



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
JANUARY 12, 2016
Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Barbara Kogerman, Mayor

**Don Sedgwick, Mayor Pro Tempore
Andrew Blount, Council Member**

**Melody Carruth, Council Member
Dore J. Gilbert, M.D., Council Member**

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BLOUNT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON**

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

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

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

1.3 OC ANIMAL CARE SERVICES PRESENTATION AND UPDATE ON PROGRESS RELATED TO PERFORMANCE AUDIT AND GRAND JURY REPORT RECOMMENDATIONS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM REPRESENTATIVES FROM OC ANIMAL CARE SERVICES.

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 DECEMBER 8, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE DECEMBER 8, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 12, 2016

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,525,046.00.

3.4 PROGRESS PAYMENT NO. 1 FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$69,839.25, TO HORIZONS CONSTRUCTION COMPANY FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514.

3.5 PROGRESS PAYMENT NO. 1, FINAL, FOR BRIDGE DECK SEALING AND JOINT REPAIR, LAGUNA HILLS DRIVE/ALISO CREEK AND MILL CREEK DRIVE/CANADA CHANNEL, CIP NO. 189

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, FINAL, IN THE NET AMOUNT OF \$43,263.64, TO WESTERN STRUCTURES FOR BRIDGE DECK SEALING AND JOINT REPAIR, LAGUNA HILLS DRIVE/ALISO CREEK AND MILL CREEK DRIVE/CANADA CHANNEL, CIP NO. 189, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

3.6 CONTRACT WITH AGE WELL SENIOR SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2015/2016

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACT BETWEEN AGE WELL SENIOR SERVICES AND THE CITY OF LAGUNA HILLS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2015/2016 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

3.7 PROGRESS PAYMENT NO. 5 FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 5, IN THE NET AMOUNT OF \$140,139.11, TO LEHMAN CONSTRUCTION FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240.

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 DECEMBER 8, 2015

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE DECEMBER 8, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

- 4.5.1. CONDITIONAL USE PERMIT (CUP) NO. 1-15-3098, A REQUEST BY VERIZON WIRELESS TO ESTABLISH AND OPERATE A NEW WIRELESS COMMUNICATIONS FACILITY STEALTHED AS A EUCALYPTUS TREE AT 23300 SANTA VITTORIA DRIVE (APN 588-042-15) IN THE OS-1 ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 1-15-3098; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 1-15-3098, A REQUEST BY VERIZON WIRELESS TO ESTABLISH AND OPERATE A NEW WIRELESS COMMUNICATIONS FACILITY STEALTHED AS A EUCALYPTUS TREE AT 23300 SANTA VITTORIA DRIVE (APN 588-042-15) IN THE OS-1 ZONE."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Assistant City Manager

6.2.1. ANIMAL CARE SERVICES UPDATE - EVALUATION OF
INITIAL RESPONSE FROM THE CITY OF MISSION VIEJORECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THIS
REPORT.**7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS
AND MAYOR****8. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council will be January 26, 2016, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by January 8, 2016, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

January 8, 2016

DATE

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

**ISSUE: OC ANIMAL CARE SERVICES PRESENTATION AND UPDATE ON
PROGRESS RELATED TO PERFORMANCE AUDIT AND GRAND JURY
REPORT RECOMMENDATIONS**

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION
FROM REPRESENTATIVES FROM OC ANIMAL CARE SERVICES.**

SUMMARY:

Over the past year, there have been three separate external reports issued on various aspects of OC Animal Care:

- Performance Audit of Orange County Animal Care (March 24, 2015).
- 2014-15 Grand Jury Report: "The Orange County Animal Shelter: The Facility, The Function, The Future" (May 21, 2015).
- 2014-15 Grand Jury Report: "If Animals Could Talk About the Orange County Animal Shelter" (June 17, 2015).

These reports contain a series of findings and recommendations and, collectively, provide a roadmap for improving the care of animals. Attached to this report is a Draft Status Report on Findings and Recommendations. It is the intention of the County to have a final report completed by the end of the month. They have provided the attached Draft to accommodate the City's schedule. Representatives from OC Animal Care are here tonight to make a presentation regarding both the new shelter (see attached schedule) and answer any questions related to the status report.

ATTACHMENTS:

- Draft Status Report on Findings and Recommendations
- New Shelter Project Schedule

OC Animal Care Status Report on Findings and Recommendations

If Animals Could Talk			
Finding	Grand Jury	Draft Responses	OCAC Status
F.1 Morale Issue	Serious morale issues among Animal Shelter staff, many of which can be attributed to poor management practices and lack of effective leadership.	Disagrees partially	ONGOING Morale issue pre-dates OCCR. Work is very challenging, emotional and subject to intense scrutiny. OCAC new management team in place for less than 2 years: - Jennifer Hawkins, Director - Katie Ingram, Assistant Director - Sean Fulton, Chief of Field Services Morale improving as new staff hired and impounds/euthanasia rates decrease. Threats, cyber bullying and external attacks on OCAC impact employee morale. Ongoing efforts to address morale will continue.
F. 2 TNR program	TNR program results in delay in spaying and neutering of adoptable animals	Disagrees wholly	NO ACTION REQUIRED OCAC current veterinarian staffing pattern is meeting needs. No delays in treatment of adoptable animals.
F.3 Feral cat disease risk	Feral cats roam freely at animal shelter and possibly contribute to animal and human exposure to zoonotic disease.	Disagrees partially	NO ACTION REQUIRED OCAC maintains 3 free roaming cats on site. The cats have been spayed, neutered, vaccinated and receive routine flea treatments. Flea treatment and vaccination reduce risk of disease.
F.4 ACO euthanasia kits	Animal Control Officers do not have effective equipment or appropriate procedural options to deal with unique emergencies in the field to tranquilize and euthanize animals in the field.	Disagrees partially	PENDING STATE ACTION Animal Control Officers (ACO) receive 6 months of intensive training and have procedures, and options available for euthanizing animals in the field. At this time ACOs are legally prohibited from transporting controlled substances. OC Animal care will promptly implement training to deploy euthanasia kits when the CA Veterinary Medical Board approves the training.
F. 5 Vacancies impact operations	OC Animal Care is currently operating with a shortage of personnel, including Animal Control Officers (ACOs), thereby making it much more difficult for them to respond to calls in a timely manner throughout such a large county, especially since there is only one shelter to serve all of Orange County	Disagrees partially	IMPLEMENTED OCAC 20% vacancy rate impacts ability to respond to calls for service. - OCAC training 12 new Assistant Animal Control Officers - Classification study and salary adjustments were initiated to address retention 9 recruitments underway
F. 6 Feral Free Program	There is little evidence that the Feral Free Program has been successful in reducing the feral cat population with could be a contributing factor to the spread of zoonotic disease.	Disagrees partially	NO ACTION NEEDED Feral cat impounds continue to decrease since program started in 2013. State public health website does not show increase in zoonotic diseases in Orange County. Typhus in OC reported on state website. 2013 34 cases 2014 18 cases 2015 9 cases
F. 7 Kennel cleaning	Kennels hosed with dogs inside Increase risk of disease	Disagrees partially	IMPLEMENTED OC Animal Care modified cleaning procedures and repaired kennel doors to segregate animals during cleaning.
F. 8 Running water	Water hoses seen running resulting in wasted water	Agree	IMPLEMENTED OCAC has changed practices to conserve water and reduce water pressure. Nozzles not used due increased disease from aerosolized bacteria.
F. 9. Ventilation cat trailers	Limited airflow and no air conditioning in the cat trailers. The conditions in these trailers increase the vulnerability to disease.	Partially agrees	IMPLEMENTED Cat isolation room completely refurbished.

OC Animal Care Status Report on Findings and Recommendations

If Animals Could Talk			
Finding	Grand Jury	Draft Responses	OCAC Status
F. 10 Rodent infestation	There is a rodent problem creating additional risk of humans and animals contracting zoonotic diseases.	Agrees	ONGOING EFFORTS Rodent control service is under contract.
The Orange County Animal Shelter: The Facility, The Function, The Future			
Finding	Grand Jury	Draft Responses	County Documentation
F.1 Leadership and priorities	The County's lack of leadership, lack of commitment to animal care, and the prioritization of other functions ahead of Orange County Animal Care are the primary reasons for failure to address the need of new Animal Shelter facilities.	Disagrees wholly	NO ACTION NEEDED 12/14/15 Land agreement for Tustin property completed 2015 draft Business Plan for Animal Shelter shared with cities
F. 2 Chance for cities to contribute to capital costs	The 18 cities that contract with Orange County Animal Care for shelter services have not had an opportunity to contribute to capital costs for a new Animal Shelter facility, or facilities, because they have not been shown any conceptual plans or drawings of planned projects with cost estimates.	Disagrees partially	IN PROCESS - Land acquisition COI approved 12/14/15. - Draft participation agreements shared with cities 12/15.
F.3	The County has not developed any viable conceptual plan for a new animal shelter facility at the Marine Corps Air Station-Tustin, or at any other location, for presentation to the 18 contracting cities despite the cities' need to see plans before committing to support the project	Disagrees partially	IN PROCESS - Concept designs completed - Design/Build RFP open - Contract award by Board of Supervisors anticipated for 4/5/16.
F.4	Multiple county animal shelters are the standard throughout California counties of similar geographic size and population. In the event of a shutdown at the Orange County Animal Shelter because of quarantine, earthquake, or other disaster, animal-care services in the unincorporated areas of Orange County and the contract cities would cease.	Disagrees partially	IN PROCESS - OC Animal Care actively pursuing regional adoption centers that would be able to assist OC Animal Care if the shelter is damaged in a disaster. - RFI to be issued in 2016 with start dates of 7/1/16 anticipated. 10 animal shelters operate in Orange County. The County operates only one shelter.

OC Animal Care Status Report on Findings and Recommendations

Recommendation	Reference	OCAC Response	Status
1. OC Animal Care management should develop long-term financing agreements, separate from its existing operating agreements, with Contract Cities for the construction of any new animal shelter.		Concur	IN PROGRESS Dec 2015 -Draft long-term participation agreements with the contract cities have been prepared and were distributed to the Financial Operations Advisory Board in December 2015.
2. OC Animal Care management should periodically review kennel staffing levels and schedules to ensure that it meets industry standards.		Concur	IN PROGRESS Aug 2015 -Recruitments are done, waiting for 2 extra help and 1 full time KAI, 2 KAI (assigned to vet services) and 1 temp promo Vet Assistant. Dec 2015 -Currently have five Extra-Help positions filled, one pending (one declined), two KAI's promoted, one vet assist temp promo. Plans to open recruitment for fulltime KAI.
3. OC Animal Care management should develop policies and procedures to allow for scheduled owner surrenders to better manage shelter capacity.		Concur	IN PROGRESS Dec 2015 -Intervention program has begun. Will meet and discuss the possibility of setting appointments for release based on the available staff of all departments.
4. OC Animal Care management should track and report statistics related to capacity constraints and the spread of disease within the shelter on a routine basis.		Concur	IN PROGRESS OCAC using consultant services to address capacity and staffing to address disease control.
5. OC Animal Care management should develop a short-term plan in collaboration with Contract Cities to complete critical maintenance projects, including repairs/replacement of the dog kennel doors and retrofit/replacement of the existing cat housing.		Concur	IMPLEMENTED
6. OC Animal Care management should establish daily visiting hours for a single, continuous period of time, and post those hours at the entrance to the Shelter and on its website.		Concur	IMPLEMENTED
7. OC Animal Care management should expand the authority of the Chief of Veterinary Services to include oversight of all medical aspects of OCAC operations by combining the position with either the Director of OC Animal Care position.		Concur	IMPLEMENTED
8. OC Animal Care management should		Partially	NOT IMPLEMENTED

OC Animal Care Status Report on Findings and Recommendations

Recommendation	Reference	OCAC Response	Status
establish a policy to allow the public to begin the process of adopting an animal prior to that animal being spayed or neutered.		Concur	OCAC uses best practice to complete surgery prior to adoption to avoid complications of performing surgery on owned animal.
9. OC Animal Care management should establish a policy that prioritizes which animals get spayed/neutered and makes adopted animals a high priority		Concur	PARTIALLY IMPLEMENTED Target completion date for policy is March 2016.
10. OC Animal Care management should establish response time goals for all call priorities.		Partially Concur	IN DEVELOPMENT Target date March 2016
11. OC Animal Care management should direct the Canvassing Unit to handle licensing checks on behalf of the Field Services group, when appropriate.		Concur	IN DEVELOPMENT Target date February 2016
12. OC Animal Care management should formalize the use of seasonal staff or other staff resources to handle the increased volume of new dead animal pick up requests during specific high-volume months of the year.		Partially Concur	IN DEVELOPMENT Target date March 2016
13. OC Animal Care management should evaluate whether any other field activities could be completed by other staff or by other means (e.g., over the phone) and, if appropriate, modify the relevant policies and procedures.		Concur	COMPLETE Dec 2015 -A protocol for the proposal has been created and implemented, resulting in a significant reduction in pending service calls. This recommendation has been satisfied.
14. OC Animal Care management should develop approaches to enhance the cost effectiveness of the canvassing program by utilizing Chameleon.		Concur	IN PROGRESS Target date January 2016
15. OC Animal Care management should make the following modifications to the Canvassing Unit: (1) Move the Canvassing Unit from Administrative Services to Field Services, (2) Direct canvassing staff to handle all license checks, when appropriate, and (3) Schedule canvassers seven days a week.		Partially Concur	PARTIALLY IMPLEMENTED Monday through Saturday schedule implemented. Evaluating safety concerns.
16. OC Animal Care management should investigate the impact of issuing multi-year licenses for up to three years and, if appropriate, work with County Counsel to develop revised language to Orange County Ordinance Section 4-1-70 and present those revisions to the Board of Supervisors for its consideration.		Partially Concur	NOT IMPLEMENTED Not feasible from an operational perspective.
17. OC Animal Care management should work with County Counsel to develop		Partially Concur	NOT IMPLEMENTED Pending further evaluation of best business practices for

OC Animal Care Status Report on Findings and Recommendations

Recommendation	Reference	OCAC Response	Status
revisions to Orange County Ordinance Section 4-1-85 to require that all domestic cats within the County of Orange be licensed and present those revisions to the Board of Supervisors for its consideration.			shelter operations.
18. OC Animal Care management should work with the Treasurer-Tax Collector to evaluate the effectiveness of its various collection activities and, if appropriate, implement new ones to reduce costs.		Concur	IN PROGRESS
19. OC Animal Care management should develop a formal policy for how it utilizes the Treasurer-Tax Collector in its collections effort.		Concur	IN PROGRESS
20. OC Animal Care management should track the corresponding jurisdiction of all accrued but uncollected revenue, periodically (e.g., quarterly) provide that information to the Contract Cities, and, if appropriate, adjust billings accordingly.		Concur	IN PROGRESS For FY 2015-16, a total of \$450K of uncollected revenue will be written off, and future budgets will include sufficient appropriations so that all uncollected receivables can be written off over approximately 5 years. The amounts written off will be allocated to the Contract Cities and the County on a quarterly basis.
21. OC Animal Care management should work with the Auditor-Controller to develop a plan to move from an accrual accounting basis to a cash accounting basis.		Concur	COMPLETE Dec 2015 -After consulting with the contract cities, and with the concurrence of the CEO, the target implementation date was set at January 1, 2016. On that date, fee revenue will only be recognized when collected.
22. OC Animal Care management should formally request that the Auditor-Controller establish a dedicated donation fund for OCAC.		Concur	IN PROGRESS Target May 2016
23. OC Animal Care management should continue to work with OCCR and CEO/Real Estate to establish a marketing plan that would allow OC Animal Care to pursue private sponsorships.		Concur	IMPLEMENTED Dec 2015 -A marketing plan for OCCR/Animal Care has been approved by the Board of Supervisors. We look forward to developing partnerships with sponsors
24. OC Animal Care management should modify the volunteer onboarding process to (1) require all potential volunteers to complete the volunteer application, including a consent to the requisite background check, as part of the initial RSVP process; (2) allow prospective volunteers to RSVP at any time; and (3) include those potential volunteers in the earliest possible orientation session.		Concur	IMPLEMENTED

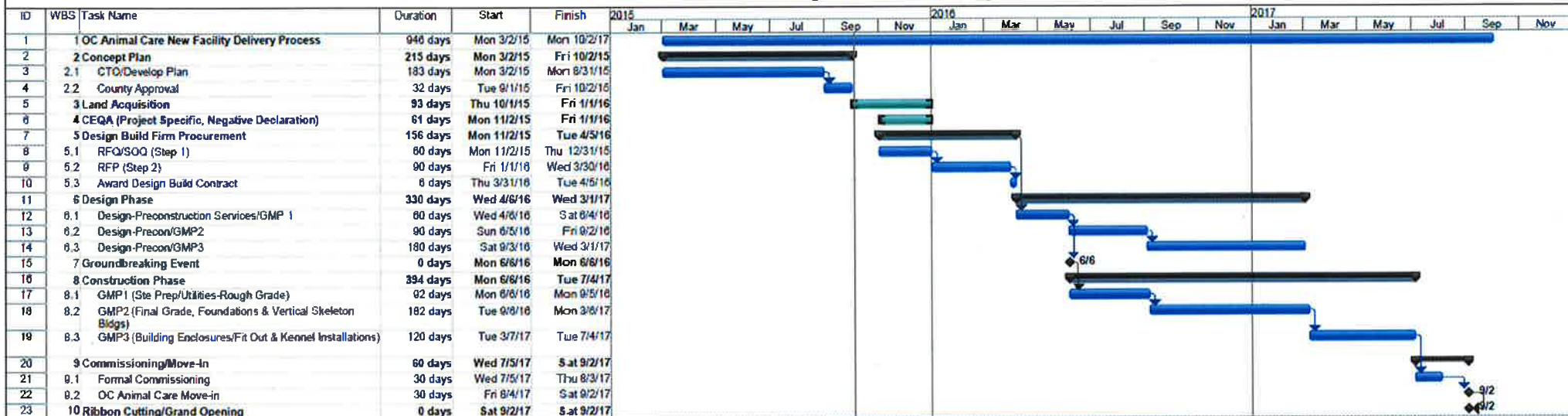
OC Animal Care Status Report on Findings and Recommendations

Recommendation	Reference	OCAC Response	Status
25. OC Animal Care management should expand the list of volunteer activities to include additional duties at the Animal Shelter, such as assisting with public visits and shelter beautification projects.		Concur	COMPLETE
26. OC Animal Care management should ensure that all training sessions required by law or OCAC policy are completed by staff.		Concur	IMPLEMENTED Training is on-going and policies are being reviewed by Counsel.
27. OC Animal Care management should develop formal training opportunities for staff on relevant topics including both technical skills and soft skills.		Concur	IMPLEMENTED December 2015 Trainers completed National Animal Control Association Humane Officer Academy and incorporating material into OCAC training program. August 2015 Completed Conflict Resolution training for all OCAC staff
28. OC Animal Care management should identify dedicated data analytics resources/personnel within OC Animal Care to coordinate all operational aspects of the OC Animal Care's enterprise software systems (i.e., Chameleon and Crystal Reports).		Concur	NOT IMPLEMENTED OCAC priority is to fill vacant field and shelter positions before creating a new position for data analytics. This remains on action plan.
29. OC Animal Care management should establish regular training sessions on its enterprise software systems for all relevant employees, including all management and administrative staff.		Concur	NOT IMPLEMENTED Pending filling of key staff positions.
30. OC Animal Care management should conduct a review of existing system controls and take appropriate measures to ensure data integrity (e.g., enhance logic/limits of certain fields to ensure proper data entry).		Concur	DEFERRED Chameleon upgrade scheduled for 2016.
31. OC Animal Care management should hold all-hands staff meetings at least every quarter.		Concur	IMPLEMENTED
32. OC Animal Care management should provide an anonymous survey to staff annually in order to monitor staff morale and identify opportunities for improvement and report and track the results		Concur	IN DEVELOPMENT Survey planned for January 2016
33. OC Animal Care management should periodically evaluate performance targets, and track and report Key Performance Indicators relevant to OCAC's mission and primary operating objectives		Concur	COMPLETE
34. OC Animal Care management should		Concur	COMPLETE

OC Animal Care Status Report on Findings and Recommendations

Recommendation	Reference	OCAC Response	Status
establish quality assurance procedures to ensure that information reported on OCAC's website is accurate and consistent.			Website will be reviewed on on-going basis.

OC Animal Care-Design Build Two Step



**GROUNDBREAKING:
JUNE 6, 2016**

**GRAND OPENING:
SEPTEMBER 2, 2017**

1/12/2016 ITEM NO. 1.3

Project: OC Animal Care New Facility
Date: Mon 10/5/15
CCOR:Hilshiem

Task		Project Summary
Split		External Tasks
Milestone		External Milestone
Summary		Inactive Task

	Inactive Milestone
	Inactive Summary
	Manual Task
	Duration-only

	Manual Summary Rollup		Progress
	Manual Summary		Deadline
	Start-only		Finish-only

OCTOBER 6, 2015

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
DECEMBER 08, 2015**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

ROLL CALL

Present: Mayor Gilbert, Council Member Blount, Council Member Carruth, Council Member Sedgwick

Absent: Mayor Pro Tempore Kogerman

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9

Name of Case: Petition and Amended Petition of City of Laguna Hills for Review of Action by the California Regional Water Quality Control Board, San Diego Region, in Adopting Order No. R9-2013-0001, NPDES Permit No. CAS0109266, and Order No. R9-2015-0001 Amending Order No. R9-2013-001; Petition ID No. A-2254(d).

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1 potential case).

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Annual Performance Evaluation

PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no Public Comments.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

Mayor Pro Tempore Kogerman joined the Closed Session at 6:05 p.m.

RECONVENE TO CITY COUNCIL CHAMBER**RECESS****GENERAL BUSINESS - RECONVENING AT 7:00 PM****CALL TO ORDER**

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California to order at 7:04 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

Mayor Gilbert took the Closed Session Report and Musical Presentation out of order on the agenda.

CLOSED SESSION REPORT**A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9

Name of Case: Petition and Amended Petition of City of Laguna Hills for Review of Action by the California Regional Water Quality Control Board, San Diego Region, in Adopting Order No. R9-2013-0001, NPDES Permit No. CAS0109266, and Order No. R9-2015-0001 Amending Order No. R9-2013-001; Petition ID No. A-2254(d).

City Attorney Simonian stated there was no reportable action taken on Item A, Conference with Legal Counsel – Existing Litigation, as a result of tonight's Closed Session meeting.

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1 potential case).

City Attorney Simonian stated that the following actions were taken on Item B, Conference with Legal Counsel – Anticipated Litigation, during tonight's Closed Session meeting:

MOTION TO APPROVE THE FOLLOWING: (1) AUTHORITY GIVEN TO THE CITY MANAGER AND THE CITY ATTORNEY TO PREPARE AND FILE A PETITION FOR REVIEW OF THE SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2015-0100, WHICH AMENDED THE REGIONAL MS4 PERMIT TO INCLUDE AN ALTERNATIVE PATHWAY FOR COMPLIANCE WITH WATER QUALITY STANDARDS THROUGH THE DEVELOPMENT OF WATER QUALITY IMPROVEMENT PLANS BUT FAILED TO PROVIDE FOR INTERIM COMPLIANCE DURING DEVELOPMENT OF SUCH PLANS; AND (2) AUTHORITY GIVEN TO FILE

**AN APPEAL IN CONNECTION WITH THE MS4 PERMIT, BY M/COUNCIL MEMBER BLOUNT, S/MAYOR PRO TEMPORE KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Annual Performance Evaluation

City Attorney Simonian stated that no reportable action was taken on Item C, Public Employee Performance Evaluation, as a result of tonight's Closed Session meeting.

MUSICAL PRESENTATION

THE CITY COUNCIL RECEIVED A MUSICAL PRESENTATION FROM JEFFERSON DENIM, EXECUTIVE DIRECTOR OF MUSIC AND CREATIVE ARTS AT MOUNT OF OLIVES CHURCH.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

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

CITY COUNCIL REORGANIZATION

REMARKS OF OUTGOING MAYOR

ELECTION OF MAYOR

**THE CITY COUNCIL NOMINATED AND ELECTED BARBARA KOGERMAN AS MAYOR, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER SEDGWICK.
APPROVED BY A VOTE OF 5-0.**

RECOGNITION OF OUTGOING MAYOR

RESOLUTION OF COMMENDATION, DORE J. GILBERT, M.D., MAYOR

**THE CITY COUNCIL ADOPTED RESOLUTION NO 2015-12-08-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, COMMENDING DORE J. GILBERT, M.D., AS MAYOR, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT.
APPROVED BY A VOTE OF 5-0.**

THE CITY COUNCIL PRESENTED A RESOLUTION AND PLAQUE TO DORE J. GILBERT, M.D., RECOGNIZING HIS SERVICE TO THE CITY AS MAYOR.

**REMARKS OF COUNCIL MEMBERS REGARDING MAYOR GILBERT'S
SERVICE TO THE CITY**

REMARKS OF NEWLY ELECTED MAYOR

ELECTION OF MAYOR PRO TEMPORE

**THE CITY COUNCIL NOMINATED AND ELECTED DON SEDGWICK AS
MAYOR PRO TEMPORE, BY M/COUNCIL MEMBER CARRUTH,
S/COUNCIL MEMBER GILBERT.
APPROVED BY A VOTE OF 5-0.**

RECESS AND RECONVENE

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS
HIGH SCHOOL STUDENT LIAISON TESSIE MIRAKI.

**1.2 PRESENTATION PROVIDED BY STATE SENATOR PATRICIA BATES
REGARDING AN UPDATE ON THE STATE LEGISLATURE**

THE CITY COUNCIL RECEIVED AN UPDATE FROM STATE SENATOR
PATRICIA BATES REGARDING THE STATE LEGISLATURE.

2. PUBLIC COMMENTS

SOUTH ORANGE COUNTY ECONOMIC REPORT

Wayne Brown, Director of Government Relations for the South Orange County Economic Coalition (SOCEC), announced the Second Annual South Orange County Economic Report luncheon to be held on Friday, February 5, 2016. This event offers attendees a detailed data and market analysis of the south Orange County economy and looks into the indicators that contribute to the region's current and future growth.

EQUESTRIAN TRAIL CROSSINGS

Cheree Behringer and Jim Anderson, residents of Laguna Hills, thanked the City Council for the additional equestrian/pedestrian trail crossing safety enhancements installed throughout the Nellie Gail Ranch community.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER
SEDGWICK REMOVING ITEM NO. 3.8, AND COUNCIL MEMBER BLOUNT
REMOVING ITEM NO. 3.3, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO
TEMPORE SEDGWICK.
APPROVED BY A VOTE OF 5-0.**

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

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

3.2 APPROVAL OF MINUTES FOR NOVEMBER 24, 2015, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE NOVEMBER 24, 2015, REGULAR MEETING.

3.4 PROGRESS PAYMENT NO. 4, FINAL, FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 4, FINAL, IN THE NET AMOUNT OF \$1,140.00, TO HONDO COMPANY, INC., FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B, AND AUTHORIZED THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS IF NO LIENS HAVE BEEN FILED.

3.5 MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2015

THE CITY COUNCIL: (1) APPROVED THE MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2015, FOR SUBMITTAL TO OCTA; AND (2) ADOPTED RESOLUTION NO. 2015-12-08-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LAGUNA HILLS FOR THE FISCAL YEAR ENDING JUNE 30, 2015.

3.6 2016 CITY COUNCIL MEETING SCHEDULE

THE CITY COUNCIL ADOPTED THE PROPOSED CALENDAR FOR 2016.

3.7 AFFIRMATION OF APPOINTMENTS LIST FOR ALL CITY BOARDS, COMMISSIONS, AND COMMITTEES

THE CITY COUNCIL AFFIRMED THE LOCAL APPOINTMENTS LIST AND DIRECTED THAT IT BE POSTED IN THE LAGUNA HILLS BRANCH TECHNOLOGY LIBRARY, IN ACCORDANCE WITH THE MADDY ACT.

3.9 PROFESSIONAL SERVICES AGREEMENT WITH WOLFE ENGINEERING & DESIGN, INC., FOR THE ARTERIAL HIGHWAY PAVEMENT MANAGEMENT PROGRAM PROJECT, CIP NO. 175

THE CITY COUNCIL APPROVED THE PROFESSIONAL SERVICES AGREEMENT WITH WOLFE ENGINEERING & DESIGN, INC., FOR THE ARTERIAL HIGHWAY PAVEMENT MANAGEMENT PROGRAM PROJECT, CIP NO. 175, AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENT.

3.10 ANNUAL REVIEW OF INVESTMENT POLICIES AND DELEGATION OF INVESTMENT AUTHORITY TO THE CITY TREASURER

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2015-12-08-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER AND APPROVING A POLICY FOR THE INVESTMENT OF SURPLUS CITY FUNDS AND RESCINDING RESOLUTION NO. 2014-12-09-2.

3.11 RECORDS RETENTION MANAGEMENT

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2015-12-08-4, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO NO LONGER RETAIN CERTAIN CITY RECORDS AND DOCUMENTS WITH A DISPOSAL DATE OF DECEMBER 9, 2015, PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

3.12 GOVERNMENT CODE SECTION 66006 - DEVELOPMENT IMPACT FEES ANNUAL REPORT

THE CITY COUNCIL APPROVED THE DEVELOPMENT IMPACT FEES ANNUAL REPORT PURSUANT TO GOVERNMENT CODE SECTION 66006.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.8 PRESENTATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED JUNE 30, 2015

Mayor Pro Tempore Sedgwick removed Item No. 3.8 from the Consent Calendar to give a brief report to City Council regarding the audit committee.

THE CITY COUNCIL RECEIVED AND FILED THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED JUNE 30, 2015, TOGETHER WITH THE AUDIT LETTERS, BY M/MAYOR PRO TEMPORE SEDGWICK, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED DECEMBER 8, 2015

Council Member Blount removed Item No. 3.3 from the Consent Calendar for clarification of an item listed on the Warrant Register.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$250,242.49, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

4. PLANNING AGENCY

Mayor Kogerman 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 8:30 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR NOVEMBER 24, 2015

THE PLANNING AGENCY APPROVED THE MINUTES OF THE NOVEMBER 24, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR SEDGWICK.

APPROVED BY A VOTE OF 4-0 WITH AGENCY MEMBER BLOUNT ABSTAINING.

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 8:31 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

6.1.1 2015 CITY MANAGER'S YEAR END REPORT

**THE CITY COUNCIL RECEIVED AND FILED THE 2015 CITY MANAGER'S YEAR END REPORT, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE SEDGWICK.
APPROVED BY A VOTE OF 5-0.**

6.2 City Clerk**6.2.1 CITY COUNCIL "OTHER AGENCIES" APPOINTED REPRESENTATIVES**

THE CITY COUNCIL TOOK THE FOLLOWING ACTIONS:

(1) REVIEWED THE CITY OF LAGUNA HILLS CITY COUNCIL "OTHER AGENCIES" APPOINTED REPRESENTATIVES LIST, PROVIDED DIRECTION TO STAFF REGARDING ANY NECESSARY CHANGES FOR APPOINTMENTS ON THE LIST, AND BY MOTION, APPROVED THE CITY COUNCIL "OTHER AGENCIES" APPOINTED REPRESENTATIVES LIST, AS REVISED BY THE CITY COUNCIL; AND

**(2) REAPPOINTED MAYOR KOGERMAN AS A BOARD OF TRUSTEE MEMBER TO SERVE A FOUR-YEAR TERM ON THE ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT, BY M/COUNCIL MEMBER GILBERT, S/MAYOR KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

**(3) APPROVED AND DIRECTED THE CITY CLERK TO PREPARE AND POST AN UPDATED FPPC DISCLOSURE FORM 806 TO REFLECT ALL PAID APPOINTMENTS TO "OTHER AGENCIES" BOARDS, COMMITTEES, AND/OR COMMISSIONS IN ACCORDANCE WITH STATE LAW, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE SEDGWICK.
APPROVED BY A VOTE OF 5-0.**

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

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

8. CITY COUNCIL MEMBER COMMENTS**COUNCIL MEMBER CARRUTH**

Council Member Carruth provided a brief report on the Transportation Corridor Agency (TCA).

COUNCIL MEMBER GILBERT

Council Member Gilbert thanked Council Member Carruth for her service on the TCA.

MAYOR PRO TEMPORE SEDGWICK

Mayor Pro Tempore Sedgwick reported that he attended the Grand Opening of the ProSport Stack Sports Performance & Therapy on Thursday, December 3, 2015. Mayor Pro Tempore Sedgwick also reported that he attended the Laguna Hills High School football banquet on Monday, December 7, 2015, along with Council Members Carruth and Gilbert, where the City Council presented a Certificate of Recognition to Coach Bruce Ingalls in honor of his 30-year tenure at the high school.

COUNCIL MEMBER BLOUNT

Council Member Blount thanked Council Member Carruth for her service on the TCA and requested additional information regarding the change to all electronic tolling.

MAYOR KOGERMAN

Mayor Kogerman made reference to the Comprehensive Annual Financial Report (CAFR) and encouraged City Council to review the document. Mayor Kogerman also reminded City Council of the toy drive for the 3/5 Team Dark Horse.

ADJOURNMENT

There being no further business at the City Council at this session, Mayor Kogerman adjourned the City Council meeting at 8:46 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF JANUARY 12, 2016.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JANUARY 12, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
JANUARY 12, 2016.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,525,046.00.

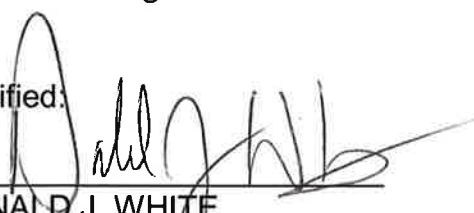
SUMMARY:

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

1-6-16
DATE

FISCAL IMPACT:

The warrant register total is \$1,525,046.00.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 01/12/16

Date: 12/31/2015

Time: 10:37 am

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810183	12/03/2015	Printed		A-0309	AT&T- CALNET 2	Traf Sig, PS, Alarm, CC, Nov	88.55
8810184	12/03/2015	Printed		C-0023	COX COMMUNICATION	T-1 Lines, Cable,CH, Oct-Nov	268.39
8810185	12/03/2015	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, Oct	13,594.06
8810186	12/03/2015	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Oct '15	521.39
8810187	12/03/2015	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	5,000.00
8810188	12/03/2015	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenish, Oct-Nov	678.23
8810189	12/03/2015	Printed		S-2250	SPARKLETTES	Operating Supplies, CS, Nov 15	71.05
8810190	12/10/2015	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Dec '15	1,159.61
8810191	12/10/2015	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 11/8-11/21	3,626.64
8810192	12/10/2015	Printed		A-0311	ALLIANT INSURANCE SERVICES	Commercial Auto Premium	4,673.00
8810193	12/10/2015	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Nov '15	8,835.00
8810194	12/10/2015	Printed		C-1002	ANIMAL SHELTER SERVICES	Animal Care Services, Jul-Sep	27,148.00
8810195	12/10/2015	Printed		A-0360	ARC DOCUMENT SOLUTIONS, LLC	Printing Services, Engineering	63.00
8810196	12/10/2015	Printed		A-0331	AT&T MOBILITY	Wireless Service, Nov '15	63.02
8810197	12/10/2015	Printed		A-0304	AU-YEUNG, MELISSA	Travel Reimb., Dec '15	322.18
8810198	12/10/2015	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure,Nov13	11,937.99
8810199	12/10/2015	Printed		B-0304	BEE MAN, THE	Bee Removal, Pub Svcs, Nov	150.00
8810200	12/10/2015	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Inspect, CIP#240	1,179.63
8810201	12/10/2015	Printed		C-0457	CA CITY MANAGEMENT FOUNDATION	Meeting Expense, Feb '16	130.00
8810202	12/10/2015	Printed		C-1168	CAPITAL ONE COMMERCIAL	Costco, Program Expense, CS	51.23
8810203	12/10/2015	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Nov	108.52
8810204	12/10/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer & Office Supplies,Nov	1,258.05
8810205	12/10/2015	Printed		C-0023	COX COMMUNICATION	T1 Line- City Hall, Nov '15	323.42
8810206	12/10/2015	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Nov '15	29.00
8810207	12/10/2015	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Nov '15	60.00
8810208	12/10/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Nov '15	24.61
8810209	12/10/2015	Printed		G-0821	G2 CONSTRUCTION INC.	Professional Svcs, CIP # 410	3,375.00
8810210	12/10/2015	Printed		H-0957	HORIZONS CONSTRUCTION CO, INT'	Progress Payment #1, CIP# 514	69,839.25
8810211	12/10/2015	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, Nov	1,420.99
8810212	12/10/2015	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	1,210.42
8810213	12/10/2015	Printed		L-1335	LA CONSULTING, INC.	Professional Svcs, Nov '15	2,172.00
8810214	12/10/2015	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Dec '15	575,972.38
8810215	12/10/2015	Printed		L-1240	LEAGUE OF CAL CITIES	Road Needs Assessment	400.00
8810216	12/10/2015	Printed		L-1374	LEHMAN CONSTRUCTION, INC.	Progress Payment #05, CIP# 240	140,139.11
8810217	12/10/2015	Printed		M-1584	MUNI SERVICES	Professional Svcs, CAFR	975.00
8810218	12/10/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly Landscape, Dec '15	74,609.24
8810219	12/10/2015	Printed		C-1008	NPDES	Share Nat'l Pollutant, CIP#410	57,036.92
8810220	12/10/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	686.17
8810221	12/10/2015	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected,Nov	3,677.00
8810222	12/10/2015	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription, CH,12/11-3/11	285.01
8810223	12/10/2015	Printed		P-1804	PATROL ONE	Security for 4th of July Event	2,200.00
8810224	12/10/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, C&D Deposit, CR# 52089	2,275.00
8810225	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Moulton Ranch, V# 2003642.002	250.00
8810226	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	B. Abarca, V# 2003639.002	500.00
8810227	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. Viveics, V# 2003637.002	200.00
8810228	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	S. Rios, V# 2003641.002	500.00
8810229	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	One Stop B., V# 2003650.002	250.00
8810230	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. McClellan, V# 2003649.002	500.00
8810231	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	N. Kibriya, V# 2003644.002	244.50

Check Register Report

Warrant Register 01/12/16

Date: 12/31/2015

Time: 10:37 am

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810232	12/10/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	E. Collado, V# 2003648.002	175.00
8810233	12/10/2015	Printed		R-1946	RK ENGINEERING GROUP, INC.	Parking & Traffic Study, Mall	1,897.50
8810234	12/10/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Nov '15	14,157.86
8810235	12/10/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites & TC, Nov '15	3,325.60
8810236	12/10/2015	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	32.00
8810237	12/10/2015	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Nov '15	9,831.72
8810238	12/10/2015	Printed		T-2693	TELEPACIFIC COMMUNICATIONS	Communications Expense, Dec	1,139.97
8810239	12/10/2015	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Nov '15	1,714.45
8810240	12/10/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Nov '15	320.00
8810241	12/10/2015	Printed		W-2426	WHITE NELSON DIEHL EVANS LLP	Final Payment Audit Fee 14/15	2,420.00
8810242	12/10/2015	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Nov '15	872.48
8810243	12/17/2015	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., LOCC, Sep '15	493.48
8810244	12/17/2015	Printed		C-0023	COX COMMUNICATION	T1 Line- CC, CH, Signal System	632.42
8810245	12/17/2015	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, Nov	237.56
8810246	12/17/2015	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Oct '15	434.83
8810247	12/17/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 12/08-1/4	83.16
8810248	12/17/2015	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Nov	16,122.93
8810249	12/17/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Pool Bond, CR# 50970	500.00
8810250	12/17/2015	Printed		R-1942	REFUND, VEHICLE CITATION	M. Giss, Cit. # LH103334	10.00
8810251	12/17/2015	Printed		R-1942	REFUND, VEHICLE CITATION	S. Robison, Cit. # LH103664	10.00
8810252	12/17/2015	Printed		M-1352	REYES, JANICE MATEO	Travel Reimb., Dec '15	148.14
8810253	12/17/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Nov '15	296.32
8810254	12/17/2015	Printed		S-1949	SMART & FINAL	Office & Program Supp. CH & CC	275.03
8810255	12/17/2015	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Dec '15	1,062.31
8810256	12/17/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites & TC, Nov '15	8,992.41
8810257	12/17/2015	Printed		S-1907	SPRINT	Communication Expense, CS,Nov	87.25
8810258	12/17/2015	Printed		S-2016	SYSTEMS INTERNATIONAL	Repair Banner Arms, Marathon	1,218.00
8810259	12/17/2015	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Nov '15	922.46
8810260	12/24/2015	Printed		A-0309	AT&T- CALNET 2	Traffic Signal, PS, Dec '15	17.96
8810261	12/24/2015	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans,Dec	147.08
8810262	12/24/2015	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Public Svcs, Nov	11,032.18
8810263	12/24/2015	Printed		M-1442	MOTOROLA SOLUTIONS, INC.	Radio Equipment, Police Svcs	124,295.98
8810264	12/24/2015	Printed		N-1481	N.E.A.D., INC.	Maint, City App, Apr - Jun '15	1,400.00
8810265	12/24/2015	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Nov - Dec	31.60
8810266	12/24/2015	Printed		R-1943	RAMIREZ, CHRISTINA	Mileage Reimb., Admin,Aug-Nov	19.44
8810267	12/24/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 52437	14.30
8810268	12/24/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund Permit Fees, CR# 52138	150.00
8810269	12/24/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr,Nov	28,575.77
8810270	12/24/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Nov '15	251.70
8810271	12/24/2015	Printed		S-2250	SPARKLETT'S	Operating Supplies, CH, Nov	88.59
8810272	12/31/2015	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Dec '15	1,368.65
8810273	12/31/2015	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 11/22-12/5	2,014.80
8810274	12/31/2015	Printed		A-0309	AT&T- CALNET 2	Alarm, CC, Dec	70.59
8810275	12/31/2015	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Dec	775.52
8810276	12/31/2015	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Dec	221.41
8810277	12/31/2015	Printed		S-2162	CARLSEN, SANDY	Mileage Reimb., Oct - Dec	30.51
8810278	12/31/2015	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Software, Gen'l Gov	306.60
8810279	12/31/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Nov '15	21,068.10
8810280	12/31/2015	Printed		C-1181	CIVIC PLUS	Website - Setup Fees	16,671.93
8810281	12/31/2015	Printed		C-1180	CIVIL SOURCE, INC.	NPDES Permit Inspections, Nov	6,076.00

Check Register Report

Warrant Register 01/12/16

Date: 12/31/2015

Time: 10:37 am

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Page: 3

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810282	12/31/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	2,078.81
8810283	12/31/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Oct - Nov	10,798.10
8810284	12/31/2015	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Nov	543.82
8810285	12/31/2015	Printed		D-0470	DAVID EVANS AND ASSOCIATES	Prof Svcs, GIS Updates, Nov	4,000.00
8810286	12/31/2015	Printed		D-0491	DELL COMPUTER CORPORATION	Computer Hardware, Com Svcs	2,443.71
8810287	12/31/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Dec '15	24.61
8810288	12/31/2015	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	812.00
8810289	12/31/2015	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	364.00
8810290	12/31/2015	Printed		H-0805	HARRINGTON GEOTECH ENGINEERING	Professional Svcs, CIP # 240	2,299.00
8810291	12/31/2015	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Signal Mgmt Svs, Nov '15	1,806.88
8810292	12/31/2015	Printed		H-0957	HORIZONS CONSTRUCTION CO. INT'	Progress Payment #2, CIP# 514	91,099.78
8810293	12/31/2015	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	1,635.08
8810294	12/31/2015	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Dec '15	318.69
8810295	12/31/2015	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Jan	2,900.00
8810296	12/31/2015	Printed		C-1007	LAW ENFORCEMENT	FingerprintID Sys, Comm Sys	1,640.50
8810297	12/31/2015	Printed		L-1356	LINDY OFFICE PRODUCTS	Operating Supplies, Dec '15	61.18
8810298	12/31/2015	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 1/15/16	750.00
8810299	12/31/2015	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	358.40
8810300	12/31/2015	Printed		M-1528	MEDLOCK, GEORGE	Contract Instr Svcs, Drumming	25.90
8810301	12/31/2015	Printed		M-1333	MITY-LITE, INC.	Tables, Com Svcs, Dec '15	2,435.00
8810302	12/31/2015	Printed		M-1535	MUSIC MOVES ACADEMY, INC.	Contract Inst Svcs, Music	483.00
8810303	12/31/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape	4,436.39
8810304	12/31/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	297.79
8810305	12/31/2015	Printed		O-1590	ON TARGET VOICE AND DATA, INC.	Computer Hardware - UPS	1,337.00
8810306	12/31/2015	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Nov	1,459.25
8810307	12/31/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	T. Chavez, V# 2003653.002	279.50
8810308	12/31/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	OC Shabesher, V# 2003652.002	500.00
8810309	12/31/2015	Printed		R-1855	RICHARD FISHER ASSOCIATES	Prof. Svcs,CIP# 239, 241, 410	7,129.70
8810310	12/31/2015	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Pub Svcs, Nov	1,560.00
8810311	12/31/2015	Printed		S-2194	SECURE LIVE SCAN	Pre-employment Fingerprinting	20.00
8810312	12/31/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Dec '15	2,483.26
8810313	12/31/2015	Printed		S-2250	SPARKLETT'S	Operating Supplies, CS, Dec 15	51.06
8810314	12/31/2015	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	181.13
8810315	12/31/2015	Printed		S-2105	SYMQUEST SERVICES	Printer Repair & Replacement	362.00
8810316	12/31/2015	Printed		T-2682	THE LIFE TRENDS GROUP	AED, Management Fee	420.00
8810317	12/31/2015	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Nov '15	64.50
8810318	12/31/2015	Printed		U-2163	USA DANCE, INC.	Contract Inst Svcs, Dancing	280.00
8810319	12/31/2015	Printed		U-2166	UTILITY COST MANAGEMENT LLC	Prof Services, Utility Savings	316.55
8810320	12/31/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Dec '15	712.00
8810321	12/31/2015	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Nov	193.67
8810322	12/31/2015	Printed		W-2440	WESTERN STRUCTURES	Payment #1, CIP # 189	43,263.64
8810323	12/31/2015	Printed		W-2438	WILLDAN FINANCIAL SERVICES	Professional Svcs, Fee Study	3,303.00
8810324	12/31/2015	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Nov	27,392.95
Total Checks: 142					Checks Total (excluding void checks):		1,525,046.00
Total Payments: 142					Bank Total (excluding void checks):		1,525,046.00
Total Payments: 142					Grand Total (excluding void checks):		1,525,046.00



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 1 FOR LAGUNA HILLS COMMUNITY CENTER
AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 1, IN THE NET AMOUNT OF \$69,839.25, TO HORIZONS
CONSTRUCTION COMPANY FOR LAGUNA HILLS COMMUNITY CENTER AND
SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514.

SUMMARY:

Work on the Laguna Hills Community Center and Sports Complex Site Improvements, CIP No. 514, began on November 16, 2015, and is being performed by Horizons Construction Company. Work performed in November and the beginning of December included clearing and grubbing, remove and replace sidewalks, remove efflorescence and resurface water feature walls and fountains, remove and replace mortar cap on retaining wall, and replace stacked stone veneer on walls. The contractor has submitted the first progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Horizons Construction Company, has submitted the first progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and grubbing	.5	LS	\$9,360.00	\$4,680.00

Progress Payment No. 1
Laguna Hills Community Center and Sports
Complex Site Improvements, CIP No. 514
January 12, 2015
Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
2	Remove and replace pcc sidewalk at various locations. See Appendix C	2,300	SF	\$13.00	\$29,900.00
5	Remove efflorescence on mural pond water feature wall	210	SF	\$52.00	\$10,920.00
6	Remove efflorescence on wall water feature trough	118	SF	\$52.00	\$6,136.00
7	Remove/Replace backsplash tiles on wall feature fountains	24	SF	\$32.50	\$780.00
8	Drain wall fountain basins, clean & re-coat	2	EA	\$1,950.00	\$3,900.00
9	Drain mural pond basin, clean & re-coat	1	EA	\$2,600.00	\$2,600.00
10	Replace missing rim tile in all fountain basins	30	SF	\$71.50	\$2,145.00
12	Remove and replace mortar cap on retaining wall	64	SF	\$58.50	\$3,744.00
19	Replace missing stacked stone veneer on walls	80	SF	\$65.00	\$5,200.00
39	Remove and replace broken split-face block	1	LS	\$3,510.00	\$3,510.00

TOTAL TO DATE	\$73,515.00	
LESS PRIOR BILLING	\$0.00	
TOTAL THIS PERIOD	\$73,515.00	\$73,515.00
LESS 5% RETENTION		\$(3,675.75)
DUE		\$69,839.25

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Laguna Hills Community Center and Sports Complex Site Improvements, CIP No. 514.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 1, FINAL, FOR BRIDGE DECK SEALING AND JOINT REPAIR, LAGUNA HILLS DRIVE/ALISO CREEK AND MILL CREEK DRIVE/CAÑADA CHANNEL, CIP NO. 189

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, FINAL, IN THE NET AMOUNT OF \$43,263.64, TO WESTERN STRUCTURES FOR BRIDGE DECK SEALING AND JOINT REPAIR, LAGUNA HILLS DRIVE/ALISO CREEK AND MILL CREEK DRIVE/CAÑADA CHANNEL, CIP NO. 189, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

SUMMARY:

Work on the Bridge Deck Sealing and Joint Repair, Laguna Hills Drive/Aliso Creek and Mill Creek Drive/Cañada Channel, CIP No. 189, began on September 28, 2015, and has been completed by Western Structures, Inc. It is proposed to approve the first and final progress payment and record a Notice of Completion to allow for the release of the retention in 35 days, if no liens are filed.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Western Structures, Inc., has submitted the first and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and grubbing	1	LS	\$3,700.00	\$3,700.00

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
2	Clean and treat Mill Creek	3,872	SF	\$2.41	\$9,331.52
3	Clean and treat Laguna Hills EB/WB	9,346	SF	\$1.95	\$18,224.70
4	Remove and replace compression seals	185	LF	\$58.18	\$10,763.30
5	Traffic striping and pavement markings	1	LS	\$3,521.15	\$3,521.15

TOTAL TO DATE	\$45,540.67	
LESS PRIOR BILLING	\$0.00	
TOTAL THIS PERIOD	\$45,540.67	\$45,540.67
LESS 5% RETENTION		\$2,277.03
DUE		\$43,263.64

During the course of the project, the scope of work was expanded to include the easterly bound bridge deck of Laguna Hills Drive and payment for this work is included in the unit price for work in Item No. 3 above.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Bridge Deck Sealing and Joint Repair, Laguna Hills Drive/Aliso Creek and Mill Creek Drive/Cañada Channel, CIP No. 189.

ATTACHMENTS:

- Notice of Completion

Recording Requested by and
When Recorded Mail to:

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

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on January 12, 2016.

Description of Improvements

Bridge Deck Sealing and Joint Repair, Laguna Hills Drive/Aliso Creek and Mill Creek Drive/Cañada Channel, CIP No. 189, including clearing and grubbing, concrete bridge deck cleaning and sealing with high molecular weight methacrylate, compression joint seal removal and replacement, removal and replacement of striping, and raised pavement markers.

General Location

Laguna Hills Drive at Aliso Creek and Mill Creek Drive at Cañada Channel, Laguna Hills, California.

Owner of Property Address

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

Contractor

Western Structures, Inc.
6005 Tyler Street
Riverside, CA 92503

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

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

Dated: January 12, 2016

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER**

**ISSUE: CONTRACT WITH AGE WELL SENIOR SERVICES FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2015/2016**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACT
BETWEEN AGE WELL SENIOR SERVICES AND THE CITY OF LAGUNA HILLS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2015/2016
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

SUMMARY:

Staff was once again advised of the availability of federal Community Development Block Grant (CDBG) funding for "Public Facilities and Improvements" for Fiscal Year 2015/2016 and subsequently submitted an application on behalf of the Florence Sylvester Memorial Senior Center in the amount of \$75,000. For Fiscal Year 2015/2016, the City of Laguna Hills was awarded \$70,380 to assist Age Well Senior Services (AWSS) in completing a number of improvements at the Florence Sylvester Memorial Senior Center.

Staff recommends that the City Council approve the contract with AWSS documenting the use and limitations associated with the funds and authorize the City Manager to execute the contract.

BACKGROUND:

The County of Orange is responsible for administering all programs, including the CDBG program, for those cities who participate in the Urban County 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. Currently, there are thirteen cities in the county that must utilize the Urban County Program in order to access these funds, which are allocated on a competitive basis.

For Fiscal Year 2015/2016, the City of Laguna Hills has been awarded \$70,380 in CDBG funds for the following project:

Florence Sylvester Memorial Senior Center

The Florence Sylvester Memorial Senior Center provides a variety of services to the elderly/frail population of the community. Because of the high number of elderly/frail population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds for the following improvements: (1) paint the interior and exterior of the building; (2) grout and reseal tile throughout the building; (3) refinish all wood doors and cabinets; (4) remove and replace existing carpet; and (5) remove existing door on the north side of the building and replace with an automatic door. These improvements will assist in increasing the Center's sustainability and accessibility.

At its July 14, 2015 City Council meeting, the City Council approved a contract with the County of Orange for utilization of the grant funds.

Approval of the attached contract with AWSS commits AWSS to spend the CDBG funds consistent with any applicable federal, State, and county laws and regulations. Funds must be spent only on eligible projects and City staff, along with AWSS' staff, must complete the documentation and reporting requirements associated with expenditure of the funds.

FISCAL IMPACT:

In accordance with the application submitted by the City of Laguna Hills to the County of Orange, the City agrees to commit in-lieu staff time totaling approximately \$8,071. No other commitment of General Fund monies is required.

CEQA FINDINGS:

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

ATTACHMENTS:

- Agreement with Age Well Senior Services for FY 2015/2016 CDBG Funds

AGREEMENT BETWEEN
THE CITY OF LAGUNA HILLS
AND
AGE WELL SENIOR SERVICES, INC.

FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC FACILITIES AND IMPROVEMENT FUNDS
(Program Year 2015/2016)

TITLE OF PROJECT: Public Facilities and Improvements – Florence Sylvester Memorial Senior Center (Age Well Senior Services, Inc.)

This **AGREEMENT** is made and entered into the _____ **day of** _____, **2015**.

BY AND BETWEEN

City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California, and hereinafter referred to as "**CITY**".

AND

Age Well Senior Services, Inc., a California Non-Profit Public Benefit Corporation, hereinafter referred to as "**SUB-RECIPIENT**"

RECITALS

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

WHEREAS, the County of Orange and participating cities (of which the City is a member) previously entered into a Cooperation Agreement dated July 1, 2015, as amended, in which both parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities; and

WHEREAS, the County of Orange adopted its 2015-2016 Annual Action Plan and application funding, including any mid-year amendments, from HUD's Community Development Block Grant Program which includes the Project described herein; and

WHEREAS, the City is covered by the County's Annual Action Plan, and

WHEREAS, the City submitted to the County of Orange an application for funding of

the Project described herein, and

WHEREAS, the City has entered into a separate contract for the period October 28, 2015 - June 30, 2016 with the County of Orange (Contract No. 15-22-0008-PFI, entitled "Contract Between County of Orange and City of Laguna Hills for Public Facilities & Improvements Florence Sylvester Memorial Senior Center Rehabilitation", a copy of which is attached as Exhibit A and is incorporated herein by this reference) to receive Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (Public Law 93-838, as amended) for the purpose of assisting Sub-recipient with the Florence Sylvester Memorial Senior Center rehabilitation project which meets one of the HUD National Objectives, and

WHEREAS, Contract No. 15-22-0008-PFI provides that funds to the City for qualified projects are conditional upon: County being funded by HUD and the release of funds to County; Certification of Insurance; and certification of environmental compliance by County and/or HUD in accordance with 24 CFR 58 et seq., and

WHEREAS, the Sub-recipient is a California nonprofit public benefit corporation that has been selected by the City to receive and administer CDBG funds, and to provide the rehabilitation project services at the Florence Sylvester Memorial Senior Center, located at 23721 Moulton Parkway, as described in Exhibit B ("Project"), in accordance with the schedule of performance included therein; and

WHEREAS, Sub-recipient represents that it is qualified and willing to administer the Project and hereby certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives, and

WHEREAS, the Sub-recipient agrees that it will adhere to the Project performance measurements and outcomes set forth herein; and Sub-recipient understands and agrees that its failure to follow the performance measurements and meet the stated outcomes may constitute breach of contract that could result in termination of this Agreement or serve as reason for the City to recapture the CDBG funds awarded to Sub-recipient pursuant to this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the City and Sub-recipient agree as follows:

I. SCOPE OF SERVICES

A. Project Description

(1) As a condition of receiving CDBG funding pursuant to this Agreement, Sub-recipient shall act as Project Manager and shall be responsible for administering the approved fiscal year 2015/2016 CDBG Project described herein in a manner satisfactory to the City and consistent with any and all applicable standards, including this Agreement,

Contract No.15-22-0008-PFI, completion milestones (provided by the County), and all applicable Federal, State, and local laws, guidelines, policies, and regulations. Sub-recipient shall use CDBG funds for rehabilitation of the Florence Sylvester Memorial Senior Center, located at 23721 Moulton Parkway, as set forth in the Scope of Work described in Exhibit B, which is attached hereto and incorporated herein by reference (the "Project").

(2) The construction rehabilitation Project contemplated herein is a "public work", under California Labor Code Section 1720, and the construction contractors should be paid prevailing wages in accordance with State law. In addition, the Federal Labor Standards, including Davis-Bacon prevailing wages shall apply. A current and appropriate Davis-Bacon wage decision approved by the County shall be included in the Construction Bid Package, along with HUD – 4010 form, "Federal Labor Standards Provisions".

(3) Prior to advertising for bids, the Construction Bid Package for the work on the Project shall be submitted to the City for review and approval by the County's Director of Housing and Community Services, or designee. A County representative shall be invited to a preconstruction conference to review Federal Labor Standards compliance procedures with the Sub-recipient and construction contractors.

(4) No costs shall be incurred prior to receipt of written certification of approval by County of the fulfillment of the requirements of Section XXI (Insurance) of this Agreement.

B. Budget

This Agreement is for a CDBG funding reimbursement amount not to exceed \$70,380.00 (seventy thousand three hundred eighty dollars and no cents). As described further in Section III below, the Sub-recipient shall provide the funds for the Project and shall submit written proof of payment to City, whereupon after approval by City, the City shall seek reimbursement of eligible costs from the County pursuant to Contract No.15-22-0008-PFI.

C. Work Schedule

Reimbursable activities per this Agreement may begin on the effective date of this Agreement, and shall end on June 30, 2016. Quarterly reports shall be provided by the Sub-recipient in accordance with Section VII(B) of this Agreement. The Quarterly Report shall indicate the progress of the components of the rehabilitation Project.

II. PERFORMANCE MEASURES

A. Performance Objectives

Sub-recipient hereby certifies that the Project carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1)

benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in Title 24 of the Code of Federal Regulations ("24 CFR") Part 570.208. Sub-recipient agrees that the Project shall be implemented and appropriately maintained for community development purposes as defined by applicable HUD provisions to ensure maximum feasible benefit and utilization of the project by low- and moderate-income persons.

B. Goals and Performance Measures

In addition to the reasonable administrative services required as part of this Agreement, Sub-recipient agrees to accomplish the rehabilitation work on the Project as delineated in Exhibit B, which is attached hereto and incorporated herein by reference.

C. Performance Monitoring

The City will monitor the performance of the Sub-recipient against the goals and performance standards required by this Agreement, applicable Federal, State, and local laws, guidelines, policies, and regulations, and in accordance with Contract No.15-22-0008-PFI. The Sub-recipient shall cooperate by providing completed Quarterly Performance Reports as delineated in Section VII(B). Substandard performance as determined by the City, in its sole discretion, shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not promptly taken by Sub-recipient within a reasonable time after being notified by the City, Agreement suspension or termination procedures may be initiated.

D. Time of Performance

Eligible project activities as set forth in Exhibit B shall begin on the effective date of this Agreement, and shall be completed by June 30, 2016. A final invoice for eligible project costs shall be submitted within 15 days after the Agreement expiration date. The term of this Agreement and the provisions herein may be extended by the City at the City's sole discretion for up to six months from the Agreement expiration date, upon written notification to the Sub-recipient. In the event of such extension, the deadline for submittal of a final invoice shall be 15 days after the new completion date. Every effort shall be made by Sub-recipient to expend the allocated funds in their entirety by June 30, 2016. If Sub-recipient does not expend all funds by June 30, 2016, either due to costs not incurred or costs not approved by the City, the City may allocate the funds not yet drawn to another eligible CDBG project(s) within the City of Laguna Hills.

III. DISBURSEMENT OF FUNDS

A. Reimbursements

Subject to availability of funds from HUD to County, County approval of Sub-recipient's Insurance, County approval of Sub-recipients Federal Labor Standards

submittals, and Sub-recipient's timely completion and submission of complete Requests for Reimbursements to City, payment shall be made by City and shall be in the form of reimbursement for eligible costs as outlined in Exhibit B for the period beginning on the effective date of this Agreement, and ending June 30, 2016. It is expressly agreed and understood by the parties that the total amount of CDBG funding eligible for reimbursement under this Agreement shall not exceed the amount stated in Section I(B) of this Agreement.

B. Reimbursement Schedule

Reimbursement for eligible costs shall be made on a quarterly basis in accordance with Exhibit A and as delineated in Exhibit B, both attached hereto and incorporated herein by this reference. The City shall not provide any payments/reimbursements in advance of actual expenditures by Sub-recipient. Funding is contingent upon the City receiving CDBG funds from the County and HUD.

C. Reimbursement Requests

On a quarterly basis and within fifteen (15) days of the end of a quarter, the Sub-recipient may invoice City for reimbursement of eligible costs as outlined in Exhibit B. Concurrently with its request for the aforementioned funds, Sub-recipient shall submit to the City the following supporting documentation: copies of paid invoices, receipts, certified payroll records, bank statements, canceled checks, attendance records, and other items adequate to document project expenditures. In addition, Sub-recipient shall also provide a Quarterly Performance Report which addresses its level of performance for each activity undertaken relative to the scope of services set forth in Section I. Prior to reimbursing, the City will verify that Sub-recipient has met all applicable regulations for the Project. The City will not authorize reimbursement if any preceding quarter's reports or invoices are incomplete, or have not been submitted.

D. Reimbursement Records

Records shall be kept by Sub-recipient in accordance with all records maintenance requirements set forth in Contract No.15-22-0008-PFI, which is attached as Exhibit A and is incorporated herein by reference.

IV. NOTICES

A. Communication

Communication and details concerning this Agreement shall be directed to the following representatives:

City

City of Laguna Hills
General Government Department

25035 El Toro Road
Laguna Hills, California 92653
Attn: Melissa Au-Yeung, Assistant to the City Manager

Sub-recipient

Age Well Senior Services, Inc.
24300 El Toro Road, Building A
Laguna Woods, CA 92637
Attn: Marilyn Ditty, Chief Executive Officer

B. Certified Mail

Any notice required under this Agreement shall be sent by certified mail, postage prepaid, and shall be deemed complete on the third business day following deposit in the United States Postal Service.

V. PROGRAM REQUIREMENTS

A. Compliance

Sub-recipient shall adhere to the terms of the City's CDBG application, Contract 15-22-0008-PFI, and this Agreement, including any subsequent assurances and agreements made by the City to the County and HUD, pertaining to this Agreement. In addition, Sub-recipient shall comply with all applicable County requirements, in particular Section 31 of Contract No. 15-22-0008-PFI. Sub-recipient shall comply with applicable Uniform Administrative Requirements as described in 24 CFR 570.502, attached as Exhibit C and incorporated herein by reference.

The Sub-recipient shall carry out all activities in compliance with all Federal laws and regulations as described in Subpart K, such as labor standards (Davis Bacon Act) and fair housing requirements of the CDBG Program Regulations.

The provisions of Subpart K of Title 24 of the Code of Federal Regulations relating to CDBG Program Regulations are attached as Exhibit D and are incorporated as a condition of this Agreement by this reference. The Sub-recipient shall comply with all applicable Federal laws related to the use of CDBG funds by the Sub-recipient and the approved Project outlined herein.

VI. EXPENSES FOR LABOR, MATERIALS AND SUPPLIES

The Sub-recipient shall furnish all labor, materials and services and bear all expenses to carry out the Project activities as outlined in this Agreement. Under this Agreement, the City's only financial obligation to the Sub-recipient is to provide the approved

CDBG funds for the maximum amount specified in Section I(B) of this Agreement, as allocated by the County of Orange and the City of Laguna Hills for CDBG Program Year 2015/2016.

VII. RECORDS AND REPORTS

A. Documentation

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.503 (b)(2), 570.506, 570.507 and 570.508 that are pertinent to the activities to be funded under this Agreement. Such records and reports shall include, but not be limited, to:

- (1) Documentation providing a full description of each activity undertaken;
- (2) Documentation demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Documentation required to determine the eligibility of activities;
- (4) Documentation required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR 570.502 and OMB Circular A-87 as detailed in Exhibit C, which is attached hereto and incorporated herein by reference;
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570; and
- (8) Any such other related records as the City shall require.

B. Quarterly Reports

The Sub-recipient shall submit "Quarterly Reports" on a Grantee Performance Report (GPR Form) during the program year beginning with the effective date of the agreement, and ending June 30, 2016. Quarterly Reports shall be filed with the City fifteen (15) days before: December 15, 2015, January 15, 2016, and March 15, 2016. The report must include sufficient information to assist the City in monitoring the Sub-recipient's performance. The Sub-recipient must demonstrate satisfactory performance prior to reimbursement for expenditures. If it is determined by the City that Sub-recipient's performance or progress on performance is unsatisfactory, the City may withhold further funding on the Project pending resolution of the unsatisfactory condition(s), or may terminate this Agreement as prescribed in 24 CFR Subparts 85.43 and 85.44 as detailed in Exhibit F, which is attached hereto and incorporated herein by reference. In addition, the City may require the Sub-recipient to reimburse the City any funds that it determines to be improperly expended based on applicable CDBG Program Regulations.

C. Accounting Records

The Sub-recipient shall maintain separate accounting records for the Federal CDBG funds provided by the City. The City, County, Federal Grantor Agency, Controller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers and records maintained by the Sub-recipient which directly pertain to the above Project for the purpose of audit, examination, excerpts and transcriptions. Unless otherwise notified by the City, the Sub-recipient shall retain all financial records, supporting documents and statistical reports related to the Project identified under this Agreement until June 30, 2021. All records subject to an audit finding must be retained for five (5) years from the date the finding is made or until the finding has been cleared by appropriate officials and the Sub-recipient has been given official written notice.

VIII. AUDIT REQUIREMENT

A. Audit Report

Sub-recipient's records on the Project shall be maintained and available to the City for conducting an audit. If the Sub-recipient receives \$25,000 or more in total Federal financial assistance, Sub-recipient shall perform, if requested to do so by the City or County, an annual audit to be performed in accordance with OMB Circular A-133; and a copy of the audit shall be forwarded to the City within 180 days after the end of the City's fiscal year (June 30, 2016).

B. Single Audit Report

If the Sub-recipient receives more than \$500,000 in total federal funds in one fiscal year from the City and/or any other city or agency, the Sub-recipient is required to submit a Single Audit Report. As required by the federal Single Audit Act, the Sub-recipient shall be required to submit to the City, a comprehensive financial audit prepared by an independent, neutral third party auditor. The audit shall cover financial operation of the Sub-recipient for the period beginning July 1, 2015 and ending June 30, 2016, and is due no later than six months after expiration of this Agreement.

C. Corrective Actions

The City shall have the right to ensure that necessary corrective actions are made by the Sub-recipient for any audit findings pertinent to Sub-recipient handling of funding attributable to the CDBG Program per Federal requirements, including requiring Sub-recipient to return funds paid by City.

IX. MODIFICATIONS/TRANSFERS

The Sub-recipient shall transfer to City any CDBG funds on hand at the time of the Agreement expiration and any accounts receivable attributable to the use of CDBG funds.

X. AMENDMENTS

The City and Sub-recipient may amend this Agreement at any time provided that any such amendment makes specific reference to this Agreement, is executed in writing, is approved by the County and signed by a duly authorized representative of each organization. Such amendment shall not invalidate this Agreement, nor relieve or release the City or Sub-recipient from their respective obligations under this Agreement. Any proposed amendment to this Agreement shall be submitted to, and approved by the City prior to commencement of any activity covered by said amendment.

The City may, at its sole discretion, amend this Agreement at any time to conform with Federal, State, County, or local government guidelines, policies, and available funding amounts. If any amendment results in a change of funding amount under this Agreement, the Scope of Work, threshold or milestone dates, or schedule of activities to be undertaken as part of this Agreement, such changes will be incorporated by written amendment between the City and Sub-recipient.

XI. SECTION 3 COVERED ASSISTANCE

A. Policies and Procedures

Where the Sub-recipient receives CDBG funds for work arising in connection with housing rehabilitation, housing construction, or other public improvements, the requirements of Section 3 of the Housing and Urban Development Act of 1968 shall apply as follows:

(1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

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

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

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(8) Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

B. Inclusion of Section 3 Clause

Sub-recipient shall abide by this Section 3 Clause and shall also require this Section 3 clause be inserted into any and all subcontracts executed with subcontractors for work covered by this Agreement.

XII. RELIGIOUS ACTIVITIES

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities or to promote religious interests. Religious entities may use CDBG funds for secular activities only in accordance with the Federal regulations specified in 24 CFR 570.200(j), attached as Exhibit E and incorporated into this Agreement.

XIII. NONDISCRIMINATION CLAUSE

The Sub-recipient shall comply with all State and Federal laws regarding nondiscrimination and the equal opportunity employment of personnel.

XIV. SUSPENSION AND TERMINATION OF AGREEMENT

In accordance with the pertinent provisions of the Code of Federal Regulations, this Agreement may be suspended or terminated if the Sub-recipient fails to comply with any term(s) of the award and/or for the City's convenience. Title 24, Code of Federal Regulations, Sections 85.43 and 85.44 are attached as Exhibit F and incorporated into this Agreement by this reference.

XV. REVERSION OF ASSETS UPON EXPIRATION OF AGREEMENT

Upon expiration of this Agreement, the Sub-recipient shall be required to use any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 as follows:

(1) To meet one of the National Objectives in 24 CFR 570.208 until no earlier than five (5) years after expiration of this Agreement; or

(2) To be disposed of in a manner resulting in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement of the property. Reimbursement is not required after the period of time specified in Section XV(1).

XVI. HOLD HARMLESS AND INDEMNITY AGREEMENT

The City, its elected and appointed officers, employees, contractors (other than Sub-recipient) and agents shall not be liable for any claims, liabilities, penalties, fines, or any damage to goods, properties, or effects of any person whatsoever, nor for personal injuries or death caused by, or claimed to have been caused by, or resulting from, any intentional or negligent acts, errors or omissions of Sub-recipient or Sub-recipient's agents, employees, subcontractors, or representatives in completion of Project outlined in the Agreement.

To the fullest extent permitted by law, the Sub-recipient agrees to defend, indemnify, and hold harmless the City and its elected and appointed officers, employees, contractors and agents against any of the foregoing liabilities or claims of any kind and any cost/and expense that is incurred by the City including attorney fees and litigation expenses on account of any of the foregoing liabilities, including liabilities or claims by reason of alleged, errors, omissions, or defects in any plans and specifications for the Project.

XVII. ASSIGNMENT OF AGREEMENT

The Sub-recipient shall not assign this Agreement or any monies due hereunder without the prior written consent of the City.

XVIII. SUCCESSORS OR ASSIGNS

Subject to the provisions of Section XVII (Assignment of Agreement), all terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns as permitted by this Agreement.

XIX. INDEPENDENT SUB-RECIPIENT

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Sub-recipient and its subcontractors shall at all times remain independent with respect to the services to be performed under this Agreement. The City shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. Sub-recipient and/or its subcontractors is/are independent contractors.

XX. ANTI-LOBBYING

Sub-recipient certifies the following:

(1) No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, then entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) Sub-recipient will complete and submit the "Disclosure of Lobbying Activities" Standard Form if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

(3) Sub-recipient shall include the above anti-lobbying certification in award documents for all subcontractors and all subcontractors shall certify and disclose accordingly.

XXI. INSURANCE

At all times during the term of this Agreement, the Sub-recipient shall maintain insurance coverage in compliance with the Insurance Requirements attached as Exhibit G and incorporated into this Agreement by this reference. The insurance requirements of this section shall be in addition to, and shall not modify Section XVI (Hold Harmless and Indemnity Agreement).

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its City Manager and attested by its Clerk; Sub-recipient has caused this Agreement to be executed by its President, Secretary, and Chief Executive Officer, all having been duly authorized by the City Council of City of Laguna Hills and the Board of Directors of Sub-recipient, respectively.

EXECUTED:

CITY OF LAGUNA HILLS

By: _____
Bruce Channing, City Manager

ATTEST:

By: _____
Melissa Au-Yeung, Assistant to
the City Manager/City Clerk

AGE WELL SENIOR SERVICES, INC., a
California non-profit corporation

By: _____
Jim Cherrie, President

Date: _____

By: _____
Ron Widick, Secretary

Date: _____

By: _____
Marilyn Ditty,
Chief Executive Officer

Date: _____

EXHIBIT A
COUNTY OF ORANGE
OC COMMUNITY RESOURCES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PUBLIC FACILITIES AND IMPROVEMENTS
PROGRAM YEAR 2015/2016

CONTRACT # 15-22-0008-PFI

BETWEEN

COUNTY OF ORANGE

AND

CITY OF LAGUNA HILLS

FOR

PUBLIC FACILITIES & IMPROVEMENTS

**FLORENCE SYLVESTER MEMORIAL SENIOR CENTER
REHABILITATION**

CDBG – CFDA NUMBER 14.218



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Exhibit D – Lobbying Form LLL

This Agreement, 15-22-0008-PFI hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and City of Laguna Hills, a municipal corporation, in the State of California with a place of business at 24035 El Toro Road, Laguna Hills, CA 92653-3103 hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on 10/28/2015.

RECITALS

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

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

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

WHEREAS, COUNTY and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2015 as amended, in which both PARTIES agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activity; and

WHEREAS, SUBRECIPIENT has submitted to COUNTY an application for the FY 2015-16 Housing Rehabilitation and Public Facilities & Improvements RFP process for funding of a housing and community development activity; and

WHEREAS, COUNTY adopted its FY 2015-16 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

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

WHEREAS, COUNTY approved an allocation of \$70,380.00 (Seventy Thousand Three Hundred Eighty Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2015-16; and

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

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

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

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

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

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

ARTICLES

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of CONTRACT:** This CONTRACT shall be effective from July 1, 2015 through June 30, 2016, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing in accordance with paragraph 2.2.
 - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning July 1, 2015. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2016.
 - 2.2 Housing Rehabilitation CONTRACTS and Public Facilities & Improvement CONTRACTS.
 - 2.2.1 SUBRECIPIENT may be eligible to request additional funding up to the maximum set forth in the applicable FY 2015-16 Annual Action Plan if SUBRECIPIENT meets or exceeds any one of the Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in paragraph 23.3.3.

- 2.2.2 If additional funding is available for allocation to SUBRECIPIENT, SUBRECIPIENT and COUNTY shall first amend the *SUBRECIPIENT SCOPE OF SERVICES* component of this CONTRACT. Furthermore, SUBRECIPIENT shall demonstrate, to the satisfaction of DIRECTOR, that the required Performance Expenditure and Accomplishment Thresholds set forth in paragraph 25.3., will continue to be met before such extension and additional allocation shall be granted.
- 2.2.3 CONTRACT Extension (No Cost Extension)
- 2.2.3.1 The term of this CONTRACT and the provisions herein may be extended to cover an additional time period as specified herein.
- 2.2.3.2 The date for PROJECT completion and expenditure of all funds may be extended by the DIRECTOR without further action by the BOARD for a period not to exceed six (6) months from June 30, 2016. SUBRECIPIENT must notify the DIRECTOR in writing 45 days prior to June 30, 2016, if they are requesting an extension. For all extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.
- 2.2.3.3 CONTRACT extension provisions are not applicable to PROGRAM ADMINISTRATION activities.
- 2.3 Housing Rehabilitation CONTRACTS and Public Services CONTRACTS may be renewed on the same terms, conditions, and scope of services for up to two (2) individual consecutive one-year periods upon mutual written agreement by the COUNTY and SUBRECIPIENT.
- 3. Contingency of Funds:** SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
- 3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.
- 4. Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.
- 5. Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.

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

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

- 7. Breach of CONTRACT:** The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

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

Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

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

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

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

- 9. Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

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

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

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

For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.

- 13. Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.
- 14. SUBRECIPIENT's Project Manager and Key Personnel:**

SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there be a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

- 15. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.
- 16. County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- 16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
 - 16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - 16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
 - 16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

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

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a CONTRACT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a CONTRACT for services performed for that ... government entity either in or outside of California."

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

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

18. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY's needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.

19. SUBRECIPIENT's Responsibilities: The SUBRECIPIENT shall:

19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.

20. Business License: At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.

21. Substantial Amendments:

21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.

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

22. Payment Requirements:

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

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

22.3 Payment of Project Activities:

22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2013, and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit B., attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report ("GPR INFORMATION FORM") for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.

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

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

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

22.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.

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

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

SUBRECIPIENT shall be required to demonstrate to COUNTY its readiness to immediately initiate its Project upon execution of this CONTRACT by providing to the COUNTY documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as "A&E") contracts

with specific project timelines consistent with funding. By September 30 of contract term, SUBRECIPIENT shall provide COUNTY a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, SUBRECIPIENT shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that SUBRECIPIENT will meet the "Required Expenditure Thresholds" as set forth in paragraph 24.3.3. SUBRECIPIENT acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the SUBRECIPIENT.

23. Program Income

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

24. Performance:

- 24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.
- 24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.
- 24.3 The following "Performance Threshold" criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

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

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

- 24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- 24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *SCOPE OF SERVICES*, as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.
- 24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., *SCOPE OF SERVICES*, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.
- 24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.
- 24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

25. Performance Monitoring:

- 25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.

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

26. Disputes – CONTRACT:

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

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

- 27. Gratuities:** The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the

COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

- 28. Termination – Convenience of the COUNTY:** The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:

- 28.1 Stop work as specified in the notice of termination;
- 28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
- 28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
- 28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- 28.5 As directed by the assigned buyer transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY;
- 28.6 Complete performance of the work not terminated; and
- 28.7 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

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

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

The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid

because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

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

- 28.8 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
- 28.9 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

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

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

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

- 28.10 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;
- 28.11 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and
- 28.12 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.

If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.

The COUNTY may:

- 28.13 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and

28.14 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.

In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

29. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each Party will assist the other Party in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

30. Stop Work: The COUNTY may, at any time, by written stop work order to the SUBRECIPIENT, require the SUBRECIPIENT to stop all or any part of the work called for by this CONTRACT for a period of 90 days after the stop work order is delivered to the SUBRECIPIENT and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the SUBRECIPIENT shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the SUBRECIPIENT or within any extension of that period to which the parties shall have agreed, the COUNTY shall either:

30.1 Cancel the stop work order; or

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

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

- 30.3 The stop work order results in an increase in the time required or in the SUBRECIPIENT's cost properly allocable to the performance of any part of this CONTRACT; and
- 30.4 The SUBRECIPIENT asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the COUNTY decides the facts justify the action, the COUNTY may receive and act upon a proposal submitted at any time before final payment under this CONTRACT.
- If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination - Convenience of COUNTY," the COUNTY shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the COUNTY shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
- An appropriate equitable adjustment may be made in any related CONTRACT of the SUBRECIPIENT that provides for adjustment and is affected by any stop work order under this clause. The COUNTY shall not be liable to the SUBRECIPIENT for loss of profits because of a stop work order issued under this clause.
- If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

31. Federal Administrative Requirements:

31.1 Financial Management:

- 31.1.1 Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

31.2 Civil Rights

Compliance

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

31.2.2 Rehabilitation Act

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the

handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

31.2.3 Nondiscrimination in Employment and Contracting

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

31.3 Drug-Free Workplace:

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

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

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

31.3.2.1 The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

31.3.3.3 The SUBRECIPIENT has made false certification, or

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

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

31.5 Americans with Disabilities Act: SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government

Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

31.6 Employment Restrictions:

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

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

31.6.3 Employee Rights

Federal Minimum Wage

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

31.6.4 California Minimum Wage

31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

31.7 Hatch Act: SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

- 31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).
- 31.9 **Anti-Lobbying:** SUBRECIPIENT certifies that:
- 31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and
 - 31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and
 - 31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.
- 31.10 **Audits:** If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.
- Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.
- SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 Modifications/Transfers of Real Property:

- 31.11.1 Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.
- 31.11.2 SUBRECIPIENT shall ensure that any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
 - 31.11.2.1 Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by COUNTY, after expiration of the CONTRACT and close-out of SUBRECIPIENT's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,
 - 31.11.2.2 Disposed of in a manner which results in COUNTY being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph 31.11.2.1 above.

31.12 Labor Standards

- 31.12.1 SUBRECIPIENT agrees to contact COUNTY no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.
- 31.12.2 SUBRECIPIENT will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- 31.12.3 SUBRECIPIENT agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of CONTRACT work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. SUBRECIPIENT shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request.
- 31.12.4 SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all contractors engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this CONTRACT, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher rate under state or local laws SUBRECIPIENT shall insert provisions meeting the requirements of this paragraph in all such CONTRACTS.

31.12.5 In case where the Davis-Bacon Act applies, SUBRECIPIENT agrees to submit the Construction Bid Package for this project to DIRECTOR for modification, SUBRECIPIENT shall construct project in accordance with the approved Construction Bid Package.

31.13 California Labor Code Compliance

31.13.1 If Prevailing Wage laws apply, SUBRECIPIENT hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for COUNTY under this CONTRACT. SUBRECIPIENT herein agrees that SUBRECIPIENT shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.

31.13.2 Payroll Records

SUBRECIPIENT agrees that:

Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.

Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to COUNTY through the duration of this CONTRACT.

SUBRECIPIENT acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

31.14 Economic Opportunities

31.14.1 Compliance

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-subrecipients, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

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

"The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract

agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

32. Environmental Conditions:

- 32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.
- 32.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.
- 32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.
- 32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:
- 32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.
- 32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
- 32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.
- 32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.
- 32.6 **Lead-Based Paint:** SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this CONTRACT shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.
- 32.7 **Historic Preservation:** SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this CONTRACT.
- In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.
- 32.8 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

33. General Administration:

- 33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.
- 33.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently

labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.

33.3 Records to be Maintained: SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:

- 33.3.1 Records providing a full description of each activity undertaken;
- 33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- 33.3.3 Records required to determine the eligibility of activities;
- 33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- 33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- 33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

33.4 Client Data

- 33.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.
- 33.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

- 33.5 **Property Records:** SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.
- 33.6 **Close-Out:** SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.
- 33.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.
- 33.8 **Subcontracts:**
- 33.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts. For construction subcontracts, SUBRECIPIENT shall submit the Construction Bid Package to COUNTY for review and written approval by DIRECTOR or designee prior to advertising for bids and award for the construction contract. SUBRECIPIENT shall construct Project in accordance with the Construction Bid Package, which DIRECTOR approved, unless prior written approval is received from DIRECTOR for modification thereof.
- 33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.
- 33.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.
- 33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.
- 33.9 **Relocation:**
SUBRECIPIENT shall, in all matters relating to the project:
- 33.9.1 Take all reasonable steps to minimize displacement by providing tenants reasonable opportunity to lease and occupy dwelling units in the project being improved; and,
- 33.9.2 Submit to COUNTY a Plan outlining financial and advisory assistance in securing temporary housing for any eligible tenant who is temporarily or permanently relocated due to the project.
- 33.9.3 Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act/URA, 49 CFR Part 24 and 24 CFR 570.606 for persons displaced by the project; and

33.9.4 Have in effect and follow a residential anti-displacement and relocation plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in conjunction with any activity assisted with funding under the subject project.

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

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

For COUNTY:

County of Orange
OC Community Services
Housing & Community Development
1300 South Grand Avenue, Building "B" 3rd Floor
Santa Ana, CA 92705-4407

For SUBRECIPIENT:

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

36. Ownership of Documents: The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.

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

- 38. Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.
- 39. Errors and Omissions:** All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

General Terms and Conditions:

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

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, SUBRECIPIENT shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. SUBRECIPIENT warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SUBRECIPIENT agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination:** In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of

such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.

P. **Insurance:**

Insurance Provisions

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

CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this CONTRACT. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.

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

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

If CONTRACTOR's Professional Liability is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of the CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** SUBRECIPIENT shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. SUBRECIPIENT shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SUBRECIPIENT shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. Change of Ownership:** SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.
- U. Confidentiality:** SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.
- V. Compliance with Laws:** SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the

requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

- W. Freight (F.O.B. Destination):** SUBRECIPIENT assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. Intentionally left blank.**
- Z. Terms and Conditions:** SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the parties and this CONTRACT.
- FF. Authority:** The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The

SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTS performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTS for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

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

II. Audits/Inspections: CONTRACTOR agrees to permit the COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of CONTRACTOR for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

The COUNTY reserves the right to audit and verify the CONTRACTOR's records before final payment is made.

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

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

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

***CITY OF LAGUNA HILLS**

DocuSigned by:
By: Bruce E. Channing By: _____
C3F3A77313E14B6...
Name: Bruce E. Channing Name: _____
Title: City Manager Title: _____
Dated: 8/27/2015 Dated: _____

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

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

DS
JV

DocuSigned by:
By: Karen Roper Dated: 10/28/2015
~~Steve Franks~~, Director
OC Community Resources

**APPROVED AS TO FORM
COUNTY COUNSEL**

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

***Subrecipient**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

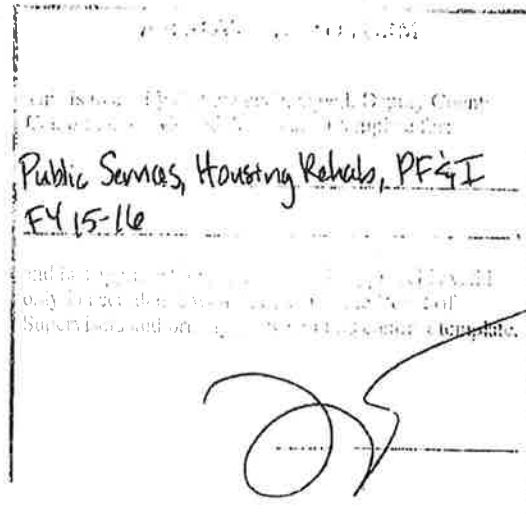
*For SUBRECIPIENTS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____	Dated: _____
Steve Franks, Director OC Community Resources	





ATTACHMENT A

1. **Scope of Services**

A. HUD Matrix Code / Activity:

03A Senior Centers / 570.201 (c)

B. Project Title:

Florence Sylvester Memorial Senior Center Rehabilitation

C. Program Description:

The City of Laguna Hills will use CDBG funds to repaint the interior and exterior of the building, grout and reseal tile throughout the Center, refinish all wood doors and cabinets, replace existing obsolete phone system, remove and replace existing carpet, and remove existing door on north side of building and replace with automatic door, thereby providing increased accessibility to the disabled elderly/frail elderly that utilize the Center.

D. Project Need:

The Florence Sylvester Memorial Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 300 elderly persons are served on a daily basis. This project is needed to increase the sustainability of the Center, to provide increased accessibility, and to decrease overall costs, thereby resulting in continued access to the Center for the elderly/frail elderly.

E. Low/Mod Neighborhood Preservation:

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.

F. Program Objectives and Outcomes Chart:

Activity

1. Construction
2. Construction
3. Construction

Outputs

- 1 Phone System
- 1 Automatic Door
- 1,500 sq. ft. of Carpet

Performance Objectives

1. Suitable Living Environment
2. Suitable Living Environment
3. Suitable Living Environment

Performance Outcomes

- Availability/Accessibility
- Availability/Accessibility
- Availability/Accessibility

CDBG National Objective: LMA 570.208 (a)(1)

Outcomes

- 1 Public Facility



ATTACHMENT B

Compensation/Payment

1. **COMPENSATION:**

This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **\$70,380.00** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

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

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

3. **PAYMENT TERMS:**

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

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

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

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. INVOICING INSTRUCTIONS:

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

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

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

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

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



ATTACHMENT C

1. SUBRECIPIENT's Cost Proposal**A. Administration and Program Cost Proposal**

Project Cost Budget Chart City of Laguna Hills – Florence Sylvester Memorial Senior Center Rehabilitation			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development	0	\$10,485	\$10,485
Acquisition	N/A	N/A	N/A
Construction	\$70,380	0	\$70,380
Total Project Cost	\$70,380	\$10,485	\$80,865

B. Detailed Project Cost Budget Description

There are two project activities associated with this project. Design/Project Development encompasses the project implementation and administration necessary in order to successfully complete this project. This activity is actively carried out in the City Manager's Office and includes contract administration, project development, and all other necessary oversight. The Construction project activity includes the following: repaint the interior and exterior of the building, grout and reseal tile throughout the Center, refinish all wood doors and cabinets, replace existing obsolete phone system, remove and replace existing carpet, and remove existing door on north side of building and replace with automatic door.



ATTACHMENT D

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

Complete and Submit – Initial Report due on or before July 1.

(Include name and classification).

	Name/Staff	Classification/Title
1	Melissa Au-Yeung	Project Manager: Assistant to the City Manager
2	Don White	Assistant City Manager/Finance Director
3		
4		
5		
6		
7		
8		
9		
10		

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

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

2. Project Administration

The program will be monitored and implemented by staff from the City of Laguna Hills from the City Manager's Office. The lead staff member implementing the project for FY 2015-16 has been responsible for the implementation of the City's past grant monies for

Contracts #14-22-0004, 613038, KC11981, KC10939, and KC09852. The experience of key administrators and other staff members throughout the City also includes experience monitoring past CDBG Housing Rehabilitation program funding. In addition, key administrators and staff members' experience includes over 36 years in Public Administration, 23 years in City Management experience, 11 years in Community Development.

3. Project Experience

The City of Laguna Hills has been the recipient of CDBG Public Facilities and Improvement grants in FY 2009-10, FY 2010-11, FY 2011-12 and FY 2012-13 and FY 2014-15 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.



ATTACHMENT E

1. **Project Schedule**

July 1 – CONTRACT Start Date

2. Tools to Measure Project's Effect –

Florence Sylvester Memorial Senior Center Rehabilitation

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
January 15th	50% of Contracted Amount Expended	\$35,190.00
	50% of Proposed Accomplishments Achieved	Design and/or installation
March 15th	70% of Contracted Amount Expended	\$49,266.00
	70% of Proposed Accomplishments Achieved	Construction and/or installation
April 15th	80% of Contracted Amount Expended	\$56,304.00
	80% of Proposed Accomplishments Achieved	Construction and/or installation

3. 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 have the flexibility to better meet the needs of the elderly population of the community.

EXHIBIT A

County of Orange Child Support Enforcement Certification Requirements

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful SUBRECIPIENT must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the SUBRECIPIENT has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that City of Laguna Hills is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # 15-22-0008 - PFI with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful SUBRECIPIENT may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement
Certification Requirements
(blank form)**

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the SUBRECIPIENT has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that City of Laguna Hills is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # 15-22-0008 - PFI with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

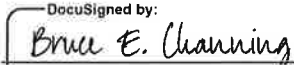
DocuSigned by:		
	Bruce E. Channing	City Manager
Authorized Signature	Print Name	Title

EXHIBIT B



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

Effective: July 1, 2010
Revised: April 3, 2015

PURPOSE:

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

EFFECTIVE DATE:

July 1, 2010

REVISION DATE:

April 3, 2015

REFERENCES:

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

BACKGROUND:

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

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

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

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

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

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

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

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

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

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

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- Susan Long: (714) 480-6532 or Susan.Long@occr.ocgov.com
- Eric Takanishi: (714) 480-6531 or Eric.Takanishi@occr.ocgov.com

Exhibit CU.S. Department of Housing
and Urban Development**Certification for
a Drug-Free Workplace**

City of Laguna Hills Contract # 15-22-0008 - PFI

Applicant Name

CDBG – Public Facilities & Improvements – Florence Sylvester Memorial Senior Center Rehabilitation

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Bruce E. Channing

Title
City Manager

Signature

DocuSigned by:

Date

X

Bruce E. Channing

8/27/2015

C3F3A77313E14B6

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & 3

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Not applicable

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			DocuSigned by: Signature: <u>Bruce E. Channing</u> Print Name: <u>Bruce E. Channing</u> Title: <u>City Manager</u> Telephone No.: <u>949-707-2610</u> Date: <u>8/27/2015</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT B
SCOPE OF WORK

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2015/2016
SCOPE OF WORK**

Description of Activities

The construction project will focus on the rehabilitation of the Florence Sylvester Memorial Senior Center. Eligible costs for reimbursement include: a) paint the interior and exterior of the building, b) grout and reseal tile throughout the building, c) refinish all wood doors and cabinets, d) remove and replace existing carpet and e) remove existing door on the north side of the building and replace with automatic door.

The project shall be performed in conformance with this Scope of Work, the Agreement Between The City of Laguna Hills and Age Well Senior Services, Inc., for Community Development Block Grant (CDBG) Public Facilities and Improvement Funds (Program Year 2015/2016) (hereinafter, "Agreement"), Contract No. 15-22-0008-PFI (entitled "Contract Between County of Orange and City of Laguna Hills for Public Facilities & Improvements Florence Sylvester Memorial Senior Center Rehabilitation "), and required County approvals therein. The Sub-recipient shall provide the oversight, administration and project management necessary to accomplish contracted activities in accordance with this Agreement, the County approved scope of Work, completion milestones (provided by County), State and Federal laws, applicable regulations, and authorities having jurisdiction.

Prior to the start of work:

(1) The construction project contemplated is a "public work", under California Labor Code Section 1720, and the Sub-recipient is required to adhere to prevailing wages requirements in accordance with State law. In addition, the Federal Labor Standards including Davis-Bacon prevailing wages shall apply. A current and appropriate Davis-Bacon wage decision approved by the County shall be included in the Construction Bid Package, along with HUD – 4010 form, "Federal Labor Standards Provisions".

(2) Prior to advertising for bids, the construction bid package for the rehabilitation work shall be submitted to the City for review and written approval by the County. A County representative shall be invited to a preconstruction conference to review Federal Labor Standards compliance procedures with the Sub-recipient and construction subcontractors.

(3) No costs shall be incurred prior to receipt of written certification of approval by County of the fulfillment of the requirements of Section XXI (Insurance) of the Agreement.

Project Budget

REHABILITATION PROJECT COST BUDGET	
Project Component	CDBG Funds
Paint the Interior and Exterior of the Building	\$ 25,000
Grout and Reseal Tile throughout the Building	\$ 12,500
Refinish All Wood Doors and Cabinets	\$ 15,000
Remove and Replace Existing Carpet	\$ 7,200
Remove Existing Door on North Side of the Building and Replace with Automatic Door	\$ 10,000
Total Project Cost	\$ 69,700

Milestones

MILESTONE DATE	MINIMUM REQUIRED EXPENDITURE THRESHOLD
January 15, 2016	50% of Contracted Amount Expended
March 15, 2016	70% of Contracted Amount Expended
April 15, 2016	80% of Contracted Amount Expended

Failure to achieve at least the 50% drawdown milestone, without a written exemption from the City, may cause any remaining balance in this Agreement to be reclaimed by the City, and will negatively affect future funding to Sub-recipient. Failure to achieve the 80% drawdown goal, without written exemption approved by the City, may cause any remaining balance in this Agreement to be reclaimed by the City.

Sub-recipient shall be required to complete and submit a Year End Grantee Performance Report Form by July 5, 2016.

Payment of Project Activities

On a quarterly basis and within fifteen (15) days of the end of a quarter, the Sub-recipient may invoice City for reimbursement of eligible costs. Concurrently with its request for the aforementioned funds, Sub-recipient shall submit to the City the following supporting documentation: Copies of paid invoices, receipts, certified payroll records, bank statements, canceled checks, attendance records, and other items adequate to document project expenditures. Sub-recipient shall also provide a Quarterly Performance Report, on a Grantee Performance Report Form, which addresses its level of performance for each activity undertaken relative to this Scope of Work. The City will not authorize reimbursement if any preceding quarter's reports or invoices are incomplete, or have not been submitted. In addition, if no request for reimbursement is submitted during any quarter during the term of the Agreement, a Grantee Performance Report Form shall be required from the Sub-recipient explain why no invoices were processed.

EXHIBIT C

24 Code of Federal Regulations Section 570.502

**TITLE 24–HOUSING AND URBAN DEVELOPMENT
SUBTITLE B–REGULATIONS RELATING TO HOUSING & URBAN DEVELOPMENT
CHAPTER V–OFFICE OF ASSISTANCE SECRETARY FOR COMMUNITY
PLANNING & DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
PART 570–COMMUNITY DEVELOPMENT BLOCK GRANTS
Subpart J–Grant Administration**

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 3

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 570.502 - Applicability of uniform administrative requirements.

Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development (Continued). CHAPTER V - OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER C - COMMUNITY FACILITIES. PART 570 - COMMUNITY DEVELOPMENT BLOCK GRANTS. Subpart J - Grant Administration.

§ 570.502 **Applicability of uniform administrative requirements.**

(a) Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in this paragraph:

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by § 570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

(b) Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in this paragraph:

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for § 84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§ 85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of § 84.24, CDBG subrecipients shall follow § 570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of § 84.32, CDBG subrecipients shall follow § 570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of § 84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in § 84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of § 84.61, CDBG subrecipients shall comply with § 570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for § 84.71, "Closeout Procedures."

[53 FR 8058, Mar. 11, 1988, as amended at 60 FR 1916, Jan. 5, 1995; 60 FR 56915, Nov. 9, 1995]

EXHIBIT D

24 Code of Federal Regulations Subpart K

**TITLE 24–HOUSING AND URBAN DEVELOPMENT
SUBTITLE B–REGULATIONS RELATING TO HOUSING & URBAN DEVELOPMENT
CHAPTER V–OFFICE OF ASSISTANCE SECRETARY FOR COMMUNITY
PLANNING & DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
PART 570–COMMUNITY DEVELOPMENT BLOCK GRANTS
Subpart K–Other Program Requirements**

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 3

Date: 2012-04-01

Original Date: 2012-04-01

Title: Subpart K - Other Program Requirements

Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development (Continued). CHAPTER V - OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER C - COMMUNITY FACILITIES. PART 570 - COMMUNITY DEVELOPMENT BLOCK GRANTS.

Subpart K—Other Program Requirements

Source: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

§ 570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in § 570.405 and § 570.440 with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§ 570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§ 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§ 570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decisionmaking, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “*displaced person*” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term “*displaced person*” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately

undertaken rehabilitation, demolition, or acquisition of real property, the term “*initiation of negotiations*” means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

§ 570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§ 570.610 Uniform administrative requirements and cost principles.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 ² (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

Footnote(s):

² See footnote 1 at § 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

§ 570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the

threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

§ 570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities*. “Covered activities” under this section means activities meeting the requirements of § 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage*. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance*. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected*. (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

EXHIBIT E

24 Code of Federal Regulations Section 570.200

**TITLE 24-HOUSING AND URBAN DEVELOPMENT
SUBTITLE B-REGULATIONS RELATING TO HOUSING & URBAN DEVELOPMENT
CHAPTER V-OFFICE OF ASSISTANCE SECRETARY FOR COMMUNITY
PLANNING & DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
PART 570-COMMUNITY DEVELOPMENT BLOCK GRANTS

Subpart C-Eligible Activities**

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 3

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 570.200 - General policies.

Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development (Continued). CHAPTER V - OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER C - COMMUNITY FACILITIES. PART 570 - COMMUNITY DEVELOPMENT BLOCK GRANTS. Subpart C - Eligible Activities.

§ 570.200 General policies.

(a) *Determination of eligibility.* An activity may be assisted in whole or in part with CDBG funds only if all of the following requirements are met:

(1) *Compliance with section 105 of the Act.* Each activity must meet the eligibility requirements of section 105 of the Act as further defined in this subpart.

(2) *Compliance with national objectives.* Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in § 570.208.

(3) *Compliance with the primary objective.* The primary objective of the Act is described in section 101(c) of the Act. Consistent with this objective, entitlement recipients, non-entitlement CDBG grantees in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that, over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under § 570.208(d)(5) or (6) for benefiting low- and moderate-income persons. For grants under section 107 of the Act, insular area recipients must meet this requirement for each separate grant. See § 570.420(d)(3) for additional discussion of the primary objective requirement for insular areas funded under section 106 of the Act. The requirements for the HUD-administered Small Cities program in New York are at § 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds and, accordingly shall be excluded from the calculation;

(ii) Funds deducted by HUD for repayment of urban renewal temporary loans pursuant to § 570.802(b) shall be excluded;

(iii) Funds expended for the repayment of loans guaranteed under the provisions of subpart M shall also be excluded;

(iv) Funds expended for the acquisition, new construction or rehabilitation of property for housing that qualifies under § 570.208(a)(3) shall be counted for this purpose but shall be limited to an amount

determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction or rehabilitation by the percent of units in such housing to be occupied by low and moderate income persons.

(v) Funds expended for any other activities qualifying under § 570.208(a) shall be counted for this purpose in their entirety.

(4) *Compliance with environmental review procedures.* The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

(5) *Cost principles.* Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with OMB Circulars A-87, "Cost Principles for State, Local and Indian Tribal Governments"; A-122, "Cost Principles for Non-profit Organizations"; or A-21, "Cost Principles for Educational Institutions," as applicable.¹ All items of cost listed in Attachment B of these Circulars that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Attachment A of such circulars and are otherwise eligible under this subpart C, except for the following:

Footnote(s):

¹ These circulars are available from the American Communities Center by calling the following toll-free numbers: (800) 998-9999 or (800) 483-2209 (TDD).

(i) Depreciation methods for fixed assets shall not be changed without HUD's specific approval or, if charged through a cost allocation plan, the Federal cognizant agency.

(ii) Fines and penalties (including punitive damages) are unallowable costs to the CDBG program.

(iii) Pre-award costs are limited to those authorized under paragraph (h) of this section.

(b) *Special policies governing facilities.* The following special policies apply to:

(1) *Facilities containing both eligible and ineligible uses.* A public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

(i) The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

(ii) The recipient can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are limited to those attributable to the eligible portion of the building or facility.

(2) *Fees for use of facilities.* Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which will have the effect of precluding low and moderate income persons from using the facilities, are not permitted.

(c) *Special assessments under the CDBG program.* The following policies relate to special assessments under the CDBG program:

(1) *Definition of special assessment.* The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

(2) *Special assessments to recover capital costs.* Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income.

(ii) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

(3) *Public improvements not initially assisted with CDBG funds.* The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

(i) The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

(ii) The installation of the public improvement meets a criterion for national objectives in § 570.208(a)(1), (b), or (c); and

(iii) The requirements of § 570.200(c)(2)(ii) are met.

(d) *Consultant activities.* Consulting services are eligible for assistance under this part for professional assistance in program planning, development of community development objectives, and other general professional guidance relating to program execution. The use of consultants is governed by the following:

(1) *Employer-employee type of relationship.* No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. In no event, however, shall such compensation exceed the equivalent of the daily rate paid for Level IV of the Executive Schedule. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

(2) *Independent contractor relationship.* Consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR 85.36, and are not subject to the compensation limitation of Level IV of the Executive Schedule.

(e) *Recipient determinations required as a condition of eligibility.* In several instances under this subpart, the eligibility of an activity depends on a special local determination. Recipients shall maintain documentation of all such determinations. A written determination is required for any activity carried out under the authority of §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

(f) *Means of carrying out eligible activities.* (1) Activities eligible under this subpart, other than those authorized under § 570.204(a), may be undertaken, subject to local law:

(i) By the recipient through:

(A) Its employees, or

(B) Procurement contracts governed by the requirements of 24 CFR 85.36; or

(ii) Through loans or grants under agreements with subrecipients, as defined at § 570.500(c); or

(iii) By one or more public agencies, including existing local public agencies, that are designated by the chief executive officer of the recipient.

(2) Activities made eligible under § 570.204(a) may only be undertaken by entities specified in that section.

(g) *Limitation on planning and administrative costs.* No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 507.206, respectively. Recipients of entitlement grants under subpart D of this part

shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.

(h) *Reimbursement for pre-award costs.* The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. For a Section 108 loan guarantee, the effective date of the grant agreement is the date of HUD execution of the grant agreement amendment for the particular loan guarantee commitment.

(1) Prior to the effective date of the grant agreement, a recipient may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:

(i) The activity for which the costs are being incurred is included, prior to the costs being incurred, in a consolidated plan action plan, an amended consolidated plan action plan, or an application under subpart M of this part, except that a new entitlement grantee preparing to receive its first allocation of CDBG funds may incur costs necessary to develop its consolidated plan and undertake other administrative actions necessary to receive its first grant, prior to the costs being included in its consolidated plan;

(ii) Citizens are advised of the extent to which these pre-award costs will affect future grants;

(iii) The costs and activities funded are in compliance with the requirements of this part and with the Environmental Review Procedures stated in 24 CFR part 58;

(iv) The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds;

(v) CDBG payment will be made during a time no longer than the next two program years following the effective date of the grant agreement or amendment in which the activity is first included; and

(vi) The total amount of pre-award costs to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or \$300,000.

(2) Upon the written request of the recipient, HUD may authorize payment of pre-award costs for activities that do not meet the criteria at paragraph (h)(1)(v) or (h)(1)(vi) of this section, if HUD determines, in writing, that there is good cause for granting an exception upon consideration of the following factors, as applicable:

(i) Whether granting the authority would result in a significant contribution to the goals and purposes of the CDBG program;

(ii) Whether failure to grant the authority would result in undue hardship to the recipient or beneficiaries of the activity;

(iii) Whether granting the authority would not result in a violation of a statutory provision or any other regulatory provision;

(iv) Whether circumstances are clearly beyond the recipient's control; or

(v) Any other relevant considerations.

(i) *Urban Development Action Grant.* Grant assistance may be provided with Urban Development Action Grant funds, subject to the provisions of subpart G, for:

(1) Activities eligible for assistance under this subpart; and

(2) Notwithstanding the provisions of § 570.207, such other activities as the Secretary may determine to be consistent with the purposes of the Urban Development Action Grant program.

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently

religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[53 FR 34439, Sept. 6, 1988, as amended at 54 FR 47031, Nov. 8, 1989; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56910, Nov. 9, 1995; 61 FR 11476, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 68 FR 56404, Sept. 30, 2003; 69 FR 32778, June 10, 2004; 70 FR 76369, Dec. 23, 2005; 72 FR 46370, Aug. 17, 2007]

EXHIBIT F

24 Code of Federal Regulations Section 85.43 and 85.44

**TITLE 24—HOUSING AND URBAN DEVELOPMENT
SUBTITLE A—OFFICE OF THE SECRETARY, DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
PART 85—ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE
AGREEMENTS TO STATE, LOCAL, AND FEDERALLY RECOGNIZED INDIAN
TRIBAL GOVERNMENTS**

Reports, Records, Retention, and Enforcement

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 1

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 85.43 - Enforcement.

Context: Title 24 - Housing and Urban Development. Subtitle A - Office of the Secretary, Department of Housing and Urban Development. PART 85 - ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS. Subpart C - Post-Award Requirements. - Reports, Records, Retention, and Enforcement.

§ 85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to debarment and suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude a grantee or subgrantee from being subject to 2 CFR part 2424 (see § 85.35).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 72 FR 73493, Dec. 27, 2007]

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 1

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 85.44 - Termination for convenience.

Context: Title 24 - Housing and Urban Development. Subtitle A - Office of the Secretary, Department of Housing and Urban Development. PART 85 - ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS. Subpart C - Post-Award Requirements. - Reports, Records, Retention, and Enforcement.

§ 85.44 Termination for convenience.

Except as provided in § 85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either § 85.43 or paragraph (a) of this section.

EXHIBIT G

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Sub-recipient shall procure and maintain insurance for the duration for this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Sub-recipient, its agents, representatives, subcontractors, or employees. If Sub-recipient fails to maintain insurance acceptable to the City for the full term of this Agreement, the City may terminate this Agreement. Prior to the commencement of work under this Agreement, Sub-recipient will file with the City (who shall forward to County) an original Certificate of Insurance and all required endorsements evidencing that coverage required by this Agreement and necessary to satisfy the insurance provisions of Contract No. 15-22-0008-PFI have been complied with and are in effect. Such insurance and the certificates will be kept on deposit with the City and County during the entire term of this Agreement.

In addition, all construction subcontractors performing work on behalf of Sub-recipient pursuant to this Agreement shall be covered under Sub-recipient's insurance or shall obtain insurance subject to the same terms and conditions as set forth herein. Sub-recipient shall require that any subcontractor working for Sub-recipient have the insurance required by this section and not allow subcontractors to work if the subcontractors have less than the level of coverage required by the City under this Agreement. Sub-recipient shall provide notice of the insurance requirements to every subcontractor and must receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Sub-recipient or subcontractor through the entirety of this Agreement for inspection by City and County representatives at any reasonable time

A. Minimum Limits of Insurance

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including all owned, non-owned, and hired	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Sexual Misconduct	\$1,000,000 per occurrence
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence

The City and County are to be added as an additional insured except for Workers' Compensation/Employers' Liability. (Endorsement must be attached to Certificate of Insurance).

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. Any deductible or self-insured retention (SIR) amount in excess of \$25,000 (\$5,000 for automobile liability) shall specifically be approved by the County's Executive Office/Office of Risk Management. Sub-recipient shall be responsible for reimbursement of any deductible to the insurer.

C. Acceptability of Insurers

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Insurance is to be placed with insurers with a minimum insurance company rating as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com of A- (Secure Best's Rating) and VIII (Finance Size Category). If the carrier is a non-admitted carrier in the State of California, the City and County retain the right to approve or reject carrier after a review of the company's performance and financial ratings.

D. Changes to Insurance

1. Insurance policy or policies shall not be changed, canceled, limited in scope of coverage or non-renewed until 30-days written notice had been given to the City and County of Orange/OC Community Services (Endorsement must be attached to Certificate of Insurance).

2. Any of the above insurance types may be increased or waived due to current insurance marketplace conditions, at the sole discretion of the City and County. In addition, the City and County retain the right to require additional insurance coverage as may be deemed appropriate to adequately protect the City and County. The requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks, which exist at the time a change in insurance is required.

3. The City shall notify Sub-recipient in writing of changes required in the insurance requirements. If Sub-recipient does not deposit copies of acceptable Certificates of Insurance and endorsements with the City within thirty (30) days of receipt of such notice, this Agreement may be in default without further notice to Sub-recipient, and City shall be entitled to all legal remedies.

E. Other Requirements

Each insurance policy required by this Agreement shall be endorsed to contain the following provisions:

All rights of subrogation are hereby waived against City and County, their respective elective and appointed officials, officers and employees when acting within the scope of their employment or appointment, and County and their Board or Commissions, which are governed by County Board of Supervisors. (Endorsement must be attached to Certificate of Insurance).

F. Verification of Coverage

Sub-recipient shall furnish the City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by the City before work commences. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms, as listed below. The City reserves the right to require Sub-recipient's insurers to provide complete, certified copies of all required insurances policies at any time.

Required ACORD Form
Notice of Policy Termination

Certificate of Liability Form 25-S(7/97)
Cancellation Section of ACORD Form 25S(7/97)
Words "endeavor to" deleted from standard wording.

Required Coverage Forms

Commercial General Liability

ISO Form CG 00 01; OR Or a substitute form providing coverage at least as broad

Business Automobile Liability

ISO Form CA 00 01, CA 00 05, CA 00 12, CA 00 02; Or a substitute form providing coverage at least as broad

Insurance information shall be submitted to:

City of Laguna Hills
General Government
Attn: Melissa Au-Yeung, Assistant to the City Manager
24035 El Toro Rd
Laguna Hills, CA 92653

For submittal also to:

County of Orange
OC Community Services
Attn: Contract Administration and Compliance
1770 North Broadway
Santa Ana, CA 92706-2642

G. Sub-Recipient Liability

The procuring of such required policy or policies of insurance shall not be construed to limit Sub-recipient's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 5 FOR LAGUNA HILLS COMMUNITY CENTER
SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 5, IN THE NET AMOUNT OF \$140,139.11, TO LEHMAN
CONSTRUCTION FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD
IMPROVEMENTS PROJECT, CIP NO. 240.

SUMMARY:

Work on the Laguna Hills Community Center Softball Field Improvements Project, CIP No. 240, began on July 20, 2015, and is being performed by Lehman Construction. Work performed in November and December included installation of shade cloth fabric for dugouts; installation of outfield wall and backstop padding; installation of bases, home plate and pitching rubber; planting and irrigation modifications; construction of concrete paving for an access ramp; and installation of electrical improvements. The contractor has submitted the fifth progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Lehman Construction, has submitted the fifth progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and Grubbing	0.05	LS	\$56,858.00	\$2,842.90

Progress Payment No. 5
Laguna Hills Community Center Softball
Field Improvements Project, CIP No. 240
January 12, 2016
Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
4	Sod planting at access ramp	2,750	SF	\$1.00	\$2,750.00
7	Construct 6" concrete paving for access ramp	2,224	SF	\$11.50	\$25,576.00
8	Construct concrete mow strip	57	LF	\$50.00	\$2,850.00
9	Construct handrail end condition	1	LS	\$475.00	\$475.00
23	Purchase and install aggregate base	85	CY	\$77.00	\$6,545.00
24	Purchase and install shade cloth fabric for dugouts	550	SF	\$3.80	\$2,090.00
25	Purchase and install 8' high outfield wall padding	555	LF	\$82.00	\$45,510.00
26	Purchase and install backstop padding	36	LF	\$76.00	\$2,736.00
27	Purchase and install bases, home plate & pitchers rubber	3	SETS	\$1,390.00	\$4,170.00
28	Planting modifications	1	LS	\$1,742.00	\$1,742.00
29	Irrigation modifications	1	LS	\$2,101.00	\$2,101.00
31	60 Day sod maintenance period	.33	LS	\$500.00	\$165.00
32	Purchase and provide portable pitcher's mound	1	EA	\$1,947.00	\$1,947.00
33	Outlet behind home plate	1	LS	\$5,908.00	\$5,908.00
CO#1	Change Order	1	LS	\$40,106.95	\$40,106.95

TOTAL TO DATE	\$792,132.33	
LESS PRIOR BILLING	\$644,617.48	
TOTAL THIS PERIOD	\$147,514.85	\$147,514.85
LESS 5% RETENTION		\$(7,375.74)
DUE		\$140,139.11

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Laguna Hills Community Center Softball Field Improvements Project, CIP No. 240.

Council Member Blount removed Item No. 3.3 from the Consent Calendar for clarification of an item listed on the Warrant Register.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$250,242.49, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

4. PLANNING AGENCY

Mayor Kogerman 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 8:30 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR NOVEMBER 24, 2015

THE PLANNING AGENCY APPROVED THE MINUTES OF THE NOVEMBER 24, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR SEDGWICK. APPROVED BY A VOTE OF 4-0 WITH AGENCY MEMBER BLOUNT ABSTAINING.

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 8:31 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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 12, 2016

TO: CHAIR AND AGENCY MEMBERS

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

ISSUE: CONDITIONAL USE PERMIT (CUP) NO. 1-15-3098, A REQUEST BY VERIZON WIRELESS TO ESTABLISH AND OPERATE A NEW WIRELESS COMMUNICATIONS FACILITY STEALTHED AS A EUCALYPTUS TREE AT 23300 SANTA VITTORIA DRIVE (APN 588-042-15) IN THE OS-1 ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 1-15-3098; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 1-15-3098, A REQUEST BY VERIZON WIRELESS TO ESTABLISH AND OPERATE A NEW WIRELESS COMMUNICATIONS FACILITY STEALTHED AS A EUCALYPTUS TREE AT 23300 SANTA VITTORIA DRIVE (APN 588-042-15) IN THE OS-1 ZONE."

SUMMARY:

Conditional Use Permit (CUP) No. 1-15-3098 is a request by Verizon Wireless, (the "Applicant") to establish and operate a new Verizon wireless communications facility (WCF) built to appear as a eucalyptus tree (a "monoecalyptus"). The project will consist of 12 panel antennas mounted to a 60-foot-tall monopole and includes ground equipment within a new enclosure in an open space area of an existing private park/recreation center in the Laguna Village condominium community located near Ridge Route Drive and Santa Vittoria Drive in North Laguna Hills. The proposed antenna will visually blend into the surrounding area and be camouflaged as a result of existing, mature trees and vegetation both on the subject property and in the immediate vicinity surrounding the property. There are no concerns over exposure to radio waves transmitted by the antenna since all equipment is required to operate within acceptable levels mandated by the federal government. Should the project be approved, the City of Laguna Hills would benefit by enhancing the existing coverage area for the residential community and other areas surrounding this site. Staff has included conditions of approval that will ensure that the

wireless communications facility will be a positive addition to the area and not a detriment to the park use or the surrounding residential properties as a result of the use.

Staff has reviewed the Development Code ("Code") requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety, and general welfare.

BACKGROUND:

Pursuant to Chapter 9-34 of the Code (OS-1 – Parks District) and the list of permitted and conditionally permitted uses found in Table 9-34.20 of the Code, communication facilities (including wireless communication facilities) are allowed in the OS-1 Zone and are subject to various regulations and criteria found in Chapter 9-58 (Communications Facilities) of the Code. Chapter 9-58 addresses the zoning review process, facility design, siting, and operational requirements for communication facilities. The Code criteria used to determine approval for communication facilities is primarily based on the location of a facility within an individual site and the aesthetic quality of the proposed facilities. These criteria ensure that facilities are constructed in a manner that maintains the aesthetic integrity of both residential and non-residential districts in the City. Chapter 9-58 also requires communication facilities to obtain a CUP.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, design, location, and operation of the proposed wireless communications facility:

Project Location and Setting

The subject property is approximately 4.25 acres, located on the northeast corner of Ridge Route Drive and Santa Vittoria Drive. The property is improved with a +/- 7,000 square foot clubhouse; a swimming pool; and basketball, tennis, and volleyball courts, owned and operated by the Laguna Village Owners Association for the use of Laguna Village residents. The subject property is surrounded by two-story condominiums (Laguna Village) all zoned Medium Low Density Residential (MLDR). Attachment 1 provides a vicinity map of the project site and the surrounding area. Attachment 2 provides an aerial image of the site and adjacent properties. In this aerial view mature trees, including eucalyptus, can be seen lining Ridge Route Drive and Caminito Luisito as well as a pocket of mature eucalyptus in the location of the planned monoeucalyptus. Attachment 3 provides photos of the mature trees that can be found both on-site and in the surrounding neighborhood. All of the on-site trees in the immediate area of the proposed monoeucalyptus are inventoried and described in a report by an arborist (Attachment 4). The site includes approximately 17 eucalyptus trees in the immediate vicinity of the monoeucalyptus as well as numerous other mature trees including jacarandas and

evergreen pears. The eucalyptus surrounding the proposed monoecalyptus location are 45-70 feet tall, consistent with the 60-foot height of the monoecalyptus. These on-site trees will work in concert with the mature trees in the surrounding area (as seen in Attachments 2 and 3), which provide screening and a backdrop of mature trees that will result in the proposed WCF blending into the surrounding area visually. Attachment 5 depicts a visual simulation of how the facility will look once constructed. The relationship between existing trees on and around the site and the facility is also represented.

Project Design

The proposed communication facility consists of a 60-foot-tall monopole, which will be built to appear as a eucalyptus tree, with 12 panel antennas and other small related equipment. According to the Applicant, the project will enhance Verizon's coverage and network capacity in north Laguna Hills which is currently lacking. Ground equipment includes equipment cabinets and a diesel emergency generator located within a 450 square-foot equipment enclosure. The enclosure will be constructed of cement block (split-faced, as specified in Condition 22) to match existing CMU walls found on the site. The roof of the enclosure will be shingled to match the building on the site. Additionally, the project includes planting climbing vines around the proposed enclosure to partially screen the facility and enhance the aesthetics. The proposed location/placement and design of the antenna structure as a eucalyptus tree will help the antenna pole to blend into the surrounding area and camouflage the antenna where eucalyptus and other mature trees exist as depicted in Attachment 5.

The area where the communication facility is proposed includes hundreds of mature trees, including eucalyptus. The eucalyptus on the subject site vary in height from 45-70 feet. The wireless communications facility is designed to blend in to the context of the area's existing surroundings and site characteristics. Given that the antenna is camouflaged to appear as a eucalyptus tree, and the proliferation of existing mature trees throughout the area, its visual impacts are reduced. The equipment enclosure at the base of the tree will be constructed to match the existing improvements on the subject site. Additionally, the equipment enclosure will be screened by climbing vines to partially screen the facility and enhance the aesthetics.

Staff notes the maximum commercial building height limit in the OS-1 zone is 35 feet, and at 60 feet the proposed antenna height is well in excess of the City's development standard. However, the City's Communication Facilities ordinance allows antennas to exceed the maximum height allowed within the zoning district with the approval of a CUP. Pursuant to Section 9-58.040(E) of the Code, antenna height shall conform to the height limit of the zoning district or as otherwise approved through a CUP. This regulatory approach allows the City to place conditions of approval on wireless communications facilities, such as requirements for landscaping and landscape maintenance, to ensure visual impacts caused by taller structures are reduced or eliminated. This approach has helped facilitate the deployment of wireless technology within the community, which is

identified as a desirable objective in the City's current General Plan. In order to meet the requirements of this approach, WCFs must be sited in a manner where improvements are screened from public view by existing buildings or landscaping. WCFs must also use placement, screening, and camouflage, and other site characteristics to ensure compatibility between a proposed WCF and existing improvements. The proposed WCF relies on existing mature trees (on and off-site) to accomplish these requirements. In addition, the WCF itself is clad with artificial "bark" and branches and leaves so that it blends with the natural setting and the existing mature trees on the site and in the surrounding neighborhood.

Antenna Siting Analysis

Coverage maps provided by the Applicant indicate a large signal gap where Verizon is incapable of providing proper signal strength and data service to customers. This gap generally exists along Ridge Route Drive from Moulton Parkway to Laguna Canyon Road, as depicted on Attachment 6. The location of the project is such that information provided by the Applicant indicates that the proposed use will fill a gap in coverage in the North Laguna Hills area, and that the proposed antenna is at the height necessary to achieve adequate coverage. Staff notes the site is identified as "Vittoria" in Attachment 6.

The location of the proposed WCF in an open space area is ideal in that it is able to provide coverage to the residential neighborhood without being placed on residentially zoned property. The proposed facility is surrounded on all sides by the Laguna Village condominium community with the single-family residential neighborhood of Laguna Terrace approximately 650 feet to the south. There are limited opportunities to site WCFs in residential areas such as this. There are commercially zoned properties approximately 1,800 feet to the east of the proposed facility; however, if the facility were moved this far east the benefit to the residential areas previously described would be minimal. Moving to the west would put the facility in an undeveloped wilderness area where there would be less benefit to the provision of, or enhancement of, cell reception and service. To the north or south there are limited, if any, siting options that are not directly on residential property.

Health and Safety

The health risks associated with the public's exposure to radio frequency (RF) energy has been an area of public debate with the increase in the public's use of mobile devices and the proliferation of mobile technology and its supporting infrastructure such as wireless antennas. The following information was taken from the FCC's website (<https://www.fcc.gov/guides/human-exposure-rf-fields-guidelines-cellular-and-pcs-sites>):

"In 1996, the FCC adopted updated guidelines for evaluating human exposure to RF fields from fixed transmitting antennas such as those used for cellular and PCS cell sites. The FCC's guidelines are identical to those

recommended by the National Council on Radiation Protection and Measurements (NCRP), a non-profit corporation chartered by Congress to develop information and recommendations concerning radiation protection. The FCC's guidelines also resemble the 1992 guidelines recommended by the Institute of Electrical and Electronics Engineers (IEEE), a non-profit technical and professional engineering society, and endorsed by the American National Standards Institute (ANSI), a nonprofit, privately-funded membership organization that coordinates development of voluntary national standards in the United States.

In the case of cellular and PCS cell site transmitters, the FCC's RF exposure guidelines recommend a maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. This limit is many times greater than RF levels typically found near the base of cellular or PCS cell site towers or in the vicinity of other, lower-powered cell site transmitters. Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that, in order to be exposed to RF levels near the FCC's guidelines, an individual would essentially have to remain in the main transmitting beam and within a few feet of the antenna for several minutes or longer. Thus, the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote."

To further indicate the site's compliance with FCC guidelines concerning the public's exposure to RF levels generated by this site, the Applicant has submitted a "Pre-Installation FCC Compliance Assessment" analyzing the proposed antenna's RF energy emissions dated July 27, 2015. The report indicates that the general population will not be exposed to RF energy levels in excess of limits recommended by the FCC. Section 4 of Attachment 7 summarizes the findings of the report.

Given that the height of the panel antennas that will be transmitting RF energy occur around 51 feet, and there are no occupied structures occurring at the panel height within close proximity to the antenna structure directly in front of any transmitting beams, staff has no concerns that the use will result in any adverse impacts to the public as a result of RF emissions emanating from the site. The nearest residential structures are 182 feet to the west on Caminito Luisito. The top of these structures are about 28 feet below the height of the antenna panels.

The Federal Telecommunications Act (FTA) prohibits the Planning Agency from denying or regulating the placement and construction of WCFs on the basis of environmental effects of WCF frequency emissions, to the extent that such facilities comply with FCC regulations concerning acceptable frequency emissions. Pursuant to federal law, the Planning Agency cannot consider RF emissions to the extent that they do not exceed the parameters set by the FCC. Relying on potential health effects as a basis for denial or

local regulation through the City's land use and planning process is impermissible under the FTA (Section 332 of the Federal Telecommunications Act (47 USC Sect. 152 *et seq.*)

The FTA provides, in relevant part, as follows:

"No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

Recommended Conditions of Approval

In addition to the City's standard conditions of approval, staff recommends the following special conditions to ensure the use and related improvements do not negatively impact surrounding properties, or the general North Laguna Hills area:

- Condition 17 requires the Applicant/Property Owner to maintain the proposed communications facility in a "like new" condition and to replace camouflaging design elements and materials applied to the monopole such as branches, bark, or antenna covers that may in the future become worn, defective, faded or damaged.
- Condition 19 prohibits the Applicant/Property Owner from either tree topping, over pruning, or removing any existing, mature trees or other existing landscaping on the subject property without the prior written approval of the Community Development Director, and further requires any trees authorized by the City for removal to be replaced by the Applicant/Property Owner. This condition ensures that pre-existing natural landscape screening and camouflaging will always be present on the subject property to offset the visual impact of the proposed +/- 60 foot tall antenna structure.
- Condition 20 requires the Applicant/Property Owner to replace any existing, mature trees or existing landscaping that may in the future become ineffective at providing the necessary landscape screening and camouflage for the proposed antenna structure or the equipment enclosure.
- Condition 21 requires that work performed on the site avoid, to the extent feasible, the "tree protection zone" (TPZ) as defined in the Arborist Report, Attachment 4. Any work, such as trenching, done within the TPZs defined in the Arborist Report must be done in accordance with the recommendations set forth on page 4 of the Report, including that work be observed by a qualified arborist and completed with hand tools. This condition ensures that the natural landscape screening existing at the site will not be damaged or destroyed by the installation of the WCF.

The Federal Communications Commission (FCC) "Shot Clock Rule"

Federal Regulations adopted in 2009 and amended in 2014 designate specific time periods under which local agencies must review applications for WCFs. For this application, which is a new stand-alone facility, the City must process the Applicant's request for a CUP within 150 days from the date staff has determined that Applicant has provided all information needed for the Planning Agency to review the request and render a decision on the project. Staff determined the application was "deemed complete" on December 3, 2015. Should the Planning Agency render a decision on this project at its January 12, 2016 meeting, the City will have acted well within the 150-day review requirement prescribed by the FCC's Shot Clock Rule.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the new Verizon Wireless communications facility. The use, as well as all physical modifications will be contained within the existing site and will not affect the function of the property as a private park and recreation facility. Further, the WCF improvements will be well camouflaged and blend into the visual character of the area as a result of the antenna's location and proposed design as a eucalyptus tree, and all associated equipment will be within the proposed equipment enclosure. In addition, conditions of approval require the Applicant to maintain the WCF improvements and existing, mature trees and landscaping on the subject property in such a condition that there will be no impairment of the visual quality and character of the area resulting from the construction of the WCF improvements.

PUBLIC COMMENT:

A total of 854 public hearing notices were mailed, including all property owners on parcels within a 300-foot radius of the subject property. To date, one general inquiry has been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with CEQA and determined that this project is categorically exempt from CEQA pursuant to Section 15303 and 15311 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures and Class 11, Accessory Structure) exemptions. These exemptions are applicable to the construction of new, small structures and equipment accessory to an existing use.

FISCAL IMPACT:

None

ATTACHMENTS:

- Attachment 1 – Vicinity Map
- Attachment 2 – Aerial View
- Attachment 3 – Area Photographs
- Attachment 4 – Arborist Report
- Attachment 5 – Photo Simulations
- Attachment 6 – Coverage Maps
- Attachment 7 – Site Compliance Report
- Attachment 8 – Resolution of Approval
- Attachment 9 – Letter of Justification
- Attachment 10 – Plans



Attachment 1

Vicinity Map

Attachment 1: Vicinity Map





Attachment 2

Aerial Photo

Attachment 2: Aerial Overview





Attachment 3

Site Photos

Attachment 3 – Site and Vicinity Photographs



1. View of antenna location from sand volleyball courts looking west. Antenna will be between the grouping for three eucalyptus and the tennis court fence, beyond.



2. View from Caminito Luisito across park to antenna location.



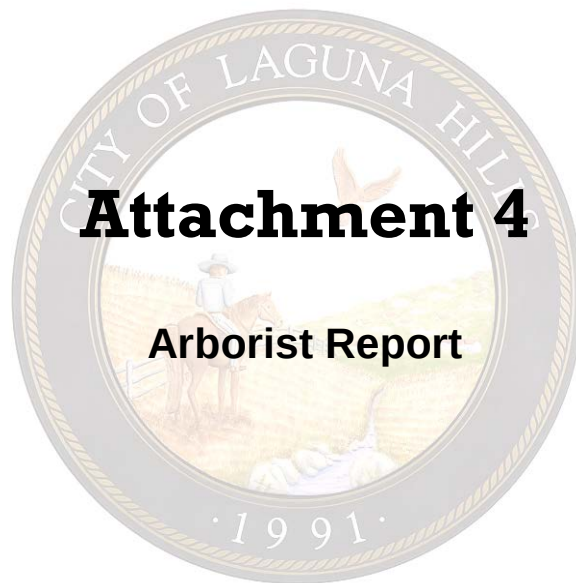
3. Mature trees lining north side of Ridge Route, approaching the Laguna Village Owners Association park from the east.



4. Trees on slope on south side of Ridge Route across from the Laguna Village Owners Association park.



5. Trees lining Santa Vittoria Street looking north from Laguna Village Owners Association park.



Attachment 4

Arborist Report

RECEIVED
AUG 25 2015
CITY OF LAGUNA HILLS

Tree Report

Site:

Verizon Wireless
Vittoria
23300 Santa Vittoria Drive
Laguna Hills, California 92653

Prepared for:

Attention: Erum Ahmed
Core Development Services
2749 Saturn Street
Brea, California 92821

Prepared by:

Kay J. Greeley
Board Certified Master Arborist WE-1140B
284 Valley Gate Road
Simi Valley, California 93065
(805) 577-8432

Date:

August 13, 2015

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Tree Report

*Verizon Wireless
Vittoria
23300 Santa Vittoria Drive
Laguna Hills, California 92653*

INTRODUCTION

This Tree Report was prepared at the request of Erum Ahmed, Zoning Manager at Core Development Services, on behalf of Verizon Wireless. Verizon Wireless desires to install telecommunications equipment at the site designated as "Vittoria", located at 23300 Santa Vittoria Drive, Laguna Hills, California.

The area in the immediate vicinity of the proposed telecommunications equipment installation contains 43 mature trees. The City of Laguna Hills requested an analysis of the potential direct impact to these trees as part of the required application process.

The purpose of this Tree Report is as follows:

- Document findings related to a field inventory and ground-level visual analysis of the subject trees, including photographs and a tree location map.
- Analyze potential impacts to the subject trees that might result due to the proposed telecommunications equipment installation.
- Present recommendations with respect to protection of the subject trees during construction activities, as well as any treatments that would serve to improve or promote their health.

This report was prepared in accordance with both standards and best management practices promoted by the International Society of Arboriculture.

SCOPE OF WORK

The scope of work included a ground level field observation of the cultural and physical conditions of 43 mature trees. Pertinent data was recorded by associate Certified Arborist Thomas Juhasz on June 23, 2015 and June 26, 2015. Significant data is summarized in Appendix A and a photograph for reference and record purposes is included in Appendix C. A Tree Location Map is included in Appendix D. This map was prepared using the project construction drawings as provided by Core Development Services on July 28, 2015.

The tree locations were determined per the underlying Site Plan survey supplemented by field observations. All information provided by the preparer is certified to be true and correct as of the date of the field observations. All mature trees that might be impacted within the vicinity of the proposed project were inventoried.

A summary of the tree species inventoried by quantity was as follows:

Species		Quantity
Scientific Name	Common Name	
<i>Jacaranda mimosifolia</i>	Jacaranda	24
<i>Corymbia maculata</i>	spotted gum	17
<i>Pyrus kawakamii</i>	evergreen pear	2
Total		43

TREE CHARACTERISTICS AND SITE CONDITIONS

A 1-1/4 inch diameter metal tag stamped with the tag number shown on the Tree Location Map was attached to the north side of each of the subject trees. The inventory includes all mature trees within the vicinity of the proposed telecommunications equipment installation project; specifically those trees that could experience direct construction impacts as a result of the project.

The range of the tag numbers used was '1' through '43'. The trees are located along Santa Vittoria Drive and Ridge Route Drive, to the east, west and south of the tennis courts and in front of the entry to the Park and Recreation Building, as shown on the tree location map in Appendix D. It appears that the trees were generally planted to screen the tennis courts from the street and the property to the east.

The trees generally appear to exhibit average vigor. Details with respect to species, diameters and number of trunks, overall canopy dimension, height, form, age class, vigor, and any significant defects of note are provided for each tree in Appendix A.

TREE HEALTH AND DEFECTS

As noted in the table above, the majority of the trees in the inventory are jacaranda trees. Canopy density for most of these trees and the eucalyptus trees is slightly sparse. The property owner should be encouraged to deep water the trees as long as the current drought persists, especially if water to the surrounding turf is reduced.

Tree #19 exhibits co-dominant scaffolds with included bark. This issue should be addressed through proper structural pruning when deemed warranted. Large branch failures can occur in such situations, with the potential to cause significant damage to persons and property. The tree should be regularly monitored for safety purposes.

IMPACT ANALYSIS AND SPECIFIC RECOMMENDATIONS

A tree's Critical Root Zone (CRZ) is the area surrounding the trunk of a tree that contains roots essential for tree health and stability. A Tree Protection Zone (TPZ) is an arborist-defined area surrounding the trunk intended to protect roots and soil within the CRZ and beyond, to insure future health and stability. Various methods are used to establish the

TPZ and are often a function of the tree's dripline (the area beneath the canopy of the tree). Leaning trunks, certain forms of trees, trees with small or suppressed canopies, and trees with large rooting areas (often caused by infrastructure or geological factors in the area) introduce complexity in determining a recommended TPZ because the dripline of the canopy may not incorporate an adequate amount of the root zone for successful preservation during construction.

A minimum Tree Protection Zone (TPZ) was established for each tree based on the species, age and size of each specimen in accordance with the Best Management Practices for Managing Trees during Construction as published by the International Society of Arboriculture, 2008. Relatively healthy gum trees and jacaranda trees have a moderate tolerance to construction activities. Insufficient data exist concerning the tolerance to construction activities for evergreen pear trees therefore relatively healthy evergreen pear trees should be treated as if they have a low tolerance to construction activities.

The minimum recommended TPZ for the gum and jacaranda trees is 12 inches of radius surrounding the trunk for each inch of trunk diameter. For example, the recommended TPZ surrounding a tree having a diameter of 10 inches would be 12 times that, for a radius of 120 inches or 12 feet. Similarly, the minimum recommended TPZ for the evergreen pear trees is 15 inches of radius surrounding the trunk for each inch of trunk diameter. For a 10-inch diameter tree, the recommended TPZ would therefore be a radius of 150 inches or 12.5 feet.

Using the above data and considering the species, canopy dimensions, age and trunk diameter, a recommended TPZ was established for each tree. The recommended TPZ is illustrated as a dashed line surrounding each tree on the Tree Location Map in Appendix C. The recommended TPZ includes a five-foot buffer zone around the canopy of each tree to avoid impacts to branches and also considers the above-described Best Management Practices.

The proposed plan indicates the following potential direct impacts:

- The proposed route of the underground telecommunications run starts at an existing pedestal on Santa Vittoria Drive, at the corner of Santa Vittoria Drive and Camino Jalisco. Equipment mobilization and trenching operations could directly impact trees #41 through #43 and trees #7 through #13. Portions of the trenching route lie within the TPZ of these trees, whereas others are very close to the route.

Ideally, underground utilities should be routed outside of the TPZ whenever feasible. If underground utilities must be routed within the TPZ due to geographical considerations, easements or other constraints, at least two methods of installation should be considered.

First, underground boring should be used where feasible. This method allows the underground utilities conduit to pass beneath the major structural roots of the trees and generally results in minimal to no direct impact provided the utilities can be installed at least three feet below the surface. The second method is to use hand tools and carefully trench through the TPZ, preserving significant roots. This method generally requires a qualified arborist to monitor the work and to advise whether a root that is encountered should be preserved or if it can be excised.

- The proposed project area to contain a 60-foot tall mono-eucalyptus falls within the TPZ for tree #40. Tree #13 would be moderately affected by the construction of the CMU structure around the proposed lease area. Trees #13 through #26 and #40 are within and immediately adjacent to the proposed antenna lease area. Installation of the pole and the "branches" of the mono-eucalyptus could be in direct conflict with these trees. If technically feasible, the pole location should be moved approximately 25 feet to the north, into the clearing among the tree canopies as depicted on the map in Appendix D. This measure would minimize direct conflict with existing tree branches, thus minimizing the need for any pruning to create clearance for the mono-eucalyptus.

The foundation for the pole is not yet available and should be carefully considered. It is likely that any excavation for the base will encounter existing tree roots. A qualified arborist monitor should be on site during this portion of the work to assess whether excising of any such roots could result in a decline in health or stability of the surrounding trees. Any such work should be performed by hand to insure the least-possible disturbance.

Proper implementation of the above recommendations should enable the project to be constructed as proposed without sustaining long term direct impacts to the subject trees.

GENERAL RECOMMENDATIONS

The following general recommendations should be followed to establish and maintain a healthy cultural environment for the mature trees on the site and are in addition to the specific recommendations provided in the previous section.

WORK WITHIN THE TREE PROTECTION ZONE

As previously noted the TPZ is a defined area surrounding a tree. It includes all area within the dripline of the tree, plus five feet (5') beyond the dripline. It may extend further depending on the species, size and maturity of an individual tree. Given the potential sensitivity of trees to direct construction impacts, great care must be taken when work is conducted within the TPZ. Specifically:

Observation -- All work conducted within the TPZ should be performed within the presence of a qualified arborist. This will help to insure that work is performed in a manner that will not harm the tree.

Notice -- A minimum of 48 hours notice should be provided to the project arborist prior to the planned start of work. The notice will insure that the project receives the highest possible scheduling priority and avoid delays.

Hand Tools -- All work should generally be accomplished with the use of hand tools only. Except under special circumstances, tractors, backhoes and other vehicles cannot be operated in a manner that will preserve major tree roots, minimize soil compaction, and insure the safety of both the vehicle operator and the tree.

Certification -- All work conducted within the TPZ should be certified by the project arborist. This certification will provide any recommended follow-up measures and provide recommendations for long-term monitoring if deemed appropriate.

WORK OUTSIDE OF THE TREE PROTECTION ZONE

To protect trees within the vicinity of major construction, trees should be temporarily fenced at the edge of the TPZ prior to the beginning of construction operations on a site. The fence should be constructed of chain link material or orange safety fence. The project arborist should be contacted to develop a fencing plan. Fences should be in place prior to equipment mobilization onto the site. The fences may need to be opened temporarily to allow for approved construction. Such work should always be performed in the presence of the project arborist.

PLANTING WITHIN THE TREE PROTECTION ZONE

Planting within the TPZ mature trees is generally discouraged. Ideally, the natural leaf litter should be allowed to collect beneath the tree, creating a natural mulch and fertilizer. If planting is necessary or the natural leaf litter is removed, the following should be considered:

Plant Material -- Only compatible plantings should be utilized.

Irrigation -- No spray-type irrigation systems should be used within the TPZ. It is important that sprinkler systems do not throw water against the trunk of a tree. A continuously wet soil condition near the root crown (the area where the tree trunk meets the ground) favors the growth of predatory disease organisms. The two most prominent organisms in southern California are avocado root rot (*Phytophthora cinnamomi*) and oak root fungus (*Armillaria mellea*). At a minimum, all spray irrigation should be kept at least 15 feet from the trunk to prevent drift onto the root crown.

Resistant Varieties -- Avoid plants that are susceptible to either avocado root rot or oak root fungus. Avoiding plants susceptible to these diseases will also help to keep the diseases in a dormant state. Consult publications by the University of California Cooperative Extension for plant lists.

Mulch -- Place a three-inch thick layer of organic mulch throughout the TPZ of each tree after construction operations are complete. Aesthetically pleasing options include crushed walnut hulls and shredded bark. These mulches are beneficial when the natural leaf litter is not available, minimizing evaporation, moderating temperature and providing weed control.

TREE MAINTENANCE AND PRUNING OPERATIONS

Most trees require very little pruning, with the exception of periodic deadwooding. However, if a tree has a major defect, the employment of proper pruning practices may be more desirable than the uncontrolled damage that could otherwise occur. Always consult qualified professionals for advice.

Ornamental or Aesthetic Pruning -- Removal of live tissue for the purpose of altering the appearance of a tree is generally not desirable. Activities such as thinning out, heading up, or other similar practices contribute to the onset of insect and disease attacks.

Deadwooding -- Removal of dead tissue, regardless of size, may usually be performed without adversely impacting the health of a tree. All pruning should follow standards endorsed by the International Society of Arboriculture.

Other Pruning Operations -- Branches that are considered to be unsafe due to decay, cavities, cracks, physical imbalance, fire damage, disease, or insects should be referred

to a qualified arborist for evaluation, especially if the branches exceed two inches in diameter.

Cavities and Hollows -- Cavities and hollows should be kept free of loose debris. Some contain decayed wood; these should generally be referred to a qualified arborist for treatment. Concrete or other materials should not be used to seal or fill in cavities or hollows. These materials create a haven for diseases and insects over time. Openings may be covered with screening to prevent debris build-up and habitation by bees.

Wound Seal -- Pruning wounds should generally not be sealed with any type of compound. Over time, these materials crack and create entry points for disease and insects. A proper pruning cut will heal naturally over a short period of time.

WATERING AND FERTILIZATION

Winter rains should be sufficient to provide the water needed for trees in natural areas. Trees in landscaped areas will usually receive enough water from adjacent plantings. If it is suspected that a tree is in need of supplemental water, contact the project arborist for advice.

Watering -- If supplemental water is required, use a water probe, such as a "Ross Root Feeder" to apply the water. Alternatively, a low volume soaker hose could be utilized. Apply the water at various locations, just outside the dripline of the tree. A total of 15 to 20 hours of low-volume application should suffice. Repeat this watering cycle every one to two months as needed.

Fertilization -- Fertilizer can be applied along with the water. A total of 0.75 pound of actual nitrogen per inch of trunk diameter per year is a basic rule-of-thumb. However, ask a local certified nurseryman for a specific recommendation and follow the manufacturer's directions carefully. Over-fertilization can be deadly and is generally not required for most trees.

Aeration -- Ventilation of the root system can be very beneficial in areas where soil has been compacted. Hand dig holes six inches in diameter to a depth of two feet. Do not cut any roots in excess of one inch in diameter. Dig the holes two feet on center, in concentric circles around the trunk, throughout the dripline. If possible, add holes outside of the dripline. Fill the holes with an organic matter. If natural leaf litter is not available, organic mulch will be beneficial. This organic matter will be decomposed, producing a year-round source of fertilizer for the tree.

DISEASES AND INSECTS

Effective pest control starts with regular observation by the property owner. Issues such as abnormal leaf drop, oozing sap, and discolored or dying leaves indicate that something has changed and expert inspection is required. Property owners should be very careful when using pesticides around trees. Herbicides should never be utilized within 100 feet of a mature tree unless applied by a certified pesticide applicator. Misuse of these compounds can lead to the death of beneficial organisms or even to the death of the tree.

GRADE CHANGES

Any change to the grade at the root crown of a tree can have a negative impact. As little as six inches can lead to the death of the tree. Drainage patterns should be maintained to prevent water from flowing and ponding at the base of a tree. If excess material builds

up at the root crown, use a small shovel to remove the excess soil and debris. The flare at the root crown should just be visible.

INSPECTION

Trees should be inspected on a periodic basis by a qualified arborist. The inspection basis should be determined by the relative hazard value of the tree. For example, trees surrounding a high-use business should be inspected on a quarterly basis, whereas trees located within a low-use open space might only require bi-annual inspection. It is the responsibility of the property owner to establish and implement an appropriate inspection schedule upon the recommendation provided by the qualified arborist.

WARRANTY

The trees discussed herein were generally reviewed for physical, biological, functional, and aesthetic conditions. This examination was conducted in accordance with presently accepted industry procedures: an at-grade, macro-visual observation only. No extensive microbiological, soil/root excavation, upper crown examination, nor internal tree investigation was conducted and therefore, the reportings herein reflect the overall visual appearance of the trees on the dates reviewed. No warranty is implied as to the potential failure, health or demise of any part or the whole of the trees described in this report.

Clients are advised that should physical or biological concerns be evidenced for the specimen within this report, prudent further investigation, detailed analysis or remedial action may be required.

As living organisms, plants continually exhibit growth and response to environmental changes that influence the development, health and vigor of the specimen. These influences may not be externally visible and may be present or develop over various time periods depending on the site conditions.

It is recommended that due to the general nature of plant development and continued environmental and physical influences on vegetation at a specific site, regular monitoring by a qualified arborist is scheduled.

Locations of property lines or the exact tree location, site amenities, structures or easements are assumed to be as illustrated on any enclosed maps. They are a composite of information provided by the client, records of fact and/or on-site field review. No investigation was made to verify these conditions.

This report represents the independent opinion of the preparer and was conducted per the client's scope of request. The report is therefore limited to the extent described herein.

APPENDIX A – TREE INVENTORY

MATURE TREE INVENTORY

Tree Number	Species		Canopy (feet)	Height (feet)	Age	Form	Vigor	Defects
	Scientific Name	Common Name						
1	<i>Jacaranda mimosifolia</i>	jacaranda	15	20	30	mature	generally symmetric	average
2	<i>Jacaranda mimosifolia</i>	jacaranda	11	15	25	mature	generally symmetric	average
3	<i>Jacaranda mimosifolia</i>	jacaranda	13	20	30	mature	generally symmetric	average
4	<i>Jacaranda mimosifolia</i>	jacaranda	12	12	30	mature	generally symmetric	average
5	<i>Jacaranda mimosifolia</i>	jacaranda	17	20	35	mature	generally symmetric	average
6	<i>Jacaranda mimosifolia</i>	jacaranda	15	15	35	mature	generally symmetric	average
7	<i>Jacaranda mimosifolia</i>	jacaranda	10	12	20	semimature	minor asymmetry	average
8	<i>Jacaranda mimosifolia</i>	jacaranda	16	15	30	mature	minor asymmetry	average
9	<i>Jacaranda mimosifolia</i>	jacaranda	16	15	30	mature	generally symmetric	average
10	<i>Jacaranda mimosifolia</i>	jacaranda	16	25	35	mature	generally symmetric	average
11	<i>Jacaranda mimosifolia</i>	jacaranda	9	15	15	semimature	minor asymmetry	average
12	<i>Jacaranda mimosifolia</i>	jacaranda	14	15	15	semimature	minor asymmetry	average
13	<i>Jacaranda mimosifolia</i>	jacaranda	11	15	15	semimature	minor asymmetry	average
14	<i>Jacaranda mimosifolia</i>	jacaranda	11	15	15	semimature	minor asymmetry	average
15	<i>Jacaranda mimosifolia</i>	jacaranda	11	25	20	semimature	minor asymmetry	average
16	<i>Jacaranda mimosifolia</i>	jacaranda	7	8	15	semimature	minor asymmetry	average
17	<i>Jacaranda mimosifolia</i>	jacaranda	9	15	15	semimature	minor asymmetry	average
18	<i>Jacaranda mimosifolia</i>	jacaranda	7	10	15	semimature	minor asymmetry	average
19	<i>Jacaranda mimosifolia</i>	jacaranda	8	10	12	semimature	minor asymmetry	average included bark
20	<i>Jacaranda mimosifolia</i>	jacaranda	7	8	12	young	minor asymmetry	average
21	<i>Corymbia maculata</i>	spotted gum	17	20	70	mature	generally symmetric	average
22	<i>Corymbia maculata</i>	spotted gum	16	20	60	mature	generally symmetric	average
23	<i>Corymbia maculata</i>	spotted gum	11	15	45	semimature	generally symmetric	average
24	<i>Corymbia maculata</i>	spotted gum	14	15	50	mature	generally symmetric	average

MATURE TREE INVENTORY

Tree Number	Species		Canopy (feet)	Height (feet)	Age	Form	Vigor	Defects
	Scientific Name	Common Name						
25	<i>Corymbia maculata</i>	spotted gum	14	15	50	generally symmetric	average	
26	<i>Corymbia maculata</i>	spotted gum	16	15	50	major asymmetry	average	partially suppressed
27	<i>Corymbia maculata</i>	spotted gum	11	15	40	generally symmetric	average	
28	<i>Corymbia maculata</i>	spotted gum	11	15	40	generally symmetric	average	
29	<i>Corymbia maculata</i>	spotted gum	13	15	45	generally symmetric	average	
30	<i>Corymbia maculata</i>	spotted gum	15	15	60	generally symmetric	average	
31	<i>Pyrus kawakamii</i>	evergreen pear	10	10	12	generally symmetric	average	
32	<i>Pyrus kawakamii</i>	evergreen pear	7	8	12	generally symmetric	average	
33	<i>Corymbia maculata</i>	spotted gum	12	10	30	major asymmetry	average	partially suppressed
34	<i>Corymbia maculata</i>	spotted gum	17	20	60	generally symmetric	average	
35	<i>Corymbia maculata</i>	spotted gum	7	8	30	generally symmetric	average	
36	<i>Corymbia maculata</i>	spotted gum	13	15	50	generally symmetric	average	
37	<i>Corymbia maculata</i>	spotted gum	14	15	50	generally symmetric	average	
38	<i>Corymbia maculata</i>	spotted gum	15	15	60	generally symmetric	average	
39	<i>Corymbia maculata</i>	spotted gum	12	15	40	generally symmetric	average	
40	<i>Jacaranda mimosifolia</i>	jacaranda	11	20	30	generally symmetric	average	
41	<i>Jacaranda mimosifolia</i>	jacaranda	15	20	30	generally symmetric	average	street tree
42	<i>Jacaranda mimosifolia</i>	jacaranda	12	20	30	minor asymmetry	average	
43	<i>Jacaranda mimosifolia</i>	jacaranda	14	20	35	minor asymmetry	average	

AUGUST 13, 2015

KAY J. GREELEY, BCMA

APPENDIX B – TREE DISPOSITION LIST

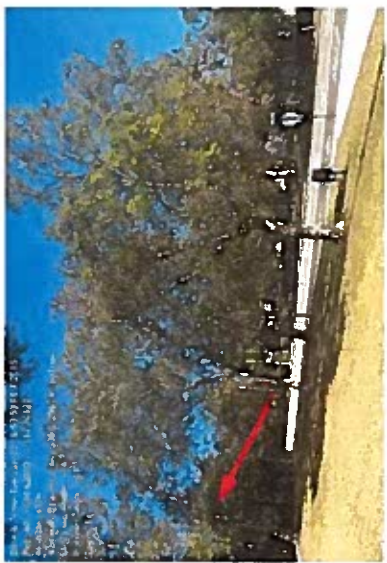
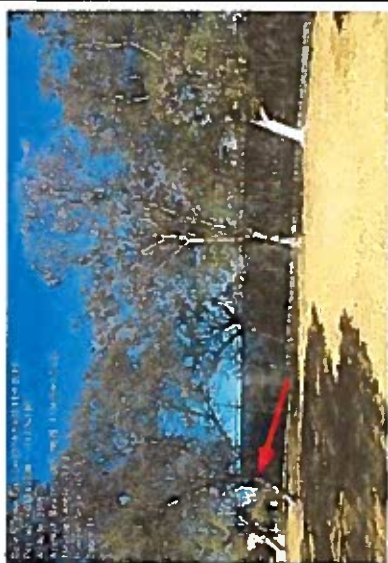
TREE DISPOSITION LIST

Tree Number	Disposition	Impact
1	Preserve	Within lawn west of tennis courts
2	Preserve	Within lawn west of tennis courts
3	Preserve	Within lawn west of tennis courts
4	Preserve	Within lawn west of tennis courts
5	Preserve	Within lawn west of tennis courts
6	Preserve	Within lawn west of tennis courts
7	Encroach	Within lawn west of tennis courts
8	Encroach	Within lawn west of tennis courts
9	Encroach	Within lawn west of tennis courts
10	Encroach	Within lawn south of tennis courts
11	Encroach	Within lawn south of tennis courts
12	Encroach	Within lawn south of tennis courts
13	Encroach	Within lawn south of tennis courts
14	Preserve	Within lawn south of tennis courts
15	Preserve	Within lawn southeast of tennis courts
16	Preserve	Within lawn southeast of tennis courts
17	Preserve	Within lawn southeast of tennis courts
18	Preserve	Within lawn southeast of tennis courts
19	Preserve	Within lawn southeast of tennis courts
20	Preserve	Within lawn southeast of tennis courts
21	Preserve	Within lawn southeast of tennis courts
22	Preserve	Within lawn southeast of tennis courts
23	Preserve	Within lawn east of tennis courts
24	Preserve	Within lawn east of tennis courts
25	Preserve	Within lawn east of tennis courts
26	Preserve	Within lawn east of tennis courts
27	Preserve	Within lawn east of tennis courts
28	Preserve	Within lawn east of tennis courts
29	Preserve	Within lawn east of tennis courts
30	Preserve	Within lawn east of tennis courts
31	Preserve	Within lawn east of tennis courts
32	Preserve	Within lawn east of tennis courts
33	Preserve	Within lawn east of tennis courts
34	Preserve	Within lawn east of tennis courts

TREE DISPOSITION LIST

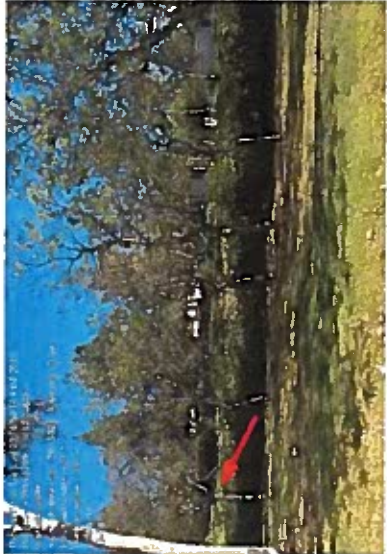
Tree Number	Disposition	Impact
35	Preserve	Within lawn east of tennis courts
36	Preserve	Within lawn east of tennis courts
37	Preserve	Within lawn east of tennis courts
38	Preserve	Within lawn east of tennis courts
39	Preserve	Within lawn east of tennis courts
40	Encroach	Within lawn southeast of tennis courts
41	Encroach	Street tree - Santa Vittoria Drive
42	Encroach	Within planter at entry to HOA building
43	Encroach	Within planter at entry to HOA building

APPENDIX C – PHOTOGRAPHS

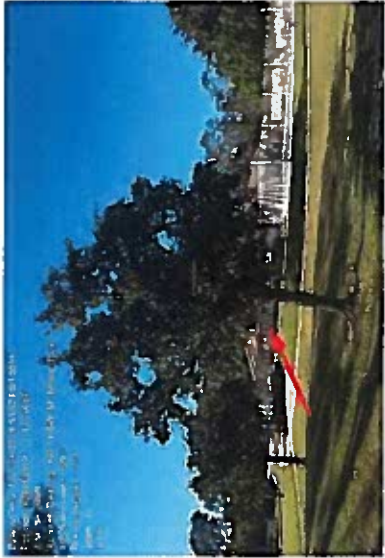
	Tree #1		Tree #2		Tree #3		Tree #4		Tree #5		Tree #6
---	---------	--	---------	--	---------	---	---------	---	---------	--	---------

		
Tree #7	Tree #8	Tree #9
		
Tree #10	Tree #11	Tree #12

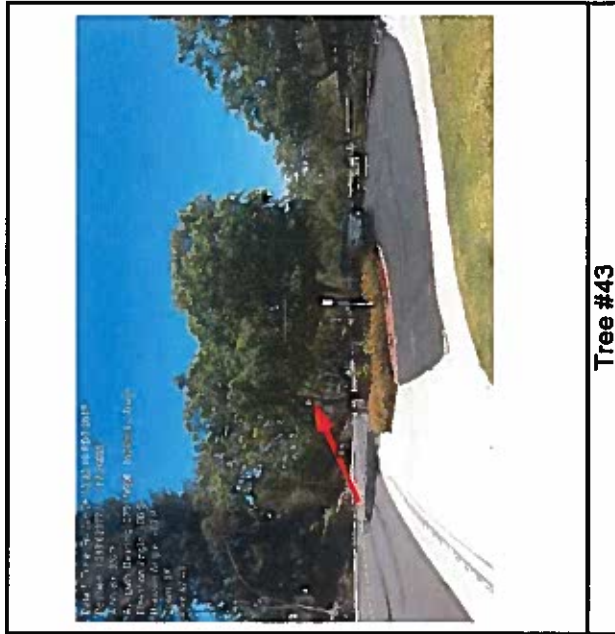
	Tree #13		Tree #16
	Tree #14		Tree #17
	Tree #15		Tree #18

	Tree #19		Tree #20		Tree #21		Tree #22		Tree #23		Tree #24
---	----------	--	----------	---	----------	--	----------	---	----------	--	----------

		
Tree #25	Tree #26	Tree #27
		
Tree #28	Tree #29	Tree #30

	Tree #31		Tree #32		Tree #33		Tree #34		Tree #35		Tree #36
--	----------	---	----------	---	----------	--	----------	---	----------	--	----------

		
Tree #37	Tree #38	Tree #39
		
Tree #40	Tree #41	Tree #42



APPENDIX D – TREE LOCATION MAP

TREE LOCATION MAP

General Notes

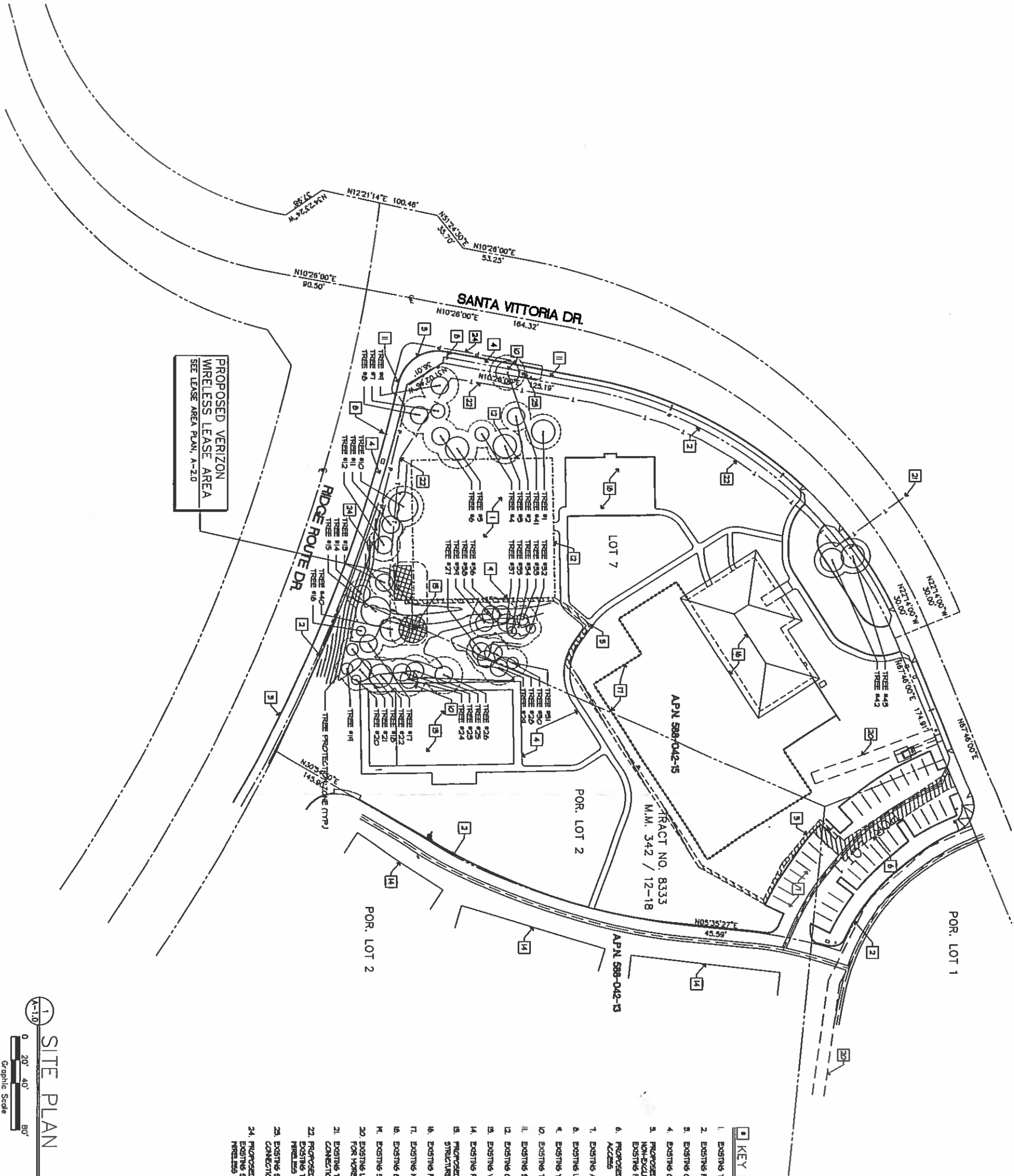
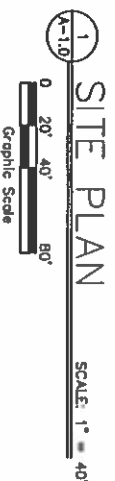
Prepared by:
Seven ELL Reginald Design Inc.
Ney J. Grady, ASLA
Landscape Architect 4035
284 Tully Gate Road
Sunnyvale, California 94085
(408) 577-4432
(408) 258-0398 fax

Project Name and Address:
VERIZON WIRELESS
TELECOMMUNICATIONS EQ. SITE
VITTORIA
23300 SANTA VITTORIA DRIVE
LAGUNA WOODS, CALIFORNIA 92653

Project	Sheet
08/13/15	1
1" = 40'-0"	OF 1

KEY NOTES:

1. EXISTING TENNIS COURT
2. EXISTING PROPERTY LINES
3. EXISTING CURB & GUTTER
4. EXISTING CONCRETE WALK
5. PROPOSED VERIZON WIRELESS 5'-0" WIDE NON-EXCLUSIVE PEDESTRIAN PATH OF ACCESS FROM EXISTING PARKING TO NEW GATE & LEASE AREA
6. PROPOSED VERIZON WIRELESS 12' WIDE PATH OF ACCESS
7. EXISTING ASPHALT PAVED PARKING LOT
8. EXISTING UTILITY STREET LIGHT
9. EXISTING YARD LIGHT
10. EXISTING TREE
11. EXISTING SIGN
12. EXISTING CHAINLINK FENCE
13. EXISTING VOLLEYBALL COURT
14. EXISTING RESIDENTIAL BUILDING
15. PROPOSED 60' PAUL BRYANT'S ANTENNA STRUCTURE
16. EXISTING PARK & RECREATIONAL BUILDING (N/C)
17. EXISTING WINDMILL IRON FENCE
18. EXISTING GARDEN
19. EXISTING SWIMMING POOL
20. EXISTING UTILITY EQUIPMENT SEE SURVEY SHEET 15-1 FOR MORE INFO.
21. EXISTING TIE-LO HAND HOLE AND POINT OF CONNECTION FOR VERIZON TIE-LO
22. PROPOSED VERIZON WIRELESS TIE-LO ROUTE FROM EXISTING TIE-LO HAND HOLE TO PROPOSED VERIZON WIRELESS LEASE AREA
23. EXISTING SIZE VALVE AND PROPOSED POINT OF CONNECTION FOR VERIZON WIRELESS POWER
24. PROPOSED VERIZON WIRELESS POWER ROUTE FROM EXISTING SIZE VALVE TO PROPOSED VERIZON WIRELESS LEASE AREA







VITTORIA

23300 SANTA VITTORIA DRIVE LAGUNA HILLS CA 92653



LOCATION

©2014 Google Maps



EXISTING



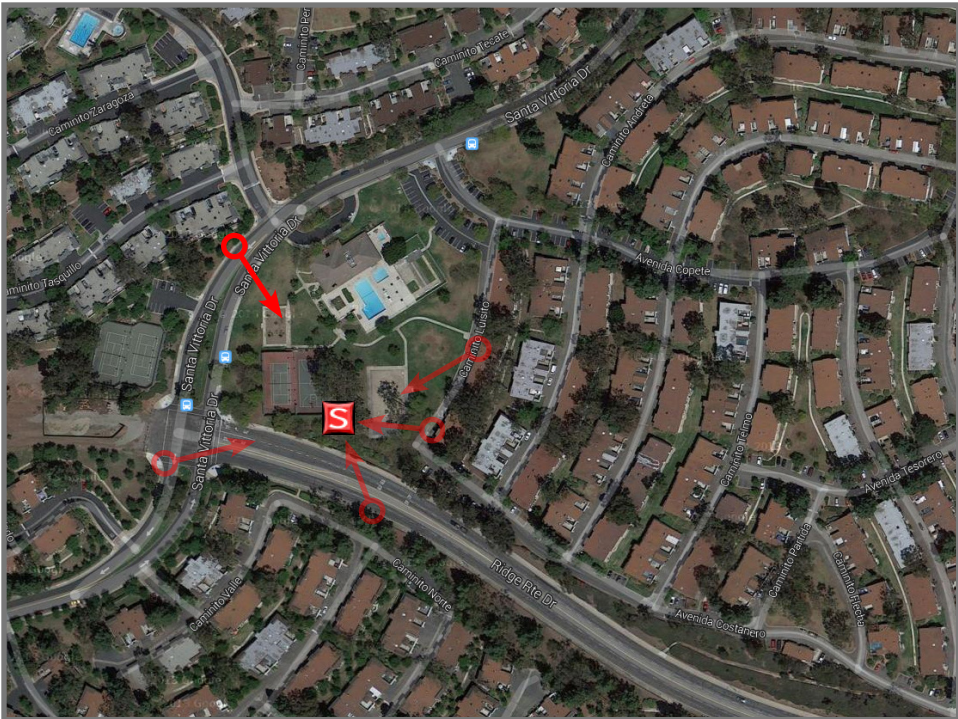
PROPOSED

LOOKING NORTHEAST FROM SANTA VITTORIA DRIVE



VITTORIA

23300 SANTA VITTORIA DRIVE LAGUNA HILLS CA 92653



LOCATION

©2014 Google Maps



EXISTING



PROPOSED

LOOKING SOUTHEAST FROM SANTA VITTORIA DRIVE

1/12/2016 ITEM NO. 4.5.1





VITTORIA

23300 SANTA VITTORIA DRIVE LAGUNA HILLS CA 92653



LOCATION

©2014 Google Maps



EXISTING



PROPOSED

LOOKING NORTHWEST FROM RIDGE ROUTE DRIVE

1/12/2016 ITEM NO. 4.5.1

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.



VITTORIA

23300 SANTA VITTORIA DRIVE LAGUNA HILLS CA 92653



LOCATION

©2015 Google Maps



EXISTING



PROPOSED MONDEUCALYPTUS

PROPOSED EQUIPMENT ENCLOSURE

PROPOSED

LOOKING WEST FROM CAMINITO LUISITO



Vittoria Coverage

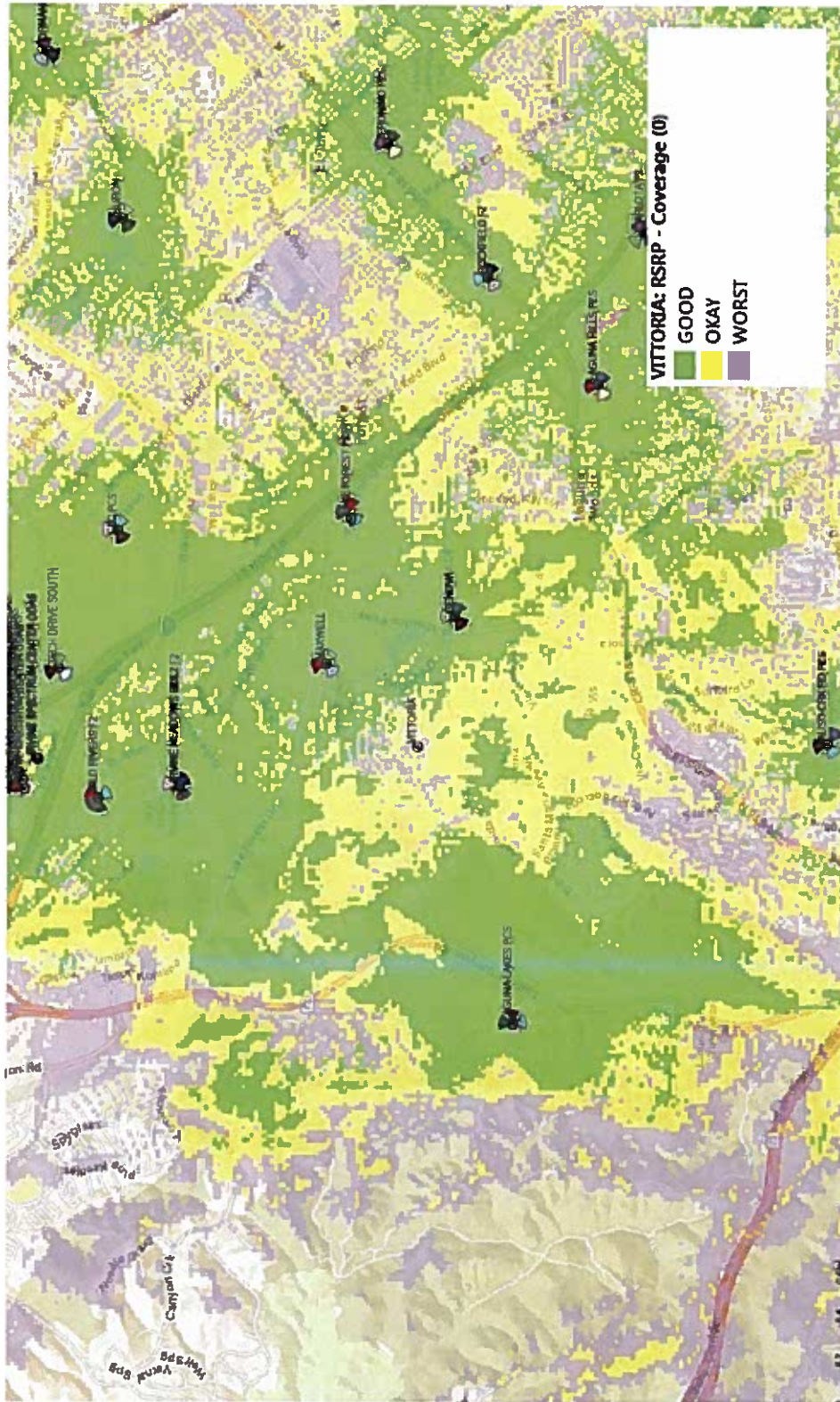
January 6, 2016

1/12/2016 ITEM NO. 4.5.1



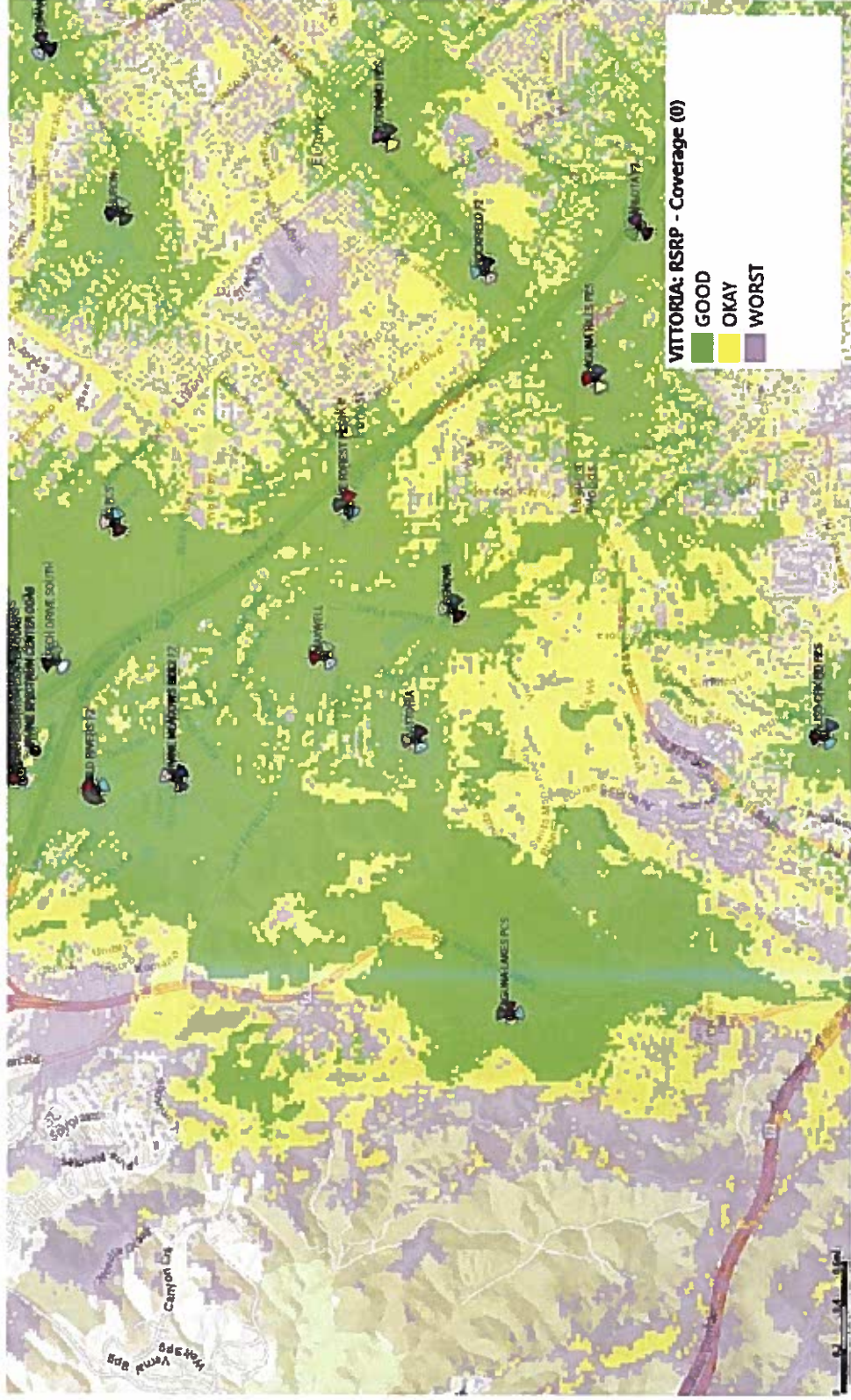
Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Vittoria - Without



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Vittoria - With



Vittoria Coverage



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Thank you.



Attachment 7

FCC Compliance Report



WATERFORD

COMPLIANCE...FROM START TO SIGNAL

RECEIVED

AUG 25 2015

CITY OF LAGUNA HILLS

Radio Frequency Exposure Pre – Installation FCC Compliance Assessment



Site Specific Information

Site Name	Vittoria	Categorically Excluded?	Yes
Street Address	23300 Santa Vittoria Drive	5% Contributor To Areas Requiring Mitigation?	No
City, State, Zip	Laguna Woods, CA 92653		
Multi-Licensee Facility	No	Max % MPE (Predictive)*	0.2055% Occupational
Structure Type	Mono-Eucalyptus	Max % MPE (Measured)	0.0084% Occupational
Broadcast Equipment	No	Assessment Date	July 27, 2015
# of Access Points	1	Assessment Purpose	New Build
Compliance Status	Verizon Wireless is Compliant		

Verizon Wireless Contribution:

* Walking Surfaces

☒	Worst-case RF power density levels are BELOW the MPE for General Population/Uncontrolled Environments in accessible areas.
☐	Worst-case RF power density levels are ABOVE the MPE for General Population/Uncontrolled Environments but BELOW the MPE for Occupational/Controlled environments.
☐	Worst-case RF power density levels are ABOVE the MPE for Occupational/Controlled Environments but BELOW 10x the MPE for Occupational/Controlled environments.
☐	Worst-case RF power density levels are ABOVE 10x the MPE for Occupational/Controlled environments.

Compliance Requirements	Guidelines	Notice	Caution	Warning	NOC Information	Demarcation
						
Access Point	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐
Alpha	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐
Beta	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐
Gamma	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐

Additional Compliance Requirement(s):

Waterford Consultants, LLC recommends coordinating with all transmitting licensees before performing services around RF emitters.

Consultant Legal Name: Waterford Consultants, LLC Phone/Fax: 703.596.1022
Address: 201 Loudoun Street Southeast Suite 300, Leesburg, Virginia 20175

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1. Executive Summary

Verizon Wireless has contracted with Waterford Consultants, LLC, an independent Radio Frequency consulting firm, to conduct a Radio Frequency Exposure (RFE) Compliance **Pre-Installation Assessment** of the Vittoria cell site. The following report contains a detailed summary of the Radio Frequency environment as it relates to Federal Communications Commission (FCC) and Occupational Safety & Health Administration (OSHA) Rules and Regulations for all individuals.

The Verizon Wireless antenna data was provided by:

Name:	Lynne Zablocki
Title:	RF Engineer
Date:	April 14, 2015
Region:	Verizon Wireless SoCal

This **Pre-Installation** compliance assessment and report has been **prepared** and **reviewed** by:

	Surveyor	Preparer	Reviewer
Name:	Todd Fike	Chase Warren	Thomas Tessier
Title:	Field Technician	RF Technical Analyst	Technical Staff Engineer
Date:	July 27, 2015 10:00 AM	July 30, 2015	August 10, 2015

This report utilizes the following for predictive modeling of the ambient RF environment:

MPE Modeling Program: RoofMaster™ (See Section 9)

Required Modeling Assumptions: 100% Duty Cycle and Maximum Total Power Output.

Additional Modeling Assumptions:

Antenna radiation pattern files that characterize directivity and energy suppression values have been utilized to model each RF emitter at this location. If a manufacturer's antenna pattern is not available or the actual antenna model is unknown, Waterford Consultants, LLC has utilized a generic antenna pattern from a library of panel, omnidirectional, microwave and broadcast patterns that are representative of the actual antenna. Similarly, the effective radiated power values for each antenna, if not provided, has been assumed based on antenna type, carrier and region. Refer to the antenna inventory table for a listing of the emitter properties utilized in this report.

2. Existing Site Characteristics

a. Structure

Physical Description		
Site Latitude (NAD 83)	33.622973	
Site Longitude (NAD 83)	-117.740500	
Site Elevation (AMSL)	N/A	
Structure Height (AGL)	60'	
Overall Structure Height	N/A	

b. Accessibility

Upon arrival, check in at the main office of the complex. Precede to the tennis courts next to the building. The site is located behind the courts.

All access points locked at time of assessment?

Unlocked

All access points alarmed at time of assessment?

No

c. Verizon Wireless Signage

Existing Signage						
	Guidelines	Notice	Caution	Warning	NOC Information	Demarcation
Access Point	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐
Alpha	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐
Beta	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐
Gamma	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐ [#]	☐
Existing Signage Adheres to VZW Signage & Demarcation Policy?						Yes

d. Antenna Inventory

Roof Master™ Antenna Inventory

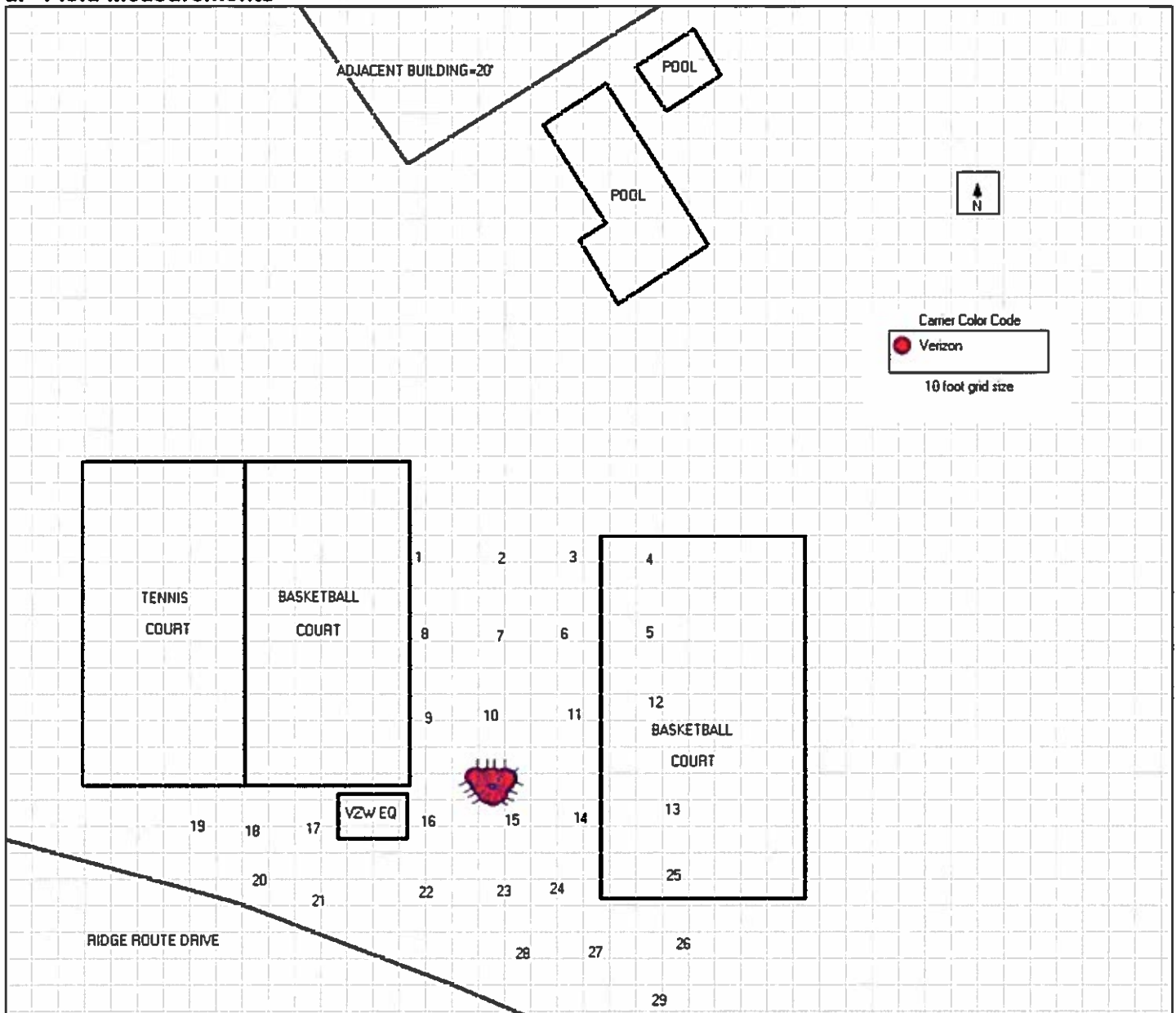
Ant #	Operator	Antenna Make	Antenna Model	Type	Frequency (MHz)	Az	Downtilt	Horizontal Beam width	Ant (ft)	Antenna Gain (dBd)	Total ERP
1	Verizon Wireless	ANDREW	SBNHH-1D65C 04DT	Panel	700	120	0	66	8.0	14.09	1371
1	Verizon Wireless	ANDREW	SBNHH-1D65C 02DT	Panel	1900	120	0	65	8.0	15.55	5115
2	Verizon Wireless	ANDREW	SBNHH-1D65C 04DT	Panel	700	120	0	66	8.0	14.09	1371
2	Verizon Wireless	ANDREW	SBNHH-1D65C 02DT	Panel	2100	120	0	63	8.0	16.28	6048
3	Verizon Wireless	ANDREW	SBNHH-1D65C 00DT	Panel	850	120	0	64	8.0	13.62	0
4	Verizon Wireless	ANDREW	SBNHH-1D65C 00DT	Panel	850	120	0	64	8.0	13.62	0
5	Verizon Wireless	ANDREW	SBNHH-1D65C 04DT	Panel	700	240	0	66	8.0	14.09	1371
5	Verizon Wireless	ANDREW	SBNHH-1D65C 02DT	Panel	1900	240	0	65	8.0	15.55	5115
6	Verizon Wireless	ANDREW	SBNHH-1D65C 04DT	Panel	700	240	0	66	8.0	14.09	1371
6	Verizon Wireless	ANDREW	SBNHH-1D65C 02DT	Panel	2100	240	0	63	8.0	16.28	6048
7	Verizon Wireless	ANDREW	SBNHH-1D65C 00DT	Panel	850	240	0	64	8.0	13.62	0
8	Verizon Wireless	ANDREW	SBNHH-1D65C 00DT	Panel	850	240	0	64	8.0	13.62	0
9	Verizon Wireless	ANDREW	SBNHH-1D65C 04DT	Panel	700	0	0	66	8.0	14.09	1371
9	Verizon Wireless	ANDREW	SBNHH-1D65C 02DT	Panel	1900	0	0	65	8.0	15.55	5115
10	Verizon Wireless	ANDREW	SBNHH-1D65C 04DT	Panel	700	0	0	66	8.0	14.09	1371
10	Verizon Wireless	ANDREW	SBNHH-1D65C 02DT	Panel	2100	0	0	63	8.0	16.28	6048
11	Verizon Wireless	ANDREW	SBNHH-1D65C 00DT	Panel	850	0	0	64	8.0	13.62	0
12	Verizon Wireless	ANDREW	SBNHH-1D65C 00DT	Panel	850	0	0	64	8.0	13.62	0
13	Verizon Wireless	ANDREW	VHLP4-18	Microwave	18000	40	0	1	2.0	42.95	1219

Note: As indicated in Section 1, "Additional Modeling Assumptions", Waterford Consultants has assumed transmission parameters based on similar installations found at other radio communications sites. Generic antenna models have been used where existing radiation patterns are not available. The frequencies presented in this table may have been assumed in order to represent the application and to support a worst-case calculation of power density.

6

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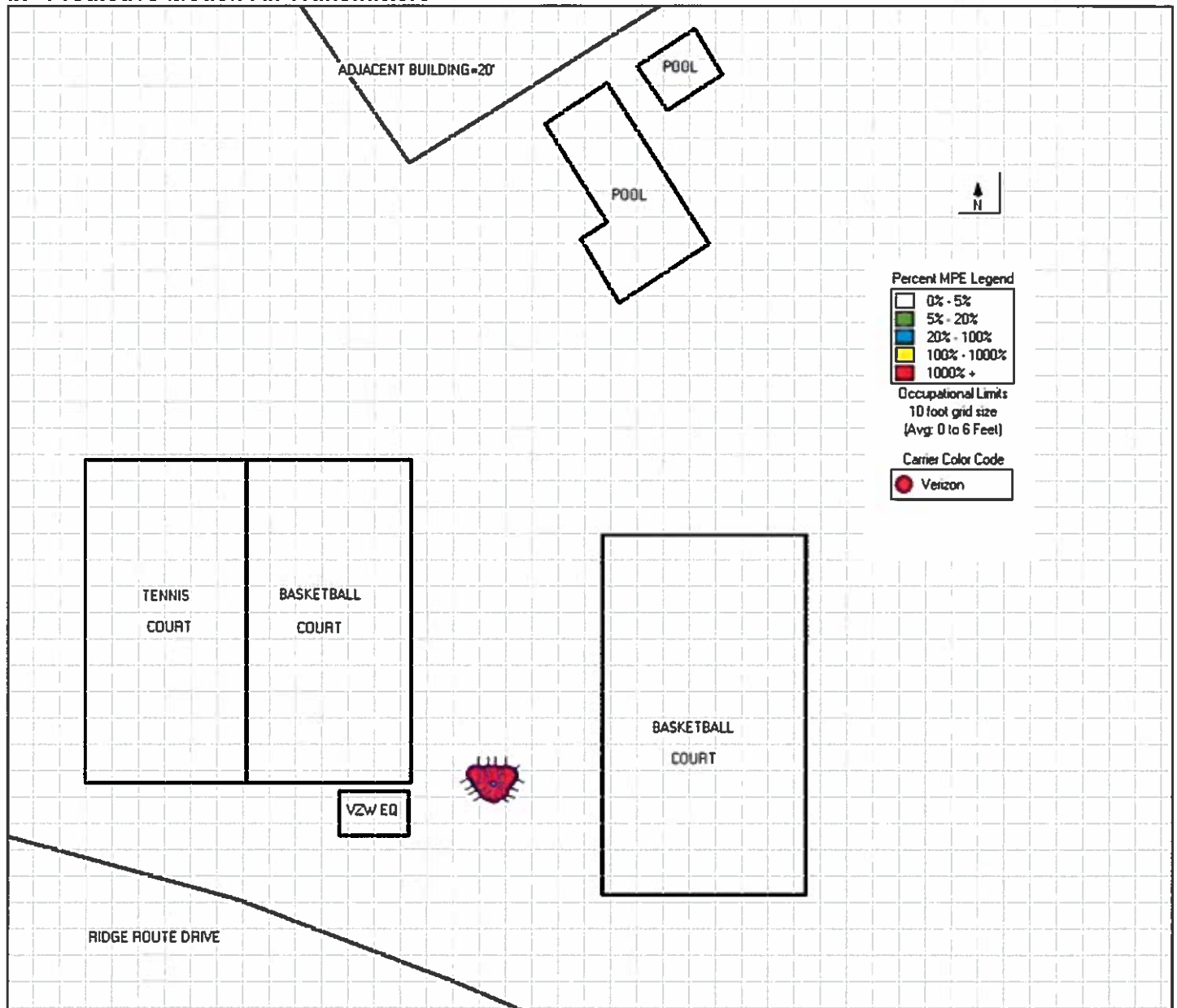
3. Analysis
a. Field Measurements



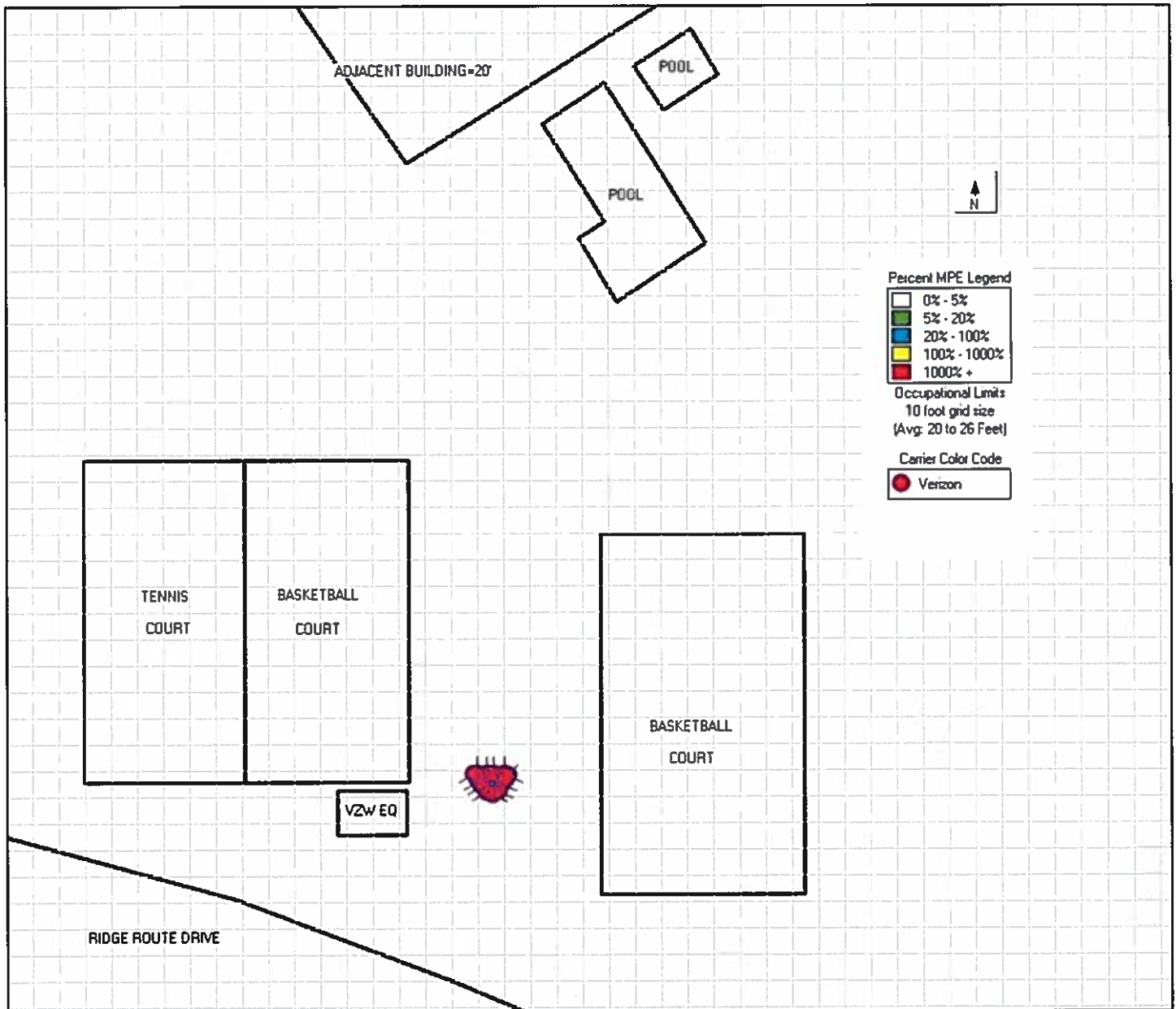
Measurement Readings are Spatial Average and Maximum as MPE % of the Occupational Limits

Loc#	Site Reading		Loc#	Site Reading	
	Avg	Max		Avg	Max
1	0.0025%	0.0286%	2	0.0014%	0.0114%
3	0.0004%	0.0104%	4	0.0013%	0.0301%
5	0.0021%	0.0060%	6	0.0051%	0.0229%
7	0.0014%	0.0286%	8	0.0031%	0.0062%
9	0.0035%	0.0229%	10	0.0002%	0.0286%
11	0.0014%	0.0321%	12	0.0012%	0.0241%
13	0.0084%	0.0104%	14	0.0051%	0.0189%
15	0.0011%	0.0021%	16	0.0062%	0.0100%
17	0.0037%	0.0055%	18	0.0015%	0.0030%
19	0.0022%	0.0029%	20	0.0034%	0.0038%
21	0.0051%	0.0090%	22	0.0028%	0.0037%
23	0.0061%	0.0140%	24	0.0023%	0.0052%
25	0.0044%	0.0073%	26	0.0012%	0.0034%
27	0.0023%	0.0033%	28	0.0015%	0.0018%
29	0.0016%	0.0020%			

b. Predictive Model: All Transmitters

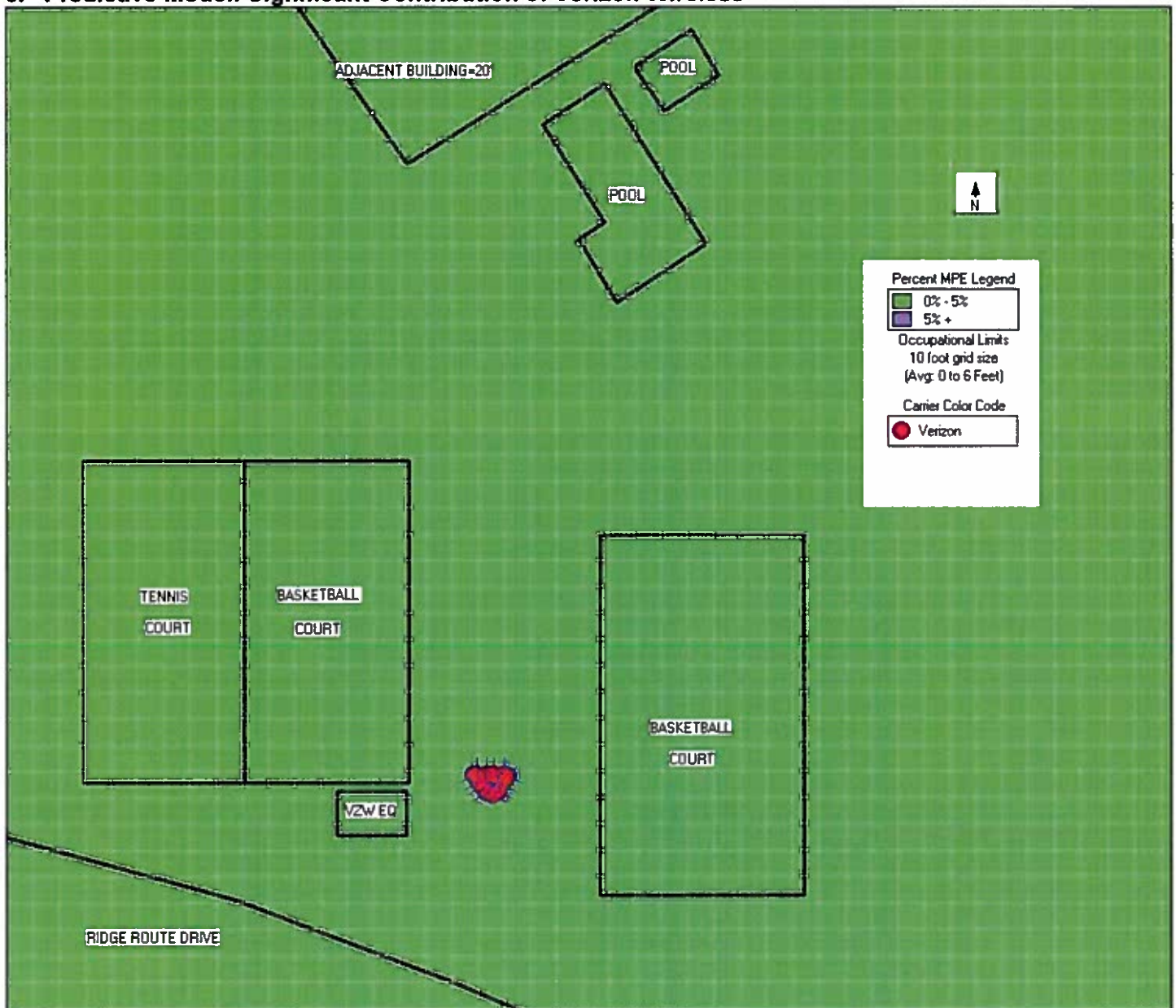


The reference plane for the plot is ground level.

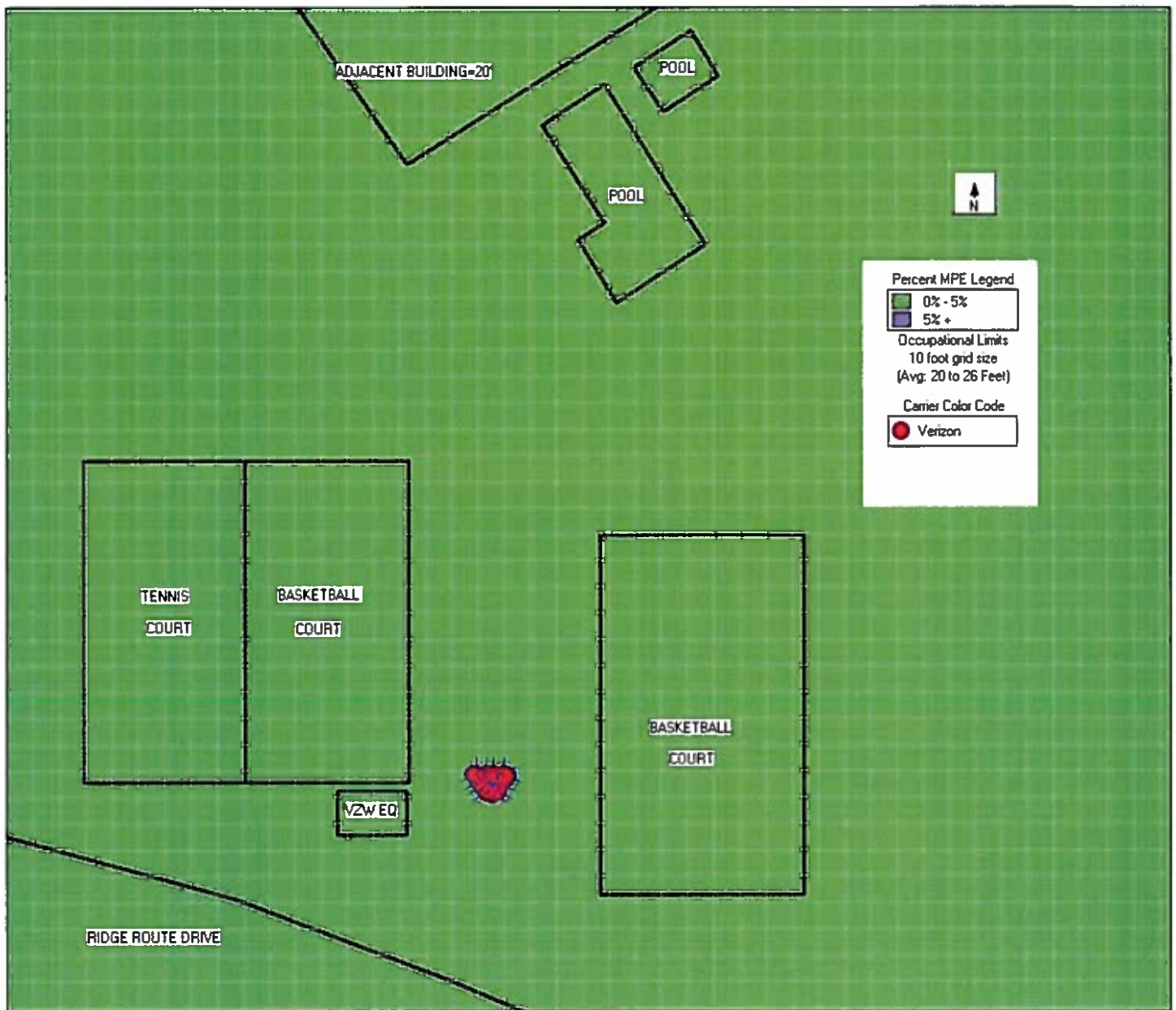


The reference plane for the plot is the adjacent building level.

c. Predictive Model: Significant Contribution of Verizon Wireless



The reference plane for the plot is ground level.



The reference plane for the plot is the adjacent building level.

4. Conclusion

a. Conclusion Narrative

Description of MPE – Limit Exceeding Areas:

Ground Level Assessment

- Below General Population limits

Adjacent Building Level Assessment

- Below General Population limits

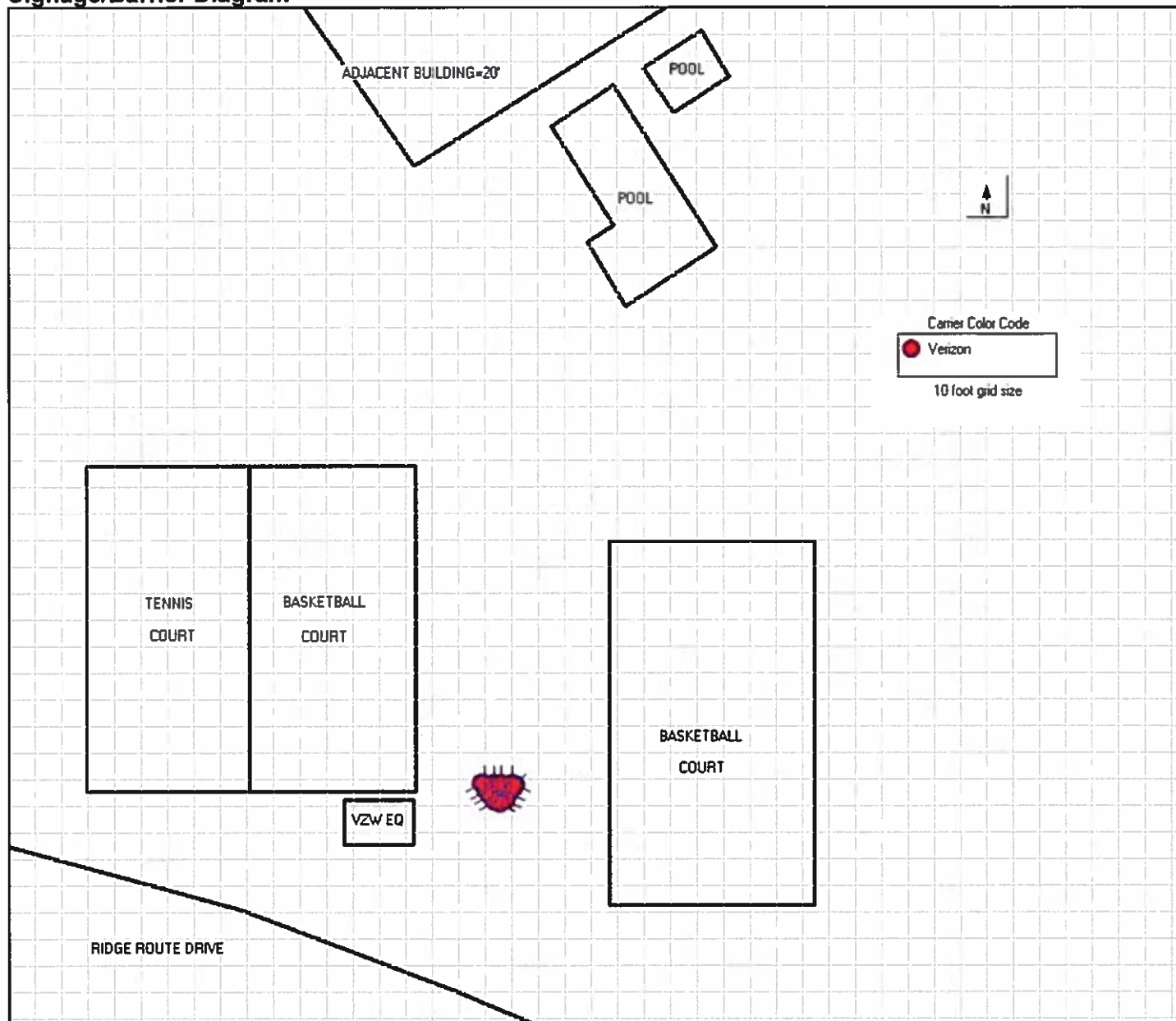
Verizon Significant Contribution Areas:

No accessible areas are predicted to exceed the General Population MPE limits.

Co – Locator Significant Contribution Areas:

N/A

**b. Compliance Requirements
Signage/Barrier Diagram**



[illegible]

Signage/Barrier Installation Detail

- No action required

5. Appendix A: Site Photos

a. Structure



Site Photo Overview

b. Miscellaneous



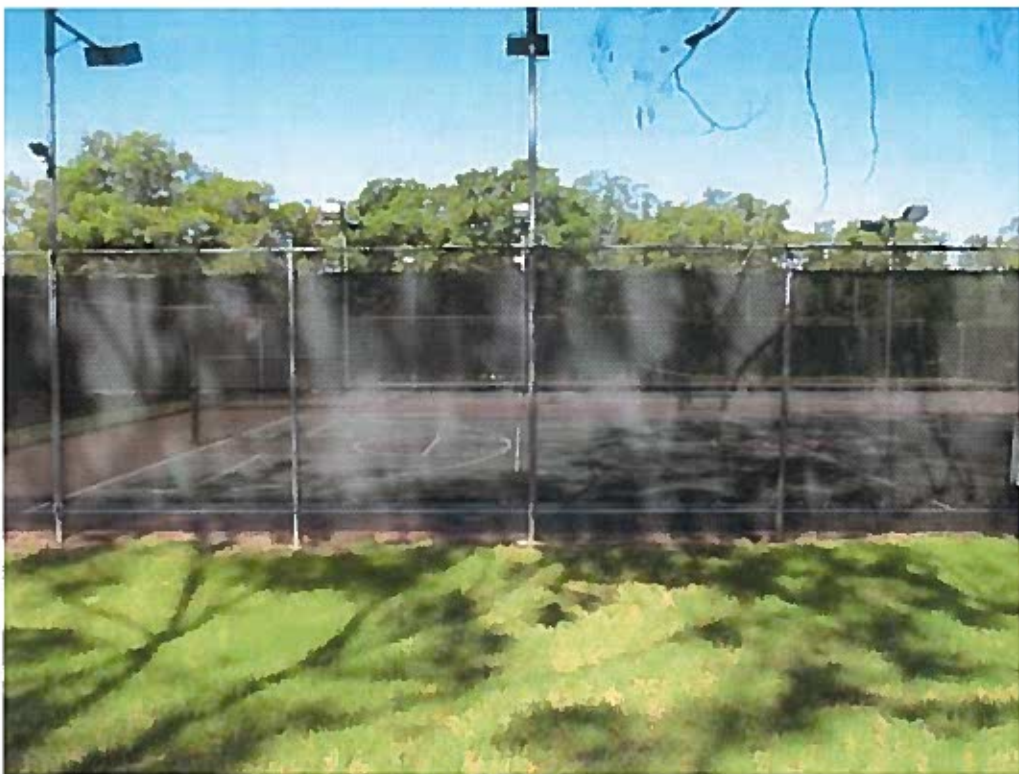
Overview East Facing West



Overview Northeast Facing South



Overview Northeast Facing Southwest



Overview Northeast Facing West



Overview Southeast Facing Northwest



Overview Southeast Facing North



Overview Southeast Facing Northwest



Overview West Facing East

6. Appendix B: Survey Methodology

a. Survey Procedures

The field technician physically walked all accessible areas of the site, including areas, where accessible and applicable, around the antenna mounts. Measurement collection was consistent with FCC and Narda procedures, regarding the location of the probe to the RF source and making slow sweeping motions over the area that a person would occupy. Power density values were recorded as a percentage of the Occupational limits.

b. Survey Equipment Certification

Narda Radiation meter NBM 550 / E-1061 (Calibration Date: March 15, 2014) and probe EA-5091 / 01109 (Calibration Date: March 15, 2014) were used to record power density levels.

7. Appendix C: RF Consultant Certifications

a. Prepare Certification

I, Chase Warren, the preparer of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.

Chase Warren

b. Reviewer Certification

I am the reviewer and approver of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.

Steven Baier-Anderson, PE
2015-08-10 16:58:33

8. Appendix D: Reference Information

a. FCC Rules & Regulations

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards “incorporate prudent margins of safety.” The following represents explanations of the most applicable information:

Two Classifications for Exposure Limits

Occupational – Applies to situations in which persons are “exposed as a consequence of their <i>employment</i> ” and are “ <i>fully aware</i> of the potential for exposure and can <i>exercise control</i> over their exposure”.	General Population – Applies to situations in which persons are “exposed as a consequence of their employment <i>may not be made fully aware</i> of the potential for exposure or <i>cannot exercise control</i> over their exposure”. Generally speaking, those without significant and documented RF Safety & Awareness training would be in the General Population classification.
--	--

Environment Classification

Controlled – Applies to environments that are restricted or “controlled” in order to prevent access from members of the General Population classification.	Uncontrolled – Applies to environments that are unrestricted or “uncontrolled” that allow access from members of the General Population classification.
---	--

Limits for Occupational/Controlled Exposure		
Frequency	Power Density	Averaging Time
Range	(S)	$ E ^2$, $ H ^2$, or S
(MHz)	(mW/cm ²)	(minutes)
300-1500	$f/300$	6
1500-100,000	5	6
Limits for General Population/Uncontrolled Exposure		
Frequency	Power Density	Averaging Time
Range	(S)	$ E ^2$, $ H ^2$, or S
(MHz)	(mW/cm ²)	(minutes)
300-1500	$f/1500$	30
1500-100,000	1	30
f = frequency in MHz		

Significant Contribution to the RF Environment

Any carrier contributing an aggregate MPE percentage of 5 or more (to the applicable RF Environment Classification) is defined as a significant contributor. This means that if any area is determined to be out of compliance with FCC rules, all significant contributors are jointly responsible for correcting any deficiencies.

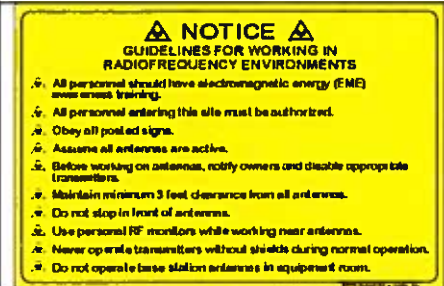
b. Occupational Safety and Health Administration (OSHA) Requirements

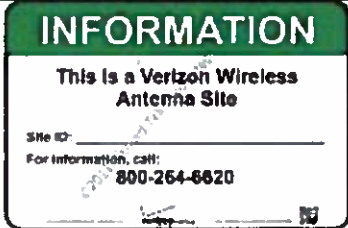
A formal adopter of FCC Standards, OSHA stipulates that those in the Occupational classification must complete training in the following: RF Safety, RF Awareness, and Utilization of Personal Protective Equipment. OSHA also provides options for Hazard Prevention and Control:

Hazard Prevention	Control
- Utilization of good equipment - Enact control of hazard areas - Limit exposures - Employ medical surveillance and accident response	- Employ Lockout/Tag out - Utilize personal alarms & protective clothing - Prevent access to hazardous locations - Develop or operate an administrative control program

c. RF Signage

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. These areas must be demarcated by conspicuously posted signage that identifies the potential exposure. Signage MUST be viewable regardless of the viewer's position.

Guidelines	Notice	Caution	Warning
Used anytime hazard signage is employed to achieve FCC compliance. This sign will inform visitors of the basic precautions to follow when working around radiofrequency equipment.	Used to distinguish the boundary between the General Population /Uncontrolled and the Occupational/Controlled areas. The limits associated with this notification must be less than the Occupational/Controlled MPE.	Identifies RF controlled areas where RF exposure can exceed the Occupational /Controlled MPE but below 10 x the Occupational/Controlled MPE.	Denotes the boundary of areas with RF levels substantially above the FCC limits, normally defined as those greater than ten (10) times the Occupational /Controlled MPE.
			

Information Sign	INFORMATION
Information signs are used as a means to provide contact information for any questions or concerns. They will include specific cell site identification information and the Verizon Wireless Network Operations Center phone number.	

d. Barriers

A barrier is any physical demarcation employed as a preventative and/or notification measure that one is entering into an area with RF power density levels greater than the General Population/Uncontrolled limit.



9. Appendix E: Roofmaster™

RoofMaster™ is the software package that Waterford Consultants created to model RF environments associated with multiple emitters where the potential exists for human exposure. Based on the computational guidelines set forth in OET Bulletin 65 from the Federal Communications Commission (FCC), RoofMaster™ considers the operating parameters of specified RF sources to predict the overall Maximum Permissible Exposure possible at a given location. These theoretical results represent worst-case predictions as emitters are assumed to be operating at 100% duty cycle.

From the FCC document:

"The revised OET Bulletin 65 has been prepared to provide assistance in determining whether proposed or existing transmitting facilities, operations or devices comply with limits for human exposure to radiofrequency (RF) fields adopted by the Federal Communications Commission (FCC). The bulletin offers guidelines and suggestions for evaluating compliance."

http://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf

10. Appendix F: Qualifications of Waterford Consultants, LLC

With more than 100 team-years of experience, Waterford Consultants, LLC [Waterford] provides technical consulting services to clients in the Radio Communications and antenna locating industry. Waterford retains professional engineers who are placed in responsible charge of the processes for analysis.

Waterford is familiar with 47 C.F.R. § § 1.1307(b)(3) and 1.1310 along with the general Rules, Regulations and policies of the FCC. Waterford work processes incorporate all specifications of FCC Office of Engineering and Technology, Bulletin 65 ("OET65"), from the website: www.fcc.gov/oet/rfsafety and follow criteria detailed in 47 CFR § 1.1310 "Radiofrequency radiation exposure Limits".

Within the technical and regulatory framework detailed above, Waterford developed tools according to recognized and generally accepted good engineering practices. Permissible exposure limits are band specific, and the Waterford computerized modeling tools correctly calculate permissible exposure based on the band(s) specified in the input data. Only clients and client representatives are authorized to provide input data through the Waterford web portal. In securing that authorization, clients and client representatives attest to the accuracy of all input data.

Waterford Consultants, LLC attests to the accuracy of the engineering calculations computed by those modeling tools. Furthermore, Waterford attests that the results of those engineering calculations are correctly summarized in this report

11. Appendix G: Statement of Limiting Conditions

Waterford Consultants, LLC field personnel have visited the site and collected only data with regard to the MPE environment. Waterford Consultants will not be responsible for matters of a legal nature that affect the site or property. The property has been analyzed under the premise that it is under responsible ownership and management and our client has the legal right to conduct business at this facility.

Due to the complexity of some wireless sites, Waterford Consultants has created this report utilizing best industry practices and due diligence. Waterford Consultants cannot be held accountable or responsible for anomalies or discrepancies due to actual site conditions (i.e., mislabeling of antennas or equipment, inaccessible cable runs, inaccessible antennas or equipment, etc.) or information or data supplied by Wireless Carrier, the site manager, or their affiliates, subcontractors or assigns.

Waterford Consultants has provided the results of a computer generated model in this MPE Site Compliance Report to show approximate dimensions of the site, and the model results is included to assist the reader of the compliance report to visualize the site area, and to provide supporting documentation for Waterford Consultants' recommendations.

Waterford Consultants will not be responsible for any existing conditions or for any engineering or testing that might be required to discover whether adverse safety conditions exist. Because Waterford Consultants is not an expert in the field of mechanical engineering or building maintenance, this MPE Site Compliance Report must not be considered a structural or physical engineering report.

Waterford Consultants obtained information used in this MPE Site Compliance Report from sources that Waterford Consultants considers reliable and believes them to be true and correct. Waterford Consultants does not assume any responsibility for the accuracy of such items that were furnished by other parties.



Attachment 8

Resolution of Approval

RESOLUTION NO. PA2016-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 1-15-3098, A REQUEST BY VERIZON WIRELESS TO ESTABLISH AND OPERATE A NEW WIRELESS COMMUNICATIONS FACILITY STEALTHED AS A EUCALYPTUS TREE AT 23300 SANTA VITTORIA DRIVE (APN 588-042-15) IN THE OS-1 ZONE

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

WHEREAS, Verizon Wireless ("the Applicant"), has filed an application for CUP No. 1-15-3098 to establish a new Verizon wireless communications facility (WCF) at 23300 Santa Vittoria Drive in the OS-1 (Parks) zone; and

WHEREAS, CUP No. 1-15-3098 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15303 and 15311 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures and Class 11, Accessory Structures); and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on January 12, 2016.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of CUP No. 1-15-3098 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for the subject property is Open Space, which is intended to provide for preservation of environmental resources, outdoor recreation, and buffering of incompatible land uses. Areas with the Open Space designation can include creek and utility corridors, public and private parks, and landscape corridors. The subject property carries a zone designation of OS-1 (Parks) which implements the property's Open Space General Plan land use designation. Communication facilities are permitted in the OS-1 zone, subject to compliance with the regulations and requirements established in Chapter 9-58 of the Laguna Hills Municipal Code (LHMC).

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The WCF use will be located in a private park and recreational facility owned and operated by the Laguna Village Owners' Association. The facility will not affect any of the programmed uses of the site (the association clubhouse, swimming pool, tennis courts, etc.). The monoeucalyptus will be located in a grassy area with a stand of mature to semi-mature eucalyptus trees (Corymbia maculata, "spotted gum"). The equipment enclosure will be located directly to the south of the tennis courts, between the tennis court fence and Ridge Route Drive. The WCF structure itself will generally blend with those in its immediate vicinity. Conditions of approval require on-site trees to be maintained, specifically avoiding the root structures of such trees during trenching operations, to ensure that sufficient landscape screening is maintained, and so the proposed monoeucalyptus will be visually compatible with the surroundings. Visual compatibility can be achieved by camouflaging the antenna to appear as a eucalyptus tree to blend with the mature eucalyptus and other trees found in the surrounding area. The proposed footprint of the equipment enclosure is 450 square feet and requires occasional maintenance, and will not impact the nature, condition, or development of adjacent uses, buildings, or structures since the use does not include activities or characteristics that could be detrimental to adjacent uses or structures, such as significant vehicular traffic, creation of odors, use of an inordinate amount of hazardous materials, or other activities that could be detrimental to the use of adjoining property. The use will operate within required FCC parameters pertaining to the transmission of RF energy to ensure there is no harmful public exposure.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The WCF will be located in an un-programmed space within a private park facility and will occupy approximately 500 square feet of site area. The facility will require the construction of an equipment enclosure adjacent to the tennis courts between the court fence and the street. The improvements will not interfere with on-site circulation or activities, hinder on-site parking, or otherwise interfere with the main function of the site which is a private park and recreation facility for Laguna Village.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed WCF will be located in the OS-1 zone, which includes development standards for parking, landscape, building setbacks, height limits, and floor area ratio. The use was evaluated for compliance with all standards and the proposed antenna was found to exceed the maximum building height limit in the zone, which is 35 feet. The proposed WCF

monoeucalyptus tree is 60 feet. However, the City's Communication Facilities ordinance allows antennas to exceed the maximum height allowed with the approval of a CUP (LHMC 9-58.040(E)). Therefore the proposed use will comply with the City's development standards if the requested CUP is approved.

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

The WCF is designed to appear as a eucalyptus tree to ensure it will be visually integrated with the area, which includes a stand of mature eucalyptus approximately 50 feet in height. Condition 17 requires that the WCF and equipment enclosure to be maintained in a "like new" condition and to replace camouflaging materials that may in the future become worn, defective, faded, or damaged. Conditions 19-21 also require the Applicant/Property Owner to maintain or replace existing on-site landscaping in the area of the WCF to ensure that the proposed antenna remains visually compatible with its surroundings and camouflaged.

6. There are no reasonable design or location alternatives to the requested use that would have less adverse effects on the surrounding property or be less detrimental to the public health, safety, and welfare.

Information provided by the Applicant indicates that the proposed use will fill a gap in coverage in the North Laguna Hills Area, as well as provide necessary increased network capacity. The proposed antennas are at the height necessary to achieve the desired coverage for the area, especially due to the somewhat hilly terrain. Due to the largely residential nature of the area, there are limited opportunities for rooftop WCFs. A WCF camouflaged as a tree in an open space area with other similar trees is ideal in a residential area.

7. The facility structures and equipment are located, designed, and screened to blend with the existing natural environment or built surroundings so as to reduce visual impacts to the extent feasible considering the technological requirements of the proposed telecommunication services and the need to be compatible with the character of the community.

The area where the WCF is proposed is an open space area with many mature eucalyptus and other trees. Mature eucalyptus and pine line many of the streets in the surrounding area as well. The WCF is designed to blend in to the context of the area's existing surroundings and site characteristics. Given that the antenna pole is camouflaged to appear as a eucalyptus tree, and the existing mature trees throughout the area, its visual impacts are reduced. The equipment enclosure exterior will be lined with trellises with live vines and will have the appearance of a roof to help it blend with the existing buildings as well as the natural setting of the park.

8. The facility is designed to blend with any existing supporting structures and does not substantially alter the character of the structure or local area.

The support structure will be a new pole camouflaged to appear as a eucalyptus tree. The "monoeucalyptus" is proposed because of its ability to blend with the existing mature trees on the site and in the vicinity and to blend with the natural setting of the park. The equipment enclosure is designed to appear like a small building, further screened by vines, lending to a more natural appearance suitable for a park setting. Therefore, the approval of this CUP will not substantially alter the character of the surrounding area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 1-15-3098 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Verizon Wireless; Laguna Village Owners Association, the owner(s) and tenant(s) of the property; and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit, CUP No. 1-15-3098 approved pursuant to this Resolution.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which

approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

4. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
6. This Permit may be modified or revoked by the Planning Agency should the Agency determine, after a duly noticed public hearing held in compliance with all applicable laws, including without limitation, the Federal Telecommunications Act and FCC rules and regulations, that the proposed use or conditions under which is being operated or maintained are detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
9. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from January 12, 2016.
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

12. The Applicant is required to completely dismantle and remove the communication facility and its antennas and all equipment on the subject property which are abandoned for a period of six months or more or upon expiration of the lease with the owner of record.
13. The Applicant shall cooperate with other communications companies in co-locating additional antennas on equipment structures or within the lease area, provided said co-applicants have received the proper City and leasehold approvals. The Applicant shall exercise good faith in co-locating with other communications companies and sharing the permitted site, provided such shared use does not give rise to a substantial technical level or quality of service impairment of the permitted use (as opposed to a competitive conflict or financial burden).
14. Within 90 days of commencement of operations, the Applicant shall be required to provide a preliminary report and field report prepared by a qualified engineer that shows the operation of the facility is in conformance with all applicable FCC standards and regulations, including, where incorporated by the FCC, the standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). Said report must be mailed or delivered to the Planning Division at 24035 El Toro Road, Laguna Hills, CA 92653.
15. The proposed facility shall comply with all applicable regulations outlined in Chapter 9-58 of the Laguna Hills Municipal Code regarding communication facilities.
16. The Applicant shall paint all panel antennas, dish antennas, and accompanying wire/conduits/mounting brackets to be compatible with the color of the surrounding eucalyptus trees. The leaves and simulated bark material shall also be finished to be compatible with surrounding eucalyptus trees. The finishes shall be consistent with the samples submitted as a part of the application for this Permit, specifically, bark sample labeled, "SC1, Light Bark Euc, Typical."
17. The Applicant shall maintain all communications facility and antenna camouflaging elements in a "like new" condition and shall promptly replace camouflaging materials applied to the monopole such as branches, bark, or antenna covers that become worn, defective, faded, or damaged within 90 days upon written notification from the Community Development Director.
18. Prior to the issuance of building permits, the Applicant shall submit to the Planning Division as a part of the construction documents a landscape plan of the affected area of the subject property. Such landscape plan shall include the existing trees to remain as well as a planting plan for the vines around the equipment enclosure. If new

or modified irrigation is required beyond what exists at the site, an irrigation plan shall be submitted as well.

19. The legally required findings in support of issuance of this Permit have been made based on the fact that the proposed WCF is to be located, designed, and screened to blend with the natural environment and camouflaged by the numerous existing mature trees and existing landscaping located on the subject property so as to reduce visual impacts to the extent feasible. As such, the Applicant/Property Owner shall not tree top, over prune, or remove any existing mature trees or other existing landscaping located on the subject property without the prior written approval of the Community Development Director. In the event that the Applicant/Property Owner fails to comply with this condition, the Community Development Director may bring this Permit back to the Planning Agency to consider additional conditions, amended conditions, or revocation.
20. If at any time in the future the Community Development Director determines in his or her sole discretion that any of the existing mature trees or existing landscaping on the subject site becomes ineffective at providing the necessary screening and/or camouflage for the WCF, the Applicant/Property Owner shall replace such existing tree(s) or landscaping as directed by the Community Development Director within 90 days upon written notification from the Community Development Director. In the event that the Applicant/Property Owner fails to comply with this condition, the Community Development Director may bring this Permit back to the Planning Agency to consider additional conditions, amended conditions, or revocation.
21. The Applicant shall ensure that to the extent feasible the "tree protection zones" (TPZs), as defined in the Arborist Report (Greeley, 8/13/15) will not be disturbed in the course of construction of the WCF. Any work that occurs within the defined TPZs shall be done in accordance with the recommendations set forth in the Arborist Report, including but not limited to all work being done with hand tools and be observed by a qualified arborist.
22. The equipment enclosure shall be constructed of split-faced cement block, which shall be identified clearly on the plans submitted for the purpose of permit issuance.
23. The Applicant shall remove graffiti from the subject property within 24 hours upon written notification from the Community Development Director or his or her designee.
24. The subject property shall be kept clean and clear of all trash and debris.

25. The Applicant shall secure applicable building permits, as required by Section 105 of the 2013 California Building Code, prior to the commencement of any work for which a permit is required.
26. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2013 California Building Code.
27. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
28. The Applicant shall comply with water quality requirements for general construction in City of Laguna Hills Ordinance 2003-12.
29. The Applicant shall comply with all requirements of the California Energy Commission at the time of document submittal for the purpose of permit issuance.
30. The Applicant shall submit to the Orange County Fire authority a battery plan (service codes PR370-375) for any system containing an aggregate quantity of electrolyte with hazard classification(s) in excess of the permit issuance threshold amount listed in CFC Appendix Chapter 1, Section 105. OCFA approval is required prior to building permit issuance.
31. The Applicant shall submit documents for a metering device and shall be responsible for ensuring separate building permits are obtained for such device.
32. All construction shall comply with the 2013 California Building, Mechanical, Plumbing, and Electrical Codes in regards to U occupancies.
33. The Applicant shall be responsible for applying for and acquiring an encroachment permit from the Public Services Department for all utility connections to the street.

PASSED, APPROVED, AND ADOPTED this 12th day of January, 2016.

BARBARA D. KOGERMAN, CHAIR

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. PA2016- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of January, 2016, by the following vote:

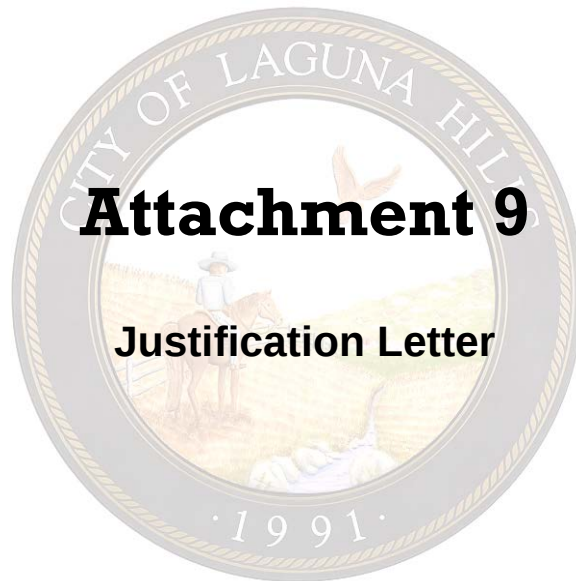
AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



Attachment 9

Justification Letter



DEVELOPMENT SERVICES

Authorized Agent for Verizon Wireless

Setting the new standard

Core Development Services

2749 Saturn Street

Brea, CA 92821

Main: (714)729-8404

Fax: (714)333-4441

web: www.core.us.com

City of Laguna Hills

APPLICATION FOR CONDITIONAL USE PERMIT

Project Information and Justification

With current efforts underway to establish the required infrastructure for its network in the City of Laguna Hills, Verizon Wireless has retained the services of Core Development Services to facilitate the land use entitlement process. On behalf of Verizon, Core is submitting an application to the County, and requesting approval of a Conditional Use Permit for the construction and operation of an unmanned wireless telecommunications facility, and presents the following project information for your consideration:

Site ID: Vittoria
Address: 23300 Santa Vittoria Dr.
Laguna Hills, CA 92653
APN: 8269-094-900
Zoning: OS-1 (Park District)

PROJECT REPRESENTATIVE-MAIN POINT OF CONTACT

Maree Hoeger, Authorized Agent for Verizon Wireless
Core Development Services
2749 Saturn Street
Brea, CA 92821
949-280-2531
mhoeger@core.us.com

PROJECT DESCRIPTION

Verizon Wireless proposes to construct, operate, and maintain an unmanned wireless telecommunications facility. Specifically, the proposal is for a 60'-0" faux eucalyptus tree ("mono-eucalyptus"), located at the southeastern area of the open space park area. The mono-eucalyptus will accommodate three (3) sectors of antennas, each consisting of four (4) panel antennas (total of 12 panel antennas on the mono-eucalyptus) installed at a centerline of 51'-0". Installation will also include four (4) RRU's per sector (12 RRU's total) and two (2) Raycaps mounted behind the antennas. All proposed antennas and equipment mounted to the proposed pole shall be painted to match the proposed mono-eucalyptus. Additionally, faux eucalyptus foliage and branches will be added to provide additional screening.

All telecom equipment racks and associated cables will be placed within a proposed adjacent 30'-0" x 15'-0" CMU block wall enclosure. Specifically the enclosure will screen one (1) stand-by generator, five (5) equipment cabinets (2 batteries and 3 radios), and two (2) Raycaps.



Additionally four (4) GPS antennas are proposed to be mounted on the equipment enclosure. The enclosure will have a shingled roof to match the existing park buildings. The total height of the shelter will be 11'-0". The antennas and equipment will be screened from view and constructed in a manner that will minimize any visual impacts.

No parking spaces are proposed to be removed or added in association with this proposal. As the facility is unmanned, one parking space will be used temporarily (non-exclusive) for approximately 30 minutes to 1 hour, once every four to six weeks, if a technician needs to come on site to address a maintenance issue that cannot be resolved remotely.

MAINTENANCE AND MONITORING

The facility is unmanned and operates 24 hours a day, 7 days a week. Since the facility is unmanned, it will not generate any traffic or impact traffic circulation. The facility is connected to a central network operations center that monitors the facility's status. Routine maintenance occurs once every 4-6 weeks to ensure the equipment is operating within normal specifications. Should an emergency arise, maintenance crews are dispatched as necessary to correct the situation.

HAZARDOUS MATERIALS

Sealed lead acid batteries are used for stand-by power in the event of a power failure on most Verizon Wireless Facilities. The batteries are often referred to as "gel cell" type batteries. Prior to issuing building permits, Verizon will complete the Hazardous Materials Questionnaire and get the appropriate approvals from the County. Additionally, the facility will not create any hazardous odor, light or glare.

PROPERTY CHARACTERISTICS

The open space property is owned by the Laguna Village Owner's Association. The land use designation of the proposed site is OS-1 (Park District). It is located on the corner of Santa Vittoria Drive and Ridge Route Drive. The open space park is relatively flat in topography, surrounded by residential dwellings (RF's objective area). An existing Community Center build, pool, tennis courts and parking lot are featured on the property as well. There are no known scenic aspects of this site. Furthermore, there are no known adverse soil conditions and no known protected species of plants or animals on site.

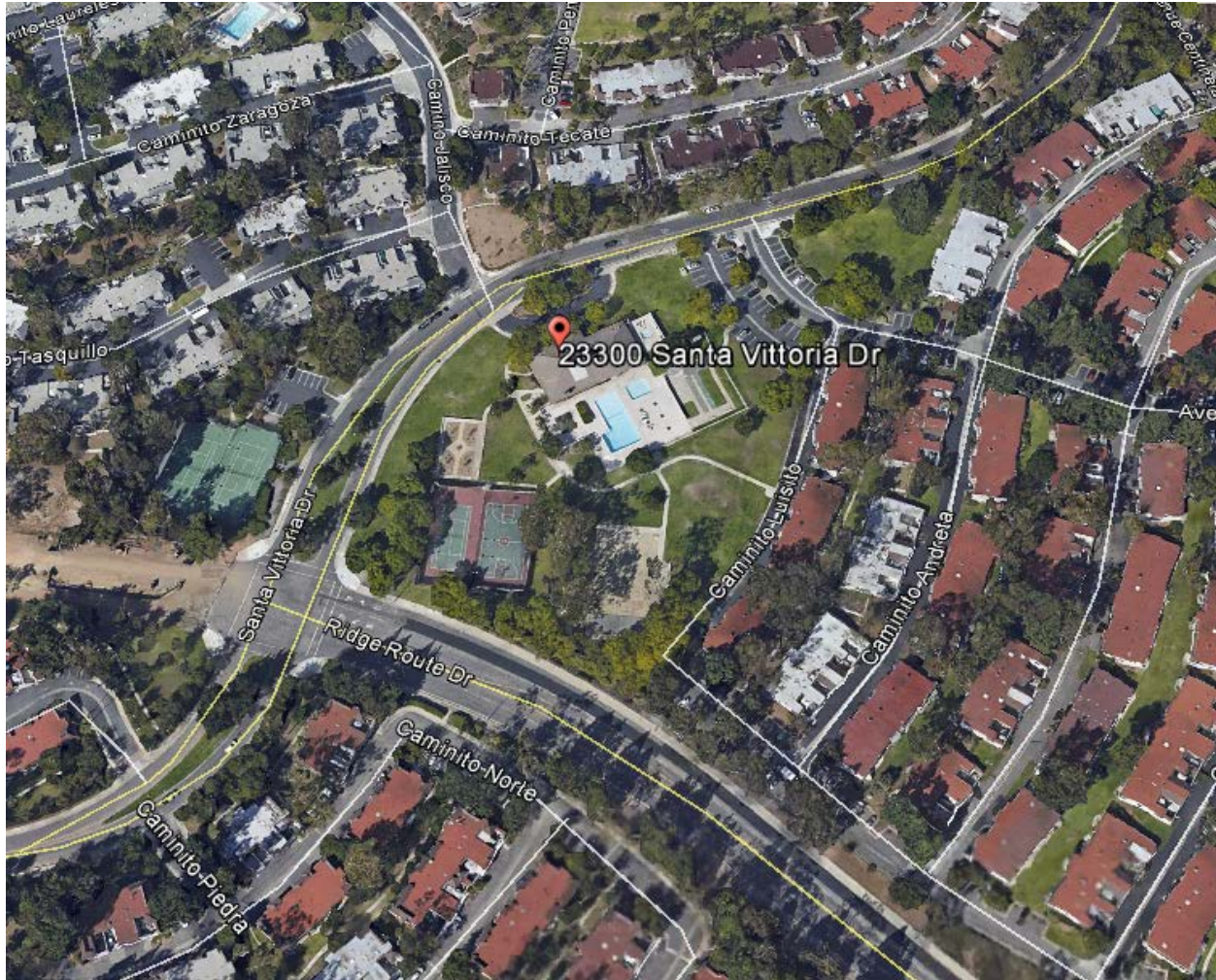
The surrounding land uses are as follows:

North: MLDR (Medium-Low Density Residential)

South: MLDR (Medium-Low Density Residential)

East: MLDR (Medium-Low Density Residential)

West: MLDR (Medium-Low Density Residential)

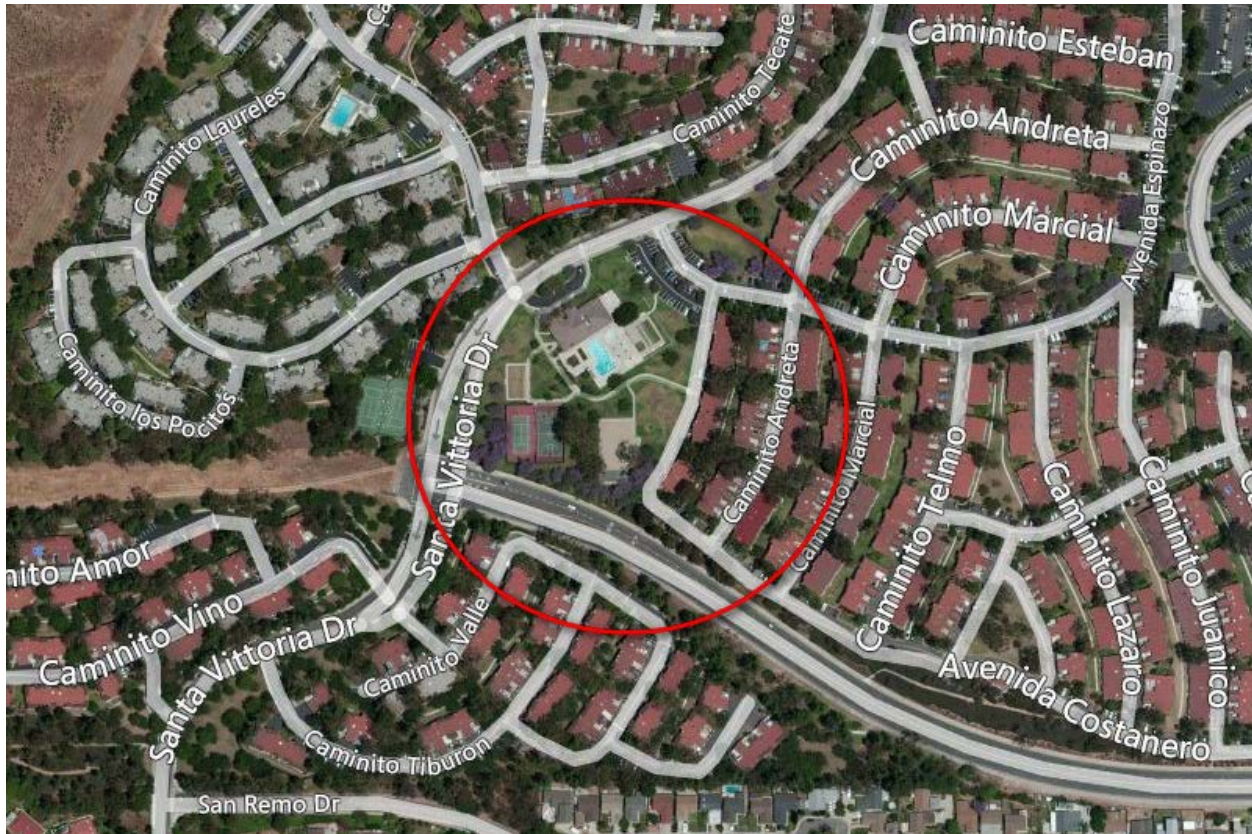


PROJECT OBJECTIVE

Wireless carriers deploy new wireless facilities in a specific area to achieve the one of the following:

- Provide signal coverage of sufficient strength to achieve consistent, sustainable, and reliable service to customers at a level sufficient for outdoor, in-vehicle, and in-building penetration with good voice and data quality during high demand periods. (Threshold, -85dBm).
- Provide additional system capacity to ensure there is sufficient signal capacity to offset the contraction of signal experienced when nearby sites become overloaded and more enhanced voice and data services are used (4G and other high speed data services)

thereby creating periodic gaps. With heavy use this contraction of signal is intensified due to the unique properties of digital radio transmissions.



In this specific case, the proposed site is both a coverage and a capacity site. Due to the difficult terrain challenges in the surrounding area, signal from the neighboring site LAKE FOREST does not provide adequate or reliable in-building coverage to the community. In order to provide the best possible service to the surrounding residential units, clear signals are necessary. The poor signal quality that serves this area degrades the user experience by providing slow data speeds, unreliable network access and frequent connection drops. The proposed site will provide reliable wireless telecommunications services to Verizon customers in this portion of the city.

Verizon's radio frequency (RF) engineers also observed that the existing/surrounding Verizon sites are becoming overloaded, and determined that an additional facility is needed in order to relieve network traffic congestion and ensure reliable levels of service. This site will provide LTE capacity relief, enhancing service for the IIC BETA, LAKE FOREST BETA, and IRVINE MEADOWS ALPHA. Radio frequency coverage maps have been provided to illustrate this issue with the



network. The deployment of the proposed site will provide a significant improvement over the existing conditions.

CO-LOCATION OF OTHER CARRIERS

The subject property has no other existing carriers on site as Verizon's proposed antennas will be the first at the open space park site. As such, no co-location opportunities exist in the immediate surrounding area which has been approved by the RF Engineer. This facility will be co-locatable for other carriers to join.

SITING ANALYSIS

Customer demand drives the need for new cell sites. Data relating to incomplete and dropped calls is gathered, drive-tests are conducted, and scientific modeling using sophisticated software is evaluated. Once the area requiring a new site is identified, a target/search ring on a map is provided to a real estate professional to being a search for a suitable location.

During an initial reconnaissance, properties considered for the installation of a cell site must be located in the general vicinity of the ring, with an appropriate zoning designation, and appear to have enough space to accommodate an antenna structure and the supporting radio equipment. The size of the space will vary depending on the objective of the site. The owners of each prospective location are notified to assess their interest in partnering with Verizon Wireless.

Four key elements are considered in the selection process:

- **Leasing:** The property must have an owner who is willing to enter into a long-term lease agreement under very specific terms and conditions.
- **Zoning:** It must be suitably zoned in accordance with local land-use codes to allow for a successful permitting process.
- **Construction:** Construction constraints and costs must be reasonable from a business perspective, and it must be feasible for the proposed project to be constructed in accordance with local building code and safety standards.
- **RF:** The property and facility must strategically be located to be able to achieve the RF engineer's objective to close the significant gap with antennas at a height to clear nearby obstructions.

The search area to address the coverage gap described above is predominantly open space and residential zones. The Site Selection/ Alternative Site Analysis section below details the characteristics of the surrounding land uses, topography of the property, and the reasons why a site is or is not feasible.



SITE SELECTION/ PREFERRED SITES

The search area ring was created by the radio frequency engineer (RF) for Verizon Wireless site “Vittoria” and is centered in open space and residential zones. While it is ideal for Verizon to locate their facility as far away from residential uses as possible, it is often times a challenge to do so when the intended coverage is for the residential community. In order to be closer to the coverage area, Verizon needs to find a location that is the least obtrusive to the community while still meeting coverage, design and construction objectives.

The proposed mono-eucalyptus design meets the City of Laguna Hills’ standards regarding the antennas being designed to minimize visual impact by means of placement. The facility is screened and camouflaged to the surrounding vegetated area as the mono-eucalyptus design is stealth in nature. The tree is being proposed in an area where plenty of trees exist and will help the facility blend to further screen from residential units. Due to the proposed mono-eucalyptus being located on an open space zoned property that possesses a variety of trees, it has created a context where a 60’-0” mono-eucalyptus fits in with its surrounding area. The facility also provides an opportunity for future wireless carriers to potentially collocate on. The proposed equipment and generator screening will also be built to match the adjacent existing building on site in terms of color, material, accents, and texture. This facility will facilitate filling a significant gap in wireless coverage for Verizon’s Network in this area while blending in with the surrounding environment.

The proposed location for the wireless communication facility was chosen for its ability to meet the intended coverage objective of the surrounding residential units while remaining stealth in design and unobtrusive in nature. The proposed facility will not interfere with the anticipated growth of the development or surrounding land uses. On the contrary, deployment of the wireless facility will assist in supporting future growth of the property and surrounding community in that it will improve the coverage and capacity issues for users (in-building, in-transit, pedestrian level) of the Verizon Wireless network. The intent of the mono-eucalyptus is to effectively screen the antennas from surrounding residential units and vantage points as is demonstrated in the submitted photographic simulations.

ALTERNATIVE SITE ANALYSIS

Verizon Wireless explores candidates very thoroughly during the site selection process and ranks them or rules them out based on their ability or inability to meet the coverage or capacity needs of the search ring, as well as other factors including construction feasibility, leasing feasibility, zoning feasibility, etc. Therefore, by the time an application is submitted, the best candidate and least obtrusive design would have been selected and proposed.



Due to the Search Area Ring mainly being residential (see picture above), this candidate was the only viable option for a Wireless Telecommunication Facility. For this reason, no alternative sites were explored. With this location, the property owner has shown interest, it is zoning feasible, construction will have access to the right-of-way and utilities, and there is adequate coverage to meet the RF objective of the surrounding residential area.

PROJECT BENEFITS

The proposed project will provide the following community benefits:

- Telephone, data transmission, paging, short message functions, and voicemail services and reliable services for emergency purposes.
- Personal safety and security for community members in an emergency, or when there is an urgent need to reach family members or friends. Safety is the primary reason parents provide their children with cell phones. Currently 25% of preteens, 9 to 12, and 75% of all teens, 13 to 19, have cell phones.
- Enhanced emergency response communications for police, fire, paramedics and other emergency services.
- Enhanced 911 Services (E911) - The FCC mandates that all cell sites have location capability. Effective site geometry within the overall network is needed to achieve accurate location information for mobile users through triangulation with active cell sites (over half of all 911 calls are made using mobile phones).
- Better voice and reception quality.
- Higher security and privacy for telephone users.

CONSTRUCTION ACCESS/STAGING

There are multiple options for construction access and staging and Verizon will work with the City of Laguna Hills to determine which is most appropriate for the neighborhood as well as which will avoid disruption at the park site. The site can be accessed from the ROW along Ridge Route and/or Santa Vittoria or from the parking lot on-site. Verizon will replace any landscaping, grass, and/or trees that are damaged Verizon will be responsible for repairing and replacing it to the satisfaction of the city. The path of travel will be 10' to 12' wide. Verizon will need to bring a drill rig for the caisson and equipment to remove dirt. A man-lift will be parked on the property near the construction site.

Staging will need three parking spaces in the parking lot and Verizon will provide temporary fencing for this. Also, temporary fencing will be provided for 25' around the site and tower so construction personnel can access the area. Generator fueling can be walked in with cans from the parking area or by vehicle with a permit from the city to stop in the ROW. Verizon will do a



pre-construction site visit or visits with city representatives to thoroughly address all aspects of construction.

REGULATING AGENCIES

Verizon Wireless is a registered public utility, licensed and regulated by the Public Utilities Commission (CPUC) and the Federal Communications Commission (FCC). As a public utility, Verizon Wireless is licensed by the FCC, is authorized to operate, and must provide wireless communication services throughout the nation.

Verizon Wireless' telecommunications facilities operate at the lowest possible power levels and are well below established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These standards have been tested and proven safe by the American National Standards Institute and the Institute of Electrical and Electronics Engineers (IEEE). The proposed communications facility will operate in full compliance with the U.S. standards for radio frequency emissions as published by the American National Standards Institute (ANSI). The ANSI was developed by the committee composed of 125 scientists from universities, non-profit laboratories and Federal Health Laboratories (FDA, NIOSH and EPA). In 1992 the ANSI established, as a public safety standard, a maximum exposure level to radio frequency emissions of 1000 microwatts per centimeter squared (1,000 uW/cm²).

The development of this facility will further enhance Verizon's Southern California wireless network by allowing its customers reliable access to Verizon's nationwide network of services. Similar to the other existing wireless service providers, each Verizon Wireless communications facility, or base station, will consist of transmitting and receiving antennas mounted on a communication tower or other suitable structure. This specific proposed site will become an integral part of Verizon's City of Laguna Hills' wireless network.

The enclosed application is presented for your consideration. Verizon Wireless requests a favorable determination and approval to build the proposed facility. Please contact me at (949) 280-2531 or mhoeger@core.us.com for any questions or requests for additional information.

Respectfully submitted,

Maree Hoeger
Authorized Agent for Verizon Wireless



verizon

SITE NAME

VITTORIA

NON-MACRO CELL SITE

23300 Santa Vittoria Dr.
Laguna Hills, CA 92653



C.R. CARNEY
ARCHITECTS

8865 Research Drive, Suite 100
Irvine, California 92618
(949) 656-8444
Fax (949) 656-8740

APPLICANT

verizon

15505 Sand Canyon Avenue
Building D, 1st Floor
Irvine, California 92618
(949) 286-7000

SITE INFORMATION

Vittoria

23300 Santa Vittoria Dr.
Laguna Hills, California 92653

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDLORD		
ZONING		
VZWM SITE ACQ.		
VZWM RF		
VZWM INTERCONNECT		
VZWM UTILITY COORD.		
VZWM CONST. MGR.		
VZWM PROJ. MGR.		

REVISIONS

△	Description	Date
0	Client Review - 90% ZDs	6/25/14
1	Client Comments-100% ZDs	7/30/14
2	Planning Comments -100% ZDs	5/5/15
3	Utility Design	6/22/15
4	MV Removal	10/06/15
5	Client Comments-100% ZDs	11/4/15
6	Client Comments-100% ZDs	11/10/15
7	Client Comments-100% ZDs	11/11/15

Job Number:	14148	Drawn By:	G.K.
Web Date:	4/14/14	Checked By:	U.C.

SHEET TITLE

TITLE SHEET

T-1.0

VICINITY MAP

Reference: 2005 Thomas Brothers Map Guide, Page 4551, F-5



DRIVING DIRECTIONS

Driving Directions

Starting at Irvine Campus, 15505 Sand Canyon Ave:

- Head southeast on Sand Canyon Ave toward Barranca Pkwy 2.3 mi
- Turn left onto Alton Pkwy 0.7 mi
- Turn right onto Laguna Canyon Rd 0.5 mi
- At the traffic circle, continue straight to stay on Laguna Canyon Rd (sign for California 133 S) 0.6 mi
- Turn right at stay on Laguna Canyon Rd (sign for California 133 S) 0.5 mi
- Merge onto I-10E/I-5N 1.0 mi
- Follow Lake Forest Dr to Santa Vittoria Dr in Laguna Hills 0.4 mi
- Take the 1st left onto Lake Forest Dr 2.1 mi
- Turn right onto Santa Vittoria Dr 2.6 mi
- Take the Pico Canyon Rd exit 1.3 mi
- Make a U-turn at Ridge Rte Dr 0.7 mi

Destination will be on the right
23300 Santa Vittoria Dr.
Laguna Woods, CA 92653

LEGAL DESCRIPTION

Title Report Identification

COMMONWEALTH LAND TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 08022347, DATED AS OF APRIL 24, 2014.

Assessor's Parcel Number

ORANGE COUNTY A.P.N. 558-042-15

Legal Description

LOT 7 OF TRACT NO. 8333, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 542, PAGES 12 TO 18 INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LOTS 1 AND 2 OF SAID TRACT, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 7; THENCE ALONG THE BOUNDARY OF SAID LOT 7 THE FOLLOWING COURSE: NORTH 12°00'00" EAST, 125.19 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 353.09 FEET, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°20'00" A DISTANCE OF 353.32 FEET AND TANGENT TO SAID CURVE NORTH 67°46'00" EAST 111.91 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE, BEING ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 1, NORTH 67°46'00" EAST, 63.00 FEET; THENCE LEAVING THE BOUNDARY OF SAID LOT 1, SOUTH 22°14'00" EAST, 8.47 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 182.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°06'49" A DISTANCE OF 151.29 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 412.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 72°37'37" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°52'36" A DISTANCE OF 16.45 FEET; THENCE TANGENT TO SAID CURVE SOUTH 82°32'27" WEST, 45.59 FEET TO A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 548.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'03" A DISTANCE OF 242.15 FEET; THENCE TANGENT TO SAID CURVE SOUTH 30°54'30" WEST 145.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1450.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 20°05'47" EAST, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID LOT 2; THENCE NORTHWESTERLY ALONG SAID CURVE SOUTHERLY BOUNDARY OF SAID LOTS 2 AND 7 THROUGH A CENTRAL ANGLE OF 12°14'16" A DISTANCE OF 335.01 FEET TO AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF SAID LOT 7; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 37°52'44" WEST, 36.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER OR WHICH MIGHT PROCEED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, WITHOUT THE RIGHT TO ENTER UPON OR USE ANY PORTION OF SAID LAND LYING ABOVE SAID PLANE, AS RESERVED IN DEED RECORDED DECEMBER 31, 1979 IN BOOK 9506, PAGE 546 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY AND ALL APPURTENANT WATER RIGHTS AFFECTING SAID LAND AND ALL RIGHTS IN AND TO THE DAK LAKE, FACILITIES AND WATER IMPOUNDED THEREON, OR THE RIGHT TO RECEIVE WATER THEREFROM, IF ANY, LOCATED ON A JOINING PROPERTY, AS RESERVED IN DEED RECORDED DECEMBER 31, 1970 IN BOOK 9506, PAGE 546 OF OFFICIAL RECORDS.

INSPECTIONS & APPROVALS

PROJECT INFORMATION

Project Description

THIS IS AN UNMANNED 884 SQ. FT. TELECOMMUNICATIONS FACILITY FOR VERIZON WIRELESS CONSISTING OF: 60' TALL FAUX EUCALYPTUS ANTENNA STRUCTURE WITH (12) PANEL ANTENNAS, (4) RAYCAPS, (12) RRUS AND (12) RRUA2s AT ANTENNAS, A STANDBY GENERATOR, (5) NEW U.L. LISTED EQUIPMENT CABINETS (2 BATTERIES AND 3 RADIOS), A C.M.U. BLOCK WALL TO ENCLOSE THE LEASE AREA, AND CONNECTION TO EXISTING NEARBY ELECTRICAL AND TELEPHONE UTILITIES AS REQUIRED TO SERVICE THE SITE.

THESE IMPROVEMENTS WILL ENHANCE THE GENERAL SAFETY AND WELFARE WITHIN THE CITY OF LAGUNA HILLS BY PROVIDING CLEAR AND RELIABLE WIRELESS TELECOMMUNICATIONS WHICH CAN CONTINUE TO FUNCTION IN THE EVENT THAT TELEPHONE (WIRE) SERVICE IS INTERRUPTED DURING AN EMERGENCY SITUATION OR NATURAL DISASTER.

Zoning Data

ZONING DESIGNATION: 05-1(Park District)
EXISTING SITE USE: RAW LAND
PROPOSED SITE USE: TELECOMMUNICATIONS SITE
PROPOSED SITE LEASE AREA: 884 SQ. FT.

PROJECT TEAM

Property Owner

LAGUNA VILLAGE OWNERS
ASSOCIATION, INC.
23300 SANTA VITTORIA,
LAGUNA WOODS, CA 92653
CONTACT: LESLEY MILLENDER-IRWIN
PHONE: (949) 859-2100

Applicant

VERIZON WIRELESS
15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618
CONTACT: PROPERTY MANAGEMENT
PHONE: (949) 286-7000

Architect

C.R. CARNEY ARCHITECTS, INC.
8865 RESEARCH DRIVE, SUITE 100
IRVINE, CALIFORNIA 92618
CONTACT: ULYSSES CARMONA
PHONE: (949) 656-8444
EMAIL: ucarmona@carneyarch.com

Site Acquisition / Zoning

CORE DEVELOPMENT SERVICES
2749 SATURN STREET
BREA, CALIFORNIA 92821
ZONING MANAGER: DRUM AHMED
PHONE: (714) 294-8833
EMAIL: edahmed@core.us.com
SITE ACQUISITION: ROXANA AMINI
PHONE: (714) 392-8034
EMAIL: ramini@core.us.com

Surveyor

BERT HAZE & ASSOCIATES, INC.
3188 AIRWAY AVE, SUITE 8K1
COSTA MESA, CALIFORNIA 92626
CONTACT: BERT HAZE
EMAIL: bert@berthaze.com

SHEET INDEX

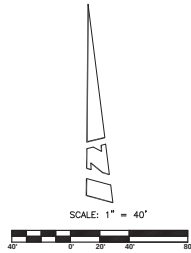
Count	Sheet No.	Sheet Title
1	T-10	TITLE SHEET
2	LS-1	TOPOGRAPHIC SURVEY
3	LS-2	TOPOGRAPHIC SURVEY
4	A-10	SITE PLAN
5	A-11	300' PARCEL PROPERTY LINE SITE PLAN
6	A-20	LEASE AREA & ANTENNA PLAN
7	A-30	ELEVATIONS
8	A-31	ELEVATIONS

PROJECT APPROVALS

Approved By:	Initials	Date	Comments
Landlord			
Zoning			
VZWM Site Acq.			
VZWM RF			
VZWM Interconnect			
VZWM Util. Coord.			
VZWM Const. Mgr.			
VZWM Proj. Mgr.			

PROPRIETARY INFORMATION

NOT FOR USE OR DISCLOSURE OUTSIDE VERIZON WIRELESS EXCEPT UNDER WRITTEN AGREEMENT



BASIS OF BEARINGS:

THE NWLY RIGHT OF WAY LINE OF VITTORIA DRIVE, BEING NORTH 10°26'00" EAST PER TRACT NO. 8333, M.M. 342/12-18, RECORDS OF ORANGE COUNTY.

ASSESSOR'S IDENTIFICATION:

ORANGE COUNTY A.P.N. 588-042-15

AREA:

4.46± ACRES PER ORANGE COUNTY ASSESSOR

BENCH MARK REFERENCE:

U.S.G.S. BENCH MARK "BM 379"

UNITED STATES GEOLOGICAL SURVEY BENCH MARK "BM 379" AS SHOWN ON THE "SAN JUAN CAPISTRANO" 7.5 MINUTE QUADRANGLE MAP.

ELEVATION: 381.5 FEET A.M.S.L. (NAVD88) (DATUM VERIFIED IN FIELD TO BE WITHIN 1-A ACCURACY STANDARDS)

TITLE REPORT IDENTIFICATION:

COMMONWEALTH LAND TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 08022347, DATED AS OF APRIL 24, 2014.

EASEMENT NOTES

EASEMENT(S) SHOWN HEREON ARE PER COMMONWEALTH LAND TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 08022347, DATED AS OF APRIL 24, 2014.

2 AN EASEMENT FOR PUBLIC STREET, SHOWN ON TRACT NO. 8333, M.M. 342/12-18. (*SANTA VITTORIA DRIVE, RIDGE ROUTE DRIVE AND CANADA ROAD*)

3 THE OWNERSHIP OF SAID LAND HAS NO RIGHTS OF VEHICULAR ACCESS TO RIDGE ROUTE DRIVE, PER TRACT NO. 8333, M.M. 342/12/18.

5 AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY FOR PUBLIC UTILITIES, RECORDED MARCH 6, 1975, IN BOOK 11552, PAGE 1632 OF OFFICIAL RECORDS. (*ALONG PRIVATE STREETS, EXACT LOCATION NOT GIVEN ON REFERENCED TRACT MAP*)

6 AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITIES, RECORDED OCTOBER 14, 1975, IN BOOK 11538, PAGE 1595 OF OFFICIAL RECORDS.

9 AN EASEMENT GRANTED TO COMMUNITY SERVICES FOR PUBLIC UTILITIES, RECORDED IN BOOK 11559, PAGE 1224 OF OFFICIAL RECORDS. (*BLANKET EXCEPT BUILDINGS, SWIMMING POOLS AND STRUCTURES, EXACT LOCATION NOT GIVEN IN DOCUMENT*)

10 AN EASEMENT GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR PUBLIC UTILITIES, RECORDED IN BOOK 11716, PAGE 131 OF OFFICIAL RECORDS. (*DOES NOT AFFECT SITE, FALLS N'LY*)

11 AN EASEMENT GRANTED TO ROSSMOOR SANITATION FOR PUBLIC UTILITIES, RECORDED IN BOOK 12240, PAGE 825 OF OFFICIAL RECORDS. (*DOES NOT AFFECT SITE, FALLS N'LY*)

12 EASEMENT FOR GRANTED TO ROSSMOOR SANITATION FOR PUBLIC UTILITIES, RECORDED IN BOOK 12240, PAGE 829 OF OFFICIAL RECORDS. (*DOES NOT AFFECT SITE, FALLS N'LY*)

13 AN EASEMENT GRANTED TO ROSSMOOR WATER COMPANY FOR PUBLIC UTILITIES, RECORDED IN BOOK 12240, PAGE 835 OF OFFICIAL RECORDS. (*DOES NOT AFFECT SITE, FALLS N'LY*)

14 AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES, RECORDED MARCH 15, 1988, AS INSTRUMENT NO. 88-116553 OF OFFICIAL RECORDS.

15 AN EASEMENT GRANTED TO TIMES MIRROR CABLE TELEVISION OF ORANGE COUNTY FOR PUBLIC UTILITIES, RECORDED DECEMBER 1, 1994, AS INSTRUMENT NO. 94-0694738 OF OFFICIAL RECORDS. (*BLANKET EXCEPT BUILDINGS, SWIMMING POOLS AND STRUCTURES, EXACT LOCATION NOT GIVEN IN DOCUMENT*)

16 AN EASEMENT GRANTED TO EL TORO WATER DISTRICT FOR PUBLIC UTILITIES, RECORDED MAY 13, 2013, AS INSTRUMENT NO. 2013000287435 OF OFFICIAL RECORDS.

17 AN EASEMENT GRANTED TO EL TORO WATER DISTRICT FOR PUBLIC UTILITIES, RECORDED JUNE 6, 2013, AS INSTRUMENT NO. 2013000344981 OF OFFICIAL RECORDS.

○ DENOTES ITEM PLOTTED HEREON

LEGAL DESCRIPTION:

LOT 7 OF TRACT NO. 8333, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 342, PAGES 12 TO 18 INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY REORDERER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LOTS 1 AND 2 OF SAID TRACT, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 7; THENCE ALONG THE BOUNDARY OF SAID LOT 7 THE FOLLOWING COURSES: NORTH 10°26'00" EAST, 125.19 FEET TO A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 353.09 FEET, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°20'00" A DISTANCE OF 353.32 FEET AND TANGENT TO SAID CURVE NORTH 67°46'00" EAST 111.91 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE, BEING ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 1, NORTH 67°46'00" EAST, 63.00 FEET; THENCE LEAVING THE BOUNDARY OF SAID LOT 1, SOUTH 22°14'00" EAST, 8.47 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 192.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°08'49" A DISTANCE OF 151.29 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 412.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 72°31'51" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°52'56" A DISTANCE OF 85.40 FEET; THENCE TANGENT TO SAID CURVE SOUTH 05°35'27" WEST, 45.58 FEET TO A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 548.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°19'03" A DISTANCE OF 242.15 FEET; THENCE TANGENT TO SAID CURVE SOUTH 30°54'50" WEST 145.90 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1450.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 26°06'54" EAST; SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID LOT 2; THENCE NORTHWESTERLY ALONG SAID CURVE SOUTHERLY BOUNDARY OF SAID LOTS 2 AND 7 THROUGH A CENTRAL ANGLE OF 13°14'16" A DISTANCE OF 335.01 FEET TO AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF SAID LOT 7; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 31°02'46" WEST, 36.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER OR WHICH MAYBE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, WITHOUT THE RIGHT TO ENTER UPON OR USE ANY PORTION OF SAID LAND LYING ABOVE SAID PLANE, AS RESERVED IN DEED RECORDED DECEMBER 31, 1979 IN BOOK 9506, PAGE 546 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY AND ALL APPURTENANT WATER RIGHTS AFFECTING SAID LAND AND ALL RIGHTS IN AND TO THE DAM, LAKE, FACILITIES AND WATER IMPOUNDED THEREIN, OR THE RIGHT TO RECEIVE WATER THEREFROM, IF ANY, LOCATED ON A JOINING PROPERTY, AS RESERVED IN DEED RECORDED DECEMBER 31, 1970 IN BOOK 9506, PAGE 546 OF OFFICIAL RECORDS.

DATE OF SURVEY:

JUNE 11, 2014
ADDITIONAL TOPO: APRIL 20, 2015

LIVING PLANTS STATEMENT:

THE HEIGHTS AND ELEVATIONS FOR THE TREES, BUSHES AND OTHER LIVING PLANTS SHOWN HEREON, SHOULD BE CONSIDERED APPROXIMATE (+/-) AND ONLY VALID FOR THE DATE OF THIS SURVEY. THEY ARE GENERAL REFERENCE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.

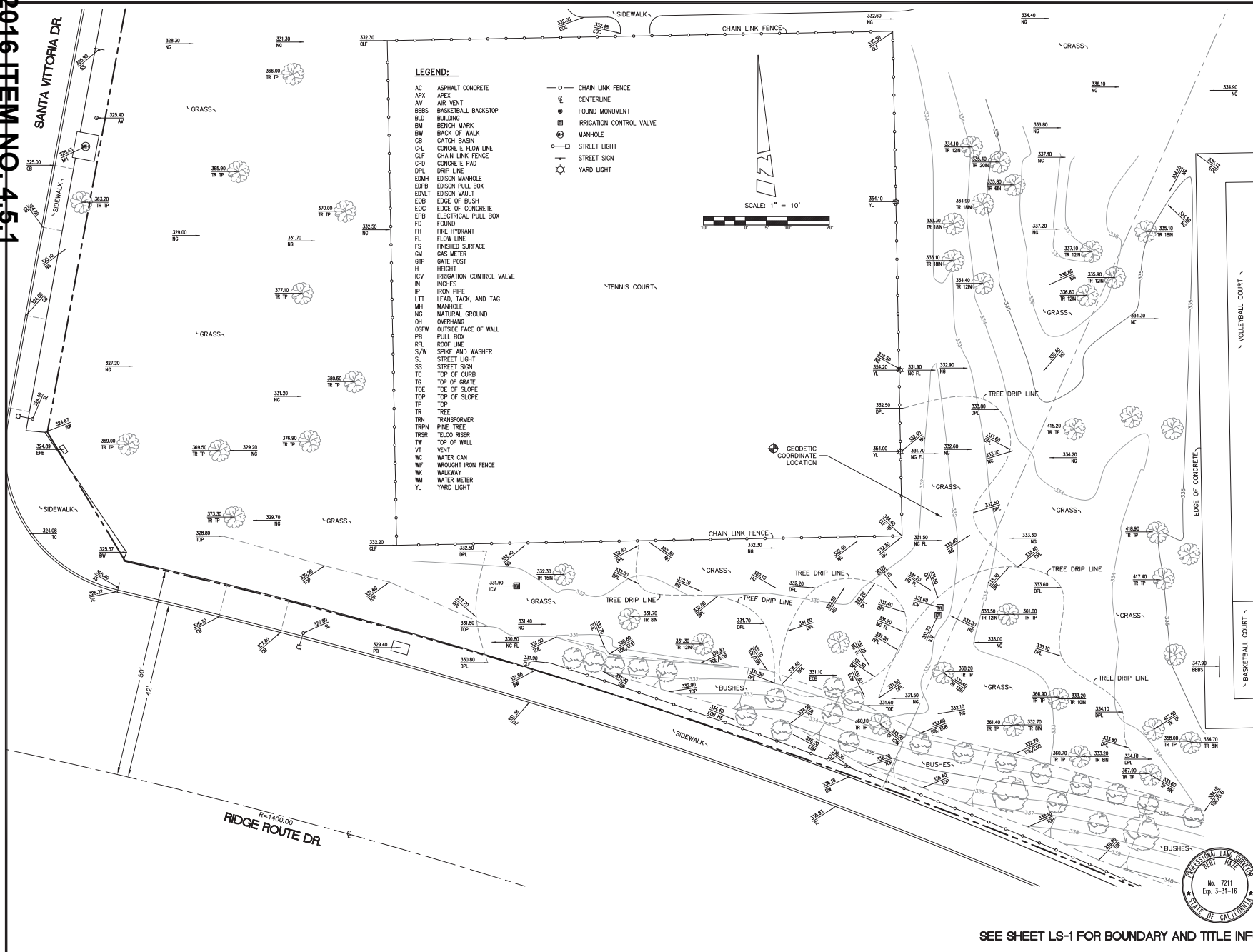


SEE SHEET LS-2 FOR SITE DETAILS

LEGEND:

- AC ASPHALT CONCRETE
- APX APEX
- AV AIR VENT
- BBSS BASKETBALL BACKSTOP
- BLD BUILDING
- BM BENCH MARK
- BW BACK OF WALK
- CB CATCH BASIN
- CL CONCRETE FLOW LINE
- CLF CHAIN LINK FENCE
- CPL CONCRETE PAD
- DRP DRIP LINE
- EDMB EDISON MANHOLE
- EDPB EDISON PULL BOX
- EDVLT EDISON VAULT
- EDB EDGE OF BUSH
- EOC EDGE OF CONCRETE
- EPB ELECTRICAL PULL BOX
- FD FOUND
- FH FIRE HYDRANT
- FL FLOW LINE
- FS FINISHED SURFACE
- GM GAS METER
- GP GATE POST
- HP HEIGHT
- ICV IRRIGATION CONTROL VALVE
- IN INCHES
- IP IRON PIPE
- LTT LEAD, TACK, AND TAG
- MH MANHOLE
- NG NATURAL GROUND
- OH OVERHANG
- OSP OUTSIDE FACE OF WALL
- PB PULL BOX
- RFL ROOF LINE
- S/W SPIKE AND WASHER
- SS STREET SIGN
- TC TOP OF CURB
- TO TOP OF GRADE
- TOE TOP OF SLOPE
- TOP TOP
- TP TOP
- TR TREE
- TRF TRANSFORMER
- TRPN PINE TREE
- TRSR TELCO RISER
- TW TOP OF WALL
- VT VENT
- WC WATER CAN
- WIF WROUGHT IRON FENCE
- WM WALKWAY
- WM WATER METER
- YL YARD LIGHT
- CHAIN LINK FENCE
- CENTERLINE
- FOUND MONUMENT
- IRRIGATION CONTROL VALVE
- MANHOLE
- STREET LIGHT
- STREET SIGN
- YARD LIGHT

1442/2016 ITEM NO. 4.5.1



C.R. CARNEY ARCHITECTS

12841 Newport Avenue
Tustin, California 92780-2711
(714) 665-9500
Fax (714) 665-9501

PREPARED BY:

BERT HASE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 ARWAY AVENUE, SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX
JN. 728.362

APPLICANT

verizonwireless

15505 Sand Canyon Avenue
Building D, 1st Floor
Irvine, California 92618
(949) 286-7000

SITE INFORMATION

VITTORIA

23300 SANTA VITTORIA DR.
LAGUNA HILLS, CA 92653

APPROVALS

DEPARTMENT	INITIALS	DATE
LAND/ORD.		
ZONING		
YVW BITE ACQ.		
YVW RP.		
YVW INTERCONNECT.		
YVW UTILITY COORD.		
YVW CONST. MOD.		
YVW PROJ. MOD.		

REVISIONS

△	Description	Date
1	ISSUED FOR REVIEW (MDL)	06/18/14
2	ADDED TITLE INFO. (JA)	06/18/14
3	ADDITIONAL TOPO (MDL)	04/27/15

Job Number: **N. 728.362** Drawn By: **MDL**

Scale: **1" = 10'** Checked By: **CWW**

SHEET TITLE

TOPOGRAPHIC SURVEY

LS-2

SEE SHEET LS-1 FOR BOUNDARY AND TITLE INFO.

12" MIN. OR
INSPECTOR REQUESTS.
PATCH TO MATCH EXISTING
TRENCH
EXISTING GRADE

DIGALERT

Call 2 Working Days Before You Dig
1-800-227-2600

4" CONDUIT, SCH40 P.V.C.
4" SCH40 P.V.C. RISERS PER
UTILITY CO. REQUIREMENTS

4" CONDUIT, SCH40 P.V.C.
4" SCH40 P.V.C. RISERS PER
UTILITY CO. REQUIREMENTS

SLURRY BACKFILL TO TOP
FOR TRAFFIC AREAS ONLY
AND NORMAL BACKFILL
OTHERWISE.

NOTE:
VERIFY WITH SERVING UTILITY CO.

UTILITY TRENCH - 1

SCALE: NONE

17

12" MIN. OR
INSPECTOR REQUESTS.
PATCH TO MATCH EXISTING
TRENCH
EXISTING GRADE

DIGALERT

Call 2 Working Days Before You Dig
1-800-227-2600

4" CONDUIT, SCH40 P.V.C.
4" SCH40 P.V.C. RISERS PER
UTILITY CO. REQUIREMENTS

4" CONDUIT, SCH40 P.V.C.
4" SCH40 P.V.C. RISERS PER
UTILITY CO. REQUIREMENTS

SLURRY BACKFILL TO TOP
FOR TRAFFIC AREAS ONLY
AND NORMAL BACKFILL
OTHERWISE.

NOTE:
VERIFY WITH SERVING UTILITY CO.

UTILITY TRENCH - 2

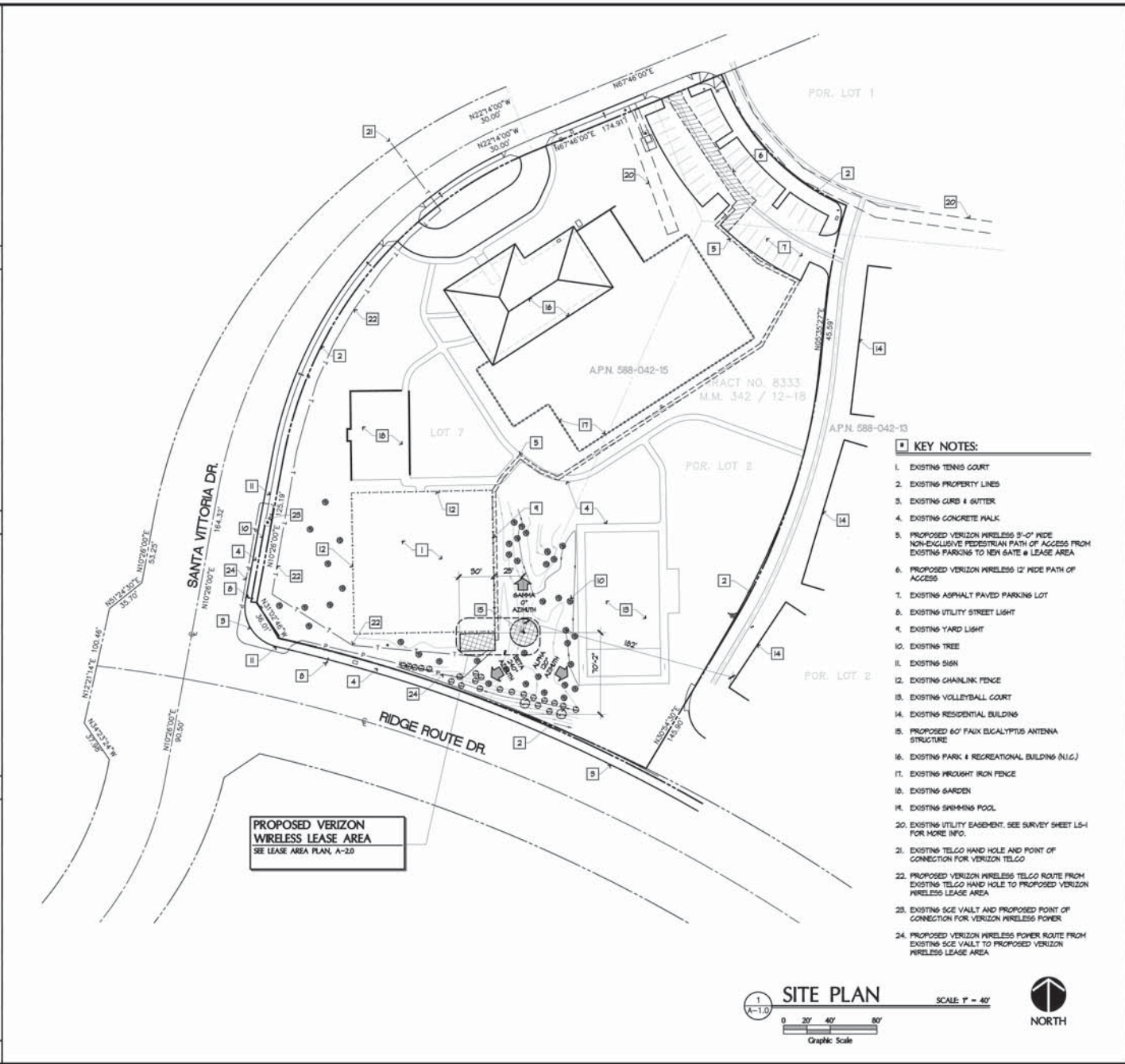
SCALE: NONE

18

NOT USED

14142/2016 ITEM NO. 4.5.1

NOT USED



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SITE INFORMATION

Vittoria

23300 Santa Vittoria Dr.
Laguna Hills, California 92653

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDLORD:		
ZONING:		
VZV SITE ACQ:		
VZV RF:		
VZV INTERCONNECT:		
VZV UTILITY COORD:		
VZV CONST. MGR:		
VZV PROJ. MGR:		

REVISIONS

Δ	Description	Date
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5	Client Comments-100% ZDs	11/4/15
6	Client Comments-100% ZDs	11/10/15
7	Client Comments-100% ZDs	11/11/15

Job Number: 14148
Walk Date: 4/14/14
Drawn By: G.K.
Checked By: U.C.

SHEET TITLE

SITE PLAN

A-1.0



KEY NOTES:

1. EXISTING TENNIS COURT
2. EXISTING PROPERTY LINES
3. EXISTING ASPHALT PAVED PARKING LOT
4. EXISTING VOLLEYBALL COURT
5. EXISTING RESIDENTIAL BUILDING
6. PROPOSED 60' FAUX EUCALYPTUS ANTENNA STRUCTURE
7. EXISTING PARK & RECREATIONAL BUILDING (N.L.C.)
8. EXISTING GARDEN
9. EXISTING ACCESS ROAD
10. EXISTING PARKING

300' PARCEL PROPERTY LINE SITE PLAN

SCALE: 1" = 60'



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5	Client Comments-100% ZDs	11/4/15
6	Client Comments-100% ZDs	11/10/15
7	Client Comments-100% ZDs	11/11/15

Job Number: 1414B	Drawn By: G.K.
Walk Date: 4/14/14	Checked By: U.C.

4/14/14	0.
SHEET TITLE	

300' PARCEL PROPERTY LINE
SITE PLAN

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LANDLORD		
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VZM RF		
VZM INTERCONNECT		
VZM UTILITY COORD.		
VZM CONST. MGR.		
VZM PROJ. MGR.		

REVISIONS

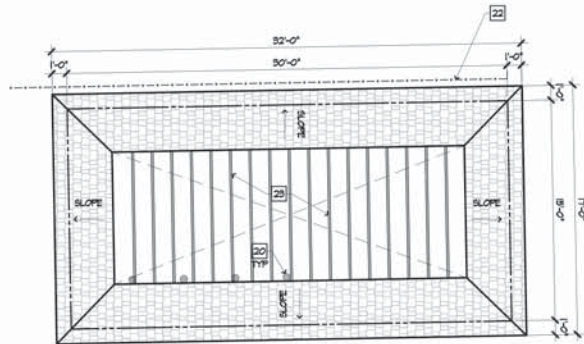
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7	Client Comments-100% ZDs	11/11/15

Job Number:	14148	Drawn By:	G.K.
Web Date:	4/14/14	Checked By:	U.C.

SHEET TITLE

LEASE AREA PLAN

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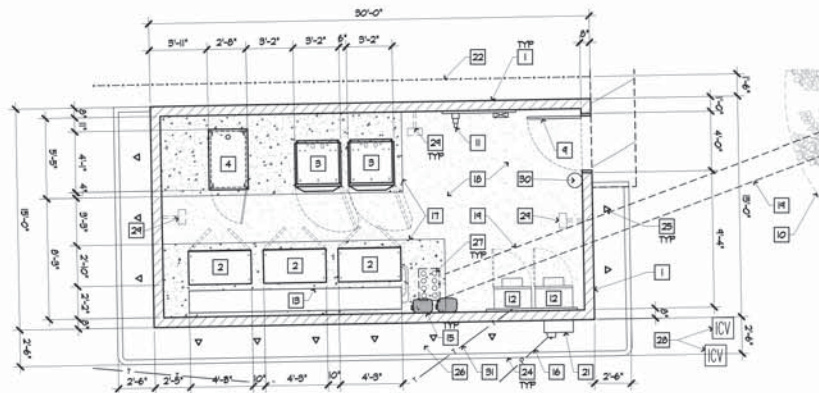


3 ROOF PLAN

SCALE 1/4" = 1'-0"



Graphic Scale

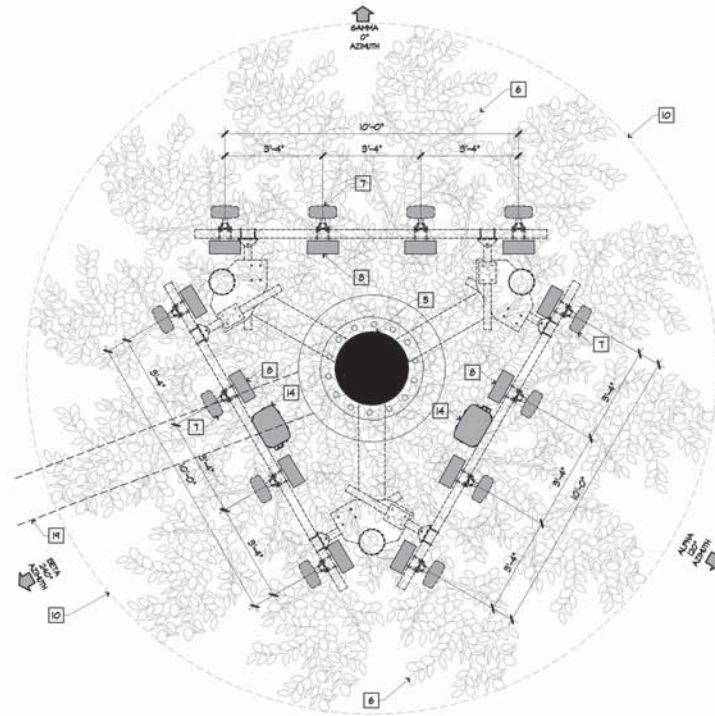


2 LEASE AREA PLAN

SCALE 1/4" = 1'-0"



Graphic Scale



1 ANTENNA PLAN

SCALE 1/2" = 1'-0"



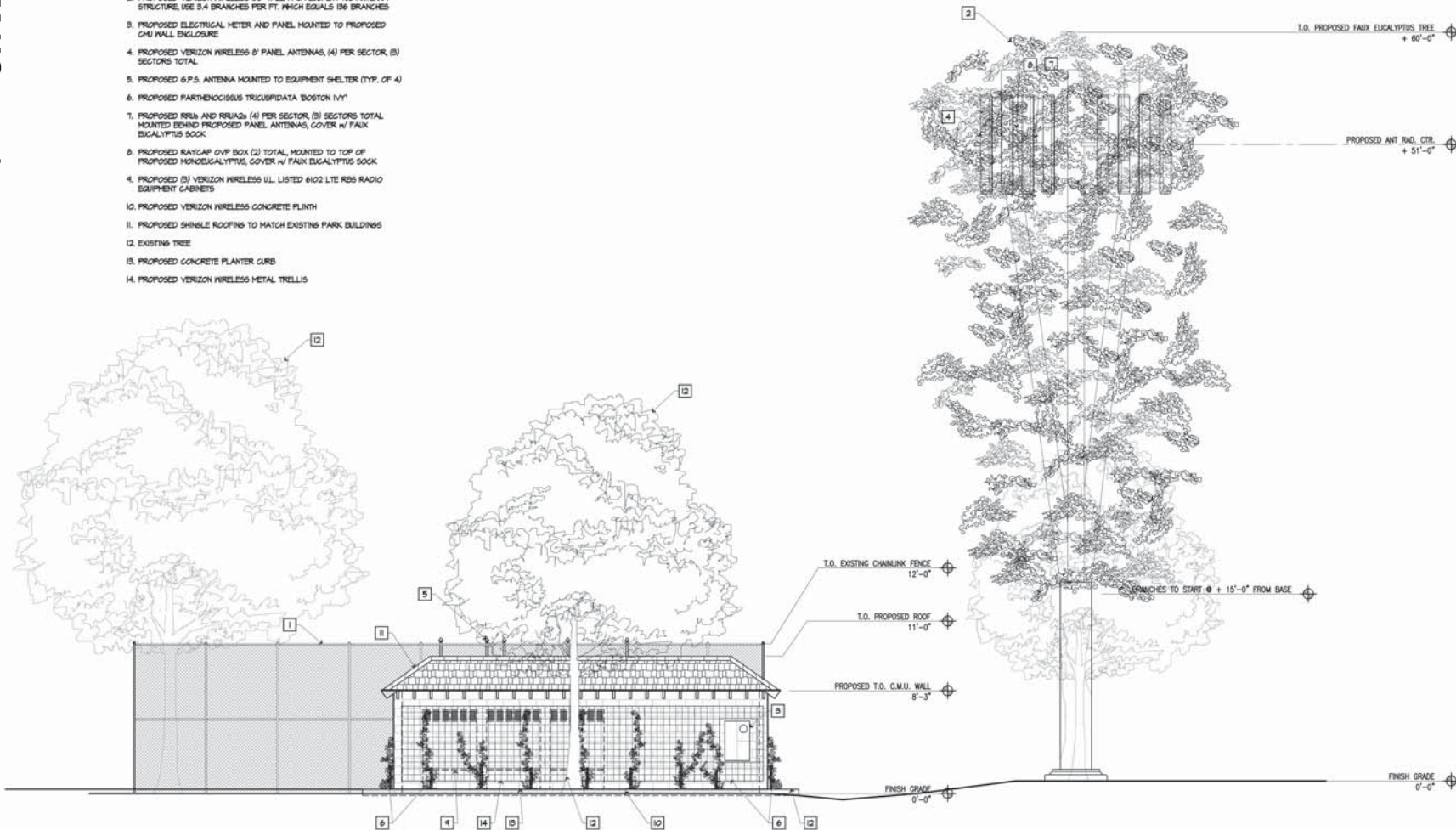
Graphic Scale

KEY NOTES:

- PROPOSED 18'-0" HIGH C.M.U. BLOCK WALL AROUND VERIZON WIRELESS LEASE AREA
- PROPOSED (3) VERIZON WIRELESS UL LISTED 6102 LTE RBS RADIO EQUIPMENT CABINETS, MOUNT TO NEW CONCRETE PLINTH
- PROPOSED (2) VERIZON WIRELESS UL LISTED RBS42 BATTERY CABINETS MOUNTED TO NEW CONCRETE PLINTH
- PROPOSED VERIZON WIRELESS STANDBY GENERATOR MOUNTED ON NEW CONG. PLINTH
-55 KVA 48 VDC DIESEL GENERATOR
-55 GALLON MAX. SUB-BASE DIESEL FUEL TANK
-HEIGHT - 1850 LBS.
-ACOUSTICAL LEVEL: 60-64 dBA @ 25 FT. (PER MANUF.)
- PROPOSED VERIZON WIRELESS 60' HIGH FAUX EUCALYPTUS ANTENNA STRUCTURE
- PROPOSED VERIZON WIRELESS FAUX FOLIAGE
- PROPOSED VERIZON 8' PANEL ANTENNAS, (4) PER SECTOR, (3) SECTORS TOTAL, PAINT ANTENNAS MOUNTING HARDWARE & CABLES TO MATCH FAUX FOLIAGE, PROVIDE FOLIAGE SPOKS
- PROPOSED VERIZON WIRELESS RRUS AND RRUA2s, (4) PER SECTOR, (3) SECTORS TOTAL, MOUNTED BEHIND NEW PANEL ANTENNAS, PAINT RRU AND RRUA2 MOUNTING HARDWARE & CABLES TO MATCH FAUX FOLIAGE
- PROPOSED VERIZON WIRELESS 4'-0" WIDE 4076 CORRUGATED METAL ACCESS GATE, PAINT TO MATCH NEW ENCLOSURE WALL
- PROPOSED FOLIAGE DRIP LINE
- PROPOSED H-RACK MOUNTED STANDBY GENERATOR APPLETON PLUS
- PROPOSED UTILITY CABINETS ON PROPOSED H-RACK
- PROPOSED COAX CABLE TRAY ATOP CONG. PLINTH
- PROPOSED RAYCAP OVP BOX (2) TOTAL, MOUNTED TO TOP OF PROPOSED HONO-EUCALYPTUS, PAINT BROWN TO MATCH TREE BARK
- PROPOSED RAYCAP OVP BOX (2) TOTAL, MOUNTED ON C.M.U. BLOCK WALL & LEASE AREA
- PROPOSED VERIZON WIRELESS POWER TRENCH
- PROPOSED CONCRETE PLINTH
- PROPOSED VERIZON WIRELESS PLINTH
- PROPOSED AGGREGATE SURFACE AT LEASE AREA
- PROPOSED UNDERGROUND COAX CABLE TRENCH FROM EQUIPMENT CABINETS TO FAUX EUCALYPTUS TREE
- PROPOSED S.F.S. ANTENNA MOUNTED TO TOP OF PROPOSED ROOF (TYP. 4)
- PROPOSED ELECTRICAL METER AND PANEL MOUNTED TO PROPOSED C.M.U. WALL ENCLOSURE
- EXISTING CHAINLINK FENCE
- PROPOSED TRELLIS, PRESSURE TREATED 2x6 @ 16" O.C. FINISH w/ SOLID BODY STAIN TO MATCH ROOFING MATERIALS TYP.
- PROPOSED 4" WIDE CONCRETE PLANTER CURB
- PROPOSED PARDONOCISSUS TRICUSPIDATA BOSTON IVY (TYP. OF 12)
- PROPOSED IRRIGATION BUBBLER (TYPICAL OF 12). VERIFY (12) IRRIGATION LINE, CONNECT TO EXISTING IRRIGATION SYSTEM
- PROPOSED COAXIAL CABLE SLEEVES & COVER
- EXISTING IRRIGATION CONTROL VALVE
- PROPOSED WALL MOUNTED WORK LIGHT, (TYP. OF 3)
- PROPOSED WALL MOUNTED FIRE EXTINGUISHER
- PROPOSED VERIZON WIRELESS TELCO TRENCH

KEY NOTES:

1. EXISTING CHAINLINK FENCE
2. PROPOSED VERIZON WIRELESS 60' TALL FAUX EUCALYPTUS ANTENNA STRUCTURE, USE 3/4 BRANCHES PER FT. FINCH EQUALS 156 BRANCHES
3. PROPOSED ELECTRICAL METER AND PANEL MOUNTED TO PROPOSED CMU WALL ENCLOSURE
4. PROPOSED VERIZON WIRELESS 8' PANEL ANTENNAS, (4) PER SECTOR, (3) SECTORS TOTAL
5. PROPOSED 6.F.S. ANTENNA MOUNTED TO EQUIPMENT SHELTER (TYP. OF 4)
6. PROPOSED PANTHERGOSIUS TRIGUSPIDATA BOSTON NY
7. PROPOSED RRW AND RRW2A (4) PER SECTOR, (3) SECTORS TOTAL MOUNTED BEHIND PROPOSED PANEL ANTENNAS, COVER W/ FAUX EUCALYPTUS SOCK
8. PROPOSED RAYCAP OVP BOX (2) TOTAL, MOUNTED TO TOP OF PROPOSED MONO-EUCALYPTUS, COVER W/ FAUX EUCALYPTUS SOCK
9. PROPOSED (3) VERIZON WIRELESS U.L. LISTED 4102 LTE RBS RADIO EQUIPMENT CABINETS
10. PROPOSED VERIZON WIRELESS CONCRETE PLINTH
11. PROPOSED SHINGLE ROOFING TO MATCH EXISTING PARK BUILDINGS
12. EXISTING TREE
13. PROPOSED CONCRETE PLANTER GURB
14. PROPOSED VERIZON WIRELESS METAL TRELLIS



1
A-3.0
SOUTH ELEVATION

SCALE 1/4" = 1'-0"



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VZRW UTILITY COORDS		
VZRW CONST. MGR.		
VZRW PROJ. MGR.		

REVISIONS

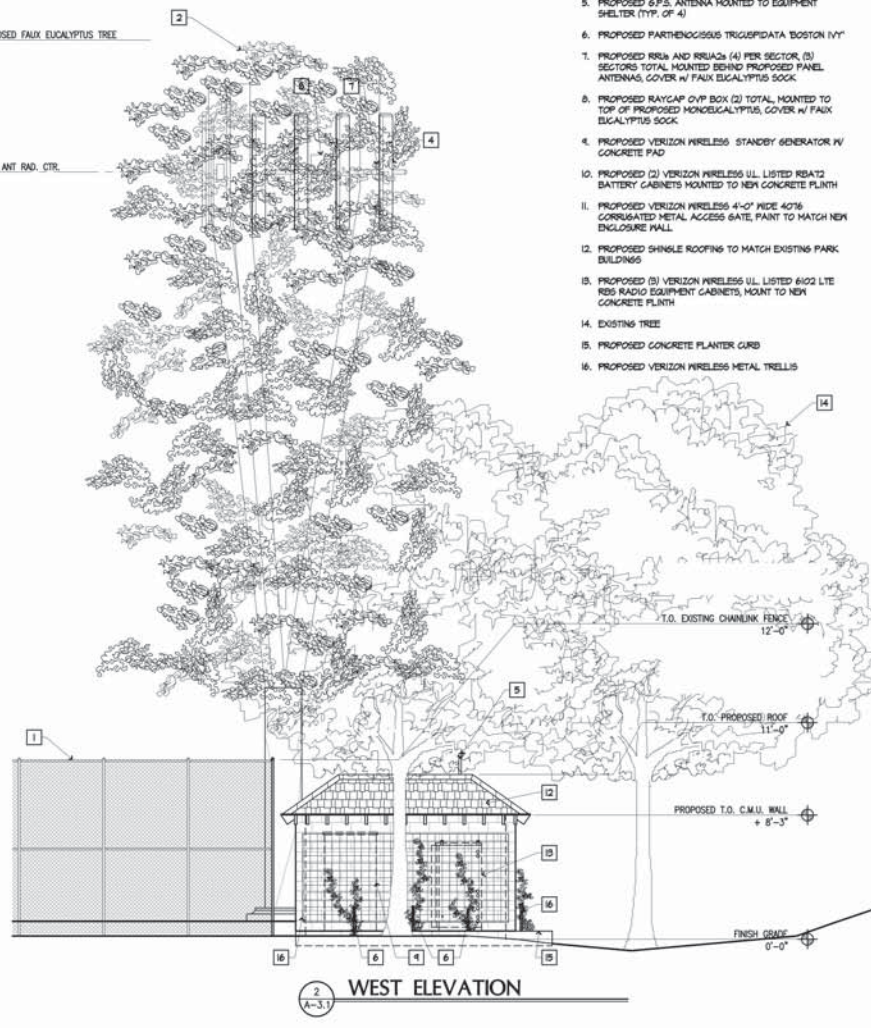
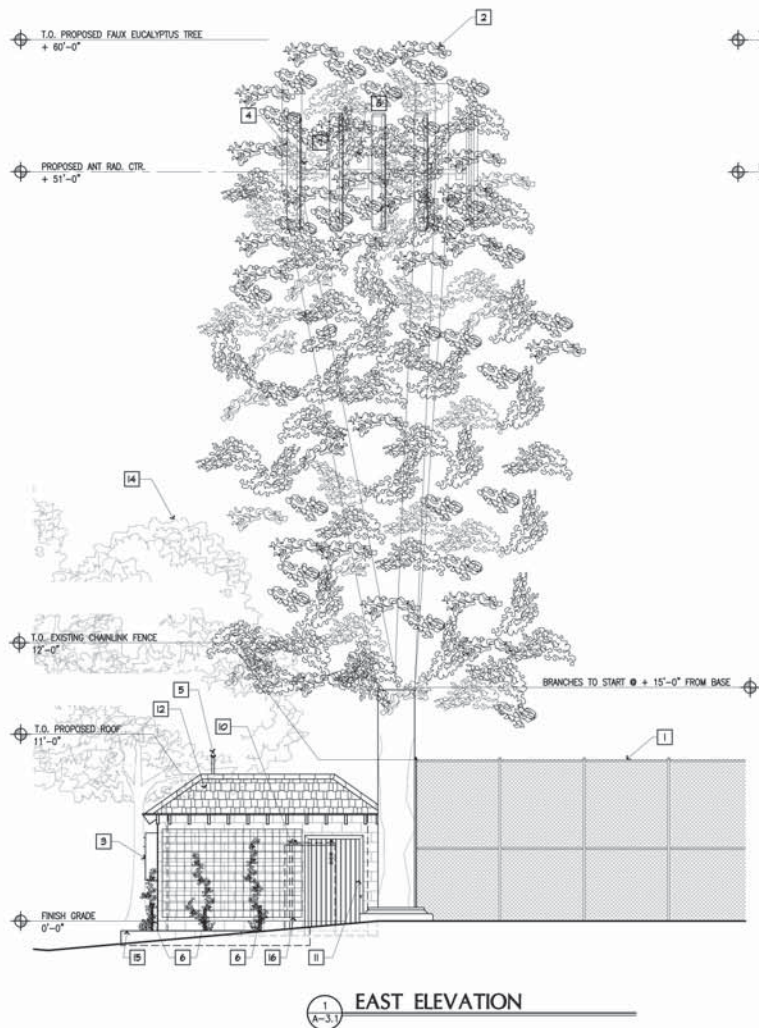
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Job Number:	14148	Drawn By:	G.K.
Walk Date:	4/14/14	Checked By:	U.C.

SHEET TITLE

ELEVATIONS

A-3.0



EXTERIOR ELEVATIONS SCALE: 1/4" = 1'-0"

KEY NOTES:

- EXISTING CHAINLINK FENCE
- PROPOSED VERIZON WIRELESS 60 TALL FAUX EUCALYPTUS ANTENNA STRUCTURE USE 3-4 BRANCHES PER FT. HIGH EQUALS 150 BRANCHES
- PROPOSED ELECTRICAL METER AND PANEL MOUNTED TO PROPOSED CHAINLINK ENCLOSURE
- PROPOSED VERIZON WIRELESS 8' PANEL ANTENNAS, (4) PER SECTOR, (3) SECTORS TOTAL
- PROPOSED 6'x8' ANTENNA MOUNTED TO EQUIPMENT SHELTER (TYP. OF 4)
- PROPOSED PARTHENOCCISSUS TRIGLOPIDATA BOSTON IVY
- PROPOSED RRU AND RR1A2s (4) PER SECTOR, (3) SECTORS TOTAL MOUNTED BEHIND PROPOSED PANEL ANTENNAS, COVER W/ FAUX EUCALYPTUS SOCK
- PROPOSED RAYCAP OVP BOX (2) TOTAL, MOUNTED TO TOP OF PROPOSED MONOEUCALYPTUS, COVER W/ FAUX EUCALYPTUS SOCK
- PROPOSED VERIZON WIRELESS STANDBY GENERATOR W/ CONCRETE PAD
- PROPOSED (2) VERIZON WIRELESS UL LISTED REBAT3 BATTERY CABINETS MOUNTED TO NEW CONCRETE PLINTH
- PROPOSED VERIZON WIRELESS 4'-0" WIDE 4076 CORRUGATED METAL ACCESS GATE, PAINT TO MATCH NEW ENCLOSURE WALL
- PROPOSED SHINGLE ROOFING TO MATCH EXISTING PARK BUILDINGS
- PROPOSED (8) VERIZON WIRELESS UL LISTED 6102 LITE RBS RADIO EQUIPMENT CABINETS, MOUNT TO NEW CONCRETE PLINTH
- EXISTING TREE
- PROPOSED CONCRETE PLANTER CURB
- PROPOSED VERIZON WIRELESS METAL TRELLIS



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VZRW PROJ. MGR:		

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Job Number:	14148	Drawn By:	G.K.
Walk Date:	4/14/14	Checked By:	U.C.

SHEET TITLE

ELEVATIONS

A-3.1



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: ANIMAL CARE SERVICES UPDATE - EVALUATION OF INITIAL RESPONSE
FROM THE CITY OF MISSION VIEJO**

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THIS
REPORT.**

SUMMARY:

At the October 27, 2015 City Council meeting, staff provided the City Council with an update on OC Animal Care operations and the new animal shelter. This report made it clear that given the accelerated new shelter schedule the City Council has a short window to reconsider its policy objective to work with the County toward the construction of a new shelter and pursue another alternative. As a result, the City Council directed staff to make an initial inquiry with the City of Mission Viejo (Mission Viejo) regarding the possibility of contracting with them for animal care services as an alternative to contracting with the County. Mission Viejo has responded to this initial inquiry. This report provides staff's preliminary evaluation of their response. Mission Viejo is also providing a proposal to provide animal care services to the City of Rancho Santa Margarita (RSM). If Mission Viejo is willing and able to present co-proposals to both Laguna Hills and RSM, they could potentially achieve economies of scale that would lower the costs for all parties. At this time, staff is recommending deferring any action on Mission Viejo's current response until staff has had the opportunity to explore the benefits of co-proposals from Mission Viejo to Laguna Hills and RSM.

BACKGROUND:

At the October 27, 2015 City Council meeting, staff provided the City Council with an update on OC Animal Care operations and the new animal shelter. Staff also shared with the City Council the County's new accelerated schedule to construct the new animal shelter. At that time, the schedule was tied to a land swap deal between the County and the South Orange County Community College District (District). In December, the County

and the District reached a deal on the land swap. A copy of the press release dated December 16, 2015, announcing the deal for the new shelter site, is attached to this report as Exhibit A. Back in October, staff also made it clear that if a deal was reached the County would likely be looking for commitments from cities by April 1, 2016. Since October, County staff has been undertaking a design-build procurement process to construct a new shelter. After completing a pre-qualification step, the County selected four firms to be issued the OC Animal Care Facility Request for Proposal (RFP). Attached to this report as Exhibit B is a memorandum dated December 10, 2015, from the Director of OC Public Works to the Board of Supervisors. On Page 2 of the memorandum, the Director details a schedule that shows the design-build contract commencing in early April. The County recently confirmed that they are looking for long-term commitments from existing contract cities by April 1, 2016.

Since March of 2008, it has been the policy directive of the City Council to work with the County to construct a new County Shelter. Staff has consistently pursued this objective. As was stated in the October 27, 2015 staff report, the City Council has a short window to reconsider this policy objective and pursue another alternative. As a result, the City Council directed staff to make an initial inquiry with the City of Mission Viejo regarding the possibility of contracting with them for animal care services as an alternative to contracting with the County. On October 29, 2015, staff sent a letter of inquiry regarding animal care services to the City of Mission Viejo, a copy of which is attached to this report as Exhibit C. Mission Viejo provided a response to this letter dated November 30, 2015, a copy of which is attached to this report as Exhibit D. In their response, Mission Viejo answered the nine questions posed by us, but it should be noted that they did not formally commit to providing animal care services and may or may not respond to a formal request for proposal. The next section will provide an analysis of Mission Viejo's order of magnitude cost proposal.

Question No. 1 – Informal Cost Proposal

Staff has conducted an analysis of the preliminary numbers from Mission Viejo and compared them to the latest cost and revenue figures with the County. Staff's analysis can be found in Exhibit E and is based on the following methodology and assumptions:

1. A contract start date with Mission Viejo of July 1, 2016. The net cost to Laguna Hills of \$195,426 in Mission Viejo's response is based on this current fiscal year. Staff used this figure and the County's 2015-16 Notice of Intent figure of \$125,055 as base year figures to project a cost differential over the next five years.
2. Net costs are projected to increase 4% annually for both Mission Viejo and the County. In 2017-18, there is an additional cost under the County of \$5,000 annually for a new shelter maintenance sinking fund.
3. The capital contributions for both Mission Viejo and the County occur in 2016-17.

4. The new shelter contribution is based on the most recent figures provided by the County (see Exhibit F). Laguna Hills share is based on a total shelter cost of \$30 million with the County contributing \$5 million and the 18 contract cities contributing a share of the remaining \$25 million. Based on the past 5 years average of animal charge days Laguna Hills contribution is \$185,102.
5. Mission Viejo does not charge its contract cities annually for one-time, non-routine capital contributions or vehicle replacement costs. Their practice is to charge those items when they occur. To account for this, Exhibit E assumes that Laguna Hills would set-aside \$15,000 annually into an internal capital replacement fund.

Based on this preliminary analysis, the cost differential to contract with Mission Viejo would be \$630,065 over the next five years. Mission Viejo's preliminary order of magnitude numbers do not include RSM as a potential contract partner even though Mission Viejo is currently working on providing RSM with a formal proposal. It would seem that if Mission Viejo made co-proposals to both cities, they could potentially achieve economies of scale that would lower the costs for not only Laguna Hills and RSM but also for Mission Viejo and their current contract partners Laguna Niguel and Aliso Viejo. In order to pursue this possibility, staff has facilitated discussions with RSM and Mission Viejo, which are currently on-going.

Staff found the balance of Mission Viejo's responses to be workable, but there are three responses that could increase the cost differential to contract with Mission Viejo.

Question No. 4 – Revenue Generation

Mission Viejo assumed revenue generation from Laguna Hills in the amount of \$111,000, which is less than the \$163,608 generated last year under the County's fee schedule. The reason for this differential is that Mission Viejo's fees are less than the County's fees. For example, an altered dog license fee with Mission Viejo is \$20 and it is \$27 with the County. Mission Viejo does state that they would be willing to discuss fee schedule adjustments and would want to include their current contract partners in that discussion. It should be noted that the fee schedule with the County automatically adjusts every year based on the consumer price index. In addition, the County includes annual canvassing in their contract; Mission Viejo does not. In our experience, license compliance rates go down over time when there is no canvassing activity. Given the differing philosophy when it comes to canvassing and given the automatic increases in the County's fee schedule, revenue generation under a contract with Mission Viejo would likely be less stable than under a contract with the County. On the other hand, should Mission Viejo increase their fees that could have a significant impact on the cost differential in Exhibit E.

Question No. 5 – Indemnification and Defense

Mission Viejo does provide a mutual indemnification and defense clause in their contract. It is; however, limited to “anything done or omitted to be done by Mission Viejo under or in connection with any work, authority or jurisdiction delegated to Mission Viejo under this Agreement.” On the other hand, the County’s indemnification clause is a blanket one and reads: “County agrees to indemnify, defend and hold City, its elected and appointed officers, employees, agents, directors, members, shareholders and /or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by County pursuant to this Agreement.” While the Mission Viejo language is reasonable, contracting with them would pose additional risk for the City that might indirectly increase costs.

Question No. 9 – Equestrian

Laguna Hills currently has four commercial stables in the City that have a permit with OC Animal Care. Altogether staff estimates that there are up to 175 horses in the City, though this number cannot be verified. Unlike the County, Mission Viejo does not handle any equestrian or farm animal related activities. As such, these services would have to be contracted with a separate provider. Staff has not investigated how this could be managed but there would be associated costs that could possibly be off-set with fee revenue.

Conclusion

At this time, staff is recommending deferring any action on Mission Viejo’s response until staff has had the opportunity to explore the benefits of co-proposals from Mission Viejo to Laguna Hills and RSM.

FISCAL IMPACT:

There is no fiscal impact at this time.

ATTACHMENTS:

- Exhibit A – County of Orange Press Release regarding Land Swap for New Shelter
- Exhibit B – Memorandum regarding Update on Design-Build Procurement
- Exhibit C – October 29, 2015 Letter to Mission Viejo
- Exhibit D – November 30, 2015 Response from Mission Viejo
- Exhibit E – 5 –Year Projection to Contract with Mission Viejo
- Exhibit F – Cost Allocation Schedule for New Shelter

EXHIBIT A

County of Orange Press Release

Regarding

Supervisors Approve Land Swap for New Shelter



COUNTY EXECUTIVE OFFICE • COMMUNICATIONS **PRESS RELEASE**

333 W. SANTA ANA BLVD. • SANTA ANA, CA 92701 • WWW.OCGOV.COM

FOR IMMEDIATE RELEASE
December 16, 2015

Contact: Jean Pasco
(714) 834-7218
jean.pasco@ocgov.com

Supervisors Approve Land Swap for New OC Animal Shelter

A new Orange County Animal Shelter will be built on 10 acres of land at the former Tustin Marine base currently earmarked for the South Orange County Community College District under a concept approved unanimously Tuesday by the Board of Supervisors.

Supervisors approved in concept a letter of intent with the college district to expedite a swap of its property for a similarly sized parcel of nearby base land slated for eventual ownership by the County. The college district Board of Trustees approved the letter of intent on Monday.

The arrangement will allow the County to swiftly begin development plans for a new facility to replace the aging Orange County Animal Shelter in Orange, built in 1941. Supervisors always intended to build a new shelter at the Tustin base but negotiations with the Navy, which owns the property, dragged on for years. The base closed in 1999.

"Building a new animal shelter is important so that the County can care for animals, pet owners and people interested in pet adoption in the best way," said Board of Supervisors Chairman Todd Spitzer, who represents the Third District where the new facility will be built. "Fast tracking this project is a priority. Orange County will be a leader in animal care."

"This is a very satisfying end to what became a very frustrating set of circumstances," said Supervisor Shawn Nelson, Fourth District, who has pushed for swifter action on the new shelter. "We had a log jam through no one's fault and this action clears the way."

Board of Supervisors Vice Chair Lisa Bartlett thanked the college district for agreeing to expedite the land swap. "As a supervisor and an animal lover, this is a great result," she said.

A new OC Animal Shelter is expected to cost about \$25 million, with the bulk of the funds to come from the 18 cities that contract with the County for animal care services in Anaheim, Brea, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Laguna Hills, Lake Forest, Orange, Placentia, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, Tustin, Villa Park and Yorba Linda. The County will contribute the land and \$4.4 million.

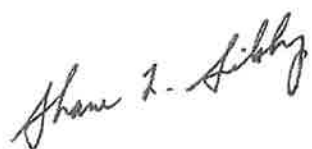
Supervisor Michelle Steel, who represents the Second District, said other cities might be interested in contracting with the County for shelter services once the new state-of-the-art facility opens. "We are planning a facility that will provide excellent care for animals across the county," she said.

###

EXHIBIT B

**County Memorandum Regarding
Update on Design-Build Procurement**

Memorandum

DATE: December 10, 2015
TO: Members, Board of Supervisors
FROM: Shane L. Silsby, Director of OC Public Works 
SUBJECT: Update on OC Animal Care Facility Design-Build Procurement

OC Public Works is soliciting proposals for design and construction services to support a new OC Animal Care Facility to be located at a selected site in the city of Tustin, CA. The new Animal Care Facility will be located on an approximately 6.7 acre site consisting of approximately: 6,000 SF of Customer Service area, 7,000 SF of Administration area, 6,000 SF veterinarian clinic, 8,000 SF of Animal Control area, 48,000 SF of Animal Housing, 1,800 SF of Central Plant area, 31,000 SF of Outdoor/Exercise area, 55,000 SF of Landscape area, and 68,000 SF of Parking area.

This project is being solicited utilizing the two step Design-Build delivery method with the first step consisting of a Request for Qualifications (RFQ), followed by the second step of a Request for Proposals (RFP). On October 20, 2015, OC Public Works kicked off the first step by issuing the RFQ for Design and Construction Services for the OC Animal Care Facility. During the first step, interested firms submit qualifications demonstrating their capability to successfully execute the design-build services contract resulting from this solicitation.

A mandatory pre-submittal conference was held on October 27, 2015 where interested firms were encouraged to ask questions or request clarifications by the County project team prior to preparing and submitting their Statement of Qualification (SOQ) by November 17, 2015. Ten (10) firms submitted a SOQ, with two firms being deemed non-responsive due to failure to meet the minimum qualifications. The eight (8) remaining SOQ's were distributed to the evaluation team on November 20, 2015 to be evaluated in accordance with the criteria described in the RFQ in an effort to develop a short list of approximately three to five firms to compete for the design-build services contract in the second step.

The evaluation team consisted of five (5) individuals of various backgrounds as follows:

1. Project Manager (OC Public Works)
2. Project Manager (OC Sheriff Department)
3. Executive (OC Animal Care)
4. Animal Advocate (Citizen of Orange County)
5. Business Development Manager (Local Construction Company)

Upon completion of the evaluations, the team reconvened on December 4, 2015 to review scores and recommended that the following top four (4) firms be issued the OC Animal Care Facility RFP, thereby initiating the second step:

Respondent

Snyder Langston
 Oltmans Construction Co.
 Clark Construction Group
 Pinner Construction Co. Inc.

The second step is scheduled to commence on December 11th with the issuance of the RFP to the above short listed firms which will result in the submittal of proposals and ultimate award of the contract to design and construct a complete and usable facility as described in the solicitation documents. The current RFP schedule is as follows:

Schedule Activities	Schedule
RFP invitation	December 11, 2015
RFP Pre-proposal Conference	December 17, 2015
Last day for RFP questions via BidSync.com	January 28, 2016
RFP closes/proposals due	February 11, 2016
Interviews	March 8, 2016
Successful DB firm/team announced	March 11, 2016
County Board of Supervisors meeting	April 5, 2016
Design-Build Contract commences/Kickoff Meeting	April 6, 2016

During the RFP process, the short listed firms will be provided project performance specifications and shall develop designs in order to commit to a guaranteed maximum price (GMP) and schedule. Upon Board of Supervisors approval, a GMP design-build contract will be issued to the recommended firm which will be selected based upon a combination of technical proposals, interviews, and cost proposals. Also upon Board of Supervisors approval, the short listed firms who are not selected may be provided a stipend to compensate for the efforts required to accomplish the RFP response, including all work products and electronic files of the firms. By accepting the stipend these firms agree that all information provided will remain property of the County of Orange and may be used by the County of Orange in any manner, including as bridging documents for subsequent project actions. OC Public Works recommends that a stipend of 0.1% of the GMP be authorized for the firms that are not selected.

Should you have further questions regarding this procurement process, feel free to contact me by phone at (714) 667-9700 or by e-mail at Shane.Silsby@ocpw.ocgov.com.

cc: Frank Kim, County Executive Officer
 Mark Denny, Chief Operating Officer

EXHIBIT C

October 29, 2015 Letter to the City of Mission Viejo

Regarding

Animal Care Services



CITY OF LAGUNA HILLS

City Manager

October 29, 2015

Mr. Dennis Wilberg
City Manager
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691

Re: Animal Care Services

Dear Dennis:

As you are probably aware, the County of Orange is now committed to building a new animal shelter at the former Tustin Marine base. They are working on an expedited schedule with a ground breaking in June of 2016 and a grand opening in September of 2017. They have also made it clear that they will be requiring long term contracts and a commitment prior to the design of the shelter. We are estimating that we'll have to make a commitment by April.

We gave our City Council an update on the new shelter at the October 27 meeting. Since the commitment to the County will be long-term, the City Council directed us to contact the City of Mission Viejo to determine if you are interested in providing animal care services to Laguna Hills. Before requesting a formal proposal from you, the City Council directed us to pose some preliminary questions for you to answer. We have prepared the attached questions for your consideration and have also attached three years' worth of statistical information on animal services in Laguna Hills. We understand that presenting us with a formal proposal is a significant work effort on your part. Our hope is that your answers to these preliminary questions will take significantly less time and will allow us to determine whether or not we want to move on to the next step of asking you for a formal proposal.

Given our relatively low shelter intake numbers and field actions (259 and 924, respectively, in 2014) plus our contiguous geographic proximity to Mission Viejo, Laguna Niguel and Aliso Viejo, Laguna Hills would be a logical and natural extension of you current service area. Ideally, by contracting with us, you could possibly achieve a more optimum economy of scale that would be beneficial to Mission Viejo and your contract partners.

Although we are facing a fairly short window on a decision, it seems that there is adequate time to work out an arrangement between our two cities if we both agree to move forward. If we could get a response from you to the attached questions by Wednesday, November 25, it would be greatly appreciated. If you need more time, or additional information, just let me know.

I want to thank you in advance for your help on this and look forward to your response.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bruce E. Channing". The signature is fluid and cursive, with the first name "Bruce" being more prominent.

Bruce E. Channing
City Manager

Preliminary Questions

for the

City of Mission Viejo

1. Cost – It is our understanding that Mission Viejo recently gave an informal cost proposal to the City of Rancho Santa Margarita. Would it be possible for Mission Viejo to update that informal proposal using Laguna Hills data instead of Rancho Santa Margarita's? We are looking for an order of magnitude cost estimate for on-going operating expenses and one-time upfront capital requirements.
2. Cost Containment – Would Mission Viejo consider a cap on annual increases in operating expenses that would be tied to increases in the Consumer Price Index?
3. Governance/Oversight – Would Mission Viejo be willing to establish an Advisory Board consisting of representatives from the cities it contracts with?
4. Revenue Generation – In 2014-15, revenue per capita was \$5.30 for Laguna Hills compared with \$3.79 per capita for Mission Viejo's Animal Care operation. This may be the result of lower fees and/or the percentage of dogs licensed. Would Mission Viejo be willing to utilize the current fee schedule Laguna Hills has in place? The percentage of dogs licensed in Laguna Hills is about 59% (see attached License Compliance Report). What is the estimated percentage of dogs licensed in Mission Viejo's Animal Care operation? Does Mission Viejo provide license canvassing services?
5. Indemnification and Defense – The City's agreement with the County of Orange for Animal Care Services includes a mutual indemnification and defense clause. Since Laguna Hills would not be in a position to exercise any management control over Mission Viejo's Animal Care operations, would Mission Viejo be willing to include a mutual indemnification and defense clause in an agreement with Laguna Hills wherein each city would hold the other harmless from any claims, demands, including defense costs , or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided pursuant to that agreement?

6. Contract Termination – The City of Laguna Hills' contract with OC Animal Care has been for one-year terms with a 6-month termination notice. With the construction of the new County Shelter, the County is likely to ask for 10-year contract. In addition, it appears that cities that do not make this 10-year commitment by April 2016 will be foreclosed from contracting with the County for a time period of perhaps 5-years or more. Would Mission Viejo be willing to give Laguna Hills an initial longer term contract that would extend beyond any moratorium period imposed by the County, and no less than 5 years?
7. Attached to this letter is three years of shelter intake data for Laguna Hills. Does Mission Viejo have current shelter capacity to handle the number of animals that would be expected from Laguna Hills? If not, how would Mission Viejo increase capacity?
8. Attached to this letter is three years of field operations statistics. Is Mission Viejo's current field staff complement able to service Laguna Hills? If not, how would Mission Viejo address the required field staffing?
9. Equestrian – Laguna Hills has four commercial stable permits in the City and an estimated 125-175 horses stabled in these establishments and private residences. Does Mission Viejo have the ability to handle equestrian related activities?



License Compliance Report for Laguna Hills

Printed on 2/27/2015 based on compliance date: 12/31/2014

Compliance calculated based on formula provided by the American Veterinary Medical Association

Population divided by 2.50 = number of households in community (11,046)

DOGS:

Number of households that own dogs= 36.5% (4,032)

Each household, on average, owns 1.6 dogs (6,451)

CATS:

Number of households that own cats= 30.4% (3,358)

Each household, on average, owns 2.1 cats (7,052)

An example for a community with a population of 50,000

$50,000 / 2.50 = 20,000$ households

$20,000 \times .365 = 7,300$ dog-owning households

$1.6 \times 7,300 = 11,680$ dogs in the community

Community Population:	30,344	Total Households in Community:	11,046
Total Dog Owning Households:	4,032	Total Dogs in Community:	6,451

	Compliance on 12/31/2014	Compliance on 12/31/2013
Total Current Licenses:	3,833	3,776
Licensing Compliance:	59.42%	58.53%

Total Cat Owning Households:	3,579	Total Cats in Community:	7,874
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	Compliance on 12/31/2014	Compliance on 12/31/2013
Total Current Licenses:	5	1
Licensing Compliance:	0.06%	0.01%



OC Animal Care Impound Summary

2/14/2013

4:42:01PM

Between 1/1/2012 and 12/31/2012

For the City of Laguna Hills

Intake and Outcome Summary by Animal Type

Outcome	CAT	DOG	OTHER	Total
ADOPTION	8	66	39	113
RETURNED TO OWNER	9	40	0	49
EUTHANIZED	43	15	25	83
OWNER REQUESTED EUTHANASIA**	5	17	1	23
RETURN TO WILD	0	0	10	10
FOSTER	0	2	0	2
OTHER*	0	2	3	5
Total	65	142	78	285

Outcome	CAT	DOG	OTHER	Total
ADOPTION	12%	46%	50%	40%
RETURNED TO OWNER	14%	28%	0%	17%
EUTHANIZED	66%	11%	32%	29%
OWNER REQUESTED EUTHANASIA**	8%	12%	1%	8%
RETURN TO WILD	0%	0%	13%	4%
FOSTER	0%	1%	0%	1%
OTHER*	0%	1%	4%	2%
Total	100%	100%	100%	100%

*Examples of "OTHER" outcomes include, DIED, ESCAPED

**Animals must either have a history of aggression or be irremediably suffering to be considered for Owner Requested Euthanasia

*Live Release Rates

	CAT	DOG	OTHER	Total
LIVE RELEASE	30%	75%	63%	63%
OWNER REQUESTED EUTHANASIA**	9%	12%	1%	9%
ANIMAL EUTHANIZED OR DIED	60%	11%	35%	27%
Total	100%	100%	100%	100%

*Examples of "LIVE RELEASE" outcomes include, ADOPTION, RETURNED TO OWNER, TRANSFER

**Animals must either have a history of aggression or be irremediably suffering to be considered for Owner Requested Euthanasia

**Outcomes Based on Stray Animals Impounded
With (STRAY OWN) and Without (STRAY) Owner Information**

Intake	Outcome	CAT	DOG	OTHER	Total
STRAY	RETURNED TO OWNER	3	12	0	15
	RETURN TO WILD	0	0	1	1
	ADOPTION	4	24	4	32
	EUTHANIZED	42	7	3	52
	OTHER*	0	0	2	2
	Total	49	43	10	102
STRAY OWNED**	RETURNED TO OWNER	5	13	0	18
	ADOPTION	1	1	1	3
	EUTHANIZED	0	1	0	1
	Total	6	15	1	22
Total		55	58	11	124

Intake	Outcome	CAT	DOG	OTHER	Total
STRAY	RETURNED TO OWNER	6%	28%	0%	15%
	RETURN TO WILD	0%	0%	10%	1%
	ADOPTION	8%	56%	40%	31%
	EUTHANIZED	86%	16%	30%	51%
	OTHER*	0%	0%	20%	2%
	Total	100%	100%	100%	100%
STRAY OWNED**	RETURNED TO OWNER	83%	87%	0%	82%
	ADOPTION	17%	7%	100%	14%
	EUTHANIZED	0%	7%	0%	5%
	Total	100%	100%	100%	100%
Total		100%	100%	100%	100%

*Examples of "OTHER" outcomes include, DIED, ESCAPED

**STRAY OWNED animals are impounded with owner information, which includes: License Tag, Microchip and/or Name Tag with Owner Data

Euthanasia by Reason

		CAT	DOG	OTHER	Total
EUTH	BEHAVIOR	10	12	2	24
	MEDICAL	10	3	20	33
	OWNER REQUESTED EUTHANASIA*	5	17	2	24
	TIME	1	0	0	1
	TIME/SPACE	0	0	1	1
	TOO YOUNG	22	0	1	23
	Total	48	32	26	106
Total		48	32	26	106

*Animals must either have a history of aggression or be irremediably suffering to be considered for Owner Requested Euthanasia

Field Activities

	For the City of Laguna Hills	Total
AGENCY ASSIST (POLICE, FIRE, ETC)	14	14
ASSIST ACO	14	14
ASSIST PUBLIC	10	10
ANIMAL RESCUE	9	9
ANIMAL TRANSPORT	47	47
BUSINESS LICENSING (PET SHOP, KENNEL, STABLE)	50	50
COMPLIANCE CHECK (VICIOUS DOGS)	18	18
CRUELTY INVESTIGATION	97	97
DEAD ANIMAL PICK UP	98	98
OTHER INVESTIGATION (BARK, BITE, KENNEL, LICENSE)	297	297
OWNER SURRENDER	11	11
STRAY AT LARGE	296	296
VICIOUS INVESTIGATION	28	28
WILD ANIMAL	106	106
Total	1,095	1,095

*Examples of "OTHER" field activities include YARD CHECK, EXTRA SERVICE



OC Animal Care Impound Summary

Between 1/1/2013 and 12/31/2013

For the City of Laguna Hills

3/18/2014

7:21:27PM

Intake with Outcome Summary by Animal Type

Outcome	CAT	DOG	OTHER	Total
ADOPTION	8 11%	33 33%	2 2%	43 16%
FERAL FREE SNR	12 16%	0 0%	0 0%	12 4%
OTHER TRANSFER (RESCUE, VET, ANIMAL CONTROL)	4 5%	1 1%	13 14%	18 7%
RETURNED TO OWNER	6 8%	29 29%	1 1%	36 13%
RETURN TO WILD	0 0%	0 0%	14 15%	14 5%
FOSTER	0 0%	1 1%	0 0%	1 0%
EUTHANIZED	25 34%	8 8%	14 15%	47 18%
OWNER REQUESTED EUTHANASIA**	4 5%	15 15%	0 0%	19 7%
DECEASED ANIMAL IMPOUND	14 19%	13 13%	49 53%	76 28%
OTHER*	1 1%	0 0%	0 0%	1 0%
Total	74 100%	100 100%	93 100%	267 100%

*Examples of "OTHER" outcomes include MISSING, ESCAPED

**Animals must either have a history of aggression or be irremediably suffering to be considered for Owner Requested Euthanasia

**Outcomes Based on Stray Animals Impounded
With (STRAY OWN) and Without (STRAY) Owner Information
*This Report excludes all other intake types, (i.e. Quarantine,
Owner Surrender, Confiscate, Return, Foster)**

Intake	Outcome	CAT	DOG	OTHER	Total
STRAY	RETURNED TO OWNER	4 8%	9 26%	0 0%	13 14%
	ADOPTION	5 10%	18 51%	2 33%	25 28%
	EUTHANIZED	23 47%	6 17%	0 0%	29 32%
	FOSTER	0 0%	1 3%	0 0%	1 1%
	FERAL FREE SNR	12 24%	0 0%	0 0%	12 13%
	OTHER TRANSFER	4 8%	1 3%	0 0%	5 6%
	OTHER*	1 2%	0 0%	4 67%	5 6%
	Total	49 100%	35 100%	6 100%	90 100%
STRAY OWNED**	RETURNED TO OWNER	2 67%	7 78%	1 50%	10 71%
	ADOPTION	1 33%	2 22%	0 0%	3 21%
	OTHER TRANSFER	0 0%	0 0%	1 50%	1 7%
	Total	3 100%	9 100%	2 100%	14 100%
Total		52 100%	44 100%	8 100%	104 100%

*Examples of "OTHER" outcomes include, DIED, ESCAPED, RETURN TO WILD

**STRAY OWNED animals are impounded with owner information, which includes: License Tag, Microchip and/or Name Tag with Owner Data

*Live Release Rates	CAT	DOG	OTHER	Total
LIVE RELEASE	30 50%	64 74%	30 68%	124 65%
OWNER REQUESTED EUTHANASIA**	4 7%	15 17%	0 0%	19 10%
ANIMAL EUTHANIZED OR DIED	26 43%	8 9%	14 32%	48 25%
Total	60 100%	87 100%	44 100%	191 100%

*Examples of "LIVE RELEASE" outcomes include, ADOPTION, RETURNED TO OWNER, TRANSFER

Euthanasia by Reason		CAT	DOG	OTHER	Total
EUTH	BEHAVIOR	2 7%	4 17%	0 0%	6 9%
	MEDICAL	7 24%	3 13%	14 100%	24 36%
	OWNER REQUESTED EUTHANASIA*	4 14%	16 70%	0 0%	20 30%
	TNR INELIGIBLE**	1 3%	0 0%	0 0%	1 2%
	TOO YOUNG	15 52%	0 0%	0 0%	15 23%
Total		29 100%	23 100%	14 100%	66 100%

*Animals must either have a history of aggression or be irremediably suffering to be considered for Owner Requested Euthanasia



OC Animal Care Field Operation Statistics
 Between 1/1/2013 and 12/31/2013
 For the City of Laguna Hills

<i>Field Actions</i>	For the City of Laguna Hills	Total
AGENCY REQUEST FOR ASSISTANCE (POLICE, FIRE, ETC)	9	9
ANIMAL NOISE COMPLAINT	4	4
ANIMAL RESCUE	6	6
BARKING DOG COMPLAINT	75	75
BITE INVESTIGATION	131	131
COMPLIANCE CHECK (VICIOUS DOGS)	7	7
CRUELTY INVESTIGATION ACTIONS	115	115
DEAD ANIMAL PICK UP	88	88
DELIVERY OF PAPERWORK OR OTHER ITEMS	3	3
DELIVERY OF VICIOUS ANIMAL DECLARATION	11	11
DOG VS DOG INVESTIGATION	21	21
INVESTIGATE KENNEL	10	10
INVESTIGATE LICENSE	46	46
MULTIPLE OFFICERS ON SCENE	11	11
OTHER INVESTIGATION	20	20
OWNER SURRENDER	3	3
PUBLIC REQUEST FOR ASSISTANCE	13	13
RTO OVER THE PHONE	5	5
SICK OR INJURED ANIMAL TRANSPORT	51	51
STRAY AT LARGE	350	350
VICIOUS ANIMAL INVESTIGATION ACTIONS	30	30
WILD ANIMAL	107	107
Total	1,116	1,116

*Examples of "OTHER" field activities include EXTRA SERVICE

<i>Business Licensing Actions</i>	For the City of Laguna Hills	Total
ANIMAL FACILITY BUSINESS*	15	15
COMMERCIAL STABLES	4	4
RESCUE ORGANIZATION INSPECTIONS	1	1
RESIDENTIAL ANIMAL PERMIT	36	36
Total	56	56

*Animal Facility Businesses include Animal Exhibitions, Animal Rentals, Aviaries, Circuses, Grooming Parlors, Kennels, Pet Shops, Rodeos.



OC Animal Care Impound Summary

3/5/2015

12:01:33PM

Between 1/1/2014 and 12/31/2014

For the City of Laguna Hills

Intake with Outcome Summary by Animal Type

Outcome	CAT	DOG	RABBIT	OTHER	Total
ADOPTION	18 27%	32 33%	2 15%	3 4%	55 21%
FERAL FREE SNR	1 2%	0 0%	0 0%	0 0%	1 0%
OTHER TRANSFER (RESCUE, VET, ANIMAL CONTROL)	0 0%	0 0%	0 0%	8 10%	8 3%
RETURNED TO OWNER	2 3%	30 31%	0 0%	0 0%	32 12%
TAKE ME HOME PROGRAM	0 0%	1 1%	0 0%	0 0%	1 0%
RETURN TO WILD	0 0%	0 0%	0 0%	6 7%	6 2%
FOSTER	5 8%	0 0%	0 0%	0 0%	5 2%
EUTHANIZED	27 41%	4 4%	4 31%	21 25%	56 22%
OWNER REQUESTED EUTHANASIA**	4 6%	23 24%	0 0%	1 1%	28 11%
DECEASED ANIMAL IMPOUND	6 9%	7 7%	7 54%	38 46%	58 22%
OTHER*	3 5%	0 0%	0 0%	6 7%	9 3%
Total	66 100%	97 100%	13 100%	83 100%	259 100%

*Examples of "OTHER" outcomes include MISSING, ESCAPED

**Animals must either have a history of aggression or be irremediably suffering to be considered for Owner Requested Euthanasia

**Outcomes Based on Stray Animals Impounded
With (STRAY OWN) and Without (STRAY) Owner Information
*This Report excludes all other intake types, (i.e. Quarantine,
Owner Surrender, Confiscate, Return, Foster)**

Intake	Outcome	CAT	DOG	RABBIT	OTHER	Total
STRAY	RETURNED TO OWNER	0 0%	9 33%	0 0%	0 0%	9 13%
	TAKE ME HOME PROGRAM	0 0%	1 4%	0 0%	0 0%	1 1%
	ADOPTION	7 18%	15 56%	2 100%	1 33%	25 35%
	EUTHANIZED	24 60%	2 7%	0 0%	1 33%	27 38%
	FOSTER	5 13%	0 0%	0 0%	0 0%	5 7%
	FERAL FREE SNR	1 3%	0 0%	0 0%	0 0%	1 1%
	OTHER*	3 8%	0 0%	0 0%	1 33%	4 6%
	Total	40 100%	27 100%	2 100%	3 100%	72 100%
STRAY OWNED**	RETURNED TO OWNER	1 100%	7 58%	0 0%	0 0%	8 53%
	ADOPTION	0 0%	5 42%	0 0%	1 50%	6 40%
	EUTHANIZED	0 0%	0 0%	0 0%	1 50%	1 7%
	Total	1 100%	12 100%	0 0%	2 100%	15 100%
Total		41 100%	39 100%	2 100%	5 100%	87 100%

*Examples of "OTHER" outcomes include, DIED, ESCAPED, RETURN TO WILD

**STRAY OWNED animals are impounded with owner information, which includes: License Tag, Microchip and/or Name Tag with Owner Data

<i>*Live Release Rates</i>	CAT	DOG	RABBIT	OTHER	Total
LIVE RELEASE	26 43%	62 69%	2 33%	17 38%	107 53%
OWNER REQUESTED EUTHANASIA**	4 7%	23 26%	0 0%	1 2%	28 14%
ANIMAL EUTHANIZED OR DIED	30 50%	4 4%	4 67%	26 58%	64 32%
OTHER	0 0%	1 1%	0 0%	1 2%	2 1%
Total	60 100%	90 100%	6 100%	45 100%	201 100%

*Examples of "LIVE RELEASE" outcomes include, ADOPTION, RETURNED TO OWNER, TRANSFER

<i>Euthanasia by Reason</i>	CAT	DOG	RABBIT	OTHER	Total
BEHAVIOR	0 0%	5 19%	0 0%	2 9%	7 8%
MEDICAL	15 48%	1 4%	2 50%	17 77%	35 42%
OWNER REQUESTED EUTHANASIA*	4 13%	21 78%	0 0%	1 5%	26 31%
TNR INELIGIBLE**	1 3%	0 0%	0 0%	0 0%	1 1%
TOO YOUNG	11 35%	0 0%	2 50%	2 9%	15 18%
Total	31 100%	27 100%	4 100%	22 100%	84 100%

*Animals must either have a history of aggression or be irremediably suffering to be considered for Owner Requested Euthanasia



OC Animal Care Field Operation Statistics
Between 1/1/2014 and 12/31/2014
For the City of Laguna Hills

<i>Field Actions</i>	For the City of Laguna Hills	Total
AGENCY REQUEST FOR ASSISTANCE (POLICE, FIRE, ETC)	8	8
ANIMAL NOISE COMPLAINT	5	5
ANIMAL RESCUE	5	5
BARKING DOG COMPLAINT	30	30
BITE INVESTIGATION	148	148
COMPLIANCE CHECK (VICIOUS DOGS)	3	3
CRUELTY INVESTIGATION ACTIONS	61	61
DEAD ANIMAL PICK UP	91	91
DELIVERY OF VICIOUS ANIMAL DECLARATION	7	7
DOG VS DOG INVESTIGATION	68	68
INVESTIGATE LICENSE	46	46
INVESTIGATE TETHER	3	3
OTHER INVESTIGATION	19	19
OWNER SURRENDER	3	3
PUBLIC REQUEST FOR ASSISTANCE	27	27
REQUEST OTHER ASSISTANCE	2	2
RTO OVER THE PHONE	3	3
SICK OR INJURED ANIMAL TRANSPORT	36	36
STRAY AT LARGE	247	247
VICIOUS ANIMAL INVESTIGATION ACTIONS	32	32
WILD ANIMAL	80	80
Total	924	924

*Examples of "OTHER" field activities include EXTRA SERVICE

<i>Business Licensing Actions</i>	For the City of Laguna Hills	Total
ANIMAL FACILITY BUSINESS*	13	13
COMMERCIAL STABLES	4	4
RESCUE ORGANIZATION INSPECTIONS	3	3
RESIDENTIAL ANIMAL PERMIT	27	27
Total	47	47

*Animal Facility Businesses include Animal Exhibitions, Animal Rentals, Aviaries, Circuses, Grooming Parlors, Kennels, Pet Shops, Rodeos.

EXHIBIT D

November 30, 2015 Response from the City of Mission Viejo

Regarding

Animal Care Services



City of Mission Viejo

Office of the City Manager

Cathy Schlicht
Mayor

Greg Rath
Mayor Pro Tem

Wendy Bucknum
Council Member

Edward Sachs
Council Member

Frank Ury
Council Member

November 30, 2015

Mr. Bruce Channing
City Manager
City of Laguna Hills
240035 El Toro Road
Laguna Hills, Ca. 92653

Re: Mission Viejo Animal Services Center

Dear Bruce:

On behalf of Mission Viejo I wanted to thank you for your inquiry pertaining to the Mission Viejo Animal Service Center. The City is in receipt of your letter dated October 29, 2015 and has provided responses to questions listed in the reference correspondence.

The City of Mission Viejo responses are as follows:

Question

1. It is our understanding that Mission Viejo recently gave an informal cost proposal to the City of Rancho Santa Margarita. Would it be possible for Mission Viejo to update that informal proposal using Laguna Hills data instead of Rancho Santa Margarita's? We are looking for an order of magnitude cost estimate for on-going operating expenses and one time – upfront requirements.

Response

Mission Viejo has provided "Order of Magnitude Numbers" using a similar financial model to calculate the potential on-going cost adding the City of Laguna Hills. We have not calculated the "One Time Capital Cost" at this point but are currently working with a consultant to figure this out. It is estimated the onetime cost will be in the \$275,000- \$300,000 range. In the cost model we anticipate needing additional employees. The "Order of Magnitude Number" anticipates the same amount of additional employees as the RSM model. The intent would be to have additional staff available to assist with the increased service calls, license processing and animal care and to have a 3rd Animal Services Officer Shift.



"Order of Magnitude Numbers"

POPULATION

Population	Mission Viejo	96,652	(40%)
	Laguna Niguel	64,836	(26.8%)
	Aliso Viejo	50,204	(20.7%)
	Laguna Hills	30,344	(12.5%)
Total Populations		242,036	

TOTAL EXPENSES

Salaries	\$1,739,904
Operating Exp.	\$422,595
Facility Main.	\$173,845
Fleet Main.	\$45,500
IT Exp.	\$67,200
Capital	\$63,000
Total Estimated 15-16	\$2,512,044

REVENUE PROJECTIONS

Revenue from (Dog Licenses, Kennel Permits Adoption fees, Microchips etc.)	\$774,600
Laguna Hills Anticipated revenue (Dog Licenses, Kennel Permits Adoption fees, Microchips etc.)	\$111,000
Reserves and Donations	\$63,033
Total Revenue	\$948,633

INTERGOVERNMENTAL TRANSFER BREAKDOWN
(City Costs in Excess of Anticipated Revenue)

Mission Viejo	\$625,364.40 (40%)
Laguna Niguel	\$418,994.15 (26.8%)
Aliso Viejo	\$323,626.11 (20.7%)
Laguna Hills	\$195,426.34 (12.5%)
Total Intergovernmental Transfer	\$1,563,411



Note: First Year "True-Up" cost would include the intergovernmental transfer for Laguna Hills (\$195,426.34), one new Animal Services truck to be paid for by Laguna Hills at an estimated cost of \$65,000.00 and the cost of "Capital Contribution Buy-In" * (to be determined and paid for by Laguna Hills)

*Capital Cost would include additional office space, increased space for animal freezer for deceased animals, relocation and increasing the size of the dog isolation /recovery room.

Question

2. Cost Containment - Would Mission Viejo Consider a cap on Annual increases in operating expenses that would be tied to increases in the Consumer Price Index?

Response

The City of Mission Viejo only recommends increases to all of the partnering Cities when the cost of operating the Animal Service Center increases. These costs are shared equitably by all of the Cities that benefit from the shelter services. The factors that could increase costs would be salaries, food, insurance, maintenance, utility cost and building repairs. As you know, the Mission Viejo Animal Service Center is in very good condition because we have routinely and in a timely manner addressed maintenance issues. This is important because the City typically tries to "smooth" out the big expenses, anticipating costs for the next budget cycle. If one of our partnering Cities cannot pay for the increased capital for a repair we have spread costs over a 2 year budget cycle. Over the years, the operating costs have not substantially increased year over year. It is the capital cost, utilities and contracted maintenance services that fluctuate the overall budget on an annual basis.

Mission Viejo would not consider the proposed cap based on the Consumer Price Index as it would not be equitable to Mission Viejo or the other agencies and could result in deferring maintenance and other repair cost based on a pre-established cap on expenses.

Question

3. Governance/ Oversight - Would Mission Viejo be willing to establish an Advisory Board consisting of representatives for the Cities it contracts with?

Response

The Mission Viejo Animal Service Center is owned, managed and operated by the City of Mission Viejo. We currently have 2 contract partners that Mission Viejo provides services to. The contracted services business model has worked for 21 years and the City of Mission Viejo would retain the current business model.

Question

4. Revenue Generation - In 2014-15, revenue per capita was \$5.30 for Laguna Hills compared with \$3.79 capita for Mission Viejo Animal Care Operation. This may be the result of lower fees and/or a percentage of dogs licensed. Would Mission Viejo be willing to utilize the current fee schedule Laguna Hills has in place? The percentage of dog licensed is about 59% (see attached License Compliance Report). What is the estimated percentage of dogs licensed in Mission Viejo's Animal Services Operation? Does Mission Viejo provide canvassing services?

Response

There is not enough information provided to verify the per capita estimation and the calculation formula as stated for either Laguna Hills of \$5.30/Capita or as stated \$3.79/Capita for Mission Viejo.

Mission Viejo Animal Services Center and each of the contracted Cities use the same fee structure to generate revenue as all revenue is collectively used to balance against the overall operating expenses of the center. While we would certainly be willing to discuss fee schedules we would want to include our current contract partners – Aliso Viejo and Laguna Niguel in any consideration of the fee adjustments.

The Mission Viejo Animal Services Center percentage of dog licensing program varies from year to year. On average the annual rate has been 62%.

The City does not offer canvassing services. The City has found collection rates are higher without canvassing and it is our experience raising fees reduces dog licensing compliance rates.

Question

5. Indemnification and Defense - The City's agreement with the County of Orange for Animal Care Services includes a mutual indemnification and defense clause. Since Laguna Hills would not be in a position to exercise any management control over Mission Viejo's Animal Service Center, would Mission Viejo be willing to include a mutual indemnification and defense clause in a an agreement with Laguna Hills wherein each City would hold the other harmless for any claims, demands, including defense cost, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from related to the services, products or other performance provided to that agreement?

Response

Mission Viejo has provided the current language that would be included in the contract. The intent of Mission Viejo would be that the language would be consistent with the contracts for Laguna Niguel and Aliso Viejo. Mission Viejo believes the intent of the request from the City of Laguna Hills is met within the current language.

Existing Indemnification language taken from current contracts;

13. INDEMNIFICATION

A. That neither MISSION VIEJO nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY NAME under or in connection with any work, authority or jurisdiction delegated to CITY NAME under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY NAME shall fully defend, indemnify and hold MISSION VIEJO harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorney's fees and costs, occurring by reason of anything done or omitted to be done by CITY NAME under or in connection with any work, authority or jurisdiction delegated to CITY NAME under this Agreement. 11 09/25/08

B. That neither CITY NAME nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MISSION VIEJO under or in connection with any work, authority or jurisdiction delegated to MISSION VIEJO under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, MISSION VIEJO, shall fully defend, indemnify and hold CITY NAME harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorney's fees and costs, occurring by reason of anything done or omitted to be done by MISSION VIEJO under or in connection with any work, authority or jurisdiction delegated to MISSION VIEJO under this Agreement.

Question

6. Contract Termination - the City of Laguna Hill's contract with OC Animal Care has been for one-year terms with a 6-month termination notice. With the construction of the new County Shelter, the County is likely to ask for a 10 year contract. In addition, it appears that Cities that do not make this 10- year commitment by April 2016 will be foreclosed from contracting with the County for a time period of perhaps 5- years or more. Would Mission Viejo be willing to give Laguna Hills an initial longer term contract that would extend beyond any moratorium period imposed by the County and no less than 5 years?

Response

Mission Viejo could offer a 5 year contract with two 5 year renewal to be consistent with other contracts provided to Laguna Niguel and Aliso Viejo.

Question

7. Attached to this letter is three years of shelter intake data for Laguna Hills. Does Mission Viejo have current shelter capacity to handle the numbers of animals that would be expected from Laguna Hills, if not would Mission Viejo increase capacity?

Response

Mission Viejo Animal Services Center has the capacity to handle the anticipated increase in animals estimated from the attached 3 years of intake data.

Question

8. Attached to this letter is three years of field operations statistics. Is Mission Viejo's current field staff compliment able to service Laguna Hills if not, how would Mission Viejo address the required field staffing?

Response

The Mission Viejo "Order of Magnitude" numbers includes 2 additional Animal Services Officers as part of the increased staffing. This increased staffing would allow the program to migrate to a third officer shift.

Question

9. Equestrian - Laguna Hills has four commercial stable permits in the City and an estimated 125-175 horses stabled in these establishments and private residences. Does Mission Viejo have the ability to handle equestrian related activities?

Response

Mission Viejo currently does not handle any equestrians or farm animal related activities within the current Animal Services Center. These services would need to be contracted separately outside of any contracted service with the City of Mission Viejo.

Sincerely,



W. Keith Rattay
Assistant City Manager/Director of Public Services

EXHIBIT E

5-Year Projection to Contract with Mission Viejo

As compared to

The County of Orange

For

Animal Care Services

Preliminary Analysis
5-Year Cost Projection

	Base Year	2016-17	2017-18	2018-19	2019-20	2020-21	5-Year Totals
Mission Viejo							
Net Cost Operating	\$	195,426	\$203,243	\$211,373	\$219,828	\$228,621	\$237,766
Initial Capital Contribution	\$	-	\$300,000	\$-	\$-	\$-	\$-
Vehicle	\$	-	\$65,000	\$-	\$-	\$-	\$-
Capital Replacement Fund	\$	-	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Costs	\$	195,426	\$583,243	\$226,373	\$234,828	\$243,621	\$252,766
							\$ 1,540,831

County of Orange							
Net Cost Operating/Capital	\$	125,055	\$130,057	\$140,259	\$145,870	\$151,705	\$157,773
New Shelter Contribution	\$	-	\$185,102	\$-	\$-	\$-	\$-
Total Costs	\$	125,055	\$315,159	\$140,259	\$145,870	\$151,705	\$157,773
							\$ 910,766

Cost Differential to Contract with Mission Viejo		\$268,084	\$86,113	\$88,958	\$91,916	\$94,993	\$630,065
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12/29/2015

EXHIBIT F

Cost Allocation Schedule

For

New County Shelter

NEW SHELTER PROJECTED COST						
	Three-Year Average		Five-Year Average		Difference	
Anaheim	\$ 5,933,753	23.74%	\$ 5,847,941	23.39%	\$ 85,813	0.34%
Brea	\$ 314,549	1.26%	\$ 306,212	1.22%	\$ 8,337	0.03%
Cypress	\$ 493,508	1.97%	\$ 474,062	1.90%	\$ 19,447	0.08%
Fountain Valley	\$ 634,963	2.54%	\$ 648,311	2.59%	\$ (13,348)	-0.05%
Fullerton	\$ 1,860,592	7.44%	\$ 1,866,931	7.47%	\$ (6,339)	-0.03%
Garden Grove	\$ 3,457,568	13.83%	\$ 3,452,296	13.81%	\$ 5,273	0.02%
Huntington Beach	\$ 1,485,541	5.94%	\$ 1,524,961	6.10%	\$ (39,420)	-0.16%
Laguna Hills	\$ 172,168	0.69%	\$ 185,102	0.74%	\$ (12,933)	-0.05%
Lake Forest	\$ 462,563	1.85%	\$ 462,949	1.85%	\$ (387)	0.00%
Orange	\$ 2,062,703	8.25%	\$ 2,056,227	8.22%	\$ 6,476	0.03%
Placentia	\$ 463,026	1.85%	\$ 457,372	1.83%	\$ 5,654	0.02%
Rancho Santa Margarita	\$ 169,467	0.68%	\$ 174,682	0.70%	\$ (5,214)	-0.02%
San Juan Capistrano	\$ 221,481	0.89%	\$ 225,140	0.90%	\$ (3,660)	-0.01%
Santa Ana	\$ 5,678,240	22.71%	\$ 5,722,594	22.89%	\$ (44,353)	-0.18%
Stanton	\$ 494,049	1.98%	\$ 510,684	2.04%	\$ (16,636)	-0.07%
Tustin	\$ 663,516	2.65%	\$ 659,293	2.64%	\$ 4,223	0.02%
Villa Park	\$ 37,351	0.15%	\$ 39,044	0.16%	\$ (1,693)	-0.01%
Yorba Linda	\$ 394,961	1.58%	\$ 386,202	1.54%	\$ 8,759	0.04%
Total	\$ 25,000,000	100.00%	\$ 25,000,000	100.00%	\$ (0)	0.00%

*Percentages based on Animal Charge Days