforts associated with commercial/Industrial facilities.

For field inspection a premium will be placed on close communication; community education/outreach; accurate and detailed findings; accessibility to inspection forms and photographs; and Final Reports. For CIP projects our inspectors will monitor sites to ensure temporary BMPs are installed and maintained while permanent BMPs are constructed per standards and specifications. For industrial and commercial facilities each business will be notified by letter giving them the date, time, and reason for the inspection. The letter will state that the inspector will be a representative of the City.

Prior to the inspection, our coordinators and inspectors will familiarize themselves with the facility by reviewing the database that exists in the City's files and will set up a checklist to correspond with the listed BMPs at the facility. They will also complete the first section of the inspection forms with the business' general information. During the site visits, our inspectors will meet with the business manager or responsible party and introduce the City's stormwater program as well as distribute the necessary educational materials. Our inspectors will then verify the site information with what is provided in the City's database, perform a thorough examination of the facility and all outdoor activities which could potentially generate urban runoff pollution, evaluate the NAICS codes to verify that it correctly reflects the business' principal activity, evaluate onsite BMPs and staff training, and review the site's SWPPP and storm water monitoring program. At the completion of the walk-through, the inspectors will recommend corrective actions and provide a photocopy or fax of the inspection report for the business' records. Each inspection will take from one-half to two hours with an average of one hour per inspection portal to portal. After the inspections are completed our coordinator/analyst will meet with our inspectors on a weekly basis and update the City's database with the new inspection information. A Final Report will also be prepared summarizing all the commercial and industrial inspection results, violations, education efforts, and BMP assessments.

Grant Writing/Administration

We understand the intricacies of the state and federal funding processes and the importance the funding has to your budget. Our staff has significant experience with the complex requirements associated with outside funding sources, including Measure M, CDBG, TEA-21, State Gas Tax, and other available state and federal grants/funding sources, both at the planning and final design level. For instance, within the past 10 years our staff has managed the processing of over \$100 million in federally funded roadway projects in Southern California, many of which have required Caltrans audits.

We have the capability to apply for and obtain additional grant funds for future projects. Our staff has assisted many other jurisdictions in the successful acquisition, administration, and reimbursement of special funds. We are very familiar with grant funding opportunities through a variety of programs, such as the HES and the Safe Route to Schools Program. Our team's extensive experience with Caltrans staff in administering current funds, closeout of projects, encroachment permits, and special studies will enable us to assist the City in an effective manner immediately after contract start up.

Civil Engineering Design

Our goal is to provide **value-added services** that yield innovative, yet practical, solutions to promote cost-effective and timely delivery, while protecting and enhancing the value of your infrastructure. Our design task leader will coordinate with our technical staff to ensure technical viability, monitor schedules/budgets, and assure the entire project team integrates seamlessly to deliver the best possible project. Our staff has a proven ability to partner



Scope of Work Description for Each Service

with municipal clients, including your City, and assess priorities in order to keep your project on schedule and under budget. Specific management and technical activities to be performed include the following:

- **Kick-Off Meeting** to discuss major features and details of the specific project assignment, identify jurisdictional agency approval and/or permit requirements, establish clear lines of communication, gather background data, and discuss any special requirements, constraints, and/or opportunities available to expedite the project in a cost-effective and timely manner.
- **Research and Review** of all available relevant information, data, and reports.
- **Initial Evaluation / Agency Coordination** to identify alternative solutions for key elements of the project and evaluate their feasibility based on factors including cost-effectiveness, constructability, utility impacts, safety, implementation requirements and overall project schedule, and other constraints.
- **Client / Agency Review** for review and concurrence prior to coordination with other permitting agencies for plan check review and comments.
- **Project Finalization, Approvals, and Permit Processing**, including compiling input, concerns, and comments from permitting agencies for resolution and finalization of the plans.
- **Construction Support** during the bidding/construction phases.

Some key issues we regularly address on infrastructure projects are highlighted below:

Street and Bridge Improvements

- | | |
|--|---|
| ▪ Minimize Community Impacts | ▪ On-Street Parking Alternatives |
| ▪ Maintain Ingress / Egress | ▪ Optimize Pavement Rehabilitation Methods |
| ▪ Efficient Traffic Control | ▪ Streamline Right-of-Way & Permitting |
| ▪ Structure Type Selection (Bridge, MSE Retaining Walls, etc.) | ▪ Effective Structural Design in Tight Constraints (e.g., Drilled Shafts vs. Pile Caps) |
| ▪ Aesthetics | ▪ ADA Compliant Sidewalks/Curb Ramps |

Storm Drainage Improvements

- | | |
|---|---|
| ▪ Avoid Utility Conflicts/Maintain Adequate Clearance | ▪ Adequate Capacity to Accommodate 100-Year Storm Event |
| ▪ Minimize Community Impacts | ▪ Comply with Regulatory/Water Quality Requirements |
| ▪ Maintain Ingress / Egress | ▪ Streamline Right-of-Way & Permitting |
| | ▪ Sustainability/Low Impact Design/Hydromodification |

We are committed to a stringent Quality Assurance, Quality Control and Constructability Review protocol for all deliverables submitted to a client. Our QA/QC and Constructability Review program will consist of four primary components for your project. We call this internal program the “four check” program for quality and success.

- | | |
|---|--------------------------------------|
| ▪ Check 1 – Scope of Services and Contract Review | ▪ Check 3 – Submittal Reviews |
| ▪ Check 2 – Concepts and Criteria Review | ▪ Check 4 – Constructability Reviews |

Project Schedule and Cost Control

We place a premium on utilizing proven scheduling resources and tools which provide open lines of communication, and maintain project momentum and successfully complete projects within budget and on schedule. These tools include:

- ✓ Regularly Updating the Schedule
- ✓ Holding Weekly Resource Allocation Meetings
 - Distributing & Updating Action Items Listing
 - Conducting Monthly Progress Meetings
- ✓ Tracking the Budget
 - Progress Reporting via Monthly Status Reports and E-Mail Updates



Scope of Work Description for Each Service

Weed Abatement

In managing construction, public works, stormwater compliance, code compliance, and maintenance operations we understand the critical role of abating nuisances, preserving neighborhoods, and maintaining water quality. Our staff will oversee the weed abatement contractor for the proper spraying of herbicides, discing, rough mowing, and/or hand work.

Report Writing

Our engineers and managers will prepare staff reports for department heads, city council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meetings with the City Engineer or designated City representative. In addition, we will provide monthly invoicing with detail in the format desired by the City. Below are sample pages from a progress report we provided to the Jurupa Valley City Council.



City of Laguna Hills
On-Call Civil Engineering and Management Services

Scope of Work Description for Each Service



Public Works Department Engineering Division

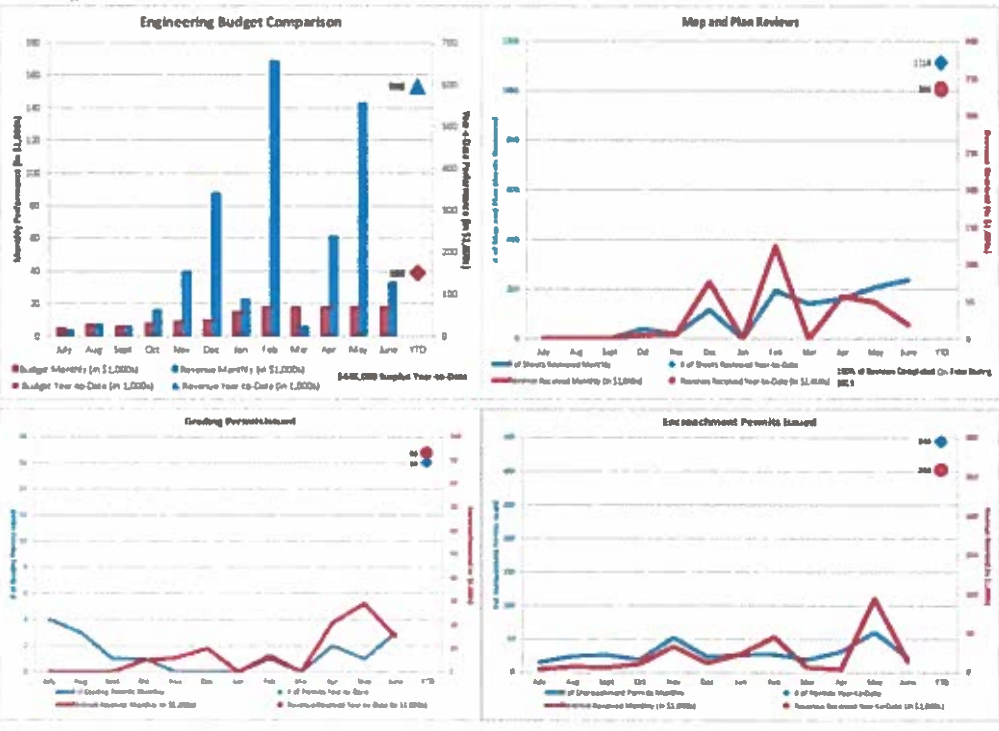
Key Accomplishments

- Assisted in negotiations for new franchise agreements for trash hauling with Waste Management and BURRTEC, resulting in additional \$300,000 in annual franchise fees and sweeping of major streets in the Rubidoux service area
- Administered construction of \$1 million FY 2012/13 Pavement Rehabilitation project involving approximately 1,000,000 SF. All 8 areas are complete.
- Oversaw construction of Phase 1 of JCSD Pyrite Sewer Project (installation of new 36-inch gravity feed and 24-inch forcemain sewer along with a water pipe relocation and new lateral sewer connections) within budget and schedule
- Identified and coordinated with County the transfer of \$750,000 in previously collected deposits from developers to City as payment in-lieu of constructing transportation-related improvements that, as a condition of project approval, had been obligated to construct
- Obtained nearly \$400,000 in grant funding for road safety improvement, traffic safety, and Safe Route to School projects
- Processing agreement with California Public Utilities Commission to provide at-grade crossing at Pacific and Union Pacific Railroad right-of-way
- Obtained CalRecycle grant for \$25,281 for publish recycling benefits of beverage containers
- Completed Local Implementation Plan for M54 Permit and submitted to RCFC&WCD (May, 2013)
- Completed all civil plan reviews (1,100+ sheets) on schedule
- Applied for a \$500,000 RCFC&WCD project (Line A). Project included within RCTC 2013-14 budget.
- Updated radar speed studies
- Coordinated with RCTD, Caltrans, and City of Eastvale on the design of the \$25 million I-15 Interchange project
- Awarded contr: Bain (\$550,000)
- Awarded contr: Road
- Participated in
- Assisted in prep
- Processed grad
- Processed 70+ t
- Provided engin

Public Works Department Engineering Division

Performance Overview

On pages 8 and 9 please find charts and graphs that display key performance indicators for the Public Works Department, Engineering Division.



Public Works Department Engineering Division

Projects in the Spotlight

New Traffic Signal at Rubidoux Blvd. and 28th Street

- Overseeing project design by Riverside County Transportation Department (\$758,000 construction cost)
- Construction duration from April through July, 2013
- Making curbs ADA compliant
- Construction of new pavement and pavement rehabilitation for ¼ mile along Rubidoux Blvd.



Dry Creek Channel

- \$10 channelization of a major drainage course through City
- Installation of concrete box culvert roughly 40' wide by 12' deep for 0.75 miles upstream of the golf course
- Converted low flow crossing at Lucretia to an enclosed box culvert
- Will reduce flooding and be maintained by Riverside County Flood Control and Water Conservation District



Completion of JCSD Pyrite Sewer (Phase 1) Project

- Installation of new 36-inch gravity feed and 24-inch forcemain sewer along with a water pipe relocation and new lateral sewer connections
- Contractors worked 24-hours a day, 7 days a week to expedite construction
- Implementation of Traffic Management Plan and Sheriff's enforcement significantly reduced level of neighborhood traffic issues and increased usage of the designated traffic routes by many of the 23,000 motorists who use Limonite Avenue every day



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City of Jurupa Valley

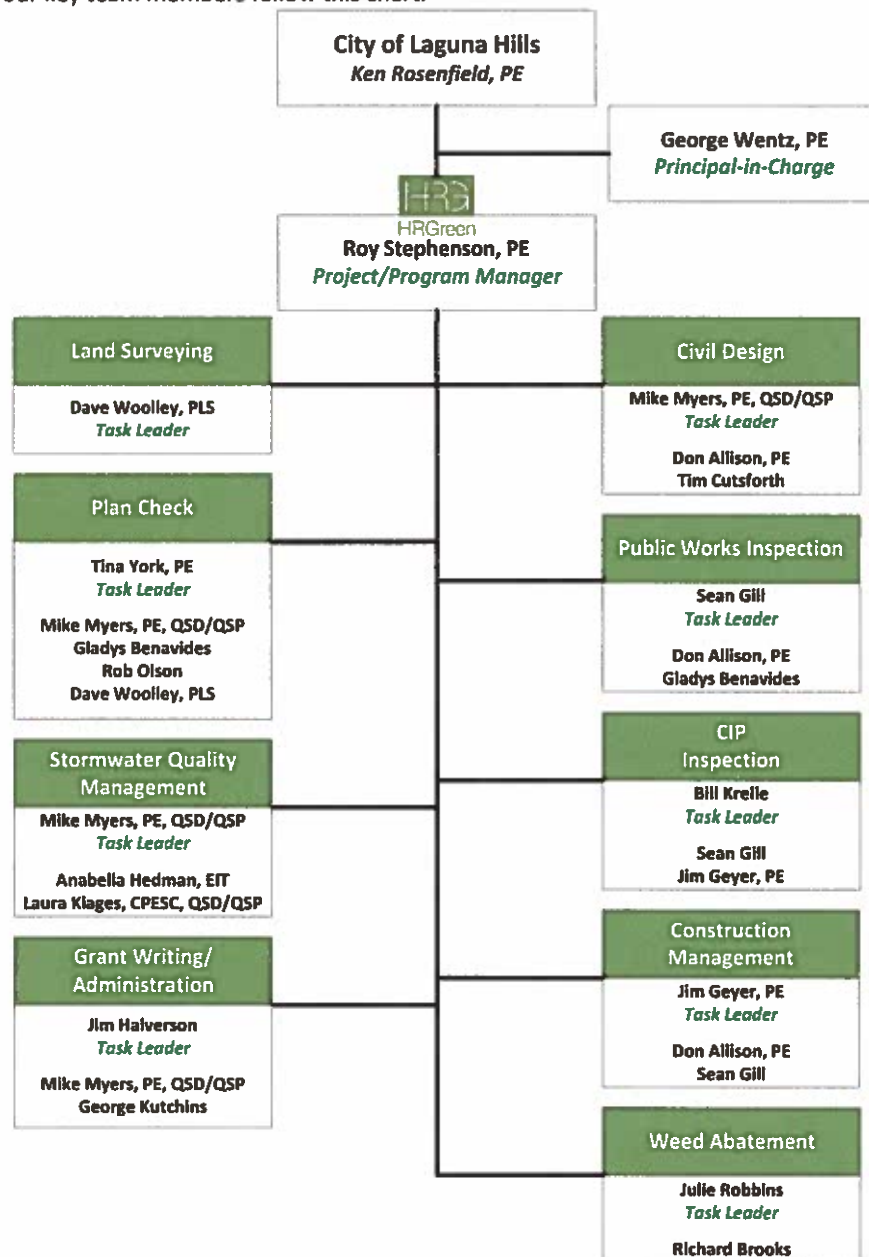
City of Laguna Hills
On-Call Civil Engineering and Management Services

Summary of Key Personnel



The dynamics and challenges associated with successfully implementing City projects require the services of a seasoned team with flexibility, capacity, customer-orientation, continuity, and strong technical competence. Our proposed team members have a long-established track record of providing similar consultant services for agencies including yours.

Our organizational structure, as shown below, maximizes close communication, rapid response, and accountability of our team to your key City staff. We provide you with an accessible and dedicated Project/Program Manager, **Roy Stephenson, PE**, as well as a core group of task leaders to use as your specific project needs arise. Our task leaders will be supported by professionals and technical experts who specialize in municipal consulting and extension of staff assignments. This team will provide the City of Laguna Hills with a **great depth of professional resources** who have direct, applicable experience successfully providing the consultant services you need. Biosketches of our key team members follow this chart.





Summary of Key Personnel

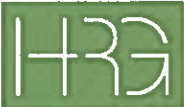
KEY STAFF (includes Task Leaders)	
Name/Responsibility Education/Registration	Highlights
Roy Stephenson, PE <i>Project/Program Manager</i> College Coursework Civil Engineer, CA #20354	40+ years municipal project/program management, including Laguna Hills - City Engineer/Public Works Director – 19 S. CA. cities - Established, prioritized, and managed 20+ CIP Programs - Responsible for procuring \$100+ million in grant funding
George Wentz, PE <i>Principal-in-Charge</i> MPA, BSCE Civil Engineer, CA #43273	35+ years municipal management - City Manager and Public Works Director - Facilitate management of municipal operations - Extensive Orange County city experience, including Laguna Hills
Dave Woolley, PLS <i>Land Surveying Task Leader</i> Land Surveyor, CA #7304	30+ years survey and mapping experience - Land surveying experience, City of Laguna Hills 9 years with County of Orange supervising record of survey, parcel map, and tract map submittals - City Surveyor, City of Long Beach
Tina York, PE <i>Plan Check Task Leader</i> BSCE Civil Engineer, CA #46367	25+ years public works engineering/plan review experience - Plan Check Manager, 20+ agencies (e.g., Laguna Hills and County of Orange) - Review of street and drainage backbone infrastructure for major developments in So. California - Electronic plan check implementation
Mike Myers, PE, QSD/QSP <i>Stormwater & Civil Design Task Leader</i> BSCE Civil Engineer, CA #30702 Certified QSD/QSP, #2036	30+ years road and street design management experience in So. California - Delivered 100+ street, drainage, and wet utilities projects for public agencies in Los Angeles County managing a staff of 15 engineers - Expertise in all aspects of pavement maintenance and rehabilitation/strategies - Prepared design manual for low impact development (LID) streets - Prepared grant applications and managed federally funded projects - Plan/Map check for nearly 15 cities
Jim Halverson <i>Grant Writing/Administration Task Leader</i> M, Urban Planning, BSCE Certified Economic Dev. Finance Professional	25 years capital improvement funding experience - Developed financial strategies and helped leverage approximately \$100 million toward numerous CIP projects involving water/wastewater, stormwater management, transportation, and brownfield/community redevelopment - Extensive grant writing, including those for federally-funded projects
Sean Gill <i>Public Works Inspection Task Leader</i> College Coursework	30+ years construction management, inspection, engineering, and project management experience - Inspection oversight in Orange County (e.g., Laguna Hills, Irvine) - Managed 15 diverse CIP projects within Marina Del Rey, County of Los Angeles - Oversaw weed abatement program, City of Riverside - CPESC/BMP Trained
Bill Krelle <i>CIP Inspection Task Leader</i> BS, Ornamental Horticulture	40+ years inspection experience throughout Orange County - Extensive CIP inspection experience for City of Laguna Hills - Inspection of diverse CIP projects (Rancho Santa Margarita and Yorba Linda)



Summary of Key Personnel

KEY STAFF (includes Task Leaders)

Name/Responsibility Education/Registration	Highlights
Jim Geyer, PE <i>Construction Management Task Leader</i> MSCE, BSCE Civil Engineer, CA #59992	40+ years civil engineering, design/construction management experience 8 years on-site staff augmentation experience/County of Orange and 10 So. California cities - Pavement rehabilitation expertise (design and construction management) - Extensive and diverse design engineering and plan review experience on municipal infrastructure projects
Julie Robbins <i>Weed Abatement Task Leader</i> College Coursework Certified in Peace Officer Standard and Training	25+ years code compliance experience - Code compliance, 10+ agencies - Extensive experience in Orange County - Developed code enforcement education system to train code enforcement officers statewide

 HRGreen Capabilities	Key Personnel										Support Personnel								
	Roy Stephenson, PE	George Wentz, PE	Dave Woolley, PLS	Tina York, PE	Mike Myers, PE, QSD/QSP	Jim Halverson	Sean Gill	Bill Krelle	Jim Geyer, PE	Julie Robbins	Gladys Benavides	Rob Olson	Anabella Hedman, EIT	Laura Klages, CPESC, QSD/QSP	George Kutchins	Don Allison, PE	Tim Cutsforth	Julie Robbins	Richard Brooks
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Laguna Hills Experience	✓	✓	✓	✓			✓	✓						✓					
Orange County Area Experience	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Civil Engineering Design	✓	✓			✓				✓		✓	✓	✓			✓	✓		
Program Management	✓	✓			✓	✓			✓							✓			
Civil Plan Check	✓	✓	✓	✓	✓				✓		✓	✓	✓	✓		✓			
Stormwater Quality Management	✓	✓			✓		✓		✓		✓		✓	✓		✓			
Grant Writing/Administration	✓	✓			✓	✓									✓				
Code Compliance/Weed Abatement	✓	✓					✓			✓								✓	✓
Construction Management	✓	✓					✓		✓		✓	✓				✓			
Public Works/CIP Inspection	✓	✓		✓			✓	✓	✓		✓	✓	✓	✓		✓	✓		
Land Surveying/Map Check	✓		✓						✓										

City of Laguna Hills
On-Call Civil Engineering and Management Services



References

On-Call Civil Engineering and Management City of Jurupa Valley

Stephen Harding, City Manager, 951.332.6464

"HR Green was retained to provide full implementation of City operations...they provide a wide variety of Municipal Engineering/Management Services, including servicing as contract City Engineer, Public Works Director, and Building Official...HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Stephen Harding, City of Jurupa Valley

On-Call Civil Engineering and Management City of Placentia

Troy Butzlaff, ICMA-CM, City Administrator, 714.993.8118

"I wholeheartedly endorse HR Green to other agencies in need of city engineering, project management and plan check services."

Troy Butzlaff, ICMA-CM, City of Placentia

On-Call Civil Engineering and Management City of Yorba Linda

Steve Rudometkin, Former City Manager, 714.335.5310

Mark Pulone, City Manager, 714.961.7110

"Members of HR Green have been instrumental in helping facilitate the significant growth of the City of Yorba Linda over more than 25 years... Your plan checker's strong technical aptitude, professionalism, and responsiveness, including meeting with City staff and developers' engineer to review comments, were key attributes in maintaining our aggressive plan review schedules."

Steve Rudometkin, City of Yorba Linda

On-Call Civil Engineering and Management City of Rancho Santa Margarita

Carol Gamble, Mayor, 949.635.1800

"I wholeheartedly endorse HR Green to other agencies in need of city engineering, project management and plan check services."

Carol Gamble, City of Rancho Santa Margarita

On-Call Traffic Plan Check and Engineering Support City of Laguna Niguel

Larry Longenecker, AICP, Former Senior Planner, 949.470.3024

"HR Green staff members consistently deliver projects and task assignments within budget and schedule...I have been very impressed by their traffic engineer's ability to quickly analyze various alternatives and distill this analysis into easily understandable recommendations and well-formulated concepts for City staff and Council action."

Larry Longenecker, AICP, City of Laguna Niguel
(now Planning & Economic Development Manager at City of Mission Viejo)

Certificate of Non-Discrimination



January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

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

Name: George A. Wentz, PE

Title: Vice-President, Governmental Services

Signature: 

Date: January 31, 2014

City of Laguna Hills
On-Call Civil Engineering and Management Services



Disclosure of Employee Relationships and Financial Interests

January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

Council member Randal Bressette provides personal financial management services

to Ray Stephenson.

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

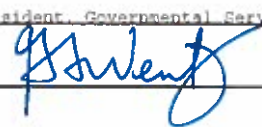
None

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

Signed this 31st day of January, at Orange
California, California.

Name: George A. Wente, PE

Title: Vice-President, Governmental Services

Signature: 

Attachment: HRGreen On-call Civil Engineering PSA (1472 : Assignment of HRGreen Professional Services Agreements)

City of Laguna Hills
On-Call Civil Engineering and Management Services

Letter Agreeing to Execute City's Agreement



February 5, 2014

Mr. Ken Rosenfield, PE
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: City's Form Professional Services Agreement

Dear Ken,

HR Green California, Inc. is ready and willing to execute the City's form Professional Services Agreement per the attached Sample with the following requested changes for your consideration:

Some wording in Section 1.1 broadens the meaning and raises the expectation of the Standard of Care we offer, possibly negating our errors and omissions coverage. We propose to replace this section in full after "Consultant's services and work shall be performed..." with:

In a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

In Section 1.5 we request replacing the term "warrants" in two places with "represents". Our insurance does not cover guarantees associated with our services.

In Section 1.7 we suggest the second sentence be reworded as follows since "Good faith" could be interpreted to be above our Standard of Care and fiduciary responsibilities:

Both Parties agree to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. The Consultant will do so with the Professional Standard of Care noted in section 1.1.

In Section 5.1 we request deleting "which may arise for or in connection with the" (fourth line) and replace with "caused by". The language change requested is consistent with the new endorsements being used by insurance companies.

We look forward to helping the City provide high quality, responsive, and supportive customer service.

Very truly yours,

George A. Wentz, PE
Vice-President, Governmental Services



Phone: 714.287.2275 Fax: 714.333.1886
1100 Town & Country Road, Suite 1025, Orange, CA 92868
E-Mail: gwentz@hrgreen.com





February 5, 2014

Mr. Ken Rosenfield, PE
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

**Subject: Consultant Fees and Hourly Rates: On-Call Civil Engineering and Management Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship***

Dear Ken,

HR Green California, Inc. has included two cost options on the following page for your consideration:

- Option 1: Hourly Rate Schedule by Staff Classification
- Option 2: Percent of Plan Check Fee

Our rates are negotiable with the City based upon specific scope and services requested.

We look forward to helping the City provide high quality, responsive, and supportive customer service.

Very truly yours,

George A. Wentz, PE
Principal-in-Charge

Phone: 714.287.2275 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025, Orange, CA 92868

E-Mail: gwentz@hrgreen.com



Consultant Fees and Hourly Rates

Option 1: Hourly Rate Schedule

Personnel Classification	Hourly Rate Range	Prevailing Wage
Principal-in-Charge	\$230	
Project Manager	\$185	
Civil Plan Checker/Civil Engineer	\$110 - 150	
CAD Designer/Technician	\$85 - 120	
Stormwater Quality Compliance Manager	\$110 - 150	
Land Surveyor	\$180 - 190	
Survey Crew (2 person)	\$275	\$345
Construction Manager	\$135 - 150	
Public Works/CIP Construction Inspector	\$90 - 110	\$125 - \$145
Code Compliance Technician (Weed Abatement)	\$75 - 90	
Management Analyst (Grant Writing)	\$105 - 135	
Clerical	\$50 - 75	

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for overtime hours.

Prevailing Wages:

Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II "Construction Inspector and Field Soils and Materials Tester" will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1-1/2 times that shown above. Sunday and State Holidays will be billed at 1-3/4 times that shown above.

The rates provided are based on the prevailing wage determination at the time of the proposal. In years marked with a double asterisk (**) by the Department of Industrial Relations, the rates will be adjusted on the effective dates established by the State and pursuant to the pre-determined escalation rates.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent for items such as:

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the current IRS per mile rate.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective July 1, 2014 through June 30, 2016 and may be adjusted thereafter.

Option 2: Percent of Plan Check Fee

HR Green is prepared to negotiate with the City a percentage of fees collected for plan check work for the City.

PROFESSIONAL SERVICES AGREEMENT

HR Green California, Inc.

On-Call Professional Civil Engineering, Building & Safety,

Civil Plan Check, Building Code Compliance, and

Building Inspection Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, 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 HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified professional civil engineering firm that specializes in providing civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services to municipalities and to other public agencies on an on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project").

B. Consultant has submitted to City a proposal, dated May 25, 2015 (as revised on September 2, 2015), to provide on-call, as-needed professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain Consultant to provide such professional services for the Project.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide to City and perform the professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services for the Project as set forth in the Proposal/Scope of Work, dated May 25, 2015 (as revised on September 2, 2015, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original May 25, 2015 (as revised on September 2, 2015) proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant

shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

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

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the

City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (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 amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (as revised on September 2, 2015) (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work

product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement, as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price 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 adjustment of any fee, rate or or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period

of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on September 8, 2015 and ending on August 31, 2018 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than two (2) additional one-year terms ("Renewal Option").

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

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall

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

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not

pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of

Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

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

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of 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. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that

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

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional insureds under the Consultant's insurance policies, or Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Consultant agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

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

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. **REPORTS AND RECORDS**

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement.

Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted

accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all

reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

B. Consultant shall have sole control of the defense of any such claim or suit

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Consultant: HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"

City of Laguna Hills,
a California municipal corporation



DORE J. GILBERT, M.D.
Mayor

ATTEST:

 (SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

_____
GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

HR Green California, Inc.,
a California corporation



By: _____
GEORGE A. WENTZ, P.E.,
Vice President

By: _____

Attachment: HRGreen On-call Building and Safety PSA (1472 : Assignment of HRGreen Professional Services Agreements)

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



Proposal:

Building Services



May 25, 2015

As Amended on September 2, 2015





May 25, 2015

David Chantarangsu, AICP
 Director of Community Development
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, California 92653

Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, HR Green California, Inc. (HR Green) is poised to assign highly experienced, local staff with a successful track record of providing **highly responsive, well-planned, and quality services in the most cost-effective manner possible** to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. The following are some key questions that should be asked:

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify better ways of doing things.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Phone: 714.287.2275 Fax: 714.333.1886
 1100 Town & Country Road, Suite 1025
 Orange, CA 92868
 E-Mail: gwentz@hrgreen.com

David Chantarangsu, AICP - Director of Community Development
 City of Laguna Hills
 May 25, 2015
 Page 2 of 2

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO – Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

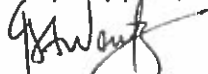
Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in transition services of Building and Public Works Departments in California. Most recently, we helped the City of Jurupa Valley transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the second most cost-effective per capita in delivering services in the region. Over the past three years we have achieved a 98% success rate for on-time building plan reviews and 100% success rate for on-time inspections; realized a 35% decrease in permit processing costs and inspection fees to applicants (while enhancing services); and full cost recovery for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

Very truly yours,



George A. Wentz, PE
 Principal-in-Charge



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General Information

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years HR Green, Inc. (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CAsp) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CAsp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.



General Information

A cornerstone of our expertise is the provision of **as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies**. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a **strong and vibrant financial condition**. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - California (1)
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB + Associates **TRB + Associates, Inc. - Subconsultant**

TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is **certified as a micro small business**. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. **Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.** HR Green has had a working relationship with TRB for four years.



General Information**Client References / Related Experience*****A Track Record of Excellence***

 HRGreen Services <i>(Provided by HR Green Staff)</i>	Representative Agencies																			
	County of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Los Alamitos	City of Palos Verdes Estates	City of Jurupa Valley	City of Corona	City of Murrieta	County of Los Angeles	City of La Puente	City of Claremont	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓											
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Code Compliance		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓			✓	✓		✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	

Building Plan Review and Inspection**County of Orange**

Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services

- ✓ Architectural Plan Review
- ✓ Title 24 Energy Plan Review
- ✓ NDPES Compliance Review
- ✓ Green Building Plan Review
- ✓ MEP Plan Review
- ✓ Civil Engineering Plan Review
- ✓ Disabled Access Compliance Review
- ✓ Building Inspection

- HR Green currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- HR Green staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting





General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston

Former Mayor (current Council Member)
City of Jurupa Valley

HR Green Services

✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection
✓ Code Enforcement	✓ Permit Counter Support
✓ Building Official	✓ City Engineering
✓ CIP Administration	✓ Civil Engineering
✓ GIS	✓ Construction Management
✓ Traffic Engineering	✓ Value Engineering
✓ Grant Funding/Administration	✓ Public Works Maintenance
✓ Infrastructure Inspection	✓ City Management

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation HR Green provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually



City of Laguna Hills
Building Services



General Information

- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquires and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
 714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB, CASp, CBO; Lonnie Partch



HR Green Services

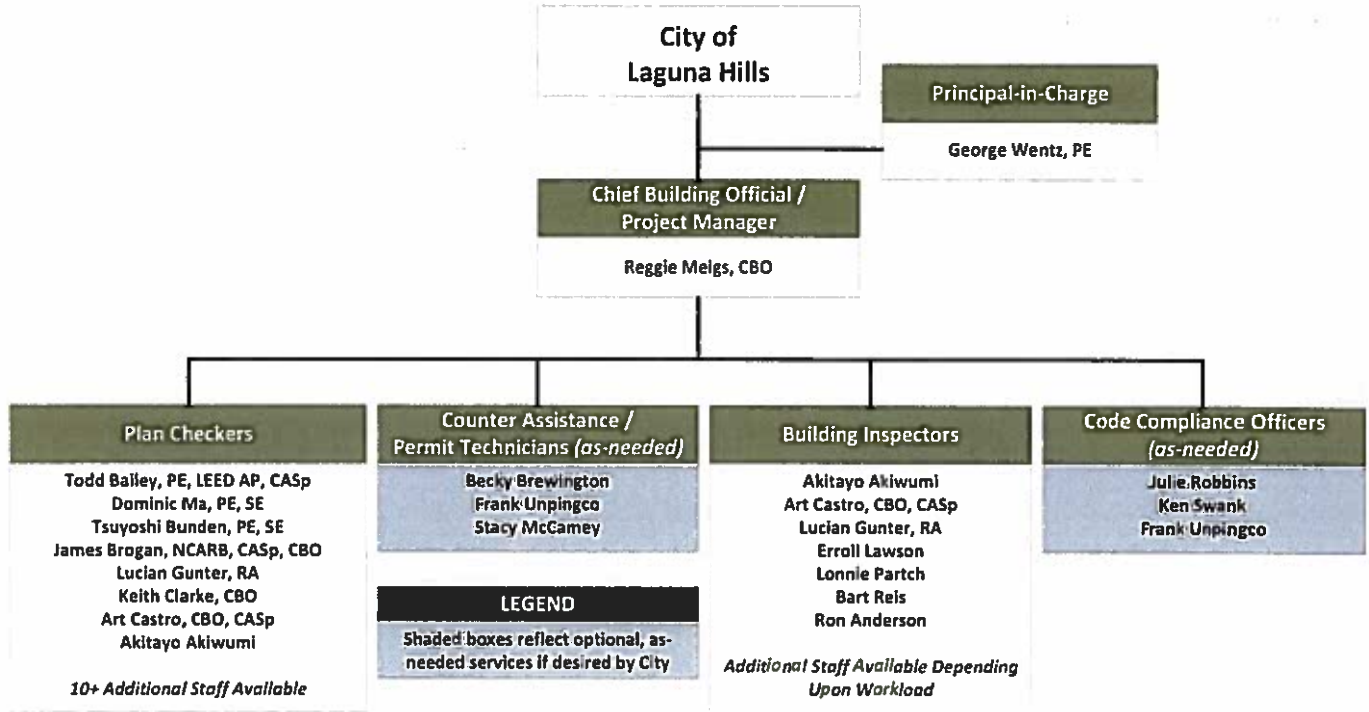
- | | |
|----------------------------------|----------------------------------|
| ✓ Building Plan Review Oversight | ✓ Chief Building Official |
| ✓ Building Inspection/Oversight | ✓ Code Compliance |
| ✓ Permit Counter Oversight | ✓ Organizational Recommendations |
| ✓ Standards & Procedures | ✓ Reports and Studies |
| ✓ Code Interpretation | ✓ Permit Database Development |

- HR Green provides Interim Building Official and code interpretation services through the assignment of Reggie Meigs, CBO
- Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
- Supervised and trained persons assigned to the building division
- Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
- Generated monthly performance and progress report for Building Safety Division
- Assisted in the development of a custom permit tracking program that saved the City money
- HR Green staff inspected residential and commercial buildings for compliance to approved plans and codes

General Information



Proposed Team Organization Chart



General Information



Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24



Qualifications of Proposed Staff

HR Green is proposing a full range of multi-faceted staff members. Our contract-specific organization chart is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed.

Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities



Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB

- ✓ **40+ Years Municipal Building and Safety Experience**
- ✓ **Achieved 98% Track Record Completing Plan Reviews within Schedule, 100% Track Record Completing Next Working Day Building Inspections, and 90% Cost Recovery On Code Enforcement**
- ✓ **Served on Multiple CALBO Committees**
- ✓ **Proficient in using Various Database Systems**

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.



Qualifications of Proposed Staff

George Wentz, PE

Principal-in-Charge

Education / Registration

Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 40+ Years Municipal Services Management
- ✓ Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities
- ✓ Transition Services, 7 Agencies
- ✓ Principal, 30+ Building & Safety, Public Works, and Engineering Contracts

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.



Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including **Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA.** These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)



Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CASp *Building Plan Reviewer*

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASp-229)

- ✓ 20 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Code Enforcement, Inspection Oversight, Permit Counter, and Engineering Expertise
- ✓ Building Plan Review, 30+ Agencies
- ✓ Helped Develop Award-Winning Electronic Plan Review Solutions

Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.



Qualifications of Proposed Staff

Dominic Ma, PE, SE **Building Plan Reviewer**

Education / Registration / Certification
Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner

- ✓ **30+ Years Municipal Building and Safety Experience**
- ✓ **Structural Review Expertise**
- ✓ **Extensive Experience Reviewing Tenant Improvements**

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE

Building Plan Reviewer

Education / Registration / Certification
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified

- ✓ **25+ Years Municipal Building and Safety Experience**
- ✓ **Structural Review Expertise**
- ✓ **Expert Witness to California State Board of Registration**

Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA



Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO

Building Plan Reviewer

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness

- ✓ **35+ Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, ADA, and Expert Witness Expertise**
- ✓ **Code Consultant to Southern California Cities**

Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.



Qualifications of Proposed Staff

Lucian Gunter, RA

Building Plan Reviewer/Inspector

Education / Registration

Bachelor of Architecture

Registered Architect, CA #22358

- ✓ **29 Years Municipal Building and Safety Experience**
- ✓ **Municipal and University Building Plan Review Expertise**

Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.



Qualifications of Proposed Staff

Keith Clarke, CBO ***Building Plan Reviewer***

Education / Certification

College Coursework
ICBO Certified Building Inspector #10335
ICBO Certified Combination Inspector #11934
ICBO Certified Accessibility Inspector #67514
ICBO Certified Spray Applied Fire Proofing Inspector #76423
AACE Certified Code Enforcement Officer #86534
AACE Certified Housing Enforcement Officer #81040
AACE Certified Zoning Enforcement Officer #78952
IFCI Certified Uniform Fire Code Inspector #60223
IFCI Certified Company Officer Fire Code Inspector # 0126960-69
Orange County Certified Reinforced Concrete Inspector #410
Orange County Certified Masonry Inspector #410
CABO Certified Building Official #824
National Academy of Code Administration, Certified Professional Code Administrator
State Fire Marshal, Certified Fire Prevention Officer I
ICS 100 Disaster Preparedness
ICS 200 Disaster Preparedness
ICS 300 Disaster Preparedness
ICS 700 Disaster Preparedness
Licensed General Contractor #731001

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Recipient of Various Building Safety Awards

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costa Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter
Building Official of the Year, Citrus Belt Chapter
Lifetime Achievement Award, Citrus Belt Chapter
Building Department of the Year, Citrus Belt Chapter
CALBO (California Building Officials) Building Department of the Year
CALBO, Building Official of the Year
CALBO, Hall of Fame Award



Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644
Residential Energy Plans Examiner #08-06-1B63
California Access Specialist Program, CASp #330

- ✓ **Nearly 30 Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, ADA Compliance, and Inspection Expertise**
- ✓ **Multi-Faceted Services to Cities and Counties Throughout California**

Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square foot historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check and Inspection Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park



Qualifications of Proposed Staff

Becky Brewington

Permit Technician

Education

College courses in environmental planning

- ✓ **30+ Years Engineering, Planning, and Building Safety Support**
- ✓ **Permit Counter Technician, Various Agencies**

Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.



Qualifications of Proposed Staff

Frank Unpingco

Permit Technician/Code Compliance Officer

Education / Certification

Bachelor of Arts, Corrections
PC-832 Certification

- ✓ **15+ Years Code Enforcement and Construction Experience**
- ✓ **On-Site Permitting and Code Enforcement Assignments with Cities**

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.



Qualifications of Proposed Staff

Stacy McCamey

Permit Technician

Education

Proficiency in Microsoft Suite of Applications and County of Orange APPS System

- ✓ **5 On-Site Administration Assignments Past 8 Years**
- ✓ **Extensive Support of Orange County and Local Cities**
- ✓ **Administration Support for Infrastructure and Building Projects Through Project Lifecycle**

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.



Qualifications of Proposed Staff

Erroll Lawson ***Building Inspector***

Education / Certification

California Building Official (CBO) Training
International Code Council (ICC) Seminars
FEMA certification from the Emergency Management Institution ICS-300
State of California OSHA Safety

- ✓ **25+ Years Building Inspection and Code Compliance Experience**
- ✓ **CBO, ICC, and FEMA Training**
- ✓ **Extensive Experience with Southern California Cities**

Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations. Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.



Qualifications of Proposed Staff

Lonnie Partch **Building Inspector**

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ **27 Years Municipal Building and Safety Experience**
- ✓ **ICC-Certified Inspector**
- ✓ **Extensive Experience Throughout Orange County**

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.



Qualifications of Proposed Staff

Bart Reis

Building Inspector

Education / Certification

College Coursework

ICC-Certified Residential Building Inspector

B-1 General Contractor License

Rough Framing Certification

- ✓ **30+ Years Building Inspection and Construction Management Experience**
- ✓ **ICC-Certified Inspector**

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies



Qualifications of Proposed Staff

Ron Anderson **Building Inspector**

Education / Certification

College Coursework

ICC Certified Building Inspector #0879433

ICC Certified Building Plans Examiner

ICC Certified Electrical Inspector

ICC Certified Mechanical Inspector

ICC Certified Plumbing Inspector

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check, Inspection, Permitting, and Counter Support Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools.. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.



Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework

Certified in Peace Officer Standard

and Training, PC 832, Modules I, II, and III

- ✓ **25+ Years Code Compliance Experience**
- ✓ **Code Compliance, 10+ Agencies**
- ✓ **Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide**

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.



Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification

- ✓ **40+ Years Law Enforcement Experience**
- ✓ **Code Compliance Officer, Various Cities**
- ✓ **Extensive Community Engagement and Committee Involvement Related to Youth, Domestic Violence, and Law Enforcement Issues**

Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relations officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or **ICC and CASp-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ **Bilingual Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ **ICC-certified Building Inspectors** and **Peace Officer-certified Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.





Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of HR Green's Alternative Service Delivery philosophy is find multi-faceted staff who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is **responsive to your needs, will remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments**. For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].



Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.

The plan check process we will follow will be managed through our "GreenTReX" plan review and processing program, a formalized and integrated process whereby Technician, Review, and Expert management/quality control functions are consistently implemented on each and every project. HR Green has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)



Understanding of City's Needs and Approach

Green TREX



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as-needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days



Understanding of City's Needs and Approach

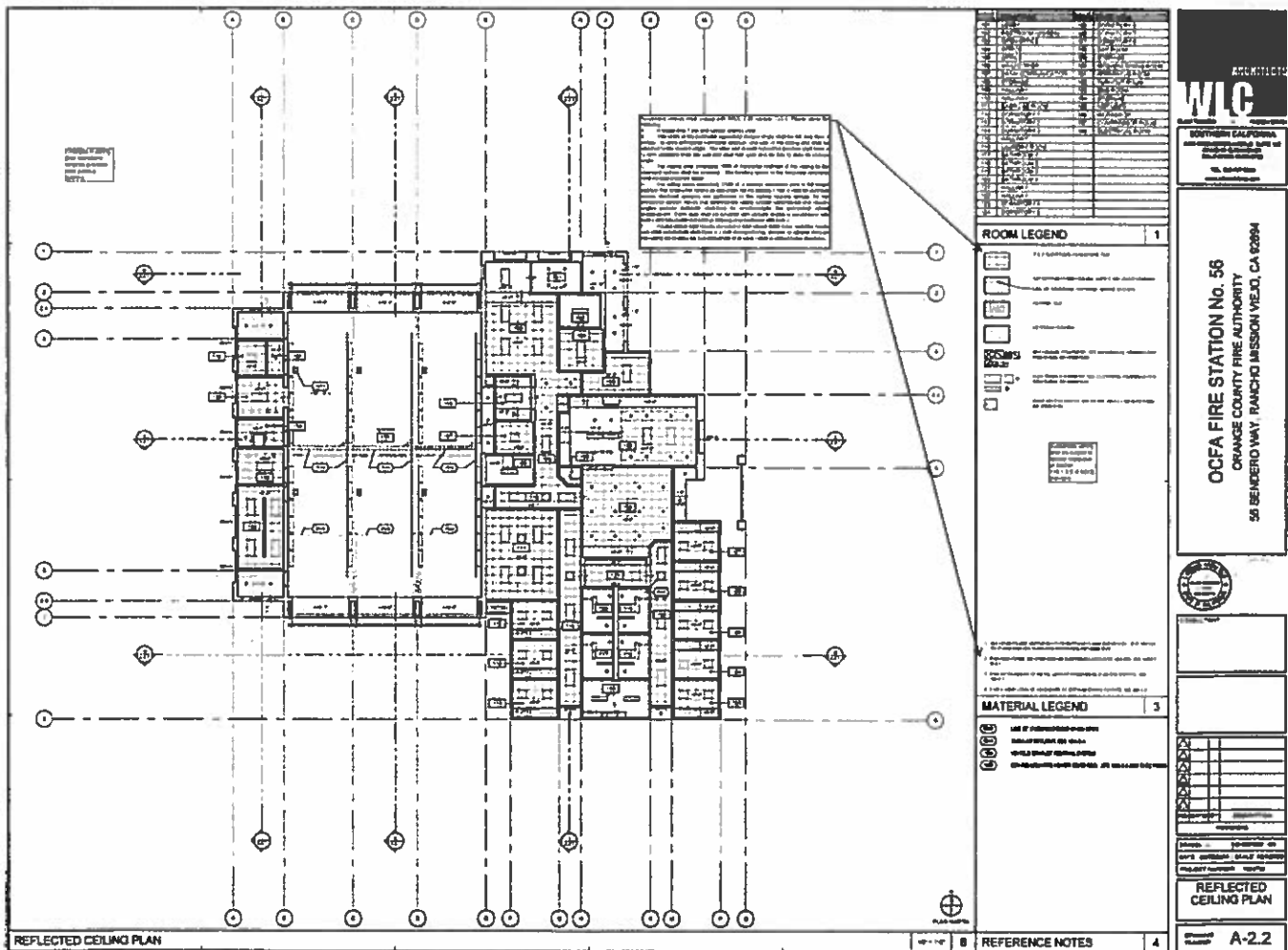
**Building & Safety Plan Check Notes:

1. OTC = Over the Counter
2. Small additions or remodels can be done over the counter or within three (3) working days depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo OCFA Fire Station





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

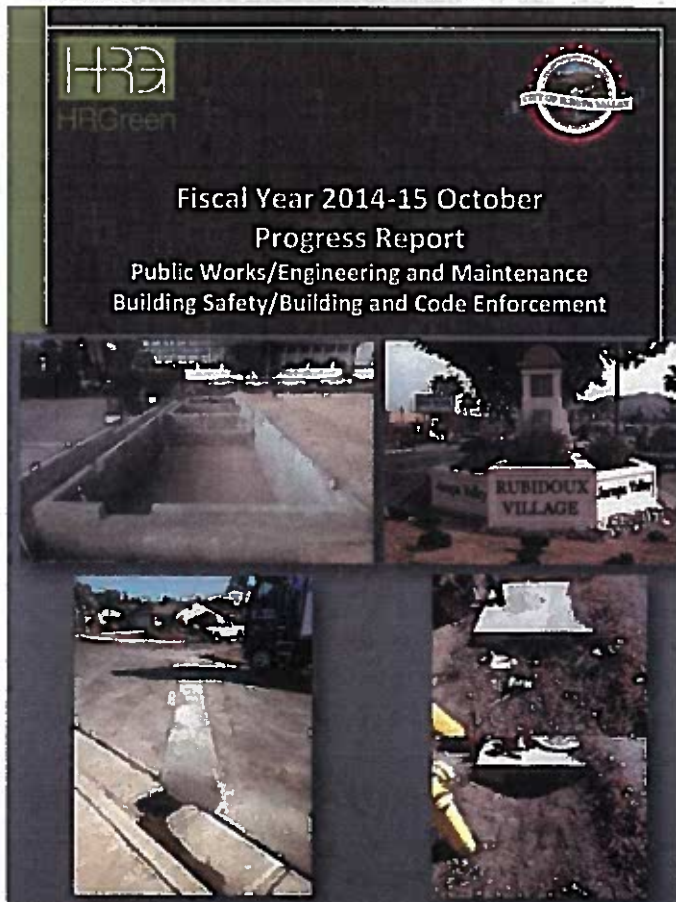
We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

Our Building Official will prepare staff reports for department heads, city council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meetings with the designated City representative. In addition, we will provide monthly invoicing with detail in the format desired by the City. Below are sample pages from a recent monthly progress report we provided to the Jurupa Valley City Council.



Fiscal Year 2014-15 October Progress Report Public Works/Engineering and Maintenance Building Safety/Building and Code Enforcement

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City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

Building & Safety Department Building Division

Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for rechecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 99% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

Before



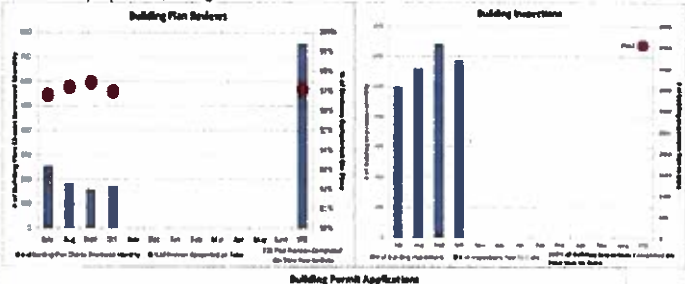
After
(repaired)



Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before



After
(removed)



Illegal Medical Marijuana Dispensary

Before



After
(vacated)





Understanding of City's Needs and Approach

Building & Safety Department *Code Enforcement Division*

Code Inspection Locations Since July 1, 2014

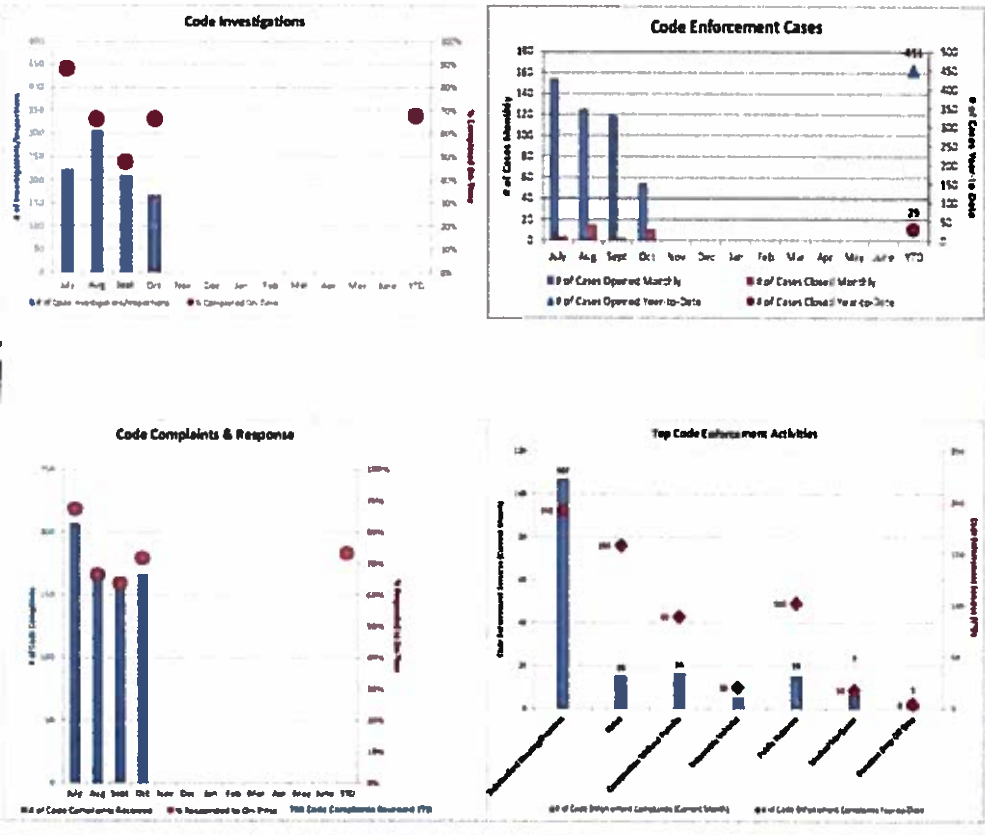


Building & Safety Department *Code Enforcement Division*

Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.

City of Jurupa Valley Fiscal Year 2014-15 October



Attachment: HRGreen On-call Building and Safety PSA (1472 : Assignment of HRGreen Professional Services Agreements)



Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our **Building Safety and Alternative Service Delivery** expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, **Reggie Meigs, CBO**, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTREx™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)



Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and polices adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CAsp-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.



Description of Proposed Services

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request



Proof of Authority

Since HR Green is a corporation, we have included formal proof of the authority of the officer, George A. Wentz, PE, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hoepfner Dave Ruby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Janes Jim Halverson Andrew Marsh Akram Chaudhry

Proof of Authority



Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/ Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

Dave Moermond
Steve Sparks

George A. Wentz

GENERAL EMPOWERING RESOLUTIONS

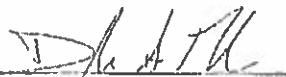
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo



Appendix – Exhibit A

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: HR. Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

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

Money

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

Signed this 25th day of May, 2015, at Orange

_____, California.

Name: George A. Wentz, PE

Title: Vice-President

Signature: _____



Appendix – Exhibit A

CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

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

Name

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

Signed this 25th day of May, 2015, at San Ramon

_____, California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature:



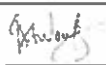
Appendix – Exhibit A

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

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

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Attachment: HRGreen On-call Building and Safety PSA (1472 : Assignment of HRGreen Professional Services Agreements)

Appendix – Exhibit A



CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

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

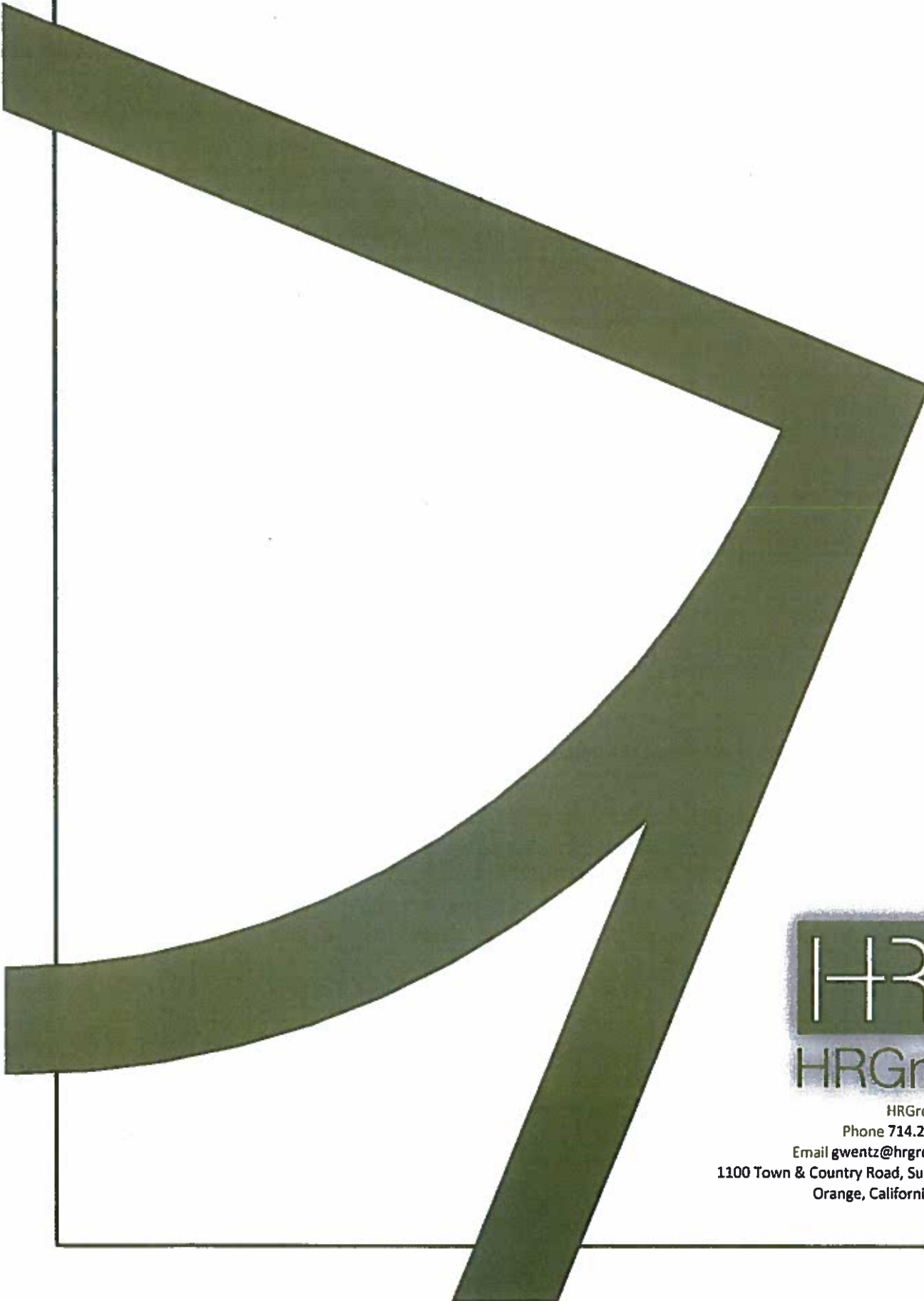
Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: _____

Date: May 25, 2015

Attachment: HRGreen On-call Building and Safety PSA (1472 : Assignment of HRGreen Professional Services Agreements)



HRGreen.com
Phone 714.287.2275
Email gwentz@hrgreen.com
1100 Town & Country Road, Suite 1025
Orange, California 92868



September 2, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'George A. Wentz'.

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

1100 Town & Country Road, Suite 1025
Orange, CA 92868
Phone: 714.287.2275
E-Mail: gwentz@hrgreen.com



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent (Unless otherwise negotiated with the City) for items such as:

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC., FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. 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.

D. 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.

E. 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.

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, 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:

Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

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

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

CITY OF LAGUNA HILLS, a California
municipal corporation

HR GREEN CALIFORNIA, INC., a California
Corporation

Bruce E. Channing,
City Manager

By: George A. Wentz
Its: Vice President

Attest:

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

HR GREEN PACIFIC, INC., a California Corporation

Approved as to form:

By: Roy F. Stephenson
Its: Vice President

Gregory E. Simonian,
City Attorney

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2014 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC., FOR
ON-CALL CIVIL ENGINEERING AND
MANAGEMENT SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated July 1, 2014, which is entitled, Professional Services Agreement (On-Call Civil Engineer and Management Services)), for a contract term of five (5) years commencing on July 1, 2014, and ending on June 30, 2019 (the "Agreement").

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. 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.

D. 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.

E. 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.

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, 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:

Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

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

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

CITY OF LAGUNA HILLS, a California
municipal corporation

HR GREEN CALIFORNIA, INC., a California
Corporation

Bruce E. Channing,
City Manager

By: George A. Wentz
Its: Vice President

Attest:

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

HR GREEN PACIFIC, INC., a California Corporation

Approved as to form:

By: Roy F. Stephenson
Its: Vice President

Gregory E. Simonian,
City Attorney



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Authorization for the Disposal and Sale of Surplus City Vehicle

RECOMMENDATION: That the City Council Authorize the Commencement of the Disposal and Sale of Surplus City Vehicle.

SUMMARY:

The City Council is requested to authorize the commencement of the disposal and sale of the 2010 Toyota Sequoia. The vehicle was purchased in July of 2009 and is now determined by staff to be surplus to the City's needs. Attached to this report is the appraisal of the vehicle by three sources: CarMax, Kelly Blue Book, and Edmunds. Upon approval, the staff will initiate the sale for the best price obtainable.

BACKGROUND:

The 2010 Toyota Sequoia has been determined to be surplus to the City's needs. Laguna Hills Municipal Code Chapter 3-28.010 subsection E states, "Prior to the disposing of any obsolete, unserviceable or surplus property having an estimated market value in excess of five thousand dollars (\$5,000.00), the Purchasing Officer shall inform the City Council of the nature of the property proposed for disposition and the proposed sales price. Such disposition shall be subject to the City Council's approval." Attached to this report is the appraisal of the vehicle by three sources: CarMax, Kelly Blue Book, and Edmunds.

Authorization for the Disposal & Sale of Surplus City Vehicle

January 23, 2018

Page 2

FISCAL IMPACT:

Based on the three appraisals attached to this report, the proceeds from the sale of the surplus vehicle is estimated to be roughly \$14,000. Upon approval, staff will commence with the sale of the vehicle.

ATTACHMENTS:

- 2010 Toyota Sequoia - Appraisal Values

CarMax APPRAISAL OFFER

3.6.a

Name: GAIL COCHRAN
Address: 24035 EL TORO RD
LAGUNA HILLS CA 92653
Vehicle: 2010 TOYOTA SEQUOIA 4D SPORT UTILITY PLATINUM
Mileage: 164,941 **Engine:** 5.7L
VIN: 5TDDY5G14AS024421
Color: GRAY

Contact:
NATHANIEL RIVERA

7195 - IRVINE, CA
Date:
12/27/2017

FEATURES CONSIDERED

POWER LOCKS	POWER WINDOWS
SUNROOF(S)	AM/FM STEREO
CD AUDIO	AUXILIARY AUDIO INPUT
JBL SOUND SYSTEM	AIR CONDITIONING
REAR AIR CONDITIONING	REAR DEFROSTER
CRUISE CONTROL	ABS BRAKES
THIRD ROW SEAT	LEATHER SEATS
POWER SEAT(S)	MEMORY SEAT(S)
FRONT SEAT HEATERS	REAR SEAT HEATERS
QUAD SEATS	FOLD-AWAY THIRD ROW
AUTOMATIC TRANSMISSION	
POWER MIRRORS, 4WD/AWD, FULL ROOF RACK, RUNNING BOARDS, NAVIGATION SYSTEM, DVD VIDEO SYSTEM, ALLOY WHEELS, 20 INCH PLUS WHEELS, TOW HITCH, TRACTION CONTROL	

CONDITIONS ASSESSED

392590

Front Seats:	Good Condition	Rear Seats:	Good Condition
Carpet:	Good Condition	Transmission:	Good Condition
Engine:	Good Condition	4 x 4:	Good Condition
Front Tires:	Good Condition	Rear Tires:	Good Condition
Wheels:	Good Condition		

APPRAISAL OFFER

\$14,000

This offer is valid until the close of business on 1/03/18.

This offer is good for 7 days and will be honored at all CarMax stores.

After 7 days, your vehicle will need to be reappraised and the **offer may change.**

Comments

THANKS FOR HAVING YOUR VEHICLE APPRAISED

Your Appraiser

JEREMIAH R.

- CarMax Certified Appraiser

We've appraised more than 20 million vehicles. Your appraiser can provide a detailed explanation of how we determined your offer – just ask!

SELL US YOUR CAR **today!**

save time and money

AND WALK AWAY WITH PAYMENT IN HAND

When you sell to CarMax, you can avoid the hassles of selling your car yourself: • depreciation • additional car payments • costly advertising • the uncertainties of an unknown buyer (inspections, negotiations, and payment).

We'll buy your car even if you don't buy ours!®

bring these items

TO SELL US YOUR VEHICLE

Title (if it is not with a lienholder)

Valid registration

Valid state-issued photo ID for all titleholders

All keys and remotes (if applicable)

See other

Packet Pg. 230

Attachment: 2010 Toyota Sequoia - Appraisal Values (1473 : Authorization for the Disposal & Sale of Surplus City Vehicle)



2010 Toyota Sequoia Pricing Report



Style: Platinum Sport Utility 4D
Mileage: 165,000

Trade In To a Dealer

Trade-in Range
\$14,094 - \$17,245
Trade-in Value
\$15,670



Trade -In Values valid for your area through 01/18/2018
Very Good Condition

Vehicle Highlights

Fuel Economy:
City 13/Hwy 18/Comb 14 MPG

Max Seating: 7

Doors: 4

Engine: V8, Flex Fuel, 5.7 Liter

Drivetrain: 4WD

Transmission: Automatic, 6-Spd
w/Overdrive

EPA Class: Sport Utility Vehicles

Body Style: Sport Utility

Country of Origin: Japan

Country of Assembly: United States

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V8, Flex Fuel, 5.7 Liter

Transmission

Automatic, 6-Spd w/Overdrive

Drivetrain

4WD

Accessory Packages

Cold Weather Pkg

Braking and Traction

Adaptive Suspension

Traction Control

Stability Control

ABS (4-Wheel)

Comfort and Convenience

Anti-Theft System

Keyless Entry

Air Conditioning

Air Conditioning, Rear

Power Windows

Power Door Locks

Dynamic Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Multi Disc)

JBL Premium Sound

XM Satellite

Navigation System

DVD System

Bluetooth Wireless

Safety and Security

Parking Sensors

F&R Parking Sensors

Backup Camera

Dual Air Bags

F&R Side Air Bags

F&R Head Curtain Air Bags

Knee Air Bags



My Dashboard

SIGN OUT

Get Insider deals for your current car or your next one

SEE DEALS

my cars & appraisals

All vehicles have been appraised as of **today, Jan 17, 2018**

☐ I own this car

2010 Toyota Sequoia

Platinum

165,000 miles Clean Condition

Trade-In Price
\$14,859

Private Party Price
\$17,115

HIDE DETAILS

Appraisal Details

TRADE-IN	PRIVATE PARTY	DEALER RETAIL
National Base Price		
		\$17,910
Optional Equipment		
		\$0
Color Adjustment		
		(\$21)
Regional Adjustment: 92653		
		\$391
Mileage Adjustment: 165,000 miles		
		(\$3,421)
Condition Adjustment: Clean		
		\$0
Total		\$14,859

Trade-In: This is the amount you can expect to receive when you trade in your used car and purchase a new car. The trade-in price is usually credited as a down payment on the new car.

HIDE DETAILS ^



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018
TO: Chair and Agency Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for January 9, 2018, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the January 9, 2018, Regular Meeting.

ATTACHMENTS:

- PA Minutes 010918

Public Agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for December 12, 2017, Regular Meeting

Recommendation: That the City Council approve the Minutes for the December 12, 2017, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended January 9, 2018

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,153,089.86.

3.4 Second Reading and Adoption of Proposed Ordinance Amending Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code Relating to Enforcement and Establishment of Parking Penalties

Recommendation: That the City Council adopt Ordinance No. 2018-1, An Ordinance of the City of Laguna Hills, California, Amending Certain Sections of Chapter 11-04 (General Provisions and Administration) and Chapter 11-12 (Stopping, Standing and Parking) of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code relating to the Enforcement and Establishment of Parking Penalties.

3.5 First Amendment to Lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California

Recommendation: That the City Council approve the First Amendment to Lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California, and authorize the City Manager to execute the First Amendment to Lease.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:47 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Barbara D. Kogerman	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR DECEMBER 12, 2017, REGULAR MEETING**4.3.1 Approval of Minutes for December 12, 2017, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the December 12, 2017, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS**4.5.1 Conditional Use Permit No. 8-17-3947, a Request by Mehdi Motadi to Establish and Operate an Indoor Vehicle Towing and Indoor Vehicle Impound Services Business at 22912 El Pacifico Drive (APN 588-061-16) in the Mixed-Use Zoning District**

Agency Member Heft stated that after consulting with the City Attorney she will be recusing herself from participating in any decision regarding Agenda Item No. 4.5.1, which is a request to establish and operate an indoor vehicle towing and indoor vehicle impound business in the Mixed-

Use Zoning District. She stated that it has come to her attention that the applicant is a former client of her company; she works in the commercial and residential real estate industry. She further stated that although the applicant is not, and has never been, a source of income to her or to her real estate business, out of an abundance of caution and upon the advice of legal counsel she will be recusing herself from participating in any decision concerning this item and left the meeting at 7:49 p.m.

Assistant Planner Katie Crockett reviewed the information provided in the Staff Report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Mayor Carruth opened the Public Hearing.

Nena Motadi, applicant, spoke in favor of the recommendation. Mehdi Motadi, applicant, agreed to abide by all Conditions of Approval listed in the Resolution including any additional Conditions of Approval that may be added.

Chair Carruth closed the Public Hearing.

Chair Carruth requested additional information from City Attorney Simonian in regards to adding an additional Condition of Approval to the Resolution and Agency Members engaged in a brief discussion regarding this item.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for Conditional Use Permit No. 8-17-3947; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption); and (3) Adopt Resolution No. PA2018-01-09-1, A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 8-17-3947, a request by Mehdi Motadi to establish and operate an indoor vehicle towing and indoor vehicle impound services business at 22912 El Pacifico Drive (APN 588-061-16) in the Mixed Use (MXU) Zoning District, amended to add Condition of Approval No. 33 to read:

"This permit shall be brought back to the Planning Agency for review and re-evaluation within 12 months from the date of approval, and may be brought back to the Planning Agency for review and re-evaluation by the

Community Development Director periodically thereafter, if necessary. The applicant is advised that such review and re-evaluation may result in the modification to, or adoption of, additional Conditions of Approval determined to be necessary by the Planning Agency or the Community Development Director in order to address any negative secondary impacts or other nuisance-related complaints and/or conditions caused by the applicant's business operations."

RESULT:	APPROVED [3 TO 1]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Barbara D. Kogerman, Agency Member
AYES:	Dore J. Gilbert, M.D., Vice Chair; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
NAYS:	Melody Carruth, Chair
RECUSED:	Janine Heft, Agency Member

Agency Member Heft returned to the meeting at 8:06 p.m.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 8:06 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager gave no Administrative Reports.

6.2 City Attorney

6.2.1 Appointment of City Manager and Approval of a Proposed City Manager Employment Agreement

City Attorney Simonian stated that the City Council previously directed the commencement of an internal recruitment process to assist in the filling of the City Manager position, which will become vacant on February 2, 2018, by the announced retirement of City Manager Bruce E. Channing. The selection process has been completed, which resulted in the City Council



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 23, 2018

TO: Mayor and Council Members

FROM: Donald J. White
Assistant City Manager

ISSUE: Proposed Ordinance Amending and Restating Chapter 3-28 (Approval of Change Orders or Increases in Fixed Price Contracts) of the Laguna Hills Municipal Code Relating to Public Works Contracts

RECOMMENDATION: That the City Council introduce for first reading, read by title only, and waive further reading, an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Amending and Restating Chapter 3-28 (Approval of Change Orders or Increases in Fixed Price Contracts) of Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code Relating to Public Works Contracts."

SUMMARY:

Staff is submitting for the City Council's review and introduction for first reading the attached proposed Ordinance amending and restating in its entirety Chapter 3-28 of the Laguna Hills Municipal Code (LHMC), which currently contains provisions for the approval of change orders or increases in fixed price contracts. In February of 2011, City Council adopted an Ordinance amending and restating LHMC Chapter 3-08, which was a complete overhaul of the City's purchasing policies and procedures. This 2011 overhaul added Section 3-08.120, which contains the provisions for contract amendments and change orders. The addition of Section 3-08.120 created a conflict with Chapter 3-28, as they both contain provisions for contract changes. Furthermore, LHMC Chapter 3-08 does not apply to public works construction contracts. The proposed Ordinance is intended to be a follow-up measure to the 2011 Purchasing Ordinance update by amending Chapter 3-28 to apply only to public works construction contracts. Additionally, the proposed Ordinance increases the City Manager's authority to approve modifications to those contracts.

Introduction of Ordinance Amending LHMC Chapter 3-28

January 23, 2018

Page 2

BACKGROUND:

In February of 2011, the City Council approved a complete overhaul of the City's purchasing policies and procedures by adopting an Ordinance amending and restating LHMC Chapter 3-08. This overhaul included the addition of Section 3-08.120 containing updated provisions for contract amendments and change orders. Also, pursuant to LHMC Section 3-08.020, the procurement regulations, policies, and procedures set forth in Chapter 3-08 apply only to the purchase of goods and supplies, equipment, materials, and professional and nonprofessional services, and **do not apply to public works construction projects**, as these are governed by California Public Contract Code Sections 20160 – 20174.

The addition of Section 3-08.020 produced a conflict with LHMC Chapter 3-28. In its current form, LHMC Chapter 3-28 also contains provisions for the approval of change orders or increases in fixed price contracts. The proposed Ordinance is intended to be a cleanup measure to the 2011 Purchasing Ordinance update by amending Chapter 3-28 to apply exclusively to public works construction contracts.

Additionally, the proposed Ordinance would increase the City Manager's authority to approve modifications to those contracts. On contracts with an original value of one million dollars (\$1,000,000) or less, LHMC Section 3-28.010 Subsection A limits the City Manager's authority to seventy five thousand dollars (\$75,000) or twenty-five percent (25%) of the original contract price, whichever is less. The proposed Ordinance would increase the City Manager's authority from seventy five thousand (\$75,000) to one hundred thousand (\$100,000), but would still maintain the limit of twenty-five percent (25%) of the original contract. Attached to this report is the proposed Ordinance and a copy of LHMC Chapter 3-28 showing all proposed track changes.

ATTACHMENTS:

- Proposed Ordinance
- Proposed LHMC Chapter 3-28 with TRACK CHANGES

ORDINANCE NO. 2018-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 3-28 (APPROVAL OF CHANGE ORDERS OR INCREASES IN FIXED PRICE CONTRACTS) OF TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO PUBLIC WORKS CONTRACTS

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

SECTION 1. Chapter 3-28 (Approval of Change Orders or Increases in Fixed Price Contracts) of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 3-28

**APPROVAL OF CHANGE ORDERS OR INCREASES IN PUBLIC WORKS
CONSTRUCTION CONTRACTS**

Sections:

3-28.010 City Manager authority.

3-28.010 City Manager authority.

A. After the effective date of any contract executed on behalf of the city for the work on a public works construction project, the City Manager shall have the authority to approve in writing any modification involving an addition to, deletion from, or revision in any item in such contract, including, without limitation, to plans, specifications and extra work, and change orders relating to the nature or quantity of services, materials, equipment and supplies or work, subject to the following limitations:

1. The dollar amount of all such modifications or change orders relating to any one contract having an original contract price of one million dollars (\$1,000,000.00) or less shall not exceed one hundred thousand dollars (\$100,000.00) or twenty-five (25) percent of the original contract price, whichever is less.
2. The dollar amount of all such modifications or change orders relating to any one contract having an original contract price of more than one million dollars (\$1,000,000.00) shall not exceed two hundred thousand dollars (\$200,000.00).

B. In connection with any specific contract where the circumstances so warrant, the City Council may, by resolution, authorize the City Manager to exceed the specific dollar amounts or percentage limitations set forth above in subsection A of this section.

C. If a proposed contract modification, change order or request for extra work exceeds authority given to the City Manager by subsection A of this section or by City Council resolution, and any extended delay in obtaining City Council approval is reasonably determined to subject the city to liability for damages incurred by a contractor, or to jeopardize the public health, welfare, or safety, or to otherwise result in potential detriment to the city, then the City Manager shall have authority to exceed the dollar amounts or percentage limitations specified in this chapter.

D. All contract modifications shall be subject to approval as to form by the City Attorney.

E. All contract modifications will be presented to the City Council with the specific contract modification and a cumulative listing of contract modifications as part of progress payments to the contractor. A tally of all contract modifications issued for a project will be presented to the City Council with the final payment recommendation.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ____th day of February 2018.

MELODY CARRUTH, MAYOR

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 Ordinance No. 2018-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 23rd day of January 2017, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the ____th day of February 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Ordinance (1452 : Introduction of Ordinance Amending LHM Chapter 3-28)

Ordinance No. 2018-X

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

AFFIDAVIT OF POSTING
 AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
 CALIFORNIA, AMENDING AND RESTATING CHAPTER 3-
 28 (APPROVAL OF CHANGE ORDERS OR INCREASES
 IN FIXED PRICE CONTRACTS) OF TITLE 3 (REVENUE
 AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL
 CODE RELATING TO PUBLIC WORKS CONTRACTS

on the 2nd day of February 2018, was published in summary in the Saddleback Valley News, and on the 23rd day of February 2018, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 26th day of January 2018, and the 16th day of February 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
 Laguna Hills Community Center
 La Paz Center

 MELISSA AU-YEUNG, CITY CLERK
 Laguna Hills, California

Attachment: Proposed Ordinance (1452 : Introduction of Ordinance Amending LPMC Chapter 3-28)

Chapter 3-28

APPROVAL OF CHANGE ORDERS OR INCREASES IN ~~FIXED PRICE~~ PUBLIC WORKS CONSTRUCTION CONTRACTS

Sections:

3-28.010 City Manager authority.

3-28.010 City Manager authority.

A. After the effective date of any contract executed on behalf of the city for the ~~purchase of materials, supplies and equipment, the retention of professional or other services, or~~ work on a public works construction project, the City Manager shall have the authority to approve in writing any modification involving an addition to, deletion from, or revision in any item in such contract, including, without limitation, to plans, specifications and extra work, and change orders relating to the nature or quantity of services, materials, equipment and supplies or work, subject to the following limitations:

1. The dollar amount of all such modifications or change orders relating to any one contract having an original contract price of one million dollars (\$1,000,000.00) or less shall not exceed ~~seventy-five one hundred~~ thousand dollars (~~\$75100~~,000.00) or twenty-five (25) percent of the original contract price, whichever is less.
2. The dollar amount of all such modifications or change orders relating to any one contract having an original contract price of more than one million dollars (\$1,000,000.00) shall not exceed two hundred thousand dollars (\$200,000.00).

B. In connection with any specific contract where the circumstances so warrant, the City Council may, by resolution, authorize the City Manager to exceed the specific dollar amounts or percentage limitations set forth above in subsection A of this section.

C. If a proposed contract modification, change order or request for extra work exceeds authority given to the City Manager by subsection A of this section or by City Council resolution, and any extended delay in obtaining City Council approval is reasonably determined to subject the city to liability for damages incurred by a contractor, or to jeopardize the public health, welfare, or safety, or to otherwise result in potential detriment to the city, then the City Manager shall have authority to exceed the dollar amounts or percentage limitations specified in this chapter.

D. All contract modifications shall be subject to approval as to form by the City Attorney.

~~D.E.~~ All contract modifications will be presented to the City Council with the specific contract modification and a cumulative listing of contract modifications as part of progress payments to the contractor. A tally of all contract modifications issued for a project will be presented to the City Council with the final payment recommendation.

(Ord. 02-7 § 2 (part))