



Joshua Sweeney
Mayor

Don Caskey
Mayor Pro Tempore

Jared Mathis
Council Member

Erica Pezold
Council Member

Dave Wheeler
Council Member

City of Laguna Hills City Council / Planning Agency

Regular Meeting Agenda
Tuesday, June 24, 2025 - 6:00 PM
(Closed Session at 5:00 p.m. when scheduled)

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

In Person Public Comments: 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 and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, as determined by the Mayor, 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.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by [email to the City Clerk](#) no later than 2 hours prior to the meeting on Tuesday, June 24, 2025. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by the deadline on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by the deadline on Tuesday, June 24, 2025. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, X (formerly Twitter), etc.) will not be accepted.

For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via [email](#).

General Business Convening at 6:00 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.

Invocation

Pledge of Allegiance: Council Member Wheeler

Roll Call of City Council Members

1. Presentations and Proclamations

1.1 Proclamation for Parks Make Life Better Month

Recommendation: That the City Council issue a Proclamation declaring July 2025 as Parks Make Life Better Month and that Mayor Sweeney present the Proclamation to City staff.

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That the City Clerk announce the upcoming meetings and events.

3. 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, as determined by the Mayor, and a total time limit of thirty minutes.

4. 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 City staff request specific items be removed from the Consent Calendar.

4.1 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.

4.2 Approval of Minutes for June 10, 2025, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the June 10, 2025, Regular Meeting.

4.3 Approval of Minutes for June 17, 2025, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 17, 2025, Special Meeting.

4.4 Ratification of June 24, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 30, 2025, to June 13, 2025, in the amount of \$1,292,085.26.

4.5 Treasurer's Investment Report for May 2025

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of May 2025.

4.6 Development Application Status Report

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

4.7 Award of Professional Services Agreement to KOA Corporation, Inc. to Develop the Laguna Hills Citywide Safety Action Plan

Recommendation: That the City Council approve the proposed Professional Services Agreement with KOA Corporation, Inc., and authorize the City Manager to execute the Agreement.

4.8 Award of a Professional Services Agreement to GMU Geotechnical, Inc. for On-Call Plan Check, Geotechnical and Pavement Engineering and Inspection Consulting Services

Recommendation: That the City Council approve the proposed Professional Services Agreement with GMU Geotechnical, Inc., in the amount of \$50,000, and authorize the City Manager to execute the Agreement.

4.9 Amendment No. 1 to Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc.

Recommendation: That the City Council approve proposed Amendment No. 1 to the current Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc., and authorize the Mayor to execute the Agreement.

4.10 Assignment and Assumption of Lease and First Amendment to Lease with Premier Group International, an Investigative and Security Corporation, a California corporation, for 24031 El Toro Road, Suite 203, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the proposed assignment and assumption agreement for 24031 El Toro Road, Suite 203, Laguna Hills, California; 2. Approve the first amendment to the lease agreement with Premier Group International, an Investigative and Security Corporation, a California corporation, for 24031 El Toro Road, Suite 203, Laguna Hills, California; and 3. Authorize the City Manager to make minor modifications, as necessary, to the assignment and assumption agreement and to the first amendment to the lease agreement and to execute both agreements.

4.11 First Amendment to Lease with Layla Fijany, DDS MS Corp., a California corporation, for 24031 El Toro Road, Suite 205, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the first amendment to the lease agreement with Layla Fijany, DDS MS Corp., a California corporation, for 24031 El Toro Road, Suite 205, Laguna Hills, California; and 2. Authorize the City Manager to make minor modifications, as necessary, to the first amendment to the lease agreement and to execute the first amendment to the lease agreement.

4.12 Adoption of Fiscal Year 2025/2026 Civic Center Budget

Recommendation: That the City Council approve and adopt the FY2025/2026 Civic Center Budget.

4.13 Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

Recommendation: That the City Council:

1. Adopt a Resolution entitled: "A Resolution of the City of Laguna Hills, California, Adopting a Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and Superseding All Previous LHCEA Memorandums of Understanding Effective July 1, 2025"; and
2. Authorize the City Manager to execute the Memorandum of Understanding.

Items Removed from the Consent Calendar

5. Planning Agency

The Planning Agency is called to order only if there are items scheduled to be presented to the Planning Agency.

6. City Council Public Hearings

6.1 General Plan Amendment RZNE-0013-2024, a Minor Amendment to the Laguna Hills General Plan Mobility Element to Reflect Changes Made to the Orange County Master Plan of Arterial Highways to Modify Major and Secondary Arterials to Collector Arterials

Recommendation: That the City Council:

1. Conduct a public hearing;
2. Find and determine that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and 15378; and,
3. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Making a Determination that the Project is Exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) and 15378, and Approving General Plan Amendment No. RZNE-0013-2024, a Minor Amendment to the General Plan Mobility Element to Modify Major and Secondary Arterials to Collector Arterials for Paseo de Valencia Between Alicia Parkway and Cabot Road, and Cabot Road Between Paseo de Valencia and El Paseo."

6.2 Public Hearing and Second Reading and Adoption of Introduced Ordinance Adopting the Local Area Responsibility Area Fire Hazard Severity Zones Map as Required by California Government Code Section 51179

Recommendation: That the City Council:

1. Conduct a public hearing; and
2. Adopt an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Adding Chapter 10-84 to the Laguna Hills Municipal Code Adopting the Local Responsibility Area Fire Hazard Severity Zones Map as Designated by the California Department of Forestry and Fire Protection;"

7. Administrative Reports

7.1 City Manager

7.2 Finance Director

7.2.1 Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

Recommendation: That the City Council:

1. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2023-07-11-4"; and
2. Approve the City's Employee Position Allocation.

7.3 Chief of Police Services

7.3.1 Public Safety Update

Recommendation: That the City Council receive an update on public safety activities, including updates on crime statistics.

8. Matters Agendized and Presented by City Council Members

9. City Council Member Committee Reports

9.1 Committee Assignment Report

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be July 8, 2025, at 6:00p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by June 20, 2025, at 5:00p.m.



Jennifer Lee, CMC, City Clerk

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.

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



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Jennifer Lee, City Clerk
Issue: Proclamation for Parks Make Life Better Month

Recommendation: That the City Council issue a Proclamation declaring July 2025 as Parks Make Life Better Month and that Mayor Sweeney present the Proclamation to City staff.

Background:

Staff recommends the City Council issue the Proclamation declaring July 2025 as Parks Make Life Better Month, at the June 24, 2025, City Council meeting.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

1. Proclamation - Parks Make Life Better Month



CITY OF LAGUNA HILLS

PROCLAMATION

PARKS MAKE LIFE BETTER MONTH

JULY 2025

WHEREAS, Community Services promotes physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity; and

WHEREAS, Community Services supports the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident's engagement; and

WHEREAS, Community Services creates memorable experiences through youth and adult sports and enrichment activities, programs, adult fitness, and enrichment programs, free community events, and beyond; and

WHEREAS, Community Services fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Community Services supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and

WHEREAS, Community Services strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and

WHEREAS, Community Services facilitates community problem and issue resolution by providing safe spaces to come together peacefully and serving as key points of service; and

WHEREAS, Community Services sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

WHEREAS, Community Services supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and

WHEREAS, Community Services remains versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

WHEREAS, The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services.

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim the month of July 2025, as "Parks Make Life Better Month" and recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians.

Dated this 24th day of June 2025.

JOSHUA SWEENEY, MAYOR



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Jennifer Lee, City Clerk
Issue: Schedule of Future Events

Recommendation: That the City Clerk announce the upcoming meetings and events.

Meetings:

City Council/Planning Agency Regular Meetings

Tuesday, July 8th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Tuesday, August 26th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Traffic Commission Meeting

Wednesday, July 16th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Parks and Recreation Commission Meeting

Wednesday, August 6th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events:

[Excursion to San Diego Country Fair-Del Mar Fairgrounds](#)

Friday, June 27th, 2:00 p.m. – 10:00 p.m., meet at Laguna Hills Community Center

[4th of July Celebration with a Concert featuring Anthem Road and Fireworks Show](#)

Friday, July 4th, 4:00 p.m. – 9:20 p.m., meet at Laguna Hills Community Center/ Soccer Field

Attachments:

1. Event Flyer(s)

Excursion to San Diego County Fair at the Del Mar Fairgrounds



San Diego County Fair is one of the main San Diego attractions in the summer in San Diego County. Centrally located in Del Mar at the Del Mar fairgrounds, it offers food, rides, shows, animals, concerts (in prior years) and lots of fun. Be sure to bring water, some snacks/sack lunch or purchase from the food vendors on site. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

***Registration begins May 13, 2025**

Class# 1682

6/27 2:00PM-10:00PM Friday

Fee: Resident \$25, Non-Resident \$30

Like us on  at www.facebook.com/lagunahillscscc

To register or for more information, please call (949) 707-2680 or visit
www.lagunahillscsca.gov

★ ★ ★ CITY OF LAGUNA HILLS ★ ★ ★

FOURTH OF JULY CELEBRATION

4-6pm: Community Fun

6-9pm: Live Music by
Anthem Road

9-9:20pm: Fireworks

**FREE
ENTRY**

**JULY
04**

**FIREWORKS - LIVE MUSIC
DRINKS - FOOD - FESTIVAL**



25555 ALICIA PKWY

lagunahillsca.gov



**City of Laguna Hills
City Council / Planning Agency
Regular Meeting
Minutes**

Tuesday, June 10, 2025

Closed Session - Convening at 5:00 PM

Call to Order

The meeting was called to order at 5:00 p.m. by Mayor Sweeney.

Roll Call of City Council Members

Present:

Mayor Joshua Sweeney
Mayor Pro Tempore Don Caskey
Council Member Erica Pezold
Council Member Jared Mathis
Council Member Dave Wheeler

Absent:

Announcement of Closed Session Item(s)

A. Conference with Labor Negotiators

Pursuant to California Government Code Section 54957.6(a)

City Designated Representative: Eric Hendrickson, Finance Director

Employee Organization: Laguna Hills City Employee Association,
City Employee Organization

B. Public Employee Performance Evaluation

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

Public Employee Title: City Manager - Performance Review

Public Comments

There were no public comments on the closed session items.

Adjourn to City Council Conference Room or City Council Chamber

Convene into Closed Session

The City Council convened into closed session to consider the matters listed above.

Reconvene to City Council Chamber

Recess

General Business Convening at 6:00 PM

Call to Order

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

Invocation: Mayor Sweeney

Pledge of Allegiance: Council Member Pezold

Roll Call of City Council Members

Present:

Mayor Joshua Sweeney
Mayor Pro Tempore Don Caskey
Council Member Erica Pezold
Council Member Jared Mathis
Council Member Dave Wheeler

Absent:

Closed Session Report

A. Conference with Labor Negotiators

Pursuant to California Government Code Section 54957.6(a)

City Designated Representative:	Eric Hendrickson, Finance Director
Employee Organization:	Laguna Hills City Employee Association, City Employee Organization

B. Public Employee Performance Evaluation

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

Public Employee Title: City Manager - Performance Review

City Attorney Simonian stated that the City Council convened into closed session pursuant to the authorities listed on the Agenda with no reportable action taken. City Attorney Simonian further stated that the discussion on Closed Session Item B was not concluded and, pursuant to the authorities authorized by the Laguna Hills Municipal Code, the City Council will reconvene into closed session at the end of the meeting.

1. Presentations and Proclamations

Mayor Sweeney presented Certificates of Recognition to Olympic athlete Johnny Key and his coach Ah Chong Sam Chong.

2. Schedule of Future Events

2.1 Schedule of Future Events

Deputy City Clerk McDonald announced the upcoming meetings and events.

3. Public Comments

The following individual(s) provided public comments on non-agendized items:

Dawn Ford

4. Consent Calendar

A motion to approve the balance of the Consent Calendar with Council Member Pezold removing Item No. 4.7 was moved by Council Member Pezold, seconded by Council Member Wheeler.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler
Nays: None
Abstain: None

4.1 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.

4.2 Approval of Minutes for May 27, 2025, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the May 27, 2025, Special Meeting.

4.3 Approval of Minutes for May 27, 2025, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the May 27, 2025, Regular Meeting.

4.4 Ratification of June 10, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 16, 2025, to May 29, 2025, in the amount of \$630,542.72.

4.5 Second Reading and Adoption of Introduced Ordinance Establishing a Speed Limit of 30 MPH for Del Lago Drive between Lake Forest Drive and La Cadena Drive

Recommendation: That the City Council adopt Ordinance No. 2025-3: "An Ordinance of the City Council of the City of Laguna Hills, California, Amending

Section 11-20.010 of the Laguna Hills Municipal Code Establishing a Speed Limit of 30 MPH for Del Lago Drive between Lake Forest Drive and La Cadena Drive."

4.6 Appropriations Limit for Fiscal Year 2025/2026

Recommendation: That the City Council adopt Resolution No. 2025-06-10-1: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing the Appropriations Limit (Gann Limit) for the City of Laguna Hills for Fiscal Year 2025/2026."

4.8 Award of Professional Services Agreement to AGA Engineers, Inc. for Regional Traffic Signal Synchronization Program for Paseo De Valencia – Moulton Parkway Confluence Bypass Corridor Project, CIP 168-L

Recommendation: That the City Council: 1. Award a Professional Services Agreement to AGA Engineers, Inc. for Regional Traffic Signal Synchronization Program for Paseo De Valencia – Moulton Parkway Confluence Bypass Corridor Project, and 2. Authorize the City Manager to execute the Agreement.

4.9 Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

Recommendation: That the City Council: 1. Approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited, to the Seven-Year Capital Improvement Program; and 2. Adopt Resolution No. 2025-06-10-2: "A Resolution of the City Council of the City of Laguna Hills, California, Concerning the Status and Update of the Circulation Element, and Mitigation Fee Program for the Measure M (M2) Program."

Items Removed from the Consent Calendar

4.7 Award of Public Works Construction Contract for the Street Name Signs Project, CIP 113

Recommendation: That the City Council: 1. Award the Public Works Construction Contract for the Street Name Signs Project, CIP 113 (changed from CIP 153), to the lowest responsive bidder, Cat Tracking, Inc., in the amount of \$237,325.00; 2. Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3. Reject all other construction bids; and 4. Authorize the City Manager to sign the Public Works Construction Contract with Cat Tracking, Inc.

Council Member Pezold removed Item No. 4.7 from the Consent Calendar to provide comments on the item.

A motion to approve staff's recommendation was moved by Council Member Pezold, seconded by Council Member Mathis.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

5. Planning Agency

Mayor Sweeney recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 6:17 p.m.

5.1 Roll Call of Planning Agency Members

Present:

Chair Joshua Sweeney
Vice Chair Don Caskey
Agency Member Erica Pezold
Agency Member Jared Mathis
Agency Member Dave Wheeler

Absent:

5.2 Public Comments

There were no public comments for the Planning Agency on non-agendized items.

5.3 Approval of Minutes

The Planning Agency Minutes are approved by the City Council.

5.4 Administrative Reports

5.4.1 Capital Improvement Program General Plan Conformity Report

Recommendation: That the Planning Agency adopt Resolution No. PA2025-06-10-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed 2025/2026 Fiscal Year Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

Assistant City Manager Ames reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Agency Member requests for additional information.

A motion to approve staff's recommendation was moved by Agency Member Mathis, seconded by Vice Chair Caskey.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Chair Sweeney, Vice Chair Caskey, Agency Member Pezold,
Agency Member Mathis, Agency Member Wheeler

Nays: None

Abstain: None

5.5 Planning Agency Public Hearings

5.5.1 Conditional Use Permit (CUP) No. USE-0188-2024, a request by Property Owner Rahim Tofigh for Approval of a Proposed Roof Deck on a Detached Rear Yard Accessory Dwelling Unit Located at 25961 Glen Canyon Drive

Recommendation: That the Planning Agency:

1. Conduct a public hearing;
2. Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (Class 3, New Construction or Conversion of Small Structures); and
3. Adopt Resolution No. PA2025-06-10-2: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Conditional Use Permit (CUP) No. USE-0188-2024, a Request by Property Owner Rahim Tofigh for Approval of a Roof Deck on a Detached Rear Yard Accessory Dwelling Unit Located at 25961 Glen Canyon Drive, Including an Exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Article 19 Section 15303 (Class 3, New Construction or Conversion of Small Structures)."

Senior Planner Wu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Agency Member requests for additional information.

Chair Sweeney opened the public hearing.

Project applicant and property owner, Rahim Tofigh, responded to Agency Member requests for additional information and agreed to abide by the proposed conditions of approval on the project.

Chair Sweeney closed the public hearing.

A motion to approve staff's recommendation was moved by Agency Member Pezold, seconded by Vice Chair Caskey.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Chair Sweeney, Vice Chair Caskey, Agency Member Pezold,
Agency Member Mathis, Agency Member Wheeler

Nays: None

Abstain: None

5.6 Planning Agency Adjournment

Chair Sweeney adjourned the Planning Agency Meeting at 6:32 p.m. and reconvened the City Council Meeting. All Council Members were present in Chamber.

6. City Council Public Hearings

6.1 Adoption of Solid Waste Collection and Recycling Rate Adjustments for Residential and Commercial Collection Services

Recommendation: That the City Council:

1. Receive staff presentation and report, and receive City Clerk report on written property owner protests;
2. Ask questions of staff;
3. Open the public hearing;
4. Receive public testimony;
5. Close the public hearing; and
6. If less than 6,634 written protests were received by the City, by motion, approve the rate adjustments in the approved Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and for the Collection and Transportation of Recyclable Materials to Processors for Diversion between the City of Laguna Hills and CR&R Incorporated.

Assistant City Manager Ames reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

City Clerk Lee provided a report on written property owner protests received.

Mayor Sweeney opened the public hearing.

The following individual(s) provided public comments on Item No. 6.1.:

Mike Price

At Mayor Sweeney's request, Chrystal Denning, CR&R Regional Vice President, responded to Council Member and public requests for additional information.

Mayor Sweeney closed the public hearing.

Mayor Sweeney received consensus to re-open the public hearing.

At Mayor Sweeney's request, Chrystal Denning, CR&R Regional Vice President, responded to Council Member and public requests for additional information.

The following individual(s) provided public comments on Item No. 6.1.:

Anonymous

Anonymous

Mayor Sweeney closed the public hearing.

A motion to approve staff's recommendation was moved by Mayor Pro Tempore Caskey, seconded by Council Member Mathis.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member
Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

7. Administrative Reports

7.1 City Manager

7.1.1 First Reading and Introduction of an Ordinance adopting the Local Responsibility Area Fire Hazard Severity Zones Map as Required by California Government Code Section 51179

Recommendation: That the City Council

1. Receive staff presentation and report;
2. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of

Laguna Hills adding Chapter 10-84 to the Laguna Hills Municipal Code Adopting the Local Responsibility Area Fire Hazard Severity Zones Map as Designated by the California Department of Forestry and Fire Protection;" and

3. Direct staff to place the Ordinance on the June 24, 2025, meeting agenda for a Public Hearing and second reading, and to publish the hearing notice.

City Manager Hildenbrand reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

At Mayor's Sweeney's request, Nick Pivaroff, OCFA Assistant Fire Marshal, responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Mathis, seconded by Council Member Pezold.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes:	Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler
Nays:	None
Abstain:	None

7.2 Finance Director

7.2.1 Budget Adoption for Fiscal Years 2025/2026 & 2026/2027

Recommendation: That the City Council adopt Resolution No. 2025-06-10-3: "A Resolution of the City Council of the City of Laguna Hills, California, adopting the operating budget, capital improvement program and other appropriations for the City of Laguna Hills for the 2025-2026 & 2026-2027 fiscal years."

The following individual(s) submitted an electronic public comment on Item No. 7.2.1 that was received, forwarded to the City Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee: Ezekiel Katz

A motion to continue the item to an additional City Council Workshop was moved by Council Member Wheeler, seconded by Council Member Pezold.

Roll Call Vote Result: Failed

Yes 2, No 3, Abstained 0

Ayes: Council Member Pezold, Council Member Wheeler
Nays: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis
Abstain: None

Finance Director Hendrickson reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

A motion to move staff's recommendation was moved by Council Member Mathis, seconded by Mayor Pro Tempore Caskey.

A substitute motion to remove a Motor Deputy and a Community Services Officer (CSO) from the budget was moved by Council Member Wheeler and received no second.

A substitute motion to request Saddleback Valley Unified School District cover the costs of crossing guards and the School Resource Officer (SRO) was moved by Council Member Wheeler and subsequently withdrawn by Council Member Wheeler.

City Manager Hildenbrand responded to Council Member requests for additional information.

A substitute motion to reduce all budget discretionary items by 2% was moved by Council Member Wheeler and received no second.

A motion to approve staff's recommendation was moved by Council Member Mathis, seconded by Mayor Pro Tempore Caskey.

Roll Call Vote Result: Passed

Yes 3, No 2, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis
Nays: Council Member Pezold, Council Member Wheeler
Abstain: None

7.3 City Manager

7.3.1 Approval of Fiscal Year 2025–26 Agreement with the County of Orange for the Provision of Law Enforcement Services

Recommendation: That the City Council approve the agreement with the County of Orange for the provision of law enforcement services for fiscal year 2025–26 and authorize the Mayor to execute the contract on behalf of the City.

City Manager Hildenbrand reviewed the information provided in the staff report and responded to Council Member requests for additional information.

The following individual(s) submitted an electronic public comment on Item No. 7.3.1 that was received, forwarded to the City Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Margaret Jenkins
Sook Lee Park

A motion to approve staff's recommendation was moved by Council Member Mathis, seconded by Mayor Sweeney.

Roll Call Vote Result: Passed
Yes 4, No 1, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis
Nays: Council Member Wheeler
Abstain: None

7.4 Chief of Police Services

7.4.1 Public Safety Update

Chief of Police Services, Captain Burk provided a public safety update report and responded to Council Member requests for additional information.

8. Matters Agendized and Presented by City Council Members

There were no matters agendized by City Council Members.

9. City Council Member Committee Reports

9.1 Committee Assignment Report

The City Council received reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Council Member Pezold

Council Member Pezold provided comments on a lawsuit referred to as "The Siri Lawsuit" and requested a discussion on eliminating devices during closed session meetings be agendized at a future meeting and received no second.

Council Member Wheeler

Council Member Wheeler provided comments on recent changes to the lane layout on Paseo de Valencia at Laguna Hills Drive.

Adjournment

The City Council reconvened into Closed Session to continue their discussion on Closed Session Item B.

The City Council reconvened to the City Council Chamber.

City Attorney Simonian reported that the City Council convened into closed session pursuant to the authorities listed on the agenda with no reportable action.

There being no further business before the City Council at this session, Mayor Sweeney declared the meeting adjourned at 8:49 p.m.

Jennifer Lee, City Clerk

ATTEST:

Joshua Sweeney, Mayor

Approved at meeting of June 24, 2025.

**City of Laguna Hills
City Council
Special Meeting
Minutes
Tuesday, June 17, 2025**

Call to Order

Council Member Pezold joined the meeting via teleconference (pursuant to Government Code Section 54953(b)). Council Member Pezold confirmed that there were no members of the public at the teleconference location that wished to provide a public comment at the meeting.

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

Roll Call of City Council Members *(Erica Pezold, Appearance Via Teleconference)*

Present:

Mayor Joshua Sweeney
Mayor Pro Tempore Don Caskey
Council Member Erica Pezold, via teleconference
Council Member Jared Mathis
Council Member Dave Wheeler

Absent:

Announcement of Closed Session Item(s)

A. Public Employment

Government Code Section 54957(b)(1)
Title: Interim City Manager

B. Public Employment

Government Code Section 54957(b)(1)
Title: City Manager

Public Comments

There were no public comments on the closed session items.

Adjourn to City Council Conference Room or City Council Chamber

Convene into Closed Session

The City Council convened into closed session to consider the matters listed above.

Reconvene to City Council Chamber

The City Council reconvened to the City Council Chamber at 10:25 p.m.

Closed Session Report

A. Public Employment

Government Code Section 54957(b)(1)

Title: Interim City Manager

B. Public Employment

Government Code Section 54957(b)(1)

Title: City Manager

City Attorney Simonian stated that the City Council convened into closed session pursuant to the authorities listed on the Agenda with no reportable action taken.

Adjournment

There being no further business before the City Council at this session, Mayor Sweeney declared the meeting adjourned at 10:25 p.m.

Jennifer Lee, City Clerk

ATTEST:

Joshua Sweeney, Mayor

Approved at meeting of June 24, 2025.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of June 24, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 30, 2025, to June 13, 2025, in the amount of \$1,292,085.26.

Background:

The City issues accounts payable disbursements on a regular basis and presents it to the City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from May 30, 2025, to June 13, 2025, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Fiscal Impact:

Ratification of the accompanying Warrant Register includes disbursements totaling \$1,292,085.26.

Attachments:

1. Warrant Register - June 24, 2025
2. Payables Detail Report - June 24, 2025



City of Laguna Hills, CA

Warrant Register - June 24, 2025

By Check Number

Date Range: 05/30/2025 - 06/13/2025

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
5207	E-0504	EL TORO WATER DISTRICT	06/05/2025	15,201.52
5208	M-1302	MOULTON NIGUEL WATER DISTRICT	06/05/2025	18,700.72
5209	Q-1717	QUADIENT FINANCE USA, INC.	06/05/2025	1,000.00
5210	R-1995	RUN KIDS RUN	06/05/2025	1,400.00
5211	S-1904	SOUTHERN CALIFORNIA EDISON	06/05/2025	115.74
5212	T-2698	TPX COMMUNICATIONS	06/05/2025	766.90
5213	V-2224	VERIZON WIRELESS	06/05/2025	931.71
5214	D-0579	A DESI DJ PRODUCTION	06/13/2025	1,595.00
5215	A-0388	ABTECH TECHNOLOGIES, INC.	06/13/2025	12,283.13
5216	A-0138	ALL CITY MANAGEMENT, INC.	06/13/2025	8,999.20
5217	Z-CD-0514	ALL STARS BUILDERS INC	06/13/2025	436.03
5218	A-0382	ALWAYS ADVANCING MANUFACTURING & PROMOTIONS LLC	06/13/2025	5,160.40
5219	S-2321	APRIL LORENE STRONG	06/13/2025	360.00
5220	A-0392	AQUATICO	06/13/2025	795.00
5221	A-0365	AT&T	06/13/2025	31.58
5222	B-0438	BC TRAFFIC SPECIALIST	06/13/2025	349.57
5223	B-0377	BIG TOP RENTALS	06/13/2025	12,837.86
5224	B-0222	BILL'S SOUND AND SECURITY	06/13/2025	130.00
5225	B-0460	BLUETRITON BRANDS INC	06/13/2025	106.10
5226	C-1133	CALIFORNIA YELLOW CAB	06/13/2025	7,438.00
5227	W-2453	CAROLYN WOJCIECHOWSKI	06/13/2025	1,225.00
5228	C-1144	CHARLES ABBOTT ASSOCIATES, INC	06/13/2025	21,012.71
5229	E-0553	CHRISTINA ELKINS	06/13/2025	1,134.00
5230	C-0324	CITY OF MISSION VIEJO	06/13/2025	4,970.63
5231	C-1096	CODE PUBLISHING COMPANY, INC.	06/13/2025	147.00
5232	C-1190	COUNTY OF ORANGE	06/13/2025	913.00
5233	C-1122	CROSTOWN ELECTRICAL AND DATA, INC.	06/13/2025	19,070.76
5234	E-0593	DALE BRUCE EISENBERG	06/13/2025	336.00
5235	D-0461	DATA TICKET, INC.	06/13/2025	713.08
5236	D-0583	DMS FACILITY SERVICES, LLC	06/13/2025	124,009.25
5237		**Void**	06/13/2025	-
5238	D-0561	DOCU-TRUST	06/13/2025	115.00
5239	E-0504	EL TORO WATER DISTRICT	06/13/2025	143.75
5240	E-0609	EMERGENCY-1 RESPONSE, INC.	06/13/2025	1,886.00
5241	G-0868	GLASER WEIL FINK HOWARD JORDAN & SHAPIRO LLP	06/13/2025	18,431.25
5242	G-0865	GREENBELT GROWERS	06/13/2025	827.31
5243	H-0965	HARDY & HARPER, INC.	06/13/2025	731,748.79
5244	H-0829	HARTZOG AND CRABILL, INC.	06/13/2025	17,279.60
5245	H-0960	HR GREEN PACIFIC, INC.	06/13/2025	5,838.75
5246	I-0960	IRV SEAVER MOTORCYCLES	06/13/2025	819.22
5247	I-0942	IRVINE RANCH WATER DISTRICT	06/13/2025	262.79
5248	J-1096	JABELLE MICU PARAGAS	06/13/2025	780.00
5249	J-1097	JACOB GREEN & ASSOCIATES, INC	06/13/2025	4,950.00
5250	J-1057	JAMEY CLARK, INC.	06/13/2025	17,998.84
5251	H-0959	JOHN HABASH	06/13/2025	105.00
5252	K-1206	KANKU KARATE ASSOCIATION / MEI DO RYU	06/13/2025	2,460.50
5253	K-1207	KIDOKINETICS SOUTH ORANGE COUNTY	06/13/2025	133.00
5254	K-1126	LORNA ANGELA GAIL KNIGHT	06/13/2025	823.20
5255	L-1397	LYONS SECURITY SERVICE, INC.	06/13/2025	825.00
5256	M-1486	MAIN GRAPHICS	06/13/2025	827.71
5257	M-1611	MARK THOMAS & COMPANY, INC.	06/13/2025	3,101.00
5258	M-1304	MARTIN LOCK AND SAFE CO.	06/13/2025	225.62
5259	M-1609	MITSUBISHI ELECTRIC US, INC.	06/13/2025	587.40

Warrant Register - June 24, 2025

Date Range: 05/30/2025 - 06/13/2025

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
5260	M-1388	MOBILE MINI, INC.	06/13/2025	341.83
5261	M-1606	MTM YEE CORP	06/13/2025	400.00
5262	O-1546	OFFICE SOLUTIONS	06/13/2025	51.42
5263	O-1613	ONTARIO REFRIGERATION SERVICE, INC.	06/13/2025	263.00
5264	O-1599	ORANGE COUNTY JUMPERS LLC	06/13/2025	930.00
5265	P-1839	PAPER DEPOT	06/13/2025	86.00
5266	R-1986	RACEWAY FORD, INC	06/13/2025	35,811.20
5267	R-1855	RICHARD FISHER ASSOCIATES	06/13/2025	9,954.02
5268	R-1977	RJ ELECTRIC	06/13/2025	7,620.00
5269	G-0874	ROBERTA GEIER	06/13/2025	119.00
5270	S-1902	SAN DIEGO GAS AND ELECTRIC	06/13/2025	12,414.16
5271	S-2332	SANTA MARGARITA PLUMBING AND AIR	06/13/2025	485.00
5272	S-2319	SCA OF CA, LLC	06/13/2025	14,811.23
5273	S-2267	SINTA DESIGN	06/13/2025	210.00
5274	S-1904	SOUTHERN CALIFORNIA EDISON	06/13/2025	5,568.60
5275	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	06/13/2025	1,068.47
5276	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	06/13/2025	18,090.45
5277	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	06/13/2025	128.00
5278	B-0304	THE BEE MAN	06/13/2025	730.00
5279	T-2712	TOTAL SOURCE OFFICEWORKS	06/13/2025	1,623.60
5280	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	06/13/2025	164.70
5281	W-2451	W.G. ZIMMERMAN ENGINEERING, INC.	06/13/2025	21,246.50
5282	W-2337	WEST COAST ARBORISTS, INC.	06/13/2025	9,257.00
5283	R-1801	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	06/13/2025	56,477.93
5284	W-2452	WSP USA ENVIRONMENT AND INFRASTRUCTURE INC	06/13/2025	13,621.40
Total Regular:				1,283,813.13

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003124	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	06/05/2025	8,272.13
			Total Bank Draft:	8,272.13

Bank Code 1 - General Summary				
	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	134	77	0.00	1,283,813.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	1	1	0.00	8,272.13
EFT's	0	0	0.00	0.00
	135	79	0.00	1,292,085.26

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	77	0.00	1,283,813.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	1	1	0.00	8,272.13
EFT's	0	0	0.00	0.00
	135	79	0.00	1,292,085.26

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	6/2025	1,292,085.26
			1,292,085.26



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 05/30/2025 - 06/13/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
06/05/2025	MOULTON NIGUEL WATER DISTRICT	051525	Utilities - Water, 4/7/25 - 5/12/25	100-310-635100	740.68
06/05/2025	MOULTON NIGUEL WATER DISTRICT	051525	Utilities - Water, 4/7/25 - 5/12/25	100-355-635000	17,867.35
06/05/2025	SOUTHERN CALIFORNIA EDISON	052125 - Acct #70007600	Utilities - Electric, 4/1/25 - 5/20/25	100-356-631400	115.74
06/05/2025	MOULTON NIGUEL WATER DISTRICT	052225	Utilities - Water, 4/15/25 - 5/19/25	100-355-635000	92.69
06/05/2025	QUADIENT FINANCE USA, INC.	052725	Postage Replenishment, May '25	100-195-625000	1,000.00
06/05/2025	RUN KIDS RUN	052725	Program Expense, 1/2 Marathon, May '25	100-310-695507	1,400.00
06/05/2025	EL TORO WATER DISTRICT	060525	Water Usage, Public Works, Apr '25	100-355-635000	15,201.52
06/05/2025	TPX COMMUNICATIONS	185667070-0	Communications Expense, 5/23/25 - 6/22/25	100-195-630000	766.90
06/05/2025	HIGH LEVEL SECURITY SOLUTIONS, INC.	5938	Private Security Patrol, 5/19/25 - 6/1/25	100-420-720850	8,272.13
06/05/2025	VERIZON WIRELESS	6114444144	Communications Expense, 4/26/25 - 5/25/25	100-195-630000	931.71
06/13/2025	AT&T	000023583849	Traffic Signal, 5/6/25 - 6/5/25	100-356-630000	31.58
06/13/2025	JABELLE MICU PARAGAS	0001	Community Center Map, Jun '25	100-310-624500	780.00
06/13/2025	SOUTHERN CALIFORNIA NEWS	0011727903	Legal Advertising, May '25	100-155-624001	383.31
06/13/2025	SOUTHERN CALIFORNIA NEWS	0011732780	Legal Advertising, May '25	100-155-624001	346.14
06/13/2025	SOUTHERN CALIFORNIA NEWS	0011737146	Legal Advertising, USE-0188-2024, May '25	100-000-223000	339.02
06/13/2025	DOCU-TRUST	0056024	Offsite Data Storage, Jun '25	100-155-700030	115.00
06/13/2025	EL TORO WATER DISTRICT	052925	Water Usage, 5/22/25 - 5/28/25	100-355-635000	143.75
06/13/2025	BLUETRITON BRANDS INC	05E8710008221	Operating Supplies, Comm Ctr, 4/25/25 - 5/24/25	100-310-622005	106.10
06/13/2025	IRVINE RANCH WATER DISTRICT	060325	Utilities - Water, 5/1/25 - 6/2/25	100-355-635000	262.79
06/13/2025	SAN DIEGO GAS AND ELECTRIC	060325	Utilities - Electric, 5/1/25 - 5/31/25	100-356-631400	12,414.16
06/13/2025	SOUTHERN CALIFORNIA EDISON	060425 - Acct #70016247	Utilities - Electric, 4/1/25 - 5/31/25	100-355-631000	96.41
06/13/2025	SOUTHERN CALIFORNIA EDISON	060425 - Acct #70016247	Utilities - Electric, 4/1/25 - 5/31/25	100-356-631400	1,304.92
06/13/2025	SOUTHERN CALIFORNIA EDISON	060425 - Acct #70016247	Utilities - Electric, 4/1/25 - 4/30/25	100-356-631900	4,167.27
06/13/2025	APRIL LORENE STRONG	061025	Summer Kick-Off Balloon Artist, 6/13/25	100-310-695500	360.00
06/13/2025	KIDOKINETICS SOUTH ORANGE COUNTY	061025	Little Kickers, Spring '25	100-310-721500	133.00
06/13/2025	ROBERTA GEIER	061025	Ballroom Dance Instruction, Spring	100-310-721500	119.00
06/13/2025	DALE BRUCE EISENBERG	061025	Aikido Instruction, Spring '25	100-310-721500	336.00
06/13/2025	JOHN HABASH	061025	Clogging Instruction, Spring '25	100-310-721500	105.00
06/13/2025	KANKU KARATE ASSOCIATION / MEI DO RYU	061025	Karate, Spring '25	100-310-721500	2,460.50
06/13/2025	CAROLYN WOJCIECHOWSKI	061025	Line Dancing Instruction, Spring '25	100-310-721500	1,225.00
06/13/2025	CHRISTINA ELKINS	061025	Belly Dance Instruction, Spring '25	100-310-721500	1,134.00
06/13/2025	LORNA ANGELA GAIL KNIGHT	061025	Contract Instructor, Yoga, Spring '25	100-310-721500	823.20
06/13/2025	BC TRAFFIC SPECIALIST	082004	Sign Hardware, May '25	100-355-720401	135.94
06/13/2025	BC TRAFFIC SPECIALIST	082005	Custom Signage, May '25	100-355-720401	213.63
06/13/2025	A DESI DJ PRODUCTION	10023	Program Expense, 1/2 Marathon	100-310-695507	1,595.00
06/13/2025	ALL CITY MANAGEMENT, INC.	101524	Crossing Guard Services, 5/11/25 - 5/24/25	100-420-720822	8,999.20
06/13/2025	MTM YEE CORP	11101	Advertising-Program Services, Jun '25	100-310-624500	400.00
06/13/2025	THE BEE MAN	133636	Bee Removal, Mar '25	100-355-720701	185.00
06/13/2025	THE BEE MAN	134351	Bee Removal, May '25	100-355-720701	175.00
06/13/2025	THE BEE MAN	134352	Bee Removal, May '25	100-355-720701	175.00
06/13/2025	THE BEE MAN	134575	Bee Removal, May '25	100-355-720701	195.00
06/13/2025	MAIN GRAPHICS	164580	Envelopes, Jun '25	100-195-620000	827.71
06/13/2025	SANTA MARGARITA PLUMBING AND AIR	16609-43549	Garbage Disposal Drainage Repair, May '25	100-310-645500	485.00
06/13/2025	DATA TICKET, INC.	180153	Process Fee, Parking Citations, May	100-420-720823	713.08

Payables Detail Report
Payment Dates: 05/30/2025 - 06/13/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/13/2025	HR GREEN PACIFIC, INC.	188583	Public Works Permit Inspections, May '25	100-355-700255	5,838.75
06/13/2025	SPECTRUM SPORTS MANAGEMENT, INC.	2025-080	Event Mgmt Services, 1/2 Marathon, 5th Billing	100-310-695507	10,000.00
06/13/2025	SPECTRUM SPORTS MANAGEMENT, INC.	2025-086	Packet Pick Up & Timing Services, 1/2 Marathon	100-310-695507	8,090.45
06/13/2025	IRV SEAVER MOTORCYCLES	20251135	Motorcycle Maintenance, Police Svcs, May '25	100-420-646100	819.22
06/13/2025	CITY OF MISSION VIEJO	21442	Homelessness Outreach, May '25	100-310-720302	4,970.63
06/13/2025	GREENBELT GROWERS	21611	Landscape Maintenance, Jun '25	100-355-720700	827.31
06/13/2025	WEST COAST ARBORISTS, INC.	228954	Tree Trimming Services, 4/16/25 - 4/30/25	100-355-720702	9,257.00
06/13/2025	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	24-253939	Street Maintenance, May '25	100-356-720400	38.15
06/13/2025	HARTZOG AND CRABILL, INC.	25-0167(HCI#3502)	Traffic Signal Mgmt Services, Apr '25	100-356-700101	10,056.05
06/13/2025	HARTZOG AND CRABILL, INC.	25-0209(HCI#3502)	Traffic Signal Mgmt Services, May '25	100-356-700101	7,156.05
06/13/2025	ABTECH TECHNOLOGIES, INC.	2504021-IN	Hard Drive, Apr '25	100-195-621000	348.63
06/13/2025	ABTECH TECHNOLOGIES, INC.	2505054-IN	Hard Drive, May '25	100-195-621000	323.25
06/13/2025	JACOB GREEN & ASSOCIATES, INC	2922	Facilitation Services, 20% Due, Mar	100-155-700000	4,950.00
06/13/2025	GLASER WEIL FINK HOWARD JORDAN & SHAPIRO LLP	306636	Professional Services Legal, May '25	100-155-700011	18,431.25
06/13/2025	AQUATICO	372-284	Fountains/Water Features Maintenance, Jun '25	100-310-645500	795.00
06/13/2025	ALWAYS ADVANCING MANUFACTURING & PROMOTIONS LLC	37673 (2)	Marathon Medals, Balance Due, May '25	100-310-695507	5,160.40
06/13/2025	LYONS SECURITY SERVICE, INC.	38879	Event Security, Permit #2444,	100-310-690501	75.00
06/13/2025	LYONS SECURITY SERVICE, INC.	38880	Event Security, Permit #3119,	100-310-690501	525.00
06/13/2025	LYONS SECURITY SERVICE, INC.	38881	Event Security, Permit #3640,	100-310-690501	225.00
06/13/2025	CHARLES ABBOTT ASSOCIATES, INC	68936 - B (City Monumer	City Monument Decoration, May '25	100-355-720401	467.55
06/13/2025	TOTAL SOURCE OFFICEWORKS	39131.1	Office Supplies, May '25	100-155-620000	133.28
06/13/2025	TOTAL SOURCE OFFICEWORKS	39162	Office Supplies, Jun '25	100-195-620000	42.01
06/13/2025	TOTAL SOURCE OFFICEWORKS	39162	Operating Supplies, Jun '25	100-195-622000	78.31
06/13/2025	TOTAL SOURCE OFFICEWORKS	39163	Computer Supplies, Jun '25	100-195-621000	819.84
06/13/2025	TOTAL SOURCE OFFICEWORKS	39163	Office Supplies, Comm Ctr, Jun '25	100-310-620500	181.41
06/13/2025	TOTAL SOURCE OFFICEWORKS	39214	Build-A-Fort Supplies, Jun '25	100-310-695503	368.75
06/13/2025	WSP USA ENVIRONMENT AND INFRASTRUCTURE INC	40203352	Professional Services, NPDES Support, May '25	100-355-700000	13,621.40
06/13/2025	CROSTOWN ELECTRICAL AND DATA, INC.	4296-25-005	Traffic Signal Maintenance, May '25	100-356-720420	3,644.70
06/13/2025	BILL'S SOUND AND SECURITY	46117	Passcode Change, May '25	100-310-630100	65.00
06/13/2025	BILL'S SOUND AND SECURITY	46125	Passcode Change, Jun '25	100-310-630100	65.00
06/13/2025	RICHARD FISHER ASSOCIATES	4663	Engineer Services, Ridge Route Bioswale, Apr '25	100-355-700100	7,280.00
06/13/2025	HARDY & HARPER, INC.	51247	Pavement Rehabilitation, CIP #104, Retention	100-000-201001	(38,513.09)
06/13/2025	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	520250394	Street Maintenance, May '25	100-356-720400	126.55
06/13/2025	MITSUBISHI ELECTRIC US, INC.	529183	Elevator Maintenance, Jun '25	100-310-645500	587.40
06/13/2025	MARK THOMAS & COMPANY, INC.	55615	Concept Development, Apr '25	100-355-700100	3,101.00
06/13/2025	CROSTOWN ELECTRICAL AND DATA, INC.	5665 - 5715	Traffic Signal Maintenance, May '25	100-356-720420	15,426.06
06/13/2025	EMERGENCY-1 RESPONSE, INC.	5945	1/2 Marathon Expense, May '25	100-310-695507	1,886.00
06/13/2025	CHARLES ABBOTT ASSOCIATES, INC	68936	Road Maintenance, May '25	100-356-720400	20,311.38
06/13/2025	CHARLES ABBOTT ASSOCIATES, INC	68936 - A (City Event)	1/2 Marathon, May '25	100-310-695507	233.78
06/13/2025	JAMEY CLARK, INC.	76151	Park Repairs, Public Works, Mar '25	100-355-720701	5,641.52
06/13/2025	JAMEY CLARK, INC.	76371	Park Repairs, Public Works, May '25	100-355-720701	143.25
06/13/2025	JAMEY CLARK, INC.	76372	Park Repairs, Public Works, May '25	100-355-720701	218.50
06/13/2025	JAMEY CLARK, INC.	76373	Graffiti Removal, Public Works, May '25	100-355-720500	744.00
06/13/2025	JAMEY CLARK, INC.	76374	Park Repairs, Public Works, May '25	100-355-720701	384.71
06/13/2025	JAMEY CLARK, INC.	76376	Graffiti Removal, Public Works, May '25	100-355-720500	1,268.52

Payables Detail Report

Payment Dates: 05/30/2025 - 06/13/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/13/2025	JAMEY CLARK, INC.	76407	Graffiti Removal, Public Works, May '25	100-355-720500	716.25
06/13/2025	JAMEY CLARK, INC.	76426	Graffiti Removal, Public Works, May '25	100-355-720500	837.00
06/13/2025	JAMEY CLARK, INC.	76436	Graffiti Removal, Public Works, May '25	100-355-720500	585.00
06/13/2025	JAMEY CLARK, INC.	76445	Graffiti Removal, Public Works, Jun	100-355-720500	558.00
06/13/2025	JAMEY CLARK, INC.	76450	Suite 320 Renovation, CIP #505, Jun '25	100-000-790600	6,902.09
06/13/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	78146	Professional Services, Legal, Apr '25	100-155-700010	33,809.36
06/13/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	78146	Professional Services, Legal, Apr '25	100-155-700011	634.50
06/13/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	78147	Prof Services, Legal, Apr '25, MGP	100-000-223000	3,344.00
06/13/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	78148	Prof Services, Legal, Apr '25, USE-0147-2023	100-000-223000	9,934.87
06/13/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	78149	Prof Services, Legal, Apr '25, USE-0166-2023	100-000-223000	1,185.60
06/13/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	78150	Prof Services, Legal, Apr '25, USE-0209-2025	100-000-223000	7,113.60
06/13/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	78151	Prof Services, Legal, Apr '25, USE-0211-2025	100-000-223000	456.00
06/13/2025	RJ ELECTRIC	78840T	Laguna Hills Pedestal, May '25	100-355-720701	7,620.00
06/13/2025	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	821667	Pre-employment Fingerprinting, May '25	100-195-617000	128.00
06/13/2025	MOBILE MINI, INC.	9023787448	Storage Rental, Community Center, 5/22/25-6/18/25	100-310-641000	341.83
06/13/2025	ORANGE COUNTY JUMPERS LLC	90907	Summer Kick-Off Bounce Houses, 6/13/25	100-310-695500	930.00
06/13/2025	BIG TOP RENTALS	94852	Post Race Event Rentals, May '25	100-310-695507	12,837.86
06/13/2025	ALL STARS BUILDERS INC	BLDR-0342-2024	BLDR-0342-2024, Permit Cancel, REC-013649-2024	100-000-221011	1.00
06/13/2025	ALL STARS BUILDERS INC	BLDR-0342-2024	BLDR-0342-2024, Permit Cancel, REC-013649-2024	100-000-221012	4.00
06/13/2025	ALL STARS BUILDERS INC	BLDR-0342-2024	BLDR-0342-2024, Permit Cancel, REC-013649-2024	100-000-227001	100.00
06/13/2025	ALL STARS BUILDERS INC	BLDR-0342-2024	BLDR-0342-2024, Permit Cancel, REC-013649-2024	100-000-442000	331.03
06/13/2025	ONTARIO REFRIGERATION SERVICE, INC.	CM45759	HVAC Repairs, May '25	100-310-645500	263.00
06/13/2025	CODE PUBLISHING COMPANY, INC.	GCI0017685	Municipal Code Update, May '25	100-155-700030	147.00
06/13/2025	OFFICE SOLUTIONS	I-02319107	Operating Supplies, Jun '25	100-195-622000	51.42
06/13/2025	PAPER DEPOT	IN21630	Destruction Bin, May '25	100-155-700030	43.00
06/13/2025	PAPER DEPOT	IN21684	Destruction Bin, Jun '25	100-155-700030	43.00
06/13/2025	SINTA DESIGN	lhbm_053025	1/2 Marathon Expense, May '25	100-310-695507	210.00
06/13/2025	MARTIN LOCK AND SAFE CO.	Q95019	Door Lock Repairs, Jun '25	100-355-720701	225.62
06/13/2025	DMS FACILITY SERVICES, LLC	RC-T003535	Landscape Services, May '25	100-355-720700	103,990.00
06/13/2025	COUNTY OF ORANGE	SH 71564	Fingerprint ID System Charges, May '25	100-420-720835	913.00
06/13/2025	ABTECH TECHNOLOGIES, INC.	SS19959-IN	Overage Charge, Feb '25	100-195-700090	3,211.25
06/13/2025	DMS FACILITY SERVICES, LLC	STL-000174	Landscape Services, Jul '24	100-355-720700	1,510.45
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001556	Landscape Services, Nov '24	100-355-720700	356.37
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001558	Landscape Services, Oct '24	100-355-720700	376.90
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001763	Landscape Services, Jan '25	100-355-720700	183.26
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001764	Landscape Services, Jan '25	100-355-720700	977.07
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001765	Landscape Services, Jan '25	100-355-720700	486.90
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001766	Landscape Services, Dec '24	100-355-720700	279.91
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001767	Landscape Services, Jan '25	100-355-720700	331.91
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001768	Landscape Services, Jan '25	100-355-720700	225.53
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001769	Landscape Services, Jan '25	100-355-720700	331.91
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001770	Landscape Services, Jan '25	100-355-720700	183.26
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001771	Landscape Services, Jan '25	100-355-720700	214.21

Payables Detail Report
Payment Dates: 05/30/2025 - 06/13/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001772	Landscape Services, Jan '25	100-355-720700	334.10
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001773	Landscape Services, Jan '25	100-355-720700	387.11
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001786	Landscape Services, Dec '24	100-355-720700	136.32
06/13/2025	DMS FACILITY SERVICES, LLC	STL-001787	Landscape Services, Dec '24	100-355-720700	146.42
06/13/2025	DMS FACILITY SERVICES, LLC	STL-002622	Street Paving Project, CIP #104, May '25	100-000-790600	13,557.62
06/13/2025	ABTECH TECHNOLOGIES, INC.	W206045-IN	Computer Consulting Services, Jun '25	100-195-700090	8,400.00
Fund 100 - General Fund Total:					439,774.93
Fund: 212 - Measure M2 Fund					
06/13/2025	SCA OF CA, LLC	CA1002422	Street Sweeping Services, May '25	212-355-720410	14,811.23
Fund 212 - Measure M2 Fund Total:					14,811.23
Fund: 214 - AB 2766 Fund					
06/13/2025	RACEWAY FORD, INC	060525	2025 Ford Escape, Public Works	214-355-900000	35,811.20
Fund 214 - AB 2766 Fund Total:					35,811.20
Fund: 221 - Senior Mobility Program Fund					
06/13/2025	CALIFORNIA YELLOW CAB	5406025	Senior Mobility Program, May '25	221-310-720000	7,438.00
Fund 221 - Senior Mobility Program Fund Total:					7,438.00
Fund: 301 - CARITS Road Fee Program Fund					
06/13/2025	HARTZOG AND CRABILL, INC.	25-0167(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Apr '25	301-000-790600	67.50
06/13/2025	W.G. ZIMMERMAN ENGINEERING,	25-05-758	Engineer Services, CIP #168, May '25	301-000-790600	10,384.25
06/13/2025	W.G. ZIMMERMAN ENGINEERING,	25-05-759	Engineer Services, CIP #168, May '25	301-000-790600	10,862.25
Fund 301 - CARITS Road Fee Program Fund Total:					21,314.00
Fund: 311 - Quimby Act Park In-Lieu Fee (VALH) Fund					
06/13/2025	RICHARD FISHER ASSOCIATES	4664	Professional Services, CIP #241, Apr '25	311-000-790600	2,674.02
Fund 311 - Quimby Act Park In-Lieu Fee (VALH) Fund Total:					2,674.02
Fund: 600 - Capital Improvement Projects Fund					
06/13/2025	HARTZOG AND CRABILL, INC.	25-0167(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Apr '25	600-000-490301	(67.50)
06/13/2025	HARTZOG AND CRABILL, INC.	25-0167(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Apr '25	600-251-950168	67.50
06/13/2025	W.G. ZIMMERMAN ENGINEERING,	25-05-758	Engineer Services, CIP #168, May '25	600-000-490301	(10,384.25)
06/13/2025	W.G. ZIMMERMAN ENGINEERING,	25-05-758	Engineer Services, CIP #168, May '25	600-251-950168	10,384.25
06/13/2025	W.G. ZIMMERMAN ENGINEERING,	25-05-759	Engineer Services, CIP #168, May '25	600-000-490301	(10,862.25)
06/13/2025	W.G. ZIMMERMAN ENGINEERING,	25-05-759	Engineer Services, CIP #168, May '25	600-251-950168	10,862.25
06/13/2025	RICHARD FISHER ASSOCIATES	4664	Professional Services, CIP #241, Apr '25	600-000-490311	(2,674.02)
06/13/2025	RICHARD FISHER ASSOCIATES	4664	Professional Services, CIP #241, Apr '25	600-252-950241	2,674.02
06/13/2025	HARDY & HARPER, INC.	51247	Pavement Rehabilitation, CIP #104, App #5	600-251-950104	770,261.88
06/13/2025	JAMEY CLARK, INC.	76450	Suite 320 Renovation, CIP #505, Jun '25	600-000-490100	(6,902.09)
06/13/2025	JAMEY CLARK, INC.	76450	Suite 320 Renovation, CIP #505, Jun '25	600-255-950505	6,902.09
06/13/2025	DMS FACILITY SERVICES, LLC	STL-002622	Street Paving Project, CIP #104, May '25	600-000-490100	(13,557.62)
06/13/2025	DMS FACILITY SERVICES, LLC	STL-002622	Street Paving Project, CIP #104, May '25	600-251-950104	13,557.62
Fund 600 - Capital Improvement Projects Fund Total:					770,261.88
Grand Total:					1,292,085.26

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	439,774.93
212 - Measure M2 Fund	14,811.23
214 - AB 2766 Fund	35,811.20
221 - Senior Mobility Program Fund	7,438.00
301 - CARITS Road Fee Program Fund	21,314.00
311 - Quimby Act Park In-Lieu Fee (VALH) Fund	2,674.02
600 - Capital Improvement Projects Fund	770,261.88
Grand Total:	1,292,085.26

Account Summary

Account Number	Account Name	Payment Amount
100-000-201001	Accounts Payable - Retention	(38,513.09)
100-000-221011	Building Standards Fee	1.00
100-000-221012	SB1186 ADA CASp Fees	4.00
100-000-223000	Plan Application Deposit	22,373.09
100-000-227001	Security Deposit - Waste	100.00
100-000-442000	Building Related Permits	331.03
100-000-790600	Transfers Out to Capital	20,459.71
100-155-620000	Office Supplies	133.28
100-155-624001	Advertising - Legal	729.45
100-155-700000	Professional Services	4,950.00
100-155-700010	Legal Services - General Counsel	33,809.36
100-155-700011	Legal Services - Litigation	19,065.75
100-155-700030	Professional Services - City Clerk	348.00
100-195-617000	Recruitment	128.00
100-195-620000	Office Supplies	869.72
100-195-621000	Computer Supplies	1,491.72
100-195-622000	Operating Supplies	129.73
100-195-625000	Postage & Delivery	1,000.00
100-195-630000	Telephone & Communications	1,698.61
100-195-700090	Computer Consulting Services	11,611.25
100-310-620500	Office Supplies - Community	181.41
100-310-622005	Operating Supplies - Community	106.10
100-310-624500	Advertising - Program Services	1,180.00
100-310-630100	Telephone & Communications -	130.00
100-310-635100	Utilities - Water (Community	740.68
100-310-641000	Equipment Rentals & Leases	341.83
100-310-645500	Facility Maintenance & Repairs	2,130.40
100-310-690501	Facility Rentals -	825.00
100-310-695500	Special Events - Program Services	1,290.00
100-310-695503	Build A Fort Camps	368.75
100-310-695507	Marathon 5k	41,413.49
100-310-720302	Contract Services - Homelessness	4,970.63
100-310-721500	Contract Services - Programs	6,335.70
100-355-631000	Utilities - Electric	96.41
100-355-635000	Utilities - Water	33,568.10
100-355-700000	Professional Services	13,621.40
100-355-700100	City Engineer Services	10,381.00
100-355-700255	Improvement Inspections	5,838.75
100-355-720401	Other Public Works Maintenance	817.12
100-355-720500	Graffiti Removal	4,708.77
100-355-720700	Landscape Maintenance	111,278.94
100-355-720701	Parks Contract Repair	14,963.60
100-355-720702	Tree Maintenance	9,257.00
100-356-630000	MOE - Telephone &	31.58
100-356-631400	MOE - Electric (Streetlights &	13,834.82
100-356-631900	MOE - Electric (On-Bill Financing)	4,167.27

Account Summary

Account Number	Account Name	Payment Amount
100-356-700101	MOE - Traffic Engineer Services	17,212.10
100-356-720400	MOE - Street Maintenance	20,476.08
100-356-720420	MOE - Traffic Signal Maintenance	19,070.76
100-420-646100	Vehicle Maintenance & Repairs	819.22
100-420-720822	Crossing Guard Services	8,999.20
100-420-720823	Parking Citation Processing	713.08
100-420-720835	Fingerprint Identification Services	913.00
100-420-720850	Private Security Patrol	8,272.13
212-355-720410	Street Sweeping	14,811.23
214-355-900000	Vehicles	35,811.20
221-310-720000	Contract Services	7,438.00
301-000-790600	Transfers Out to Capital	21,314.00
311-000-790600	Transfers Out to Capital	2,674.02
600-000-490100	Transfers In from General Fund	(20,459.71)
600-000-490301	Transfers In from CARITS Road	(21,314.00)
600-000-490311	Transfers In from Quimby Act	(2,674.02)
600-251-950104	Paseo De Valencia Pavement	783,819.50
600-251-950168	Traffic Signal Improvements	21,314.00
600-252-950241	General Park Renovations	2,674.02
600-255-950505	Civic Center Improvements	6,902.09
Grand Total:		1,292,085.26

Project Account Summary

Project Account Key	Payment Amount
None	1,292,085.26
Grand Total:	1,292,085.26



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Treasurer's Investment Report for May 2025

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of May 2025.

Background:

The Treasurer's Investment Report for the month of May 2025 is submitted herewith. The City's total portfolio as of May 31, 2025, was \$32,200,738. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$32,091,354. Restricted cash and investments totaled \$109,385, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of May was \$114,888. Fiscal Year 2024/2025 year-to-date pooled cash interest earnings of \$1,318,352 are 140% of the annual budget of \$942,050.

The average yield on the City's total portfolio for the month of May was 4.28%, compared to the prior month of 4.33%. This past year, the Federal Reserve took actions to lower interest rates to combat inflation. The fairly steady yield in May reflects the leveling off of these rate cuts. The City has budgeted conservatively in its expectation of interest earnings, and has built slight rate reductions into the revenue forecast.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Attachments:

1. Treasurer's Report May 2025

City of Laguna Hills
Treasurer's Investment Report
May 2025

	Current Month Market Value	Current Month Book Value	Prior Month Book Value	Current Month % of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Pooled Cash & Investments						
BMO Checking & Money Market Accounts	\$ 10,858,449	\$ 10,858,449	\$ 9,334,278	34%	50%	4.19%
Petty Cash (City Hall)	500	500	500	0%	n/a	0.00%
Fiscal Agent Cash - Employee FSA	13,760	13,760	14,623	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	97,975	97,892	97,892	0%	100%	4.27%
Investment Trust of California (CalTRUST)	21,120,753	21,120,753	21,042,191	66%	100%	4.35%
	<u>32,091,437</u>	<u>32,091,354</u>	<u>30,489,484</u>	<u>100%</u>		<u>4.29%</u>
Restricted & Designated Cash						
Fiscal Agent Cash - Essex Civic Center Mgmt	109,385	109,385	109,912	n/a	n/a	0.00%
	<u>109,385</u>	<u>109,385</u>	<u>109,912</u>			<u>0.00%</u>
Totals	<u>\$ 32,200,822</u>	<u>\$ 32,200,738</u>	<u>\$ 30,599,396</u>			<u>4.28%</u>

Pooled Cash & Investment - Interest Earnings	
For the month of May 2025	\$ 114,888
FY 2024-25 to Date	1,318,352
FY 2024-25 Budget	942,050

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on October 22, 2024. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.


 Eric Hendrickson
 Finance Director/Deputy City Treasurer



Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 5/31/2025

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	23,006,529.67	1,428,186.23	24,434,715.90
210-000-101210	Claim on Cash - Gas Tax (HUTA)	799,145.43	(69,142.44)	730,002.99
211-000-101211	Claim on Cash - Gas Tax (RMRA)	812,083.16	66,348.42	878,431.58
212-000-101212	Claim on Cash - Measure M2	(68,420.45)	215,080.60	146,660.15
214-000-101214	Claim on Cash - AB 2766	198,705.59	(59,508.52)	139,197.07
221-000-101221	Claim on Cash - Senior Mobility Program	289,412.19	4,963.51	294,375.70
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,391,563.89	(3,421.50)	1,388,142.39
302-000-101302	Claim on Cash - CDBG Grant	(220,562.71)	97,224.83	(123,337.88)
305-000-101305	Claim on Cash - Beverage Recycling	13,560.14	-	13,560.14
306-000-101306	Claim on Cash - Waste & Recycling Fee	95,282.83	(3,375.84)	91,906.99
307-000-101307	Claim on Cash - C&D Forfeited Deposits	401,001.94	(2,883.50)	398,118.44
309-000-101305	Claim on Cash - SB1383 Grant	35,777.50	(13,353.31)	22,424.19
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VALF	2,002,779.24	(34,766.65)	1,968,012.59
312-000-101312	Claim on Cash - CASp Fee	35,938.23	378.00	36,316.23
322-000-101322	Claim on Cash - Water Conservation	384,566.87	-	384,566.87
401-000-101401	Claim on Cash - Public Art	476,744.38	-	476,744.38
421-000-101421	Claim on Cash - SLESF	125,435.15	-	125,435.15
451-000-101451	Claim on Cash - Liability Self-Insurance	161,300.18	-	161,300.18
452-000-101452	Claim on Cash - Parks Equipment Maintenance	309,213.00	-	309,213.00
454-000-101454	Claim on Cash - Sports Complex Equipment Maint	87,144.46	(20,944.00)	66,200.46
455-000-101455	Claim on Cash - Community Center Equipment Ma	46,761.87	-	46,761.87
456-000-101456	Claim on Cash - Storm Drain / Slope Repair Reserv	29,097.04	-	29,097.04
TOTAL CLAIM ON CASH		<u>30,413,059.60</u>	<u>1,604,785.83</u>	<u>32,017,845.43</u>

Reconciling items (outstanding checks and deposits in transit): 73,508.57

Pooled Cash & Investments Book Value: 32,091,354.00

GENERAL FUND RESERVES (as of most recent audited year end 6/30/2024)

Fund Balance Type	
Nonspendable	299,941
Assigned	691,632
Unassigned	<u>23,776,892</u>
Total	24,768,465



ACCOUNT NUMBER: [REDACTED]

STATEMENT PERIOD
05/01/25 TO 05/31/25

PAGE: 1 OF 7

CITY OF LAGUNA HILLS
GENERAL
24035 EL TORO RD
LAGUNA HILLS CA 92653-3103

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL

ACCOUNT NUMBER [REDACTED]

SUMMARY STATEMENT, CHECKING PLUS MONEY MARKET FUNDS

BEGINNING BALANCE	9,334,278.10
DEPOSITS	9,670,162.11
WITHDRAWALS	8,182,316.61-
MUTUAL FUND DIVIDENDS	36,325.30

ENDING BALANCE 10,858,448.90

SEE THE ENCLOSED CHECKING AND FUND STATEMENTS FOR DETAIL INFORMATION CONCERNING THIS ACCOUNT.
FOR BILLING INFORMATION, SEE ACCOUNT ANALYSIS STATEMENT.

CHECKING ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS	10,256.01
94 CUSTOMER DEPOSITS	4,425,993.60
156 OTHER WITHDRAWALS	2,938,148.10-
12 SHARE PURCHASES	3,371,068.01-
9 SHARE REDEMPTIONS	1,873,100.50
YOUR ENDING BALANCE WAS	134.00

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
MAY 01	CHECK DEPOSIT PACKAGE		142.00
MAY 01	CCD City of Laguna H Settlement 23822312654		244.57
MAY 01	CCD AMS INC MERCH DEP 17730303701		917.80
MAY 01	CCD AMS INC MERCH DEP 17730300707		1,702.13
MAY 01	ZERO BALANCE TXFR FROM DDA ACCT [REDACTED]		8,449.50
MAY 01	INV CR TRANSFER		45,825.06
MAY 02	CCD AMS INC MERCH DEP 17730303701		15.00
MAY 02	CHECK DEPOSIT PACKAGE		77.00
MAY 02	REMOTE DEPOSIT		535.80
MAY 02	CCD City of Laguna H Settlement 23842251738		541.57



CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

05/01/2025 through 05/31/2025

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on May 31 (\$)	Value on May 31 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
CITY OF LAGUNA HILLS						
CalTRUST Liquidity Fund		21,120,752.910	1.00	21,120,752.91	21,120,752.91	0.00
Portfolios Total value as of 05/31/2025				21,120,752.91		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
CalTRUST Liquidity Fund		CITY OF LAGUNA HILLS			Account Number:			
Beginning Balance	05/01/2025			21,042,190.630	1.00	21,042,190.63		
Accrual Income Div Reinvestment	05/30/2025	78,562.28	78,562.280	21,120,752.910	1.00	21,120,752.91	0.00	0.00
Change in Value						0.00		
Closing Balance as of	May 31			21,120,752.910	1.00	21,120,752.91		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

June 10, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number: XXXXXXXXXX

May 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	97,891.74
Total Withdrawal:	0.00	Ending Balance:	97,891.74



Invesco Treasury Portfolio

Short-Term Investments Trust

Data as of May 31, 2025
Corporate Class

Fund Information

Inception	August 01, 2005
CUSIP	825252570
NASDAQ	TYCXX
Total Net Assets	\$48.46 billion
Reflects all classes of the portfolio.	
Weighted Average Maturity (WAM)	17 days
Weighted Average Life (WAL)	103 days

SEC Portfolio Liquidity Requirements (%)

1-day	69.11
7-day	95.60

Ratings²

Standard & Poor's	AAAm
Moody's	Aaa-mf
Fitch Ratings	AAAmf

NAIC Requirements

National Association of Insurance Commissioners (NAIC)
Meets NAIC requirement of a 0% capital reserve for a purchase by insurance companies.

Management Team

Laurie Brignac, Joe Madrid, Brandon Maitre,
Justin Mandeville, Marques Mercier, Wesley Rager,
Jennifer Brown, Ripal Tilara, and Bryn Zinser

All data provided by Invesco unless otherwise stated.

1 iMoneyNet, Inc. is an independent mutual fund performance monitor. The U.S. Treasury & Repo Institutional Category is an unmanaged group of money market funds with similar investment objectives and pricing structures as the Corporate Class of the Invesco Treasury Portfolio. iMoneyNet performance figures represent the category average. An investment cannot be made into the category.

2 A credit rating is an assessment provided by Nationally Recognized Statistical Ratings Organization (NRSRO) of the creditworthiness of an issuer with respect to debt obligations, including specific securities, money market instruments or other debts. Fund ratings are subject to change and are based on several factors, including an analysis of a portfolio's overall credit quality, market price exposure and management. Fund ratings are provided to indicate the creditworthiness of the underlying holdings in the portfolio and offer a forward-looking opinion about fixed income funds' capacity to maintain stable principal (net asset value). The ratings will generally range from AAA (highest) to D (lowest). For more information on rating methodologies, please visit the following NRSRO websites: www.standardandpoors.com and select "Understanding Ratings" under Rating Resources on the homepage; www.moodys.com and select "Rating Methodologies" under Research and Ratings on the homepage; www.fitchratings.com and select "Ratings Definitions" on the homepage. @FSIA_CashDisclosureLeft:

3 Portfolio composition is subject to change. An investment category listed with "other" in the name indicates that the underlying holdings did not fall into the SEC's more narrowly defined investment categories.

You could lose money by investing in the Fund. Although the Fund seeks to preserve your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.

Investment Objective

Provide current income consistent with preservation of capital and liquidity.

Permissible Investments

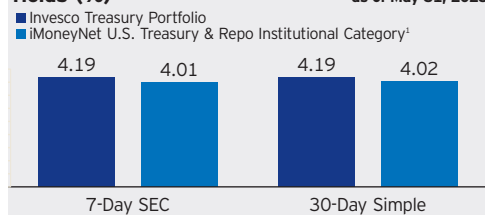
The fund pursues its objective by investing primarily in short-term, high-credit-quality money market instruments. These instruments are direct obligations of the US Treasury and repurchase agreements backed by Treasury obligations.

Fund Highlights

- The portfolio management team follows a conservative investment process with respect to minimal credit risk, interest rate risk and liquidity.
- The fund is designed for short- to medium-term cash investments, operating cash, cash sweeps and the liquidity components of investment portfolios.
- The fund aims to preserve capital, maintain liquidity and produce a competitive yield.

Yields (%)

as of May 31, 2025



Average Annual Total Returns (%)

as of May 31, 2025

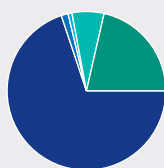
Period	(%)
Inception	1.58
10 Years	1.84
5 Years	2.68
3 Years	4.47
1 Year	4.70

The performance data quoted represents past performance. Past performance does not guarantee future results and current performance may be lower or higher than the performance data quoted above. The investment return and principal value of your investment will fluctuate so that your shares, when redeemed, may be worth more or less than their original cost. You may obtain performance data current to the most recent month-end by visiting invesco.com. The SEC yield listed reflects fee waivers and/or expense reimbursements in effect for the period. Had the Adviser not waived fees and/or reimbursed expenses, your 7-day SEC yield would have been 4.16%. Average annual total returns reflect reinvested distributions, net of expenses for the periods. The 7-day SEC yield more closely reflects the current earnings of the fund than the total returns shown.

Portfolio Composition (%) ³

SEC Investment Category	(%)
U.S. Treasury Repurchase Agreement	72.8
U.S. Treasury Debt	27.2

Maturity Schedule (%)



Days to maturity	(%)
1-7	69.8
31-60	1.4
61-90	0.8
91-180	6.5
181+	21.4

Maturity schedule is based on weighted average maturity and is subject to change.

Simple Monthly Yields

as of May 31, 2025

Period	(%)
May 2025	4.19
April	4.20
March	4.21
February	4.24
January	4.26
December	4.41
November	4.56
October	4.70
September	4.95
August	5.13
July	5.17
June 2024	5.18

30-day simple and simple monthly yield are the sum of the distribution rates for the number of days in the yield period annualized by 365 and divided by net asset value (NAV).

This does not constitute a recommendation of any investment strategy or product for a particular investor. Investors should consult a financial professional before making any investment decisions.

NOT A DEPOSIT | NOT FDIC-INSURED | NOT GUARANTEED BY THE BANK | MAY LOSE VALUE | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

This report must be accompanied or preceded by a currently effective fund prospectus, which contains more complete information, including fees and expenses. Read it carefully before investing.



Account number: [REDACTED]
Account name: CITY OF LAGUNA HILLS

Yield and NAV

Fund Name
CalTRUST Liquidity Fund

Start Date - End Date
5/31/2025 – 5/31/2025



Export (1)

Period Date	NAV	Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
5/31/25	\$1.00	\$294,947.60	2,487,360,193.890	\$2,487,306,981.19	4.33%	4.35%



PMIA/LAIF Performance Report as of 06/11/25



Quarterly Performance Quarter Ended 3/31/25

LAIF Apportionment Rate ⁽²⁾ :	4.48
LAIF Earnings Ratio ⁽²⁾ :	0.00012266258268207
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.000849191
PMIA Daily ⁽¹⁾ :	4.30
PMIA Quarter to Date ⁽¹⁾ :	4.34
PMIA Average Life ⁽¹⁾ :	244

PMIA Average Monthly Effective Yields⁽¹⁾

May	4.272
April	4.281
March	4.313
February	4.333
January	4.366
December	4.434

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 5/31/25 \$166.7 billion

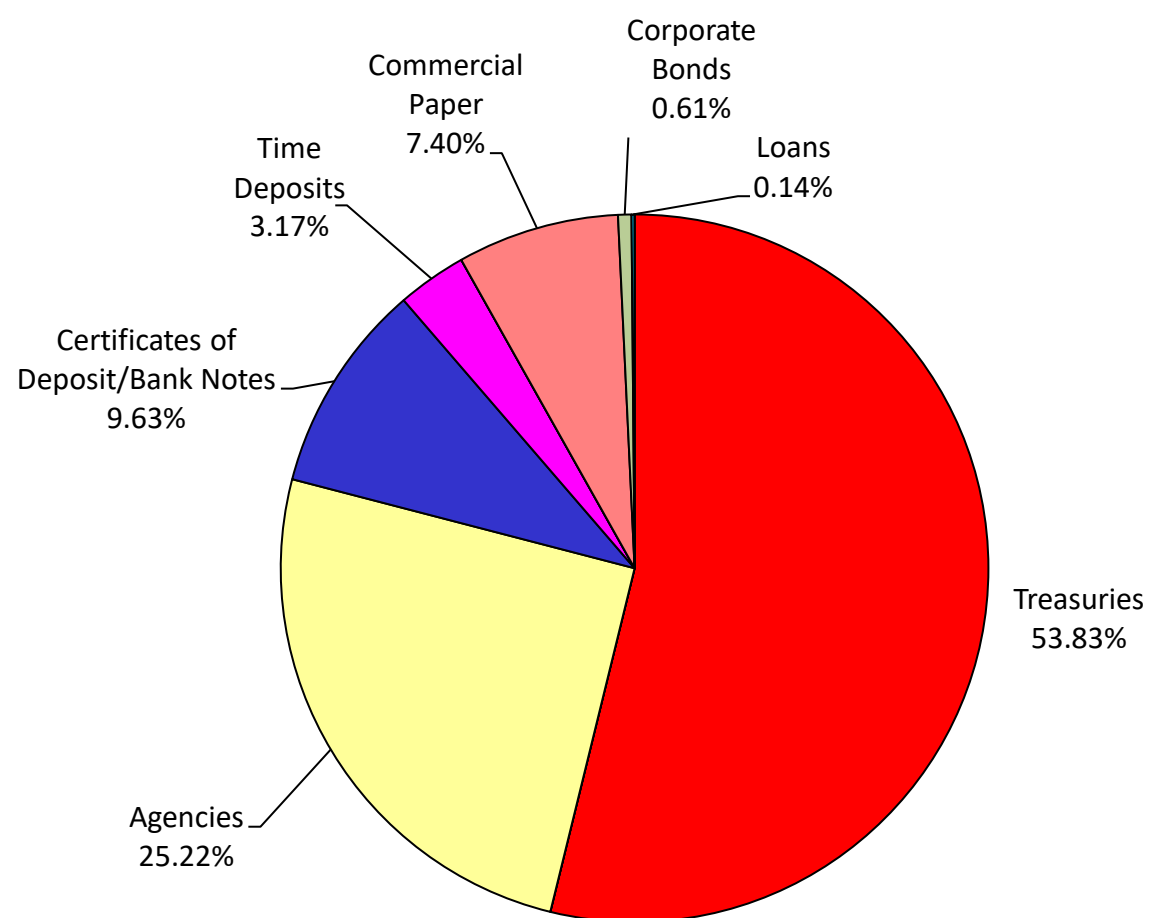


Chart does not include \$1,087,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Development Application Status Report

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

Background:

The purpose of this Status Report is to identify new and pending development applications in process with the City's Community Development Department which will require a public hearing. Links to project documents are available on the City's website at: <https://lagunahillscsca.gov/PlanningProjects>.

Case Number	USE-0211-2025 (SDP/VTM)
Project Location	23161 Mill Creek
Project Description	Request to redevelop a 2.34-acre commercial office property with 36 residential units.
Applicant	Aylene Chu, on behalf of Toll West Coast, LLC (Toll Brothers) for Khoshbin Hillside, LLC (Property Owner)
Project Planner	David Blumenthal, Contract Planner
Status	This project was initially submitted as a preliminary application under SB 330 on December 18, 2024. The formal development application was submitted on January 30, 2025. To date, the application has been deemed incomplete twice (February 28, 2025, and May 1, 2025), with the most recent resubmittal of the application by the Applicant received by staff on May 9, 2025. On

	May 28, 2025, the application was deemed complete. Currently, in accordance with Gov. Code §65589.5, the project is being reviewed by Staff for consistency and compliance with City plans, programs, policies, ordinances, standards, and requirements.
--	--

Case Number	USE-0209-2025 (SDP/VTTM)
Project Location	23272, 23282, 23422, 23382, 23332 Mill Creek Drive; 24461, 24411 Ridge Route Drive
Project Description	Request to construct 464 residential units.
Applicant	John Stack, on behalf of Ridge Route LLC, KB Mill Creek DST, KB Spectrum Summit Plaza, LLC
Project Planner	David See, Contract Planner
Status	This project was initially submitted as a preliminary application under SB 330 on October 29, 2024. The formal development application was submitted on January 23, 2025. On April 18, 2025, staff notified the Applicant that the application was officially determined to be complete. Staff reviewed the entire application for consistency with applicable development standards in accordance with Gov. Code §65589.5. On June 17, 2025, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. The letter also listed additional technical review comments that will need to be addressed prior to scheduling the project for a public hearing.

Case Number	USE-0166-2023 (SDP/TPM/PUP/PP)
Project Location	24422 Avenida de la Carlota, Oakbrook Plaza
Project Description	A request to construct a new 240-unit senior living apartment complex in a 7-story, podium-style development with four residential levels located above four parking levels, including one subterranean parking level. The existing office building on site will remain, with parking for the office building provided in the new

	parking structure.
Applicant	Matt Haugen, BSP Oakbrook LLC
Project Planner	Adam Pisarkiewicz, Contract Planner
Status	On April 11, 2024, a letter was sent to the Applicant deeming the Application complete. On June 10, 2024, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. On July 30, 2024, a letter was sent to the Applicant identifying additional technical review comments. In response to the technical comments from the City, the Applicant resubmitted plans to the City on April 1, 2025, and an updated traffic analysis on April 15, 2025. On June 11, 2025, Staff notified the Applicant of additional comments based on a further technical review that will need to be addressed prior to scheduling the project for a public hearing.

Case Number	USE-0147-2023 (SDP)
Project Location	25254 La Paz Road
Project Description	Request to construct 180 age-restricted, multiple-family dwelling units within an approximately 61-foot-tall, six-story building, including two parking levels (one subterranean) with 250 parking spaces.
Applicant	Nick Buchanan
Project Planner	Jay Wu, Senior Planner
Status	On April 18, 2024, a letter was sent to the Applicant deeming the Application complete. On June 17, 2024, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. Staff is currently conducting CEQA review and additional technical review of the proposed Project. The item will be scheduled for public hearing when ready.

Case Number	USE-0165-2023 (ZTA/TTM/SDP)
Project Location	23272 – 23282 Mill Creek Drive
Project Description	Request to construct 48 detached residential condominium units.
Applicant	John Stack, on behalf of KB Spectrum Summit Plaza, LLC
Project Planner	Jay Wu, Senior Planner
Status	On May 3, 2024, a letter was sent to the Applicant deeming the Application complete. On August 28, 2024, a letter was sent to the Applicant identifying additional technical review comments and informing the Applicant of significant design concerns. On October 29, 2024, the Applicant submitted an application for a larger development that includes this property. Staff is currently awaiting a withdrawal of the Application or resubmittal of plans.

Case Number	USE-0195-2024 (SDPM)
Project Location	24795 Alicia Parkway
Project Description	Converting an existing full service carwash to an express carwash.
Applicant	A&S Engineering, on behalf of Southland Property Investments, LLC
Project Planner	Jay Wu, Senior Planner
Status	The application was submitted on November 12, 2024. The most recent letter stating that the application remained incomplete with a list of items needed to continue processing the application was sent to the Applicant on May 14, 2025. Staff is currently awaiting resubmittal of plans; the item will be scheduled for public hearing when ready.

Case Number	USE-0172-2024 (CPMA)
Project Location	23521 Paseo de Valencia
Project	Request to construct carports in the Taj Mahal parking lot to

Description	accommodate solar panels.
Applicant	Alisha Cosio, on behalf of Valta Energy
Project Planner	Jay Wu, Senior Planner
Status	On March 29, 2024, a letter was sent to the Applicant deeming the Application incomplete. Staff is currently awaiting resubmittal of plans; the item will be scheduled for public hearing when ready.

Fiscal Impact:

None.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Award of Professional Services Agreement to KOA Corporation, Inc. to Develop the Laguna Hills Citywide Safety Action Plan

Recommendation: That the City Council approve the proposed Professional Services Agreement with KOA Corporation, Inc., and authorize the City Manager to execute the Agreement.

Background:

On July 10, 2023, City staff made an application for Safe Streets and Roads for All (SS4A) grant funds to fund the development of a new Laguna Hills Citywide Safety Action Plan (Plan).

The proposed Plan will focus the development of recommended vehicular, pedestrian, and bicyclist safety improvement actions to reduce and prevent serious injuries and fatalities on the City's roads. Development and acceptance of such a Plan is a pre-requisite for being able to apply for Federal Highway Safety Improvement Program (HSIP) grant funds. Over the past few years, approximately \$200 million in HSIP grant funds have been made available to cities and counties in California for roadway safety improvement projects during each call for projects.

The Bipartisan Infrastructure Law (BIL) established the separate Safe Streets and Roads for All discretionary program with \$5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries, and is administered by the United States Department of Transportation's Federal Highway Administration (FHWA). SS4A grants are divided into two categories: Planning and Demonstration Grant awards and

Implementation Grant awards.

City staff applied for a \$200,000 SS4A Planning and Demonstration Grant to help fund the proposed Plan. The SS4A Grant requires a 20% match of \$50,000 for a total estimated cost of \$250,000 to develop the Plan.

On December 20, 2023, the Division Office of the Federal Highway Administration, which supports the Office of the Secretary of Transportation in administering the SS4A Grant Program, notified the City of the award of the requested grant funding to the City, subject to the execution of an Agreement with the FHWA.

On December 10, 2024, the City Council approved an Agreement between the United States Department of Transportation's Federal Highway Administration and the City of Laguna Hills to receive a Safe Streets and Roads for All (SS4A) Grant for the development of the Laguna Hills Citywide Safety Action Plan.

Earlier this year, City staff and one of the City's on-call consultants, W.G. Zimmerman Engineering, Inc., developed and released a Request for Proposals from qualified consultants to develop the Citywide Safety Action Plan.

Four firms submitted proposals by the April 8, 2025 deadline. The corresponding fee schedules were submitted in separate sealed envelopes. A list of firms that submitted proposals in response to the RFP is as follows:

KOA Corporation
Linscott, Law and Greenspan, Engineers
Mark Thomas and Company, Inc.
Minagar & Associates, Inc.
RK Engineering Group, Inc.
TDG Engineering, Inc. (Toole Design)

Pursuant to Laguna Hills Municipal Code (LHMC) Section 3-08.150 (Professional Services Contracts), the City must select consultants based on demonstrated competence and professional qualifications rather than cost alone.

Section 3-08.150 reads in relevant part as follows:"...[S]election by the city for professional services in areas including but not limited to private architectural, landscape architectural, engineering, environmental, land surveying, construction project management, management and administration, financial, accounting, auditing, actuarial, economics, and/or development and planning, which involve the exercise of

discretion and independent judgment together with an advanced or specialized knowledge, expertise, training, or unique skills gained by formal studies or experience, shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost. In order to implement this method of selection, the City Manager shall promulgate administrative regulations concerning contracting for professional services to ensure that such services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the city. In accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant, or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required.” (Emphasis added.)

In accordance with this requirement, City’s project team evaluated all proposals using a qualifications-based selection process consistent with the City’s procurement procedures. As part of this process, the City also conducted interviews with the five highest-ranked firms to further assess their capabilities and experience. The RFP evaluation process applied the following selection criteria:

1. Experience of the firm, particularly of staff assigned to provide the requested services
2. Demonstrated understanding of the service needs outlined in this RFP
3. Successful delivery of similar services
4. Location of firm and availability of staff assigned to City
5. Quality of references
6. Content, quality, completeness and form of submitted proposal
7. Interviews
8. Proposed cost of services (considered after selection of best qualified firms)

Based on this evaluation, KOA Corporation, Inc. was identified as the most qualified consultant to provide the design engineering, traffic signal timing, and technical support services necessary to complete the project.

City staff recommend City Council award a Professional Services Agreement to KOA Corporation, Inc. in the amount of \$250,000, which includes contingencies, for the development of the Laguna Hills Citywide Safety Action Plan.

Fiscal Impact:

No new fiscal impact. City staff applied for a \$200,000 SS4A Planning and Demonstration Grant to help fund the proposed Plan. The SS4A Grant requires a 20% match of \$50,000 for a total estimated cost of \$250,000 to develop the Plan. The \$50,000 general fund match has already been budgeted in the approved biennial FY 2025-2027 budget.

Attachments:

1. Proposed Professional Services Agreement with KOA Corporation, Inc.

PROFESSIONAL SERVICES AGREEMENT

KOA Corporation, Inc.
Laguna Hills Citywide Safety Action Plan - SS4A Grant

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective the 24th day of June 2025, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as “City”) and KOA CORPORATION, INC., a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified civil engineering firm specializing in mobility planning, transportation, and safety implementation, with specialized expertise in design and engineering of transportation systems for municipalities and other public transit agencies, including demonstrated competence in transportation engineering and expertise in all aspects of streets and highways including traffic signals, intelligent transportation systems, communications, signal timing and operations, street lighting, intersection design, highway design, parking, worksite traffic control, active transportation and complete streets, transit systems, ADA compliance, and systemic safety analysis reporting, to provide the City with transportation engineering consulting services necessary to develop the Laguna Hills Citywide Safety Action Plan (LHCSAP) in compliance with a) all applicable state and Federal laws and regulations and b) all terms, conditions, obligations, and procedures set forth in the City’s Grant Agreement Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program (SS4A) with the U.S. Department of Transportation’s Federal Highway Administration (FHWA) (the “Project”).

B. In response to City’s Request for Proposals (RFP), dated February 26, 2025, Consultant has submitted to City a proposal, dated April 8, 2025, to provide the City with professional transportation engineering consulting services for the Project pursuant to: a) the terms of this Agreement; b) applicable state and Federal laws and regulations; and c) all terms, conditions, obligations, and procedures set forth in the City’s Grant Agreement Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program (SS4A) with the U.S. Department of Transportation’s Federal Highway Administration (FHWA).

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

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

engineering consulting services for the Project.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform professional transportation engineering consulting services for the Project as set forth in the Consultant's Proposal/Scope of Work dated April 8, 2025, and as set forth in City's Request for Proposals/Project Specifications and Scope of Services dated February 26, 2025, and in compliance with City's Grant Agreement Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program (SS4A) with the U.S. Department of Transportation's Federal Highway Administration (FHWA), which are each attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", respectively, and are incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant's signed, original Proposal/Scope of Work, dated April 8, 2025, submitted to City ("Consultant's Proposal"), (3) City's Request for Proposals/Project Specifications and Scope of Services, dated February 26, 2025, (4) City's Grant Agreement Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program (SS4A) with the U.S. Department of Transportation's Federal Highway Administration (FHWA), and (5) the *Disclosure of Lobbying Activities*, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibit "A", the City's Request for Proposals/Project Specifications and Scope of Services is attached hereto as Exhibit "B", the City's Grant Agreement Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program (SS4A) with the U.S. Department of Transportation's Federal Highway Administration (FHWA) is attached hereto as Exhibit "C", which are each hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract

Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) terms, conditions, provisions and project requirements set forth in the City's Request for Proposals/Project Specifications (Exhibit "B"); (3rd) the terms, conditions, obligations, and procedures set forth in the City's Grant Agreement Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program (SS4A) with the U.S. Department of Transportation's Federal Highway Administration (FHWA) (Exhibit "C"); and (4th) the provisions of the Consultant's Proposal/Scope of Work (Exhibit "A").

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

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site,

Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

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

1.10 Compliance with FHWA Funding Requirements and City's SS4A Grant Agreement. *Consultant understands and acknowledges that the Project is subject to FHWA funding and is subject to all terms, conditions, obligations, and procedures set forth in City's SS4A Grant Agreement. Consultant further acknowledges, represents, and warrants that when performing the Services and Work for the Project pursuant to this Agreement Consultant shall at all times be in full compliance with a) all applicable state and Federal laws and regulations, including FHWA Program requirements, and b) all terms, conditions, obligations, and procedures set forth in the City's Grant Agreement Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program (SS4A) with the U.S. Department of Transportation's Federal Highway Administration (FHWA) (Exhibit "C").*

1.11 Prohibition Against Expending Local, State, or Federal Funds for Lobbying.

The Consultant hereby certifies, to the best of his or her knowledge and belief, that:

A. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, which is attached hereto as Exhibit "D."

C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

D. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub-agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

1.12 Debarment and Suspension Certification.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant or any person associated therewith in the capacity of owner, partner, director, officer, or manager (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; (2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; (3) does not have a proposed debarment pending; and (4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration (FHWA).

2. **COMPENSATION**

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the professional rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 *Intentionally omitted.*

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

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

3. **SCHEDULE OF PERFORMANCE**

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on June 24, 2025, and ending on June 23, 2028, unless extended by mutual written agreement of the Parties.

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

4. **COORDINATION OF WORK**

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

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

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

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility & Indemnification.

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

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

4.6 Cost Principles and Administrative Requirements.

A. *Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.*

B. *Consultant also agrees to comply with federal procedures in accordance with 2 CFR Part 200, Cost Principles, and Audit Requirements for Federal Awards.*

C. *Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR Part 200 or 48 CFR Part 31 are subject to repayment by Consultant to City.*

5. INSURANCE

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

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

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

B. **Automobile Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability

Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

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

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

1. Intentionally omitted.

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

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

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for

the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

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

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

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

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

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

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this

Agreement as additional named insureds under the Consultant's insurance policies, or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

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

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

circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

7.6 Financial Management. *Consultant shall maintain an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. Consultant, and any subconsultants and subcontractors, shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The financial management system of Consultant, any subconsultants, and subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by FHWA.*

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

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

C. If termination is due to the failure of the Consultant to fulfill its

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Consultant: KOA Corporation, Inc. | a Lochner Company
Attention: Michael Nilsson, AICP, Principal
333 S. Anita Drive, Suite 800
Orange, California 92868
Telephone: (949) 636-5807
Email: mnilsson@hwlochner.com

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

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

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

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

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such

Party is bound, for purposes of this Agreement, by the same.

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

10.9 Prevailing Wages. The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Consultant understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

10.9.4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial

Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

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

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

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

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

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

10.9.9. Pursuant to California Labor Code Section 1771.1, Consultant and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code

Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Consultant shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

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

[SIGNATURES ON NEXT PAGE]

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

“CITY”
City of Laguna Hills,
a California municipal corporation

JARAD L. HILDENBRAND,
City Manager

ATTEST:

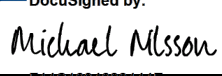
(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
KOA Corporation, Inc., a California
corporation

DocuSigned by:
By: 
Michael Nilsson
Office Manager I

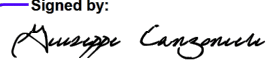
Signed by:
By: 
Giuseppe Canzonieri
Office Manager I

EXHIBIT “A”

**CONSULTANT’S PROPOSAL/ SCOPE OF WORK
FOR
DEVELOPMENT OF THE LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN
IN COMPLIANCE WITH ALL FHWA PROGRAM REQUIREMENTS AND IN
COMPLIANCE WITH CITY’S SS4A GRANT AGREEMENT**

DATED: APRIL 8, 2024

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES

PROPOSAL FOR
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN
CITY OF LAGUNA HILLS
X24906 | APRIL 8, 2025
COPY

PROPOSAL FOR
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN
CITY OF LAGUNA HILLS
X24906 | APRIL 8, 2025
COPY

TO: Mr. Joe Ames
Public Works Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

FROM: Ms. Monica Paderanga
Project Manager
333 S. Anita Dr., Suite 800
Orange, CA 92868
(714) 573-0317 | www.koacorp.com



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A LOCHNER COMPANY

333 S. Anita Drive, Suite 800, Orange, CA 92868

T: (714) 573-0317 | www.koacorp.com

MONTEREY PARK ORANGE ONTARIO SAN DIEGO

COVER LETTER

DATE

April 8, 2025

TO

Mr. Joe Ames
Public Works Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

FROM AUTHORIZED PRINCIPAL

Mr. Michael Nilsson, AICP CTP
Principal | Director of Planning
333 S. Anita Dr., Suite 800
Orange, CA 92868
(949) 636-5807
mnilsson@hwlochner.com

PROPOSED PROJECT MANAGER

Ms. Monica Paderanga
Planner
333 S. Anita Dr., Suite 800
Orange, CA 92868
(714) 573-0317
mpaderanga@hwlochner.com

RFP

**Laguna Hills Citywide
Safety Action Plan**

Dear Mr. Joe Ames:

KOA Corporation (KOA) is excited to submit our proposal for the Laguna Hills Citywide Safety Action Plan (LHCSAP). We are interested in providing the necessary services to complete the project and assist the City in improving the safety and well-being of its residents.

The LHCSAP project reflects the types of services that KOA has been providing to agencies throughout Southern California for decades. As an industry leader in the analysis of roadway safety conditions and the development and implementation of countermeasures to improve safety and comfort for all roadway users, KOA has completed more than three dozen safety plan efforts since 2017. Our extensive experience with the development of Systemic Safety Analysis Report Programs (SSARP), Local Roadway Safety Plans (LRSP), and the development of USDOT SS4A Action Plans in a range of jurisdictions has enabled KOA to advance implementable improvements to roadway safety, with hundreds of miles of successful constructed roadway projects across Southern California.

KOA's services will be advantageous to the City for the following reasons:

1. The success of our safety analysis projects stems from our multidisciplinary approach and collaboration among our uniquely skilled and qualified planners and engineers and our approach to engagement. As experts in conducting engagement in a wide variety of communities such as Buena Park, Fullerton, Costa Mesa, Huntington Beach, and Irvine, KOA's diverse planners' and engineers' skill set will be crucial in ensuring that the final Safety Action Plan meets all equity and engagement criteria per SS4A certification requirements.
2. KOA's experienced in-house GIS team will develop cutting-edge digital materials, flyers, and other content that will allow stakeholders to understand project elements and provide input.
3. Our team is supported by our traffic and civil engineering staff, who will play an integral role in assessing constructability and overall project feasibility for identified safety improvements.

As Principal, I am authorized to bind KOA to the terms of the proposal and will serve as the Principal-in-Charge. Our team will be supported by Ms. Monica Paderanga, as the Project Manager, who successfully served as Deputy Project Manager for the Town of Apple Valley Highway 18 Access Plan and the City of Duarte Safe Routes to School Plan. Mr. Frank Barrera, RSP1, will serve as Project Advisor and will provide management support throughout the project using his experience of having led the development of numerous SSAR, LRSP, and Safety Action Plans for various southern California agencies. Mr. Carlos Velasquez, AICP, LCI, will serve as the Quality Assurance/Quality Control Manager. His transportation safety work for multiple jurisdictions, including the City of Fullerton SS4A, will provide the project with an engaged QA/QC leader throughout the



A LOCHNER COMPANY

1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
T: (323) 260-4703 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO

project development to ensure quality project delivery. Mr. Walter Okitsu will serve as the Countermeasure Development and Implementation task lead. He is the co-founder of KOA, with more than 36 years of experience. Mr. Okitsu is also a California-registered Civil Engineer, (#52655) and a Traffic Engineer, (#1406) with a great deal of experience in traffic analysis and safety projects. He will also conduct the final review and stamping of the Laguna Hills Citywide Safety Action Plan. All the KOA engineers and planners we selected to work on this project have multiple SSAR, LRSP, SS4A, and safety analysis project experiences. With my signature below, I attest that all information submitted with this proposal is true and correct, to the best of my knowledge.

KOA does not anticipate using subconsultants for this project. KOA acknowledges receipt of Addendum No.1 for this RFP. KOA has read and will comply with all terms and conditions of the RFP. KOA concurs with any and all provisions of the City of Laguna Hills' Professional Services Agreement. This proposal is valid for a period of 180 days from its due date, with an option to extend it by written authorization by KOA.

We appreciate this opportunity to offer our services to the City of Laguna Hills to partner with you in preparing the Citywide Safety Action Plan analysis and strategy design and community outreach. As outlined in the proposal that follows, we meet and exceed all of the qualification requirements outlined in the City's Request for Proposal (RFP). We are committed to meeting your quality and scheduling expectations and look forward to collaborating with you. I am authorized to bind the company as firm principal of KOA. We look forward to building a stronger relationship with the City. Feel free to use the information on the left to contact me regarding this proposal.

Sincerely,
KOA | A Lochner Company

Michael Nilsson, AICP CTP
Principal, Director of Planning



SECTION 1 | COMPANY DATA

FIRM BACKGROUND

Founded in 1987, KOA Corporation (KOA) is a leading provider in professional services in transportation engineering, mobility planning, and construction management for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions, and responsive services. Our focus on safety for all travelers is the foundation of our professional practice. KOA engineers, planners, construction field specialists, and project managers all take pride in our well-established reputation as Transportation Safety Experts. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contribution to our communities. Our staff includes registered civil and traffic professional engineers, certified transportation planners, certified road safety professionals, project/construction managers, and construction inspectors. With four offices located in Southern California, KOA provides professional consulting services for some of the largest public-works and planning projects for all modes of transportation throughout California.

In December 2022, KOA joined Lochner, a national transportation infrastructure firm headquartered in Chicago, Illinois, providing planning, environmental, design, construction engineering and inspection, and right-of-way services for surface transportation, rail, transit, and aviation clients. Together, we have more resources and capabilities for delivering innovative solutions and enhancing the quality of life in the communities we serve. **KOA is a wholly owned subsidiary of Lochner. Elysium Infrastructure Group, LLC owns 10% of KOA.**

SPECIFIC ROLE AND RELATED EXPERIENCE

SS4A ACTION PLANS/LOCAL ROADWAY SAFETY PLANS/SYSTEMIC SAFETY ANALYSIS REPORTS

KOA has become an industry leader in Southern California with Caltrans and USDOT transportation safety programs - SSAR, LRSP, and SS4A Action Plans. These programs take a systemic and proactive approach to address citywide transportation safety issues. A LRSP creates a framework to systematically identify and analyze safety problems, focusing on the 4 “Es” of transportation safety - Engineering, Enforcement, Education, and Emergency Medical Services (EMS), as well as a fifth “E”, Emerging Technologies, which is gradually becoming a more commonly seen component of local agencies’ LRSP core framework. The SS4A Action Plan also integrates equity and community engagement in the development of safety improvements to develop improvement projects that address safety issues in areas of most need.

The success of our SSAR, LRSP, and SS4A Action Plan projects stems from our multidisciplinary approach and collaboration amongst our team of skilled planners and engineers. Our outreach team utilizes community workshops, online tools, and boots on the ground approaches to ensure all the voices are heard regarding transportation safety issues. KOA’s knowledgeable, in-house GIS team conducts a data-driven, quantitative analysis to identify prominent collision patterns and transportation safety emphasis areas. Our team of experienced engineers can lead roadway safety audits, select countermeasures, and develop constructible conceptual designs and cost estimates for a variety of safety improvement projects.

OFFICIAL NAME & ADDRESS

KOA Corporation, a California Corporation
1100 Corporate Center Drive,
Suite 201
Monterey Park, CA 91754

PRIMARY POINT OF CONTACT

Ms. Monica Paderanga
Planner
(714) 573-0317
mpaderanga@hwlochner.com

TYPE OF ENTITY

C Corporation

FEIN #

95-4515908

FIRM’S LOCATIONS

1100 Corporate Center Drive
Suite 201
Monterey Park, CA 91754
(323) 260-4703

333 S. Anita Dr., Suite 800
Orange, CA 92868
(714) 573-0317

2855 E Guasti Road, Suite 410,
Ontario, CA 91761
(909) 890-9693

5095 Murphy Canyon Road
Suite 330
San Diego, CA 92123
(619) 683-2933

YEARS IN BUSINESS AS KOA CORPORATION

17

YEARS OF COMPARABLE EXPERIENCE

37

SECTION 1 | COMPANY DATA

COMPARABLE CONTRACTS FROM PAST 5 YEARS

Projects of the types included in this list typically include the following scope of work elements: Collision data analysis; safety countermeasures; data collection/field review; safety projects; benefit/cost ratio analysis; project prioritization for HSIP application; evaluation and implementation; non-engineering solutions; and a report. These projects also often include public outreach services; grant application and/or management services, and conceptual plans. Any non-typical scope of work elements are shown in the table below. Nearly 100% of our SSRA, LRSP, and SS4A projects are citywide or townwide, so the project size is not included in the table.

Project Name	Started/ Completed	Major Additional Scope of Work Elements	Client/Agency	Project Manager
City of Fontana Local Road Safety Plan (LRSP)/SS4A	2020-2023		City of Fontana	Mahmoud Khodr
City of Highland Local Roadway Safety Plan (LRSP)	2020-2023		City of Highland	Matt Bennett
Town of Apple Valley SS4A Townwide Complete Streets Plan	2023- Ongoing		KTUA	Joe Punsalan, KTUA
City of Huntington Beach LRSP to SS4A Action Plan & SS4A Planning Grant Application	2023- Ongoing		City of Huntington Beach	Chau Vu
City of Twentynine Palms Local Road Safety Plan (LRSP)	2018-2020		City of Twentynine Palms	Richard Pedersen
City of Wildomar Systematic Safety Analysis Report (SSAR)/ Local Roadway Safety Plan (LRSP)/SS4A Plan	2020-2022		City of Wildomar	Warren Repke
City of South Pasadena Citywide Signage Inventory and Systemic Safety Analysis Report (SSAR)	2019-2020	Signage inventory	City of South Pasadena	Alex Chou
City of Pico Rivera Systemic Safety Analysis Report (SSAR)	2019-2020		City of Pico Rivera	Kenner Guerrero
City of Colton Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of Colton	Victor Ortiz
City of Pasadena Local Roadway Safety Plan (LRSP)	2021-2022		City of Pasadena	Hy Lao
City of Rancho Cucamonga Local Roadway Safety Plan (LRSP)	2021-2021		City of Rancho Cucamonga	Justine Garcia, MPA
City of Poway Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of Poway	Henry Trang
Kern Council of Governments (KernCOG) Local Roadway Safety Plan (LRSP)	2021- Ongoing	Work was for 3 of 6 cities in Kern County.	KernCOG	Joseph Stramaglia
City of Rancho Mirage Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of Rancho Mirage	Ryan Stendell
City of Manhattan Beach Local Roadway Safety Plan (LRSP)	2021-2021		City of Manhattan Beach	Helen Shi
City of Encinitas Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of Encinitas	Abe Bandegan

SECTION 1 | COMPANY DATA

Project Name	Started/ Completed	Major Additional Scope of Work Elements	Client/Agency	Project Manager
City of Azusa Local Roadway Safety Plan (LRSP)	2020- Ongoing		City of Azusa	Robert Delgadillo
City of Diamond Bar Local Roadway Safety Plan (LRSP)	2020-2021		City of Diamond Bar	Christian Malpica
City of Santee Local Roadway Safety Plan (LRSP)	2020/2021		City of Santee	Minjie Mei
City of Thousand Oaks Local Roadway Safety Plan (LRSP)	2020-2021		City of Thousand Oak	Kathy Naoum
City of Pomona Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of Pomona	Ronald Chan
City of Commerce Safe Streets for All Action Plan and LRSP Update	2021- Ongoing		City of Commerce	Karen Vigil
City of Victorville Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of Victorville	Brian Gengler
City of San Bernardino Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of San Bernardino	Azzam Jabsheh
City of Calabasas Citywide Local Roadway Safety Plan (LRSP)	2021-2022		City of Calabasas	Tatiana Holden
City of Huntington Beach Local Roadway Safety Plan (LRSP)	2021- Ongoing		City of Huntington Beach	Chau Vu
City of Claremont Local Roadway Safety Plan (LRSP) to SS4A	2023- Ongoing		City of Claremont	Vince Ramos
Chicago Metropolitan Agency (CMAP) for Planning: SS4A Countywide Safety Action Plans	2023- Ongoing		CMAP	Kimberly Piper-Cannon
City of Upland Local Road Safety Plan Services	2022-2022		City of Upland	Alan French

FAILURES OR REFUSALS TO COMPLETE A CONTRACT

None

FINANCIAL INTERESTS IN OTHER LINES OF BUSINESS.

None

LITIGATION/ADVERSE JUDGEMENT HISTORY

None within the last 5 years

TERMINATION OF CONTRACT "FOR CAUSE" HISTORY

None within the last 5 years

TYPES OF SERVICES

- Safety Implementation (HSIP, ADA, LRSP, SSARP, & SS4A)
- Mobility Planning (Multimodal)
- Complete Streets Planning & Design
- Grant Writing & Management
- Active Transportation (Ped & Bike, SRTS, First Mile/ Last Mile)
- Assessment of Transportation Impacts
- Transportation Engineering
- Highway & Roadway Design
- Signals, Signing & Striping, Traffic Control Plans
- Traffic Operations & ITS
- Construction Management & Inspection



SECTION 2 | RESUMES AND QUALIFICATIONS OF PERSONNEL

PERSONNEL STAFFING PLAN

KOA is proposing 12 staff members who will be assigned to perform and/or assist with the required services and deliverables. This consists of three key staff members, four task leaders, and five support staff members, the last of which will perform the day-to-day project activities. All proposed staff are shown on the organizational chart depicted in the following section. KOA has the capacity to provide additional personnel as needed to perform services for this effort. Our project team was organized specifically for this project based on the skill set and experience of the staff. In the event one of the three key staff members needs to be replaced, KOA will coordinate with the City to obtain prior permission to do so.

Our proposed team organization begins with our Project Management Team led by Monca Paderanga as the Project Manager and supported by Frank Barrera, RSP1, as the Project Advisor, and Michael Nilsson, AICP CTP, as the Principal-in-Charge. Carlos Velazquez, AICP, will be the Quality Assurance/Quality Control Manager. This project management team will ensure to maintain coordination between KOA and City staff throughout the project and to coordinate with the task leaders and support staff to ensure project deliverables and the project schedule is met efficiently with deliverables exceeding the City’s expectations. Our core support team is organized into four categories; Community Engagement, Existing Conditions & Analysis, Countermeasure Development & Implementation, and Final SS4A Plan. With a task leader coordinating the detailed production efforts for each area of the project development with support staff, the project management team can focus coordination efforts with the task leaders to ensure the project is moving in the right direction and on track to meet the project budget and timeline.

RESUMES

Resumes for the three proposed key staff members are presented on the following pages. Following the resumes are biographical sketches for the four task leaders. Per Addendum #1, the resumes are not part of the page count. Please note that since KOA doesn’t currently have an internal way to track staff titles, only current positions are included in each resume.

A listing of KOA’s clients is in the table in the previous section.

SECTION 2 | RESUMES AND QUALIFICATIONS OF PERSONNEL

MONICA PADERANGA

CURRENT POSITION: PLANNER

2 Years with KOA

SUMMARY OF EXPERIENCE

Types of Experience

- Transportation planning
- Public outreach
- Website content development
- Social media notification
- Event coordination
- Database management
- Map creation
- Project coordination
- Grant funding application and management assistance

Projects

- Town of Apple Valley | SS4A Townwide Complete Streets Plan
 - » Townwide Safe Streets and Roads for all (SS4A)
 - » To improve all modes of travel throughout the town
 - » Community planning/outreach
 - » Selection of 5 roadways as priority corridors for improvements
- City of Indio | Street Improvements
 - » Preliminary engineering
 - » ATP improvements
 - » Grant funding assistance
- City of Commerce | Slauson Corridor Improvements from I-5 to I-710 Project
 - » Design to increase the capacity efficiency of the street and reduce congestion along Slauson Avenue
 - » Enhance connectivity between major trip generators and transportation facilities
 - » Improve safety by improving traffic signs, street pavement and pavement markings, and striping along the corridor
 - » Intersection improvements
 - » Water quality treatment
 - » Preliminary concept design, final design and outreach
- Town of Apple Valley | Highway 18 Access Plan
 - » Developed a network of safety improvements that will transform Highway 18 into a Complete Street
 - » Recommendations from community members
 - » Outreach pop-ups
- SCAG | Buena Park Comprehensive Active Transportation Plan (ATP)
 - » Citywide ATP
 - » Identify and prioritize active transportation recommendations
 - » Inventory of existing bicycle and pedestrian infrastructure
 - » Identify program deficiencies



EDUCATION

MURP, Urban and Regional Planning, California State Polytechnic University, Pomona, CA, 2020

BS, Public Health, California State University, Los Angeles, CA, 2017

MONICA PADERANGA

- » List of prioritized improvements ready for future construction grant opportunities
- SCAG | Duarte Safe Routes to School (SRTS) Plan
 - » Comprehensive network of safe streets surrounding schools
 - » Assess existing infrastructure
 - » Provide recommendations for safety improvements
 - » Improve conditions for non-motorized forms of travel to schools
 - » Goal of improving safety, accessibility, and connectivity
 - » Combine planning efforts with pedestrian and bike safety education to promote and increase other modes of travel for all ages and all levels of ability
 - » Complements and builds upon the existing Duarte Bicycle Master Plan (BMP) and Citywide Complete Streets policy by investigating and evaluating the physical conditions, traffic control devices, pedestrian and bicyclist volumes, vehicular traffic patterns, and volumes and speeds around the schools
 - » Utilizes life-size demonstration projects through SCAG's Kit of Parts, five unique, modular, easy-to-install treatments, including protected bike lanes, pedestrian refuge islands, parklets, bulb-outs, and creative crosswalks.
- City of Claremont | Local Roadway Safety Plan (LRSP)
 - » Project management
 - » Document review
 - » Stakeholder selection and engagement
 - » Data collection
 - » Collision and roadway analysis
 - » Development of countermeasures
 - » Development of a list of safety projects
 - » Preparation of the LRSP
 - » Development of an SS4A Action Plan for acquiring SS4A funding
 - » Extensive public outreach effort with Online engagement, in-person workshops, and commission meetings.

CLIENTS

- Town of Apple Valley
- City of Indio
- City of Commerce
- Southern California Association of Governments (SCAG)
- City of Glendale
- Los Angeles Department of Transportation (LADOT)
- City of Claremont
- County of Riverside
- Port of Long Beach (POLB)
- City of Coachella
- City of Santa Monica
- City of Lancaster
- City of Ontario
- Riverside County Transportation Commission (RCTC)
- City of South Pasadena
- Coachella Valley Association of Governments
- City of South Gate
- City of Huntington Beach
- County of San Bernardino
- County of DuPage (Illinois)

SECTION 2 | RESUMES AND QUALIFICATIONS OF PERSONNEL

FRANK BARRERA, RSP1

CURRENT POSITION: PROJECT MANAGER

16.5 Years with KOA

SUMMARY OF EXPERIENCE

Types of Experience

- Transportation planning
- Prepared/managed traffic impact studies, parking studies, circulation and mobility studies, bikeway improvement projects, feasibility studies, active transportation projects
- ArcGIS for mapping
- Research & analysis
- Conducted/managed bicycle corridor analysis, GIS database development and analysis, development of analysis criteria and methodology strategies
- Coordinated with local jurisdictions and project teams on outreach workshops

Projects

- City of Fontana | Local Road Safety Plan (LRSP)/SS4A
 - » Comprehensive review and analysis of five years of SWITRS collision data
 - » Review of local, state, and federal guidelines and policies
 - » Led community and stakeholder engagement
 - » Equity analysis
 - » Development of priority projects to improve the safety of all roadway users
 - » Developed infrastructure improvements to address transportation safety emphasis areas
 - » New traffic signals, intersection lighting, installation of left turn lanes, installation of raised medians, installation of bike lanes, and various other improvements
- City of Highland | Local Roadway Safety Plan (LRSP)
 - » Most recent five years of collision data from the SWTIRS database
 - » Analysis of the collision types, patterns, and locations with high-collision frequency
 - » Public input and recommend countermeasures to improve traffic safety
 - » List of safety projects and implementation plan
 - » Identification of projects with competitive benefit-to-cost ratio for HSIP grant application
- City of Wildomar | Systematic Safety Analysis Report (SSAR)/ Local Roadway Safety Plan (LRSP)/SS4A Plan
 - » Originally an SSAR developed into a LRSP and ultimately into a SS4A Action Plan
 - » Analyzed 5 years of Crossroads collision data to identify major collision types, patterns and high-collision frequency and rate intersections and roadway segments



EDUCATION

MSCE, Transportation Engineering, California State Polytechnic University, Pomona, CA, 2021

BS, Urban Planning, California State Polytechnic University, Pomona, CA, 2007

CREDENTIALS

Road Safety Professional 1 (RSP1)

PROFESSIONAL MEMBERSHIPS

American Planning Association

FRANK BARRERA, RSP1

- » All intersections and roadway segments ranked by collision frequency, crash rate and EPDO scores
- » Roadway safety audit
- » Safety enhancement countermeasures
- » List of recommended safety projects with competitive benefit-to-cost ratios identified for HSIP Cycle 10 applications
- » Two of three prioritized projects were accepted for HSIP Cycle 10 funding
- » KOA prepared and submitted a winning Safe Streets and Roads for All (SS4A) grant application for safety improvements to USDOT, concurrent with the adoption of the Local Roadway Safety Plan document
- City of South Pasadena | Citywide Signage Inventory and Systemic Safety Analysis Report (SSAR)
 - » KOA completed the SSAR and a citywide inventory of signage, pavement markings, and curb markings
 - » Five years of SWITRS data were processed and geocoded to identify intersections and roadway segments with high frequencies of collisions
 - » Prepared a safety countermeasures technical memorandum for the City's review
 - » A benefit/cost ratio analysis was conducted to prioritize projects for HSIP application
- City of San Bernardino | Systemic Safety Analysis Report (SSAR)
 - » Prepared a grant application package, subsequently awarded under the Caltrans Systemic Safety Analysis Report (SSAR).
 - » Review of existing safety conditions, utilizing the SWITRS database
 - » Evaluation of safety countermeasures and a citywide inventory of 300 traffic signals, controller cabinets, intersection safety lights, flashers, mid-block crossings, and signage.
 - » Key goal was to use the information and database from this project as support to obtain funding via future HSIP cycles. A final SSAR/LRSP report was prepared.
- City of Fontana | Systemic Safety Analysis Report (SSAR)
 - » Compiled a citywide inventory for crosswalks, arrow markings, and left-turn phasing for all of the signalized locations
 - » Five years of SWITRS data used to identify major collision types/patterns
 - » Proposed countermeasures for intersections and roadway segments with high frequencies of collisions, developed safety project conceptual designs, and calculated the benefit/cost (b/c) ratio
 - » Safety projects were prioritized for future HSIP applications
- City of Colton | Local Roadway Safety Plan (LRSP)
 - » Project management, document review, data collection, collision and roadway data analysis, the selection of countermeasures, the development of safety projects, and production of the final LRSP document
- City of San Bernardino | Local Roadway Safety Plan (LRSP)
 - » Project mobilization and management; stakeholder engagement; document review; collision and roadway data analysis; the selection of countermeasures; the development of an implementation plan; production of the final LRSP document
- City of Claremont | Local Roadway Safety Plan (LRSP)
 - » Project management, document review, stakeholder selection and engagement, data collection, collision and roadway analysis, the development of countermeasures, the development of a list of safety projects, preparation of the LRSP, and development of an SS4A Action Plan for acquiring SS4A funding
 - » Online engagement, in-person workshops, and commission meetings

FRANK BARRERA, RSP1

- Chicago Metropolitan Agency for Planning (CMAP) | SS4A Countywide Safety Action Plans
 - » Implementation strategy and countermeasures to address safety issue areas
 - » Analyzing existing and predictive crash trends, engaging community members, developing a high Injury network and priority locations
 - » Goal is to make the County eligible for large-scale federal construction funding, for on-the-ground infrastructure changes
- City of Twentynine Palms Local Road Safety Plan (LRSP)
 - » Completed to address safety needs
 - » LRSP describes input from transportation stakeholders; identifies infrastructure deficiencies; prioritizes improvements; and provides the information needed to apply for future grants and funding to address the safety needs
 - » The project also followed the technical guidelines set out by the Caltrans Systemic Safety Analysis Program. KOA followed a systemic analysis approach to focus on evaluating an entire roadway network using a defined set of criteria. The study examined crash history to identify high-risk roadway characteristics. This project was completed with input from key Stakeholders who provided input on safety needs and goals. The mission of this LRSP was to achieve a reduction in collisions, and in particular, fatal and serious injury collisions through a multi-agency approach that utilizes education, enforcement, engineering, and emergency service strategies. Projects were studied to develop systemic project groups that would achieve strong benefit-cost ratios. Following project completion, KOA assisted the City in preparing the HSIP funding application. The application received funding as part of Cycle 10.

SECTION 2 | RESUMES AND QUALIFICATIONS OF PERSONNEL

MICHAEL NILSSON, AICP CTP

CURRENT POSITION: PRINCIPAL/OFFICE MANAGER
3.5 Years with KOA

SUMMARY OF EXPERIENCE

Types of Experience

- Transportation planning
- 24 years of experience
- Understands how to link land use, environment
- Urban/mobility planning, policy, and outreach; CEQA/NEPA environmental review; and project funding/implementation
- Works with regional and municipal government agencies, private developers, non-profit organizations, and advocacy organizations
- Cap parks, active transportation plans, complete/green street projects
- Adoption of parking management plans, zoning ordinances, and transportation infrastructure projects – many of which have received awards from American Planning Association, American Public Works Association, Southern California Association of Governments, and Westside Urban Forum.
- Has overseen the implementation of hundreds of miles of bicycle and trail facilities and secured over \$120 million dollars for transportation planning and infrastructure improvements

Projects

- Town of Apple Valley | SS4A Townwide Complete Streets Plan
 - » Townwide Safe Streets and Roads for all (SS4A)
 - » To improve all modes of travel throughout the town
 - » Community planning/outreach
 - » Selection of 5 roadways as priority corridors for improvements
- City of Huntington Beach | Local Road Safety Plan (LRSP)/SS4A
 - » Review of local, state, and federal guidelines, leading stakeholder engagement with agency and community organizations
 - » Full collision history assessment and hot-spot analysis, development of countermeasures to address specific collision types
 - » "Top 10" list of recommendations, including an implementation and strategic funding plan
 - » Led to a winning HSIP grant application on one of the priority projects
- City of San Bernardino | Systemic Safety Analysis Report (SSAR)
 - » Prepared a grant application package, subsequently awarded under the Caltrans Systemic Safety Analysis Report (SSAR).
 - » Review of existing safety conditions, utilizing the SWITRS database
 - » Evaluation of safety countermeasures and a citywide inventory of 300 traffic signals, controller cabinets, intersection safety lights, flashers, mid-block crossings, and signage.
 - » Key goal was to use the information and database from this project as support to obtain funding via future HSIP cycles. A final SSAR/ LRSP report was prepared.



EDUCATION

BS, Urban and Regional Planning,
California State Polytechnic
University, Pomona, 2001

CREDENTIALS

American Institute of Certified
Planners (AICP), #019327

AICP Certified Transportation
Planner (CTP)

PROFESSIONAL
MEMBERSHIPS

American Planning Association

SECTION 2 | RESUMES AND QUALIFICATIONS OF PERSONNEL

CARLOS VELÁSQUEZ, AICP, QA/QC MANAGER | PRINCIPAL

Carlos has worked on a number of studies involving downtown parking supply and utilization, shared parking strategies, and traffic circulation and access. He developed various shared parking strategies for development projects throughout Los Angeles County. He has experience in conducting analyses of transit trip generation and transit system capacity, analyzing pedestrian safety issues involved with sidewalk level of service and access to/from transit stations and parking; and assistance in analyzing traffic circulation impacts and mitigation on surface streets and highways. Carlos has been involved in the development of numerous bicycle and pedestrian plans, including the City of South Gate Bicycle Plan and the City of Lancaster Bicycle and Pedestrian Plan. He has experience in working with downtown associations and businesses to develop and implement strategies to improve the physical appearance and livability of the commercial district. He also has experience in a number of planning studies that have addressed transportation planning for existing and planned rail transit stations and transit-oriented districts and is currently leading the development of the Fullerton Safe Streets and Roads for All Plan. He is a certified Transportation Planner with the American Institute of Certified Planners (AICP), #026845.

MORGAN HUNLEN | PLANNER

Morgan Hunlen is an ambitious and passionate Planner at KOA. As a part of duties, Morgan focuses on preparing high-quality presentations, outreach, and proposal materials for KOA's partners and clients. She also supports KOA's various community engagement initiatives by engaging with stakeholders in an informed and dignified manner. Morgan also contributes to projects by providing geospatial analysis, data analysis, and administrative support when needed. Some notable examples of Morgan's work are preparing maps, flyers, posters, and surveys for outreach events, drafting language for request for proposals, and preparing content for project memorandums and reports. Prior to joining KOA, Morgan worked with Thrivance Group, where she was the Project Manager for the 2021 Unurbanist Assembly. It is Morgan's goal to support the creation of places that inspire dignity and joy in others.

EUNJU JUNG, | PLANNER

Eunju Jung is a passionate Planner at KOA. She has numerous experiences conducting quantitative, qualitative and spatial analyses from diverse sectors. In this role, she is responsible for GIS mapping, traffic impact analysis and active transportation grant proposals. She has worked on projects addressing active transportation, complete streets, and safe routes to school. Her focus is interested in multimodal transportation and equal opportunity of mobility. Eunju has recent experience working on Safe Streets and Roads for All Action Plans, including those for Kane County, IL and for the City of Fullerton.

WALTER OKITSU, PE, PTOE, PTP, RSP2I | SENIOR ENGINEER

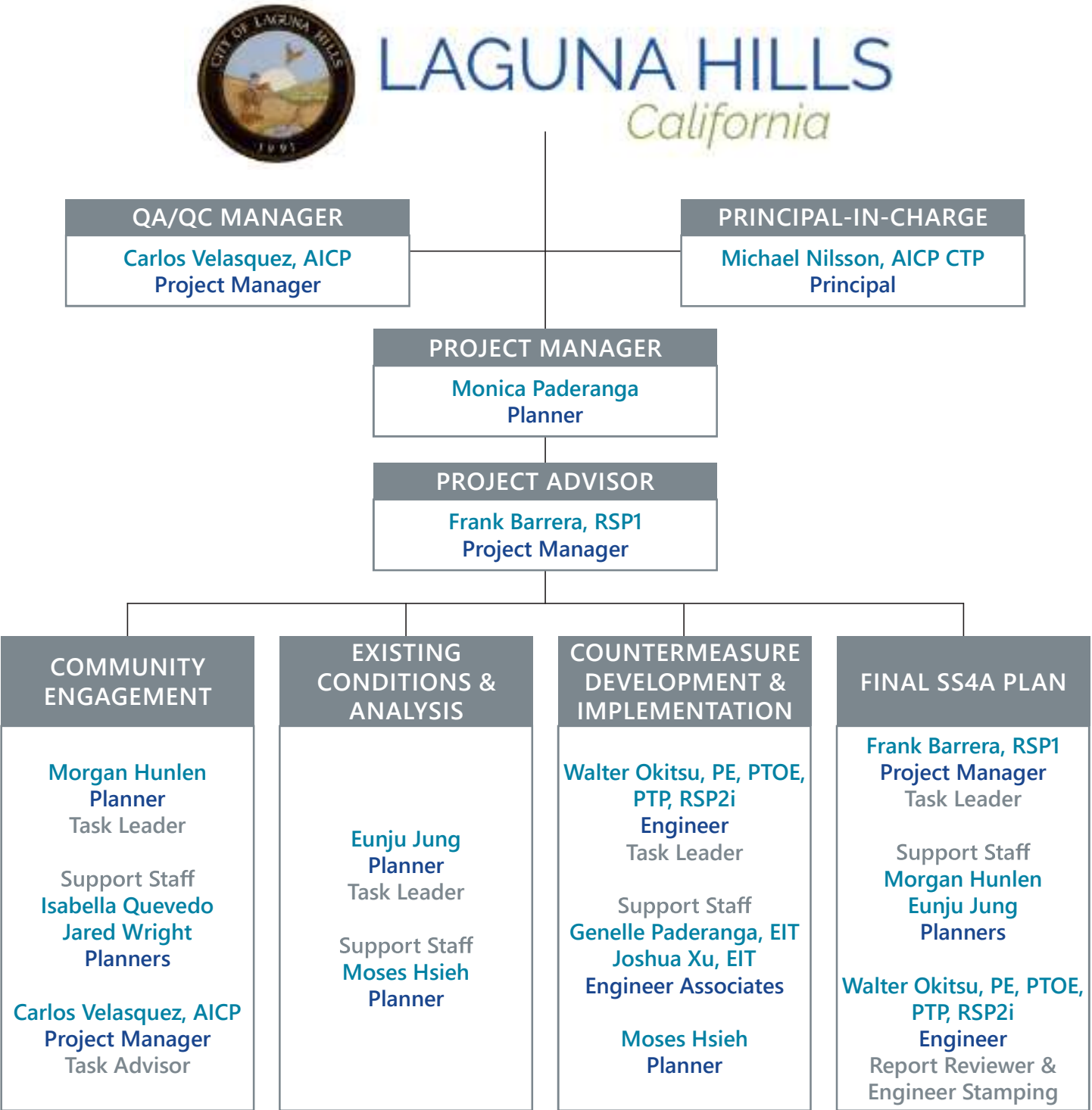
Walter Okitsu, PE, PTOE, PTP is a Founder and Principal at KOA and has extensive experience in transportation planning and traffic design. He is responsible over a wide variety of highway, transit way, and bikeway projects. This includes designs for traffic signals, street lighting, signing & striping, worksite traffic control. In this role, he collaborates with the project managers in all KOA office locations to ensure KOA delivers high quality products to our clients. He has field and managerial experience on traffic impact, feasibility analysis, and circulation projects. During his time at KOA, Walter was the inaugural awardee of the Institute of Transportation Engineers Western District Individual Achievement Award in 1998. He has served as the Past President for the Western District of Institute of Transportation Engineers in 2013. Most recently, Walter was awarded by the Institute of Transportation Engineers (ITE) Western District Lifetime Achievement Award in 2023. He has been instrumental in developing and implementing KOA's QA/QC process while serving as QA/QC Manager for traffic engineering projects.

SECTION 3 | ORGANIZATIONAL CHART

TRANSITION PLAN

In the event one of the three key staff members needs to be replaced, KOA will coordinate with the City to obtain prior written permission to do so. If requested, KOA will provide a resume for the new key person.

ORGANIZATIONAL CHART





SECTION 4 | REFERENCES

CITY OF WILDOMAR | LOCAL ROADWAY SAFETY PLAN (LRSP)/SS4A

Cameron Luna | Associate Engineer | (951) 677-7751 x245 | cluna@cityofwildomar.org

KOA prepared a Systemic Safety Analysis Report (SSAR) that we then developed into a LRSP, and ultimately into a SS4A Action Plan. KOA analyzed the Crossroads collision data from the past five years to identify major collision types, patterns, and high-collision frequency, and to rate intersections and roadway segments. All the intersections and roadway segments within the City were ranked by collision frequency, crash rate and EPDO scores. KOA proposed safety enhancement countermeasures, developing a list of safety projects and estimating the project cost. A list of recommended safety projects with competitive benefit-to-cost ratios were identified for HSIP Cycle 10 applications. The SSAR met all Caltrans requirements. Two of three prioritized projects were accepted for HSIP Cycle 10 funding. Additionally, KOA also prepared and submitted a winning Safe Streets and Roads for All (SS4A) grant application for safety improvements to USDOT concurrent with the adoption of the Local Roadway Safety Plan.

CITY OF FONTANA | LOCAL ROADWAY SAFETY PLAN (LRSP)/SS4A

Jeffrey Kim | Engineering Manager | (909) 350-6724 | Jkim@fontana.org

KOA was the lead consultant for the City of Fontana's LRSP and ultimately developing the SS4A Action Plan. The project included a comprehensive review and analysis of five years of SWITRS collision data, review of local, state, and federal guidelines and policies, leading community and stakeholder engagement, equity analysis and development of priority projects to improve the safety of all roadway users within the City of Fontana. Infrastructure improvements were developed to address the transportation safety emphasis areas which included, Young and Old Road Users, Rear-end and Broadside Collisions, Pedestrian and Bicyclists, Unsafe Speeding, and Driving or Bicycling Under the Influence. Improvements included new traffic signals, intersection lighting, installation of left turn lanes, installation of raised medians, installation of bike lanes, and various other improvements.

CITY OF HUNTINGTON BEACH | LOCAL ROADWAY SAFETY PLAN (LRSP)/SS4A

Chau Vu | (714) 536-5431 | chau.vu@surfcity-hb.org

KOA has recently completed an SS4A Action Plan for the City of Huntington Beach. The project includes the review of local, state, and federal guidelines, leading stakeholder engagement with agency and community organizations. KOA also completed a full collision history assessment and hot-spot analysis, and developed countermeasures to address specific collision types, including active transportation improvements on the City's arterial network. KOA also developed a "top 10" list of recommendations, including an implementation and strategic funding plan consolidated into the final LRSP/SS4A document. Since Plan completion, KOA prepared a winning HSIP grant application on one of the Plan's priority projects, which included the installation of bicycle, crosswalk and signal improvements along Heil Avenue and Edinger Avenue.

SECTION 5 | PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

PROJECT UNDERSTANDING

The City of Laguna Hills has a population of 31,374 (United States Census American Community Survey, 2020) and is located within the San Joaquin Hills in southern Orange County. Bounded by the cities of Irvine and Lake Forest to the north; Interstate 5 (I-5) and the cities of Mission Viejo and Lake Forest to the east; Laguna Niguel to the south; and Aliso Viejo and Laguna Woods to the west, the City of Laguna Hills offers a small-town environment while offering access to big-city amenities and well-connected open spaces. The City's mobility network consists of a regional and local street system, as well as I-5 and State Route 73 (SR-73). Public transit and a system of bike trails, bike lanes, and recreational trails also make up the City's established mobility network. Although the City has a multi-modal transportation system, it still experiences significant local and regional traffic congestion, speeding, overreliance on automobile usage, poorly timed traffic

signals, and other transportation safety-related issues.

Based on the California Office of Traffic Safety (OTS) collision ranking system, the City of Laguna Hills falls under Group D – cities with a population between 25,001 and 50,000 (California Office of Traffic Safety, 2022). Table 1 shows the City's collision ranking amongst the 90 California cities in Group D (1 being ranked the worst and 94 being ranked the best) in 2022. The highest or "worst" ranking categories include:

- **Hit and Run:** The City ranked 48th for the most number of hit and run crashes.
- **Bicycle:** The City ranked 49th for the total number of bicycle collisions.
- **Motorcycle:** The City ranked 55th for the total number of motorcycle collisions.

Table 1: California Office of Traffic Safety (OTS) Collision Ranking - Laguna Hills (Group D)

Crash Category	Victims Killed & Injured	OTS Ranking
Total Fatal and Injury	134	64/90
Alcohol Involved	8	68/90
Had Been Drinking Driver <21	0	82/90
Had Been Drinking Driver 21 - 34	4	62/90
Motorcycles	7	55/90
Pedestrians	5	62/90
Pedestrians <15	0	58/90
Pedestrians 65+	0	64/90
Bicycle	7	49/90
Bicycles <15	0	57/90
Composite	48	72/90
Crash Category	Fatal & Injury Crashes	OTS Ranking
Speed Related	18	56/90
Nighttime (9:00pm – 2:59am)	9	70/90
Hit and Run	9	48/90

In addition, KOA conducted a preliminary analysis of collision data using data from the Statewide Integrated Traffic Records System (SWITRS) from 2019 – 2023. Approximately 817 collisions occurred within the City, where 53 collisions involved victims who were killed or severely injured (KSI). Based on this initial analysis, the following intersections and roadways were identified with the highest frequency of collisions:

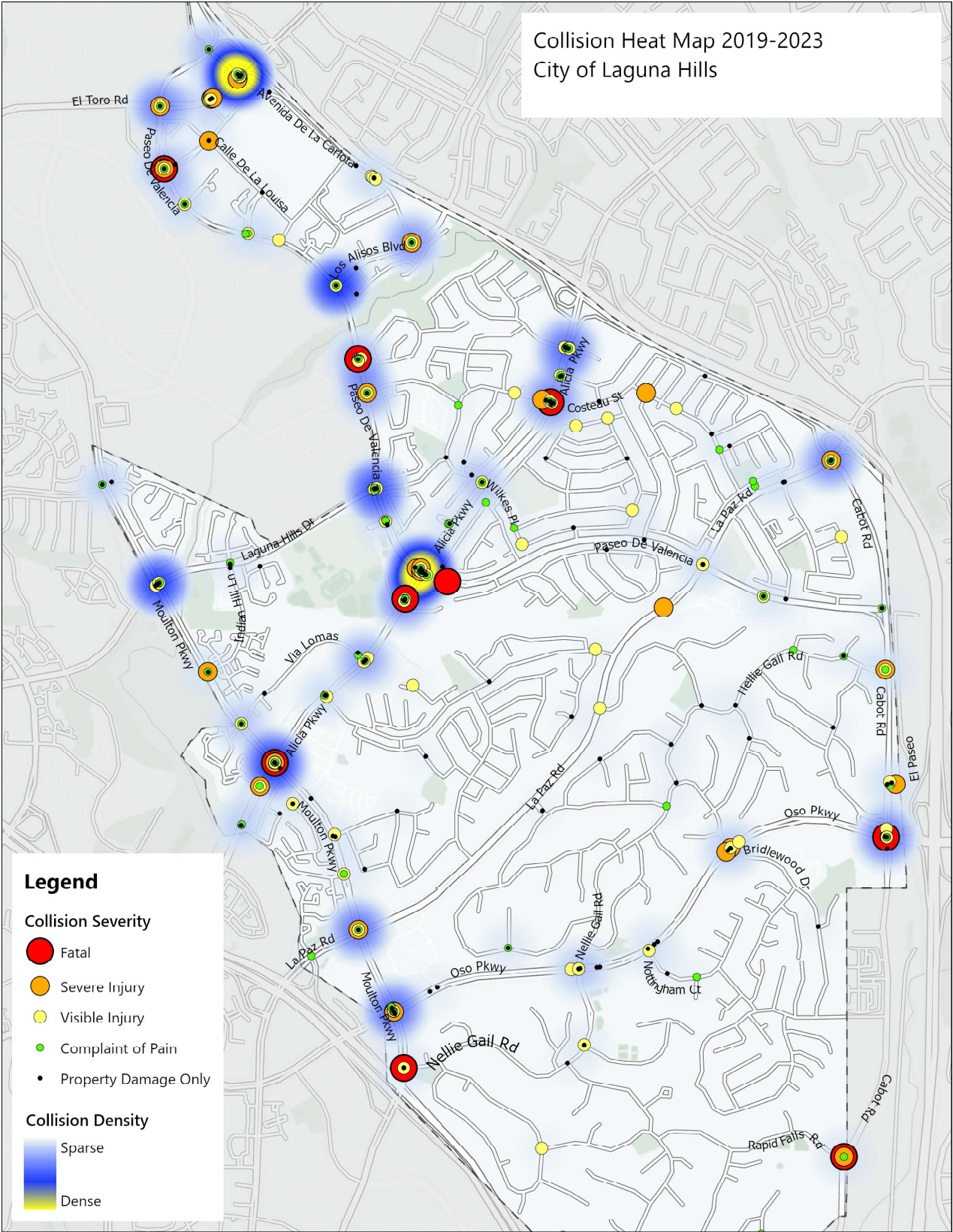
Top 5 Intersections with the Highest Frequency of Collisions

- Alicia Pkwy & Paseo De Valencia
- Avenida De La Carlota & El Toro Rd
- Alicia Pkwy & Moulton Pkwy
- Los Alisos Blvd & Paseo De Valencia
- Moulton Pkwy & Oso Pkwy

Top 3 Roadways with the Highest Frequency of Collisions

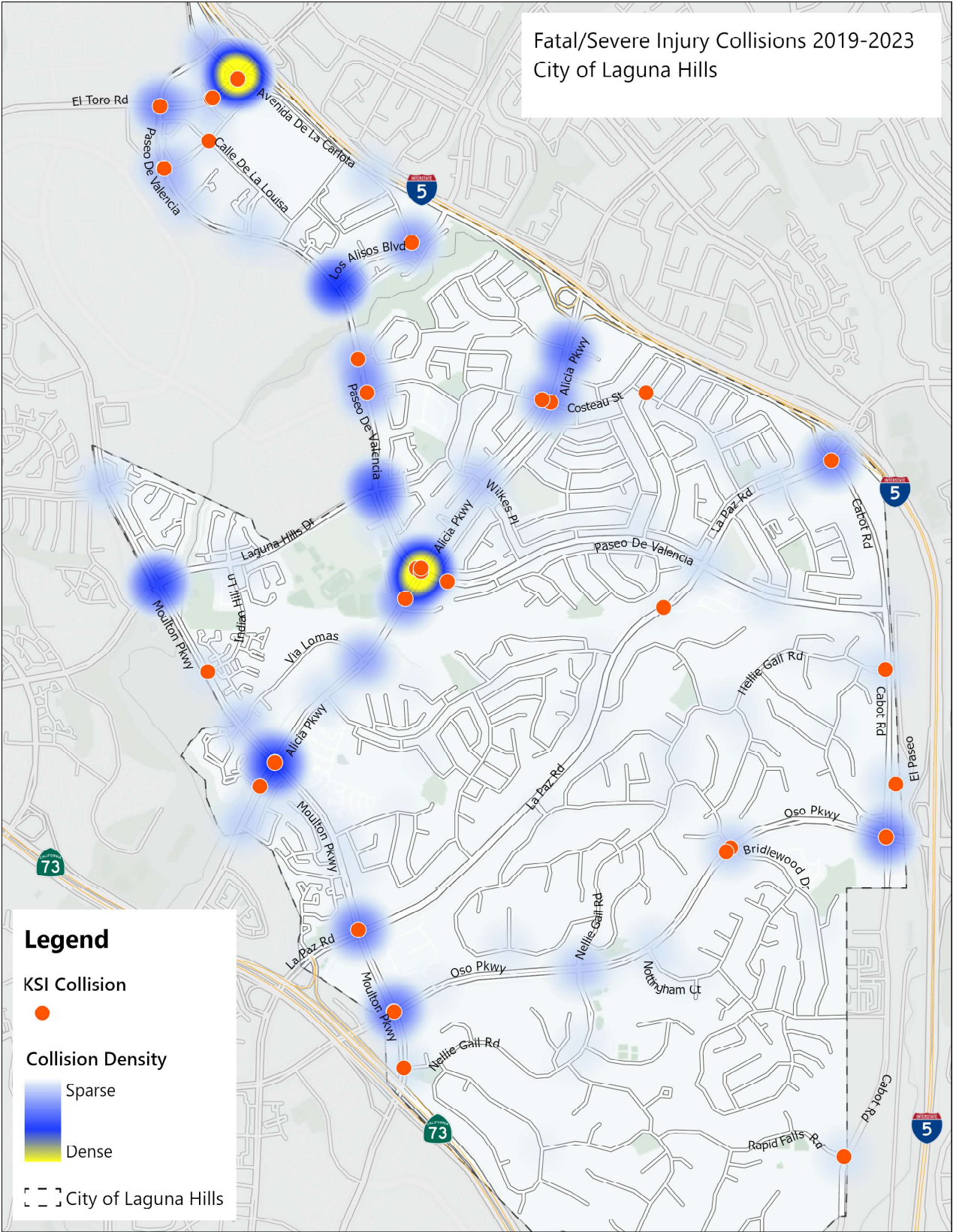
- Paseo De Valencia
- Alicia Parkway
- Moulton Parkway

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All Collisions in City of Laguna Hills - SWITRS, 2019 - 2023

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Fatal/Severe Injury (KSI) Collisions in City of Laguna Hills - SWITRS, 2019 - 2023

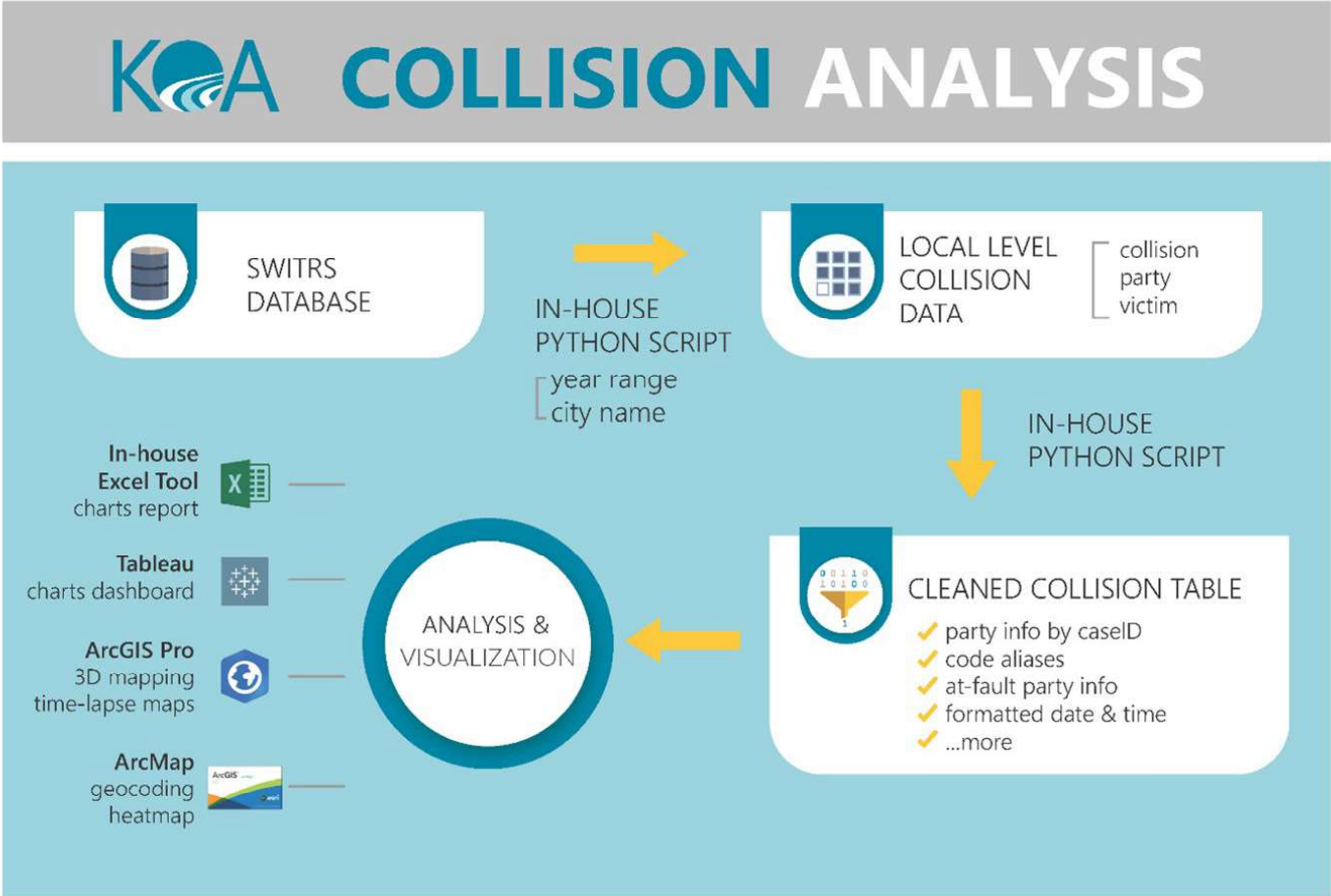
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According to the City’s General Plan, Paseo de Valencia, Alicia Parkway, and Moulton Parkway are major arterials that carry a large volume of regional traffic daily. These roadways also provide connections to Interstate 5 and neighboring jurisdictions such as Mission Viejo and Laguna Niguel. As a result, the KOA team will coordinate with surrounding jurisdictions and relevant transportation agencies.

KOA understands that the City seeks to develop a citywide Safety Action Plan that will enhance roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries. This effort will ensure that the recommendations outlined in the Laguna Hills Citywide Safety Action Plan (LHCSAP) will be eligible for funding through the Highway Safety Improvement Program (HSIP) and other state, regional, and federal grant funding programs.

- KOA is best positioned to assist the City with this effort due to the following:
- 1. Having prepared over 40 safety plans, including SSAR, LRSP, and SS4As for the jurisdictions in Southern California and having an understanding and knowledge of the local mobility issues through our work with southern Orange County local agencies, KOA is intimately familiar with issues, needs, and methods to address problem areas.
 - 2. As a team that blends planning expertise with engineering know-how, KOA’s diverse team of experts can provide the City with a comprehensive assessment of transportation safety issues while outlining the most appropriate solutions. Our team possesses industry-leading mapping and quantitative analysis capabilities that will allow us to develop a complete assessment of Citywide safety concerns and areas of priority. Our team of registered civil and traffic engineers will ensure that



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recommended treatments are constructable and implementable. This combination has been proven to be successful with numerous other jurisdictions, as we have been at the forefront of recommending, funding, implementing, and constructing transportation infrastructure improvement projects. We intend to do the same with the City of Laguna Hills.

3. KOA has several innovative tools at its disposal to facilitate public engagement and to quickly and efficiently update any collision analysis, diagrams, and other features. This includes:
 - a. Using ArcGIS Story Maps to prepare dynamic web pages that display GIS and collision data in an easy-to-grasp manner
 - b. Articulate 360, a platform that allows us to embed videos, pop-up diagrams, and other features that make it easy for the general public to review
 - c. Collision analysis and visualization tools like Tableau and proprietary collision tools that allow us to efficiently review and map data

KOA is excited to partner with the City of Laguna Hills and will assist you in conducting engagement, creating a new set of projects, and prioritizing safety needs to ensure a safer and more pleasant environment for residents, businesses, and visitors.

PROJECT MANAGEMENT STRUCTURE

The Laguna Hills Citywide Safety Action Plan (LHCSAP) will be led by Monica Paderanga, KOA's designated Project Manager. She will be the primary point of contact and will oversee all task leaders and support staff throughout the project. She will ensure that the project is meeting all timeline deliverables and that there is coordination between the task leaders and support staff, as outlined in our team's organizational chart. She will be supported by Frank Barrera, RSP1, as Project Advisor, and Michael Nilsson, AICP CTP, KOA's designated Principal-in-Charge. Michael and Frank will provide general project oversight and deal with any contractual issues with City Staff, ensuring that task deliverables are error-free, on time, and on budget. Michael and Frank will have regular check-ins with Monica to oversee how production is progressing; if there are any potential issues that need to be dealt with; and develop remedies and contingencies, as needed. With both the Project Advisor and Principal-in-Charge experienced in the development of SS4A Safety Action Plans, Frank and Michael will coordinate with Monica on any administrative tasks, such as meeting agendas,

minutes, timelines, and budgeting. KOA's project manager will coordinate with the task leaders at a more granular level to ensure that specific tasks and subtasks are being completed. She will also work with support staff to ensure that any methods and project-level assumptions are in line with project goals and expectations for the City.

Monica will also be supported by Carlos Velasquez, the team's Quality Assurance/Quality Control manager and Walter Okitsu, KOA's Engineering task leader for project countermeasure development and implementation. Carlos and Walter bring decades of successful completion of roadway safety planning projects. Carlos will focus on QA/QC of any deliverables to ensure that there is consistency, clarity, and accuracy throughout the LHCSAP. As an additional layer of oversight, Walter will collaborate with Monica to ensure the deliverables of planning tasks contain best practices in roadway safety and are context-sensitive to the City of Laguna Hills. As a founding member of KOA, Walter's decades of experience in the industry and his Level 1 and 2 certifications as a Road Safety Professional will be valuable to the overall project.

All task leaders will coordinate with Monica to ensure that there is inter-task coordination and optimal production at all levels. The task leaders will oversee their individual support staff and will communicate with City staff on an as-needed basis.

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APPROACH AND SCOPE OF WORK
TASK 1: PROJECT MANAGEMENT AND
COORDINATION

TASK 1.1 KICK-OFF MEETING

Upon receiving the authorization to proceed, the KOA team will organize and lead a kick-off meeting with the City project manager to initiate the project. This meeting serves as the first step for the formal development of the City of Laguna Hills Citywide Safety Action Plan (LHCSAP).

The kick-off meeting will establish an understanding of expectations and a path towards successful project execution. We will discuss the project background, goals, schedule, involved agencies, and key stakeholders for future involvement. This meeting will also establish the City’s project vision, goals, objectives, and potential challenges; as well as identify key project outcomes to ensure that expectations and deliverables are well-defined.

In addition, the team will establish staff communication, coordination protocol, progress reporting, invoicing, and meeting frequency. In advance of the kick-off meeting, the KOA team will prepare and circulate a draft agenda and incorporate any feedback/comments two days before the scheduled meetings. KOA will also prepare a Data Needs Request Memorandum that lists major items needed to advance the project. These major items include the latest GIS data and key planning documents for background review, a list of known key stakeholders, a capital improvement project list and plans, and the development of any other active transportation policies or campaigns led by or involving the City. After the kick-off meeting, key action items will be identified, and the project schedule will be revised (if needed).

Task 1.1 Deliverables

- Set up kick-off meeting, meeting agenda and minutes, revised project schedule
- Data Needs List

TASK 1.2 PROJECT MANAGER MEETINGS

KOA will set up and organize monthly virtual or City on-site meetings with the City’s project manager over the project’s duration to discuss project progress and milestones and to outline major decision points. KOA will draft agendas and make them available prior to the meeting. Meeting minutes with action items outlined will be distributed following the meetings. They will provide an opportunity to ensure that project milestones are being met, methodologies to project deliverables are discussed,

and draft elements/concepts have been reviewed and approved. Additionally, should any issues arise, KOA’s project manager will communicate with the City staff to ensure that they are dealt with in a proactive and timely manner. Any potential risks and challenges will also be identified during the coordination meetings with solutions discussed to ensure project success.

Task 1.2 Deliverables

- Set up monthly Project Coordination meetings
- Meeting agendas and minutes

TASK 1.3 GENERAL PROJECT MANAGEMENT
SCHEDULE

As noted earlier, KOA will revisit the project schedule during the kick-off meeting. The schedule will be shared with the City and will be reviewed monthly to ensure that major milestones are being met. A draft schedule is provided at the end of this section.

MONTHLY INVOICING AND PROGRESS REPORTS

KOA will provide monthly reports and invoices to the City of Laguna Hills in accordance with City protocols as well as USDOT Safe Streets and Roads for All (SS4A) invoicing and reporting methodologies. The invoices and progress reports will document current work efforts, items completed in the previous month, and upcoming work tasks and assignments anticipated in future months.

COMMUNICATION

KOA’s Project Manager will maintain ongoing communication with the City’s Project Manager and the rest of the project team. The monthly meetings will provide a great opportunity to ensure that the project is meeting milestones and methodology, and that draft elements/concepts have been reviewed and approved. Additionally, should any issues arise, KOA’s Project Manager will communicate with the City team to ensure that they are dealt with in a proactive and timely manner.

QUALITY CONTROL

As with any KOA deliverable, our team ensures that the products provided to our clients are of the utmost quality. As such, we will ensure that any deliverable undergoes a thorough review process and that several senior-level staff members review the products prior to submittal. Should any issues arise, KOA will ensure that all corrections are made, and issues are addressed.

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Task 1.3 Deliverables

- Monthly progress reports and invoices
- Maintain ongoing communication with City team
- Ensure deliverables undergo a comprehensive review by senior-level staff members within KOA prior to submittal

Task 2.1 Deliverables

- Technical memorandum that includes information on data collected through field reviews, records research, and existing traffic studies

TASK 2 – DATA ANALYSIS &
RECOMMENDATIONS
TASK 2.1 RESEARCH

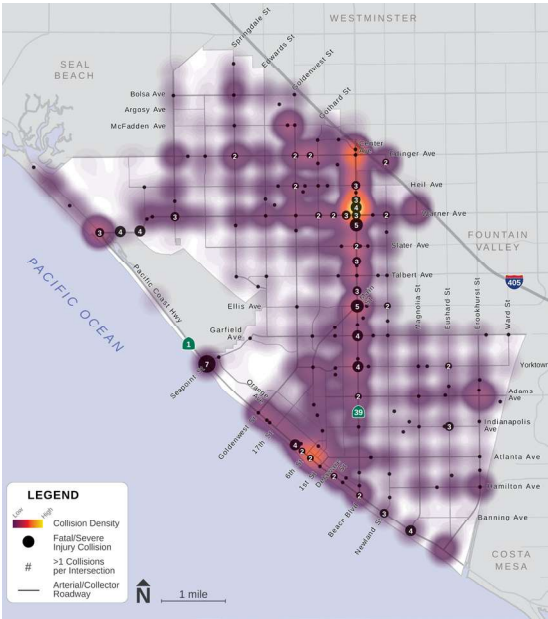
KOA will conduct a records research to obtain any information and data related to the City’s roadway characteristics, speed limits, roadway traffic volume, intersection control, bicycle/pedestrian/vehicle conflict zones, streetlights, and any additional data made available. As a result, KOA will work closely with the City to obtain average daily traffic (ADT) volumes and intersection turning movement counts from the City’s database or recent studies, such as the Engineering and Traffic Survey, traffic impact studies, and other such studies.

In addition, KOA will conduct field reviews and coordinate with City staff to obtain available documents that include, but are not limited to, suggested school routes, truck routes, planned/current roadway Capital Improvement Projects (CIP), and other studies or adopted master plans of consideration when identifying safety measures for appropriate application.

TASK 2.2 CRASH ANALYSIS

KOA will obtain the most recent and available five years of collision data from available sources such as the Statewide Integrated Traffic Records System (SWITRS), the Transportation Injury Mapping System (TIMS), Office of Traffic Safety (OTS), and any available local Laguna Hills Police Services data to develop a written crash analysis report with collision diagrams summarizing the number of and location of fatal, injury (severe, visible, complaint of pain), and property damage collisions. Our team has extensive experience working with various databases and the interrelation among attributes. In addition, KOA will reference supplemental information from City records such as a complaint database, police reports, and citation tickets, if available.

Through the collision data analysis, KOA will identify prominent collision patterns, which will include a combination of collision type, location type (signals vs. mid-block), Primary Collision Factors (PCFs), involved parties, movements preceding the collisions, lighting conditions, and others. KOA will also identify trends related to shifts in crash type and contributing factors.



School Collisions Map, San Bernardino LRSP, KOA

SECTION 5 | PROJECT UNDERSTANDING, OVERVIEW AND APPROACH



KOA will rank the intersections and roadway segments within the project study area by collision frequency and Equivalent Property Damage Only (EPDO) scores, which generally reflect an order of magnitude difference between the societal costs of fatal and severe injury crashes versus non-severe injury crashes. This practice helps our team identify prioritized locations for field review. The goal is to identify high crash concentration locations and similar intersections that may not have the same crash history but share similar risk factors. These findings will be used to inform recommendations for consideration by the Stakeholder Working Group (SWG) and for inclusion within the Laguna Hills Citywide Safety Action Plan (LHCSAP).

Using the KOA in-house VBA-enabled Excel Workbook Collision Analysis Tool and 5-year SWITRS data gives us a snapshot of the recent crash history by looking at the data in various ways. Figure 1 illustrates the homepage of the KOA in-house collision tool developed to quickly and efficiently analyze collision factors, trends, hot spot locations, and various other factors that help develop the emphasis areas for in-depth analysis.

Task 2.2 Deliverables

- Summary of the collision analysis findings included in the draft and final Plan

TASK 2.3 ENGINEERING RECOMMENDATIONS

Based on information gathered during our crash analysis (Task 2.2) and stakeholder and community engagement (Task 3), KOA will develop recommendations to address the most common crash types and the clustering of crashes along specific corridors within the City for both intersection and midblock conditions. KOA will work closely with its engineering staff to determine infrastructure solutions using the latest Local Roadway Safety Manual so that countermeasures are identified with crash reduction factors (CRF) to help mitigate specific collision types. These findings will help position the City to pursue future Highway Safety Improvement Program (HSIP) grant funding.

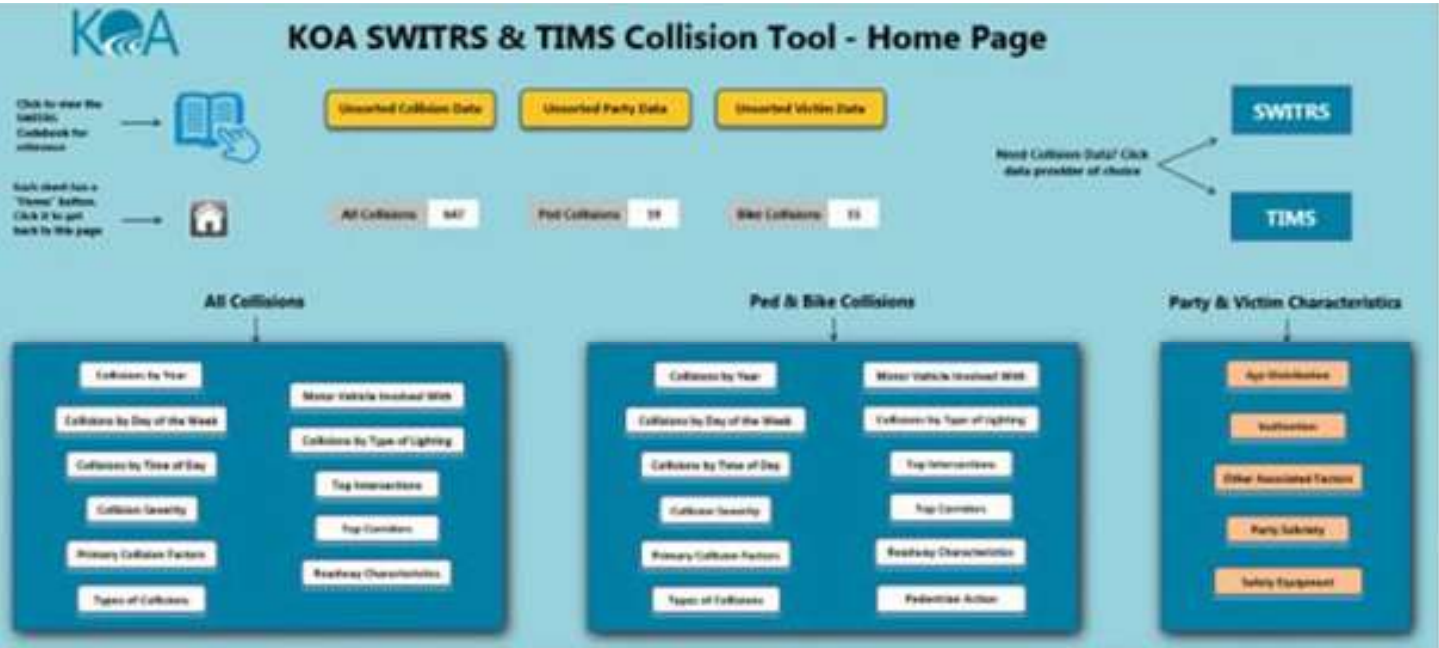
Task 2.3 Deliverables

- Summary of the identified engineering recommendations

TASK 2.4 NON-INFRASTRUCTURE RECOMMENDATIONS

In this task, the KOA team will review several City-related documents that include but are not limited to the:

- Laguna Hills General Plan
- Laguna Hills Urban Village Specific Plan
- California Strategic Highway Safety Plan (SHSP)
- Caltrans Local Roadway Safety Manual
- Caltrans Standard Plans (current version)
- FHWA Systemic Safety Project Selection Tool



School Collisions Map, San Bernardino LRSP, KOA

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Reviewing these documents and their influence on transportation safety will help identify opportunities to create, update, or expand policies or programs that will help improve safety in Laguna Hills. This will culminate in a series of non-infrastructure strategies such as policies or programs that improve education, enforcement, informational resources, emergency responses, and emerging technologies that may contribute to enhancing roadway safety within the City.

Task 2.4 Deliverables

- Summary of non-infrastructure recommendations

TASK 3 – STAKEHOLDER AND COMMUNITY ENGAGEMENT

Involving diverse stakeholders, including residents, local businesses, and community groups ensures that a comprehensive range of perspectives is considered in the development of the project. KOA will lead the stakeholder and community engagement tasks, with coordination with City staff. The team will identify key stakeholders and organize public and Stakeholder Working Group (SWG) meetings. Anticipated stakeholders may include Saddleback Valley Unified School District (SVUSD) and local school representatives, Laguna Hills Police Services, transit operators (Orange County Transportation Authority), community organizations, local businesses, and community members residing within the city.

TASK 3.1 COMMUNITY ENGAGEMENT PLAN

KOA will develop a Community Engagement Plan (CEP) for the project which will outline engagement goals, identify key stakeholders, and discuss strategies to engage the public, local organizations, and other entities. The CEP shall include digital/online engagement methods to solicit feedback from the community, with a focus on identifying the diverse transportation needs of users.

The CEP shall also discuss several engagement methods, such as surveys, a project webpage, social media, and community events based on the City's preference. Included within the CEP is a draft engagement schedule, and meeting formats for each Stakeholder Working Group (SWG) meeting and Community Workshop. An initial draft of the CEP will be submitted to the City and SWG for review and comment, with KOA making revisions to the final CEP based on the feedback provided.

Task 3.1 Deliverables

- Community Engagement Plan

TASK 3.2 STAKEHOLDER LIST

KOA, in coordination with City staff, will create a stakeholder list of local schools, businesses, homeowner's associations, and community groups that should be informed about the outreach effort. This list will be utilized to announce information about the project that is available for review, share online surveys on the project webpage, and allow interested stakeholders to provide a comment or ask questions related to the project.

The list will consist of e-mail addresses and phone number information for each stakeholder. The stakeholder list can be expanded and modified as the outreach effort progresses. KOA shall also create a project email address that will be monitored to respond to stakeholder and community member questions/comments, with guidance from City staff.

Task 3.2 Deliverables

- Stakeholder List

TASK 3.3 STAKEHOLDER WORKING GROUP (SWG) MEETINGS AND COMMUNITY WORKSHOP
STAKEHOLDER WORKING GROUP (SWG) MEETINGS

KOA will organize logistics and facilitate up to three (3) virtual Stakeholder Working Group (SWG) meetings throughout the project's duration. Key stakeholders shall include local businesses and residents, Orange County Transportation Authority (OCTA), Laguna Hills Emergency Services (Orange County Fire Authority and Orange County Sheriff's Department), Saddleback Valley Unified School District (SVUSD), Memorial Saddleback Medical Center, Caltrans, as well as relevant advocacy and community groups promoting active transportation, public health, and safety. In addition, KOA will focus on transportation needs for seniors and may coordinate with the OC Older Adults Advisory Commission, Orange County Office on Aging, and the Florence Sylvester Senior Center. Involving a wide range of key stakeholders is helpful for the development of the Laguna Hills Citywide Safety Action Plan (LHCSAP) to ensure that the five safety focus areas (5 E's: Engineering, Enforcement, Education, Emergency Response, Emerging Technologies, and Equity) are represented.

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COMMUNITY WORKSHOP

KOA will lead the preparation and facilitation of up to one (1) Community Workshop, with the final number of Community Workshops to be determined by the City. The Community Workshop will be an opportunity for residents, community members, local businesses, and other stakeholders to learn more about the Laguna Hills Citywide Safety Action Plan (LHCSAP) and provide their feedback on potential recommendations. To maximize community participation, the Community Workshop will be held during evening hours to ensure that stakeholders have an opportunity to attend. The Community Workshop will be held in-person or virtually at the discretion of the City.

Task 3.3 Deliverables

- SWG Meetings and Community Workshop
 - » Up to three (3) SWG meetings
 - » One (1) Community Workshop, with a second optional meeting to be conducted if needed
 - » Up to four (4) meeting summaries, with one following each meeting

TAKS 3.4: PROJECT WEBPAGE

KOA shall develop a project webpage to provide a resource that includes, but is not limited to, project description and background, including goals and objectives; project milestones; and space to provide information about the project and gather community feedback. KOA shall be responsible for updating the project webpage as approved by the City. The project webpage may be provided on the City’s existing website or serve as a stand-alone website. Upon the close of the project, KOA shall deactivate the website.

Task 3.4 Deliverables

- Project Webpage

TASK 3.5 GENERAL PROJECT SURVEY

A general project survey will be developed and administered by the KOA team. An electronic and paper version will be made available upon request. The electronic survey will be accessible through the project webpage and paper versions will be distributed during in-person public and Stakeholder Working Group meetings. The KOA team will work with City staff to provide a link to the survey on the City’s website. Upon the completion of the survey effort, KOA will analyze the survey results and present the conclusions to stakeholders and project team members. Conclusions drawn from the surveys will be considered when identifying project recommendations.

Task 3.5 Deliverables

- General Project Survey

TASK 3.6 ONLINE MAPPING TOOL

KOA will develop an online mapping tool using ArcGIS to collect location-specific feedback from the public and Stakeholder Working Group members. This tool will help identify certain issues in key areas and assist the team in developing recommendations that will enhance safety throughout the City.

Task 3.6 Deliverables

- Online Mapping Tool

TASK 3.7 OUTREACH MATERIALS (FLYERS AND FACT SHEET)

KOA, in coordination with City staff, will develop collateral materials to support engagement efforts and enhance feedback collection. This will include creating project flyers, a fact sheet, and other printed materials as needed. All outreach materials will be made available through the project webpage. Physical copies of outreach materials may also be distributed at in-person public and Stakeholder Working Group meetings.

Task 3.7 Deliverables

- Outreach Materials
 - » One (1) Project Fact Sheet
 - » Up to four (4) flyers, with one for each Community Workshop and Stakeholder Working Group meetings

TASK 3.8 SOCIAL MEDIA

KOA will create social media graphics and content to help increase project awareness within the community. Social media graphics and content will be used for posting on the City’s Instagram, X, Facebook, and other online platforms. Posts will include information on how to get involved with the project, details about the upcoming Community Workshop, and updates on the project’s progress. Social media posts may also be shared with local schools located throughout the City for posting on their platforms, including Peachjar.

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Task 3.8 Deliverables

- Social Media
 - » Up to four (4) social media graphics with content for posting to enhance project awareness in the community

TASK 3.9 ENGAGEMENT SUMMARY

KOA will develop a summary of the outreach activities conducted and the feedback received which will be included within the Final Laguna Hills Citywide Safety Action Plan. Information will be presented in an easy-to-read format by including infographics, images, and tables that summarize the collected input.

Task 3.9 Deliverables

- Engagement Summary

TASK 4 – STRATEGY AND PROJECT SELECTIONS
TASK 4.1 EVALUATION METRICS

The KOA team will work with the City and Stakeholder Working Group (SWG) members to identify evaluation metrics that will help the project team and stakeholders identify projects for implementation. Projects may be selected using the following metrics that include but are not limited to: priorities identified by the community and SWG, funding availability, collision information, and proximity to key destinations such as schools, employment centers, parks, and shopping/dining establishments.

Task 4.1 Deliverables

- Evaluation Metrics

TASK 4.2 STRATEGIES AND COUNTERMEASURES

Using the results of Tasks 2, 3, and 4.1, the KOA team will provide a well-defined set of multidisciplinary strategies to support the countermeasures and recommendations in the Laguna Hills Citywide Safety Action Plan (LHCSAP). Countermeasures may be implemented at the site level, as well as systemically across the city’s roadway network. Furthermore, the strategies selected will seek to address the identified high crash areas, high crash severity areas, and crash trends prominent citywide and focus on a Safe System Approach recognized by the United States Department of Transportation (U.S. DOT).

Task 4.2 Deliverables

- Strategies and Countermeasures

TASK 4.3 IMPLEMENTATION MATRIX

In addition, KOA will create an implementation matrix that includes a list of strategies, and countermeasures for up to five (5) high-crash and/or high-risk locations, with funding sources. The implementation matrix will also include the approximate costs, project phasing and timeline, and identify the lead implementer and potential partner agencies.

Task 4.3 Deliverables

- Implementation Matrix
 - » Potential grant funding sources
 - » Project phasing
 - » Preliminary project scopes and budgets
 - » Next Steps

TASK 5 – DEVELOPMENT OF FINAL LHCSAP
TASK 5.1 DRAFT SAFETY ACTION PLAN

KOA will document and compile all deliverables that were reviewed, analyzed, created, and designed from Tasks 2-4 and prepare the Draft Laguna Hills Safety Action Plan (LHCSAP). This document will include a comprehensive safety vision, with a focus on action for strategic implementation of projects identified for the Baseline Street study corridor. It will also include concept designs on the identified infrastructure improvements developed from the various analyses and stakeholder/community engagement feedback.

The Draft LHCSAP will be submitted to the City for review before the last stakeholder and community engagement event to receive feedback on the Plan.

Task 5.1 Deliverables

- Draft Safety Action Plan
 - » Executive Summary
 - » Draft City Council Report and Exhibits

TASK 5.2 FINAL SAFETY ACTION PLAN

Upon receipt of comments by stakeholders, staff, and City staff, KOA will develop the Final Plan.

The Safety Action Plan will be developed to satisfy the eight components of the SS4A Safety Action Plan as

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described in USDOT's Self Certification Checklist for SS4A Action Plan compliance as described in the scope of work section of the City's Request for Proposals. The Plan will include information on methodology, project selection, prioritization, cost estimates, concept designs, and funding sources to implement project recommendations, and a timeline for implementation.

Task 5.2 Deliverables

- Final Safety Action Plan – Signed and stamped by a current California-registered Civil and/or Traffic Engineer

INNOVATIVE OR ADVANCED TECHNIQUES

The list below describes a number of innovative tools/ methodologies that KOA has created or utilized in completing similar projects:

1. KOA Collision Tool: An Excel-based tool that was developed by KOA to process and compile both SWITS and TIMS collision data locally and regionally. This can also be used with Crossroads data. This tool converts raw collision attributes into meaningful statistics and identifies top collision intersections and roadways. This tool is used on Local Roadway Safety Plans (LRSP), SS4A Action Plans and is highlighted in this proposal.
2. In-House Active Transportation Network Selection Model: KOA has developed an automated network selection model that utilizes an array of existing conditions datasets to select high-priority transit, bicycle, and pedestrian corridors. The purpose of these tools is to use a data-driven approach when recommending improvements. We have used this tool for active transportation plans.
3. ArcGIS Hub: ArcGIS hub is an easy-to-configure cloud platform that organizes people, data, and tools to accomplish project initiatives and goals. We have used this tool for many types of planning projects. KOA used ArcGIS Hub as a project website for Ontario ATP which can be found at this link – <https://tinyurl.com/md9wmy3h>
4. Rise 360 (by Articulate): A web app that is used as an e-learning public outreach tool. The creation of a web-based learning module allows online users to learn more about project history and background, interactively preview preliminary improvement concepts, and submit feedback on proposed recommendations. This web app is of high value in times when public outreach is constrained (COVID-19). KOA developed one for the Garden Grove Active Downtown Plan to acquire feedback about specific project treatments, and showcasing project updates and considerations.
5. ArcGIS StoryMaps: Story authoring web-based application that enables the user to bridge a narrative or story with multimedia content such as videos, photos, or maps. StoryMaps are dynamic and intuitive and allow the user to harness the full potential of a story. KOA has used StoryMaps for interviews and project presentations. Here is an example of one we created for Riverside – <https://tinyurl.com/54pn9nha>
6. Bicycle Level of Traffic Stress (LTS) and Pedestrian Level of Comfort (LOC): One of the transportation industry's best practices for analyzing the comfort and connectivity of bicycle and pedestrian networks. KOA has built upon traditional industry standards and developed their own LTS/LOC methodologies, analyzing a multitude of existing conditions datasets (posted speed, number of travel lanes, AADT, roadway classification, bicycle facilities, sidewalk presence). This model is applied at both the segment and census block level.
7. Intersection Pedestrian Level of Comfort Analysis (ILOC): An in-house tool/methodology developed by KOA – a point-based model of pedestrian and user experience within and along formal crosswalks or crossing designations. Pairs nicely with pedestrian LOC because it looks at the intersection in conjunction with the segment.
8. Use of GoToMeeting, Microsoft Teams, and Other Platforms for Presentations: These programs are used to host various project workshops, outreach meetings, project progress meetings, and other communications when a face-to-face meeting is not possible.

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LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN														
PROJECT SCHEDULE	2025									2026				
	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		JAN	FEB	MAR	APR	MAY
1 PROJECT MANAGEMENT AND COORDINATION														
1.1 KICK-OFF MEETING														
1.2 PROJECT MANGER MEETINGS														
1.3 GENERAL PROJECT MANAGEMENT														
2 DATA ANALYSIS & RECOMMENDATIONS														
2.1 RESEARCH														
2.2 CRASH ANALYSIS														
2.3 ENGINEERING RECOMMENDATIONS														
2.4 NON-INFRASTRUCTURE RECOMMENDATIONS														
3 STAKEHOLDER AND COMMUNITY ENGAGEMENT														
3.1 COMMUNITY ENGAGEMENT PLAN														
3.2 STAKEHOLDER LIST														
3.3 STAKEHOLDER WORKING GROUP (SWG) MEETINGS AND COMMUNITY WORKSHOP (CW)														
3.4 PROJECT WEBPAGE														
3.5 GENERAL PROJECT SURVEY														
3.6 ONLINE MAPPING TOOL														
3.7 OUTREACH MATERIALS (FLYERS AND FACT SHEET)														
3.8 SOCIAL MEDIA														
3.9 ENAGEMENT SUMMARY														
4 STRATEGY AND PROJECT SELECTIONS														
4.1 EVALUATION METRICS														
4.2 STRATEGIES AND COUNTERMEASURES														
4.3 IMPLEMENTATION MATRIX														
5 DEVELOPMENT OF FINAL LHCSAP														
5.1 DRAFT SAFETY ACTION PLAN														
5.2 FINAL SAFETY ACTION PLAN														
Task In-Progress														
Client Review/Deliverables Submission														



SECTION 6 | COMMUNICATION PLAN

The KOA team will establish staff communication protocol at the start of the project. Recurring monthly meetings will be scheduled by our team to meet with the City’s project manager to discuss the project’s progress. KOA’s Project Manager and Project Advisor will maintain ongoing email communication with the City’s project team to ensure that the project is moving forward. Additionally, monthly progress reports will provide deliverables that have been completed as well as items that are in progress. More details can be found in the Scope of Work under Task 1: Project Management and Coordination.

SECTION 7 | NON-COLLUSION AFFIDAVIT

City of Laguna Hills LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 8th day of April, 2025, at Orange, California.



Signature of Authorized Representative

Michael Nilsson, AICP, CTP

Name of Authorized Representative

Principal, Director of Planning

Title of Authorized Representative



SECTION 8 | COMPLIANCE WITH INSURANCE REQUIREMENTS

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

ATTACHMENT 2

CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: KOA Corporation
Name (Please Print or Type)

By: Principal, Director of Planning
Consultant’s Signature & Title

Date: April 8, 2025

This executed form must be submitted with proposal.

SECTION 9 | CERTIFICATION OF PROPOSAL

City of Laguna Hills LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;
- H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.



SECTION 9 | CERTIFICATION OF PROPOSAL

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

I) The proposal shall be valid for 180 days from the date of submittal to the City.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 8th day of April, 2025, at Orange, California.

Name of Proposer: KOA Corporation

By: Michael Nilsson
(Authorized Signature)

Type Name: Michael Nilsson, AICP, CTP

Title: Principal, Director of Planning

Date: April 8, 2025



UPDATED FEE PROPOSAL FOR
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN
CITY OF LAGUNA HILLS
X24906 | MAY 20, 2025

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EXHIBIT “B”

**CITY OF LAGUNA HILLS REQUEST FOR PROPOSALS / PROJECT
SPECIFICATIONS AND SCOPE OF SERVICES**

**CITY’S REQUEST FOR TRAFFIC ENGINEERING CONSULTING SERVICES
TO DEVELOP THE LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN IN
COMPLIANCE WITH ALL FHWA PROGRAM REQUIREMENTS
AND IN COMPLIANCE WITH CITY’S SS4A GRANT AGREEMENT**

DATED: FEBRUARY 26, 2025

REQUEST FOR PROPOSALS (RFP)
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN



CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653
(949) 707-2651

RFP Dates

Request for Proposals Issued:	February 26, 2025
Written Question Deadline:	March 20, 2025 at 5:00 p.m.
Questions Answered/Addenda Issued:	March 27, 2025 by 5:00 p.m.
Proposal Submittal Deadline:	April 8, 2025 at 4:00 p.m.
Interviews to be held on:	TBD, if requested
Proposed Effective Date of Professional Services Agreement:	May 1, 2025

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- SECTION II - PROPOSAL RESPONSE REQUIREMENTS** **Page 11**

- SECTION III - PROPOSAL EVALUATION AND SELECTION** **Page 16**

SECTION IV - SCOPE OF SERVICES **Page 17**

SECTION V – SCHEDULE OF COMPENSATION/FEES **Page 22**

ATTACHMENT 1 – **Page 23**
NON-COLLUSION AFFIDAVIT

ATTACHMENT 2 – **Page 24**
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH
INSURANCE REQUIREMENTS

ATTACHMENT 3 – **Page 25**
CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

ATTACHMENT 4 – **Page 27**
SAMPLE PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 5 – **Page 51**
FEDERAL SS4A GRANT PROVISIONS

1. Laguna Hills SS4A Grant Agreement
2. SS4A NOFO
3. FHWA SS4A Grant General Terms and Conditions (U.S. DOT)

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

February 26, 2025

SUBJECT: LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

Dear Proposers:

You are invited to respond to this Request for Proposal to provide professional consulting services for Laguna Hills Citywide Safety Action Plan (LHCSAP).

The following pages detail the Scope of Services to be provided and the submission requirements.

The City intends to enter into an exclusive Professional Services Agreement to fulfill the City's needs.

To be considered responsive, proposers must submit a written proposal in accordance with the requirements, specifications, conditions and provisions described in the attached RFP.

PROPOSALS ARE DUE BEFORE
4:00 P.M. on April 8, 2025

If you have any questions regarding this RFP, please contact me at (949) 707-2651 or via email at james@lagunahillsca.gov.

Thank you for your interest.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Ames", with a stylized flourish at the end.

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

SECTION I INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A: Introduction and Overview

The City of Laguna Hills Public Works Department invites qualified engineering firms (Consultant) to submit proposals for the development of the Laguna Hills Citywide Safety Action Plan (LHCSAP). The City has been awarded \$200,000 through the Safe Streets and Roads for All (SS4A) grant program from the U.S. Department of Transportation for the preparation of this comprehensive safety action plan. The total available funds for this project are \$250,000.

The purpose of the Laguna Hills Citywide Safety Action Plan (LHCSAP) is to enhance roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries. This will be achieved through the development and implementation of a robust safety action plan focused on all roadway users, including Pedestrians, Bicyclists, Public transportation users, Motorists, and Commercial vehicle operators

The development of the plan will rely on a comprehensive approach at a minimum shall include:

1. **Statistical Data Analysis:** Utilizing collision data and traffic patterns to identify high-risk areas and trends.
2. **Research/Field Reviews:** Conducting on-site assessments to evaluate existing roadway conditions and identify potential improvements. Research includes reviewing City policies and procedures that support the community's transportation safety.
3. **Community Outreach:** Engaging businesses, residents, including seniors and other stakeholders, to gather input on safety concerns, identify priority areas, and foster community support for proposed solutions.

The plan will identify, recommend, and prioritize projects and strategies with a defined implementation program aimed at achieving these goals and aligns with federal and state initiatives to achieve zero roadway fatalities. The completed plan shall provide documentation to serve as a critical tool in applying for future infrastructure project grants. Information regarding the Scope of Services can be found in Section IV.

B: Proposed Schedule

The proposed RFP schedule is listed on the cover page of this RFP. The proposed project scope of work to develop the Laguna Hills Citywide Safety Plan is assumed to not exceed 9 to 12 months upon award.

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

C: Instructions to Proposers and Procedures for Submittal

One printed original (marked original), two (2) printed copies (marked copy) and one (1) electronic copy on Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked **Laguna Hills Citywide Safety Action Plan** and submitted only to the following address:

**City of Laguna Hills
Attention: Joe Ames, Public Works Director
24035 El Toro Road
Laguna Hills, CA 92653**

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified.

Postmarks will not be accepted in lieu of actual delivery.

No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified.

The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals.

Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City.

Late proposals will not be accepted and will be returned to the Proposer unopened.

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

D: General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers during its review and evaluation of proposals submitted for consideration.

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

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Proposer shall provide a current power of attorney, articles of incorporation, or other instrument confirming the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award of contract, if any, will be made in accordance with Section 3-08.150 (Professional services contracts) of the Laguna Hills Municipal Code (LHMC) which reads in relevant part as follows:

"A. The informal and formal bidding procedures contained in this chapter shall not apply to contracts for professional services. Rather, to secure professional services, the city shall utilize a request for proposals procedure, the method and details of which shall be promulgated by the City Manager in the form of administrative regulations. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is fifty thousand dollars (\$50,000.00) or less. Any contract for professional services having a total contract amount of greater than fifty thousand dollars (\$50,000.00) shall be awarded by the City Council....

C. Notwithstanding any provision in this chapter to the contrary, selection by the city for professional services in areas including but not limited to private architectural, landscape architectural, engineering, environmental, land surveying, construction project management, management and administration, financial, accounting, auditing, actuarial, economics, and/or development and planning, which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise, training, or unique skills gained by formal studies or experience, shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

the basis of cost.... In accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant, or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required.”

An Evaluation Committee will be established by the City. The City shall not be obligated to accept the lowest priced proposal but, if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation for proposals at any time.

CANCELLATION OF TASKS. If a professional services agreement is awarded for the work described in this RFP, the City will authorize work on a Task Order basis. Task Orders may be issued in any sequence. The City is not obligated to issue a Task Order for all tasks listed in the Scope of Work and expressly reserves the right to cancel tasks.

CONFLICT OF INTEREST. By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals (“Agreement”) no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

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C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

COSTS. The City is not liable for any costs incurred by proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among Proposers, the City May refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Affidavit provided as **Attachment 1** of this request for proposal.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, shall be made only by formal written addendum issued by the City. Accordingly, in order to ensure that all proposers have access to the same information, the City will use the following procedure to respond to inquiries:

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

- All questions or requests for interpretations shall be made in writing and delivered to Joe Ames, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653, or via email at james@lagunahillsca.gov by the date specified on the cover page of this RFP.
- Staff will issue, as needed, addenda to the RFP, including a list of all written questions received and responses thereto, on the City's website and via email to the RFP distribution list, and all proposers who have advised the City that they have a set of RFP documents, by the date specified on the cover page of this RFP.

The requesting party is responsible for prompt delivery of any requests. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NON-DISCRIMINATION. Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive professional services agreement and the City reserves the right to enter into agreements with other firms or consultants for the services listed in this RFP.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until finalists are selected to present proposals to the City Council or a recommendation for award is made to the City Council, whichever comes first.

OFFERS OF MORE THAN ONE PRICE. Proposers are not allowed to submit more than one proposal.

City of Laguna Hills
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OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. It is the responsibility of each Proposer to clearly identify any and all information contained within the proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible; all other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

REJECTION OF PROPOSAL. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals and Scope of Services and all conditions may become part of the Agreement between the City of Laguna Hills and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of 180 days from the due date and may be extended by written authorization from the Proposer.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw proposals only by written request received by the City's project manager before the Proposal Submittal Deadline.

End of Section, continued to next page.

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

One printed original (marked original), two (2) printed copies (marked copy) and one (1) electronic copy on Flash Drive (will not be returned) and one (1) sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked **Laguna Hills Citywide Safety Action Plan** and submitted only to the following address:

**City of Laguna Hills
Attention: Joe Ames, Public Works Director
24035 El Toro Road
Laguna Hills, CA 92653**

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Limit the Proposal to 30 pages (not including City required forms).

All proposals shall be submitted on standard 8.5" by 11" paper and secured in binder clips only (no notebooks or covers to be submitted). Font shall be no less than 10 point. All pages should be numbered and identified sequentially by section matching the format of this RFP.

Response items must be indexed in the following order with individual tabs:

A. Cover Letter:

Proposal must be accompanied by a cover letter signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

B. Company Data:

Please submit the following information for the Proposer:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Scope of work
 - Client or agency name
 - Project description
 - Project manager
 - Estimated cost of construction, if any
 - Size of project
10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
12. Financial interests in other lines of business.
13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

14. Termination of Contract “For Cause” History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager within the last 5 years only that was terminated for

cause or which required completion by another party. Describe the reasons for termination, the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner’s position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

C. Resumes and Qualifications of Personnel:

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the professional services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account (i.e. Principal and/or Project Manager). Proposer shall also include the number and type of additional support personnel who will be providing services.

Minimum Resume Contents:

- Name, Position: Include length of time with this firm in the current position and any other positions held within the firm.
- Education: Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person’s functional job duties.
- Summary of Experience: In chronological order, most recent date first, summarize experience as it relates to the proposed Scope of Work. Please include a listing of all projects with a brief description of each. Additional detail and information may be requested of finalists.
- Professional Memberships/Registrations/Licensure/Certifications: Separately, please include a complete list of all previous and current clients.

D: Organizational Chart:

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. It is the City’s requirement that key personnel identified in the Organizational Chart remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the agreement that are outside of the consulting firm’s control or if the City requests such change.

City of Laguna Hills
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E: References:

Proposer must provide three (3) PUBLIC AGENCY references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of agency, name of contact person, telephone number of contact person, and description of services provided.

F: Project Understanding, Overview and Approach:

- Understanding: Proposer must clearly demonstrate in this section an understanding of the tasks outlined in Section IV of this Request for Proposals.
- Approach: Proposer must include in this section its detailed approach to providing those services described in Section IV of this RFP (including all optional tasks) that the Proposer proposes to provide.
- Proposer must identify the services proposed to be provided in response to the Scope of Services. Proposer must note any services not provided by the Proposer.
- Project Management: The City's Public Works Director will serve as a dedicated project manager that will act as the single point of contact and as the contract officer for these services. Proposals should describe the Proposer's approach to project management which ensures coordination with the City's contract officer and a commitment to the project schedule.
- Proposer shall list any resources, City assistance or other items expected to be provided by City in connection with the delivery of these services.
- Proposer may additionally itemize those services which are further recommended or optionally provided but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES.
- Project Controls: Describe the Proposer's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- Quality Control/Quality Assurance (QA/QC): Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring accuracy and an overall high quality of work.

G: Communication Plan:

Proposer must describe the method(s) of communication and how frequently the firm proposes to keep City staff informed of their progress on any given tasks.

H: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format as outlined in Section V. The Compensation shall be submitted in a separate sealed envelope containing the Fee Proposal.

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I: Non-Collusion Affidavit

Proposer is required to sign and submit the *Non-Collusion Affidavit* in Attachment 1.

J: Compliance with Insurance Requirements

Proposer is required to sign and submit the *Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Services* in Attachment 2. Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage (Attachment 2) set forth in the *Sample Draft Professional Services Agreement* (Attachment 4) prior to execution of the contract.

K: Certification of Proposal:

Proposer is required to sign and submit the *Certification of Proposal* in Attachment 3.

End of Section, continue to next page.

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LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Manager and will evaluate all proposals received in accordance with Section 3-08.150 of the LHMC. The City reserves the right to establish criteria and weight factors. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

1. Experience of the firm, particularly of staff assigned to provide the requested services
2. Demonstrated understanding of the service needs outlined in this RFP
3. Successful delivery of similar services
4. Location of firm and availability of staff assigned to City
5. Quality of references
6. Content, quality, completeness and form of submitted proposal
7. Interviews
8. Proposed cost of services (considered after selection of best qualified firms).

Following evaluation of written proposals, the Committee may hold interviews with the most qualified respondents. The City intends to enter into a multi-year Professional Services Agreement to fulfill the City's needs.

End of Section, continue to next page.

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SECTION IV

SCOPE OF SERVICES

A. PROJECT SCOPE OF WORK

Task 1 Project Management and Coordination

This task includes the general project management and administration functions such as regular communication with City staff, coordination with project stakeholders and project meetings.

Project Management: The consultant Project Manager (PM) will communicate directly with the City PM and manage the project team for project delivery. Project management includes but is not limited to maintenance and adherence to a project schedule, delivery of monthly invoices, and progress reports for use by the City for grant funding reporting and reimbursement. The project schedule will be reviewed regularly to ensure key milestones are met.

Project Manager Meetings: Monthly PM status meetings via a videoconference link or City on-site meetings. The videoconference is recommended to allow for a screenshare opportunity where meeting notes are recorded in real-time to document discussion and establish clear action items. Participation in the monthly PM status meetings is anticipated to include the City designated PM and the consultant PM. The proposed project duration is 9-12 months.

Project Kickoff Meeting: Consultant will organize and facilitate a kickoff meeting with the City staff to discuss the project background, goals, schedule, involved agencies, and key stakeholders for future involvement. The kickoff meeting will confirm the City's project vision, goals, objectives, and potential challenges; as well as identify key project outcomes to ensure that expectations and deliverables are well defined for project success. The kickoff will include review of communication protocol, meeting frequency, progress reporting, scheduling, invoicing, and other relevant project information. A summary of the meeting will be provided with key action items identified.

Deliverables

- Project schedule, monthly invoices, and progress reports.
- Data needed to complete quarterly reports to FHWA

City of Laguna Hills
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Task 2 - Data Analysis & Recommendations

The Consultant shall provide comprehensive research, crash analysis, and the development of both infrastructure and non-infrastructure recommendations. These efforts will culminate in technical memorandums and supporting materials that provide actionable insights for improving roadway safety.

Research: The Consultant will perform a records search to collect any/all data or roadway characteristics available and needed for analysis and conduct field reviews for data or roadway characteristics that are missing or unavailable to gain an understanding of the City's roadway and active transportation network. These include, but are not limited to, roadway volume, roadway cross sections, speed limits, intersection control, bicycle/pedestrian/vehicle conflict zones, suggested routes to school, truck routes, collision, special user areas and streetlights, planned/current roadway Capital improvement projects (CIP), and studies or adopted master plans.

Crash Analysis: Consultant will analyze all transportation crashes within the City for a 5-year period using State of California published Transportation Injury Mapping System (TIMS), Statewide Integrated Traffic Records System (SWITRS) data, Office of traffic Safety (OTS), and any available local Laguna Hills Police Services data to develop a written report crash analysis with collision diagrams summarizing the number and location of fatal, injury (severe, visible, complaint of pain) and property damage collisions. The crash analysis will be filtered by travel mode to determine if clustering is occurring for modes such as motorcycle, bicycle, or pedestrian travel. Other specific items to filter in the crash data are the time of day, gender, and age of those affected in crashes to determine if a specific circumstance has occurred more frequently than expected. Identification of patterns and the related need will inform recommendations for consideration by the Stakeholder Working Group (SWG) and for inclusion in the Laguna Hills Citywide Safety Action Plan (LHCSAP). The data analysis will be included in the final report and key charts and graphics will be developed so that they can be leveraged for future grant funding pursuits.

Engineering Recommendations: The Consultant will develop recommendations to address the most common crash types and the clustering of crashes along specific corridors within the City for both intersection and midblock conditions. Infrastructure solutions need to include countermeasures that identify documented Caltrans/FHWA crash reduction factors (CRF) to mitigate a specific collision type. The inclusion of countermeasures with documented CRFs will benefit the City when pursuing future Highway Safety Improvement Program (HSIP) grant funding.

Non-Infrastructure Recommendations: Consultant will review the City's related planning documents, policies, plans, programs, standards, and institutional alignment with current safety best practices. The City's existing documents to be reviewed include but are not limited to: Laguna Hills General Plan and Specific Plans, California Strategic Highway Safety Plan (SHSP), Caltrans Local Roadway Safety Manual, Caltrans Standard Plans (current edition), and FHWA Systemic Safety Project Selection Tool. This will be

City of Laguna Hills LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

used to identify potential non-infrastructure solutions to address needed policies or programs such as education, enforcement, informational resources, emergency responses, and emerging technologies that might contribute additional resources to local roadway safety. Initial program cost estimates need to be developed. Non-infrastructure solutions will be reviewed with the Stakeholder Working Group (SWG).

Deliverables:

- Technical Memorandums: Crash Analysis, Graphic/Exhibits/Maps summaries of collected data, summary of existing policies, engineering recommendations, and non-infrastructure recommendations

Task 3 Stakeholder & Community Engagement

Multi-disciplinary involvement ensures a dynamic set of solutions for delivery within the community addressing infrastructure and non-infrastructure needs. The consultant shall coordinate up to three Stakeholders Working Group meetings during the development of the plan, either in- person or virtually online at the discretion of the City.

The consultant shall also organize and conduct one Community Engagement Plan and Activities with an interactive format to gain insight and input from the City's residents on traffic safety issues.

Stakeholder Working Group (SWG): The Consultant in cooperation with the City shall identify key stakeholders that may include the local residents, businesses, Orange County Transportation Authority (OCTA) for Transit, Laguna Hills Emergency Services (Orange County Fire Authority and Orange County Sheriff's Department) Saddleback Valley Unified School District, Memorial Saddleback Medical Center, Caltrans, as well as advocacy and community groups promoting bicycling, pedestrian, public health and safety with an additional focus on senior transportation options/needs. The selection of project stakeholders varies for each community but should provide representatives with coverage for the State Highway Safety Plan (SHSP) five safety focus areas (5 E's), and the addition of Equity:

- Engineering: Apply effective and/or innovative countermeasures.
- Enforcement: Enforce actions that reduce high-risk behaviors.
- Education: Educate all road users on safe behaviors.
- Emergency Response: Improve emergency response times and actions.
- Emerging Technologies: Apply emerging technologies to roadway, vehicle, and user.
- Equity: Promote fairness in mobility and accessibility to meet the needs of all community members.

It is important that the project stakeholders consider each of the safety focus areas to develop a robust set of recommendations customized to the needs of the community.

City of Laguna Hills LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

Stakeholder Working Group Meetings: Consultant will conduct the following SWG meetings and a Community Workshop to advance development of the LHCSAP:

- Meeting #1: Introductory meeting to define a LHCSAP, explain the process, explore the safety focus areas, explore likely outcomes, and discuss opportunities to secure funding for actions.
- Meeting #2: Meeting to document need based on findings of crash analysis and highlight trends in types of collisions and clustering of collisions within the City. The safety focus areas will be reviewed to gain consensus on approach. This meeting will be utilized to develop measurable strategies to address the documented need.
- Meeting #3: Meeting to review draft recommendations based on the data findings and preliminary SWG feedback. The SWG will provide input on criteria to prioritize the strategies and verify the action items and next steps are acceptable to the SWG.

Community Workshop: Consultant will develop a Community Workshop plan outlining specific activities to solicit feedback from the entire community with a focus on identifying diverse needs of users. While local residents may not be identified as underserved or disadvantaged, a large senior population and the employees and many visitors from Orange County and Southern California would benefit from safe travel and affordable transportation options within the City.

Consultant will prepare a Draft CEP for City staff and SWG review and comment. Based on comments received, the consultant will revise the Draft CEP and provide a Final CEP for implementation. The Consultant will complete community engagement activities as outlined in the Final approved CEP.

Deliverables

- SWG Membership (list and invitations to participate); SWG meetings (presentations, content, materials for three (3) meetings)
- Community Engagement Plan (technical memorandum).

Task 4 Strategy and Project Selections

Consultant will provide a well-defined set of action items, estimated budget, phasing, and funding recommendations considering local funding availability and potential grant programs such as the Federal, State, and Regional funding programs. The strategy will identify the next steps for advancing the LHCSAP recommendations and actions to implementation. The list of actions will outline the priority next steps, with approximate cost, funding opportunities, lead implementer, partner agencies, and timeline. The next steps will follow the SMART criteria representing Specific, Measurable, Achievable, Relevant, and Timebound.

Deliverables

- Project scopes, budgets, phasing, potential grant funding, and Next Steps Summary (technical memorandum).

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Task 5 Development of Final LHCSAP

Draft Report: Consultant will prepare a Draft LHCSAP for City staff review and comment including Planning Commission approval/recommendation. The Draft CSAP will include a summary of input received during the SWG Meetings and community engagement activities (CEP), outline the process for data analysis and development of project recommendations and present the proposed fact sheets. The LHCSAP will include next steps and recommendations to evaluate outcomes and monitor implementation of action items. The LHCSAP will develop a customized set and prioritized list of specific projects and recommendations with responsibilities addressing the following E's (engineering, education, enforcement, encouragement, evaluation, emergency response, emerging technologies, equity,).

Final Report: Based on a consolidated set of City-provided comments and comments received from the SWG, the consultant will revise the Draft LHCSAP and provide a Final LHCSAP for adoption by the City Council. The final LHCSAP must be signed and stamped by a current California-registered Civil and/or Traffic Engineer.

Deliverables

- Draft LHCSAP; Final LHCSAP with an Executive Summary.
- Draft City Council Report and Exhibits

End of Section, continue to next page.

City of Laguna Hills
LAGUNA HILLS CITYWIDE SAFETY ACTION PLAN

SECTION V
SCHEDULE OF COMPENSATION/FEEES

Compensation will be provided in accordance with Section 2 of the Sample Professional Agreement (Attachment 4). Compensation will be made at the fees and schedule contained in the Proposer's Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Proposer and City.

In order to facilitate comparison of proposals, the City requires all compensation proposals to be submitted in the format below based on the tasks and sub tasks as noted in the Scope of Services above.

The Proposer shall provide a cost proposal in a tabular format by task (to be listed by row) with the following items (to listed by column)

1. Staff title, level, name;
2. Hourly rate;
3. Anticipated staff hours

Include subtotals by task and a projected total cost for the entire proposal.

An example is shown below:

Cost Proposal					
Service Provider	Person 1 Name	Person 2 Name	Person 3 Name	Person 4 Name	Projected Subtotals
Title	Project Manager	Principal	Technician	Administrative Assistant	
Billing Rate	\$190	\$155	\$135	\$95	
Task A:	1	3	30	10	\$5,655
Task B:	1	2	20	5	\$3,675
Projected Totals	2	5	50	15	\$9,330

If awarded a contract by the City, the City expects that the fees, rates, and/or unit prices set forth in Consultant's Proposal shall remain fixed and unchanged.

End of Section, continue to next page.



CITY OF LAGUNA HILLS

March 25, 2025

SUBJECT: Addendum No. 1 to RFP for Laguna Hills Citywide Safety Action Plan

To All Consultants:

This Addendum No. 1 is being issued for the subject RFP. Listed below are the questions received by the City (as of March 20, 2025 at 5:00 p.m.) and the City's responses:

Questions and Responses to RFP:

1. Can the requirement for hardcopy proposals be waived?

Response: No. We are worried that e-mails will be caught in the City's e-mail filtering software, and we do not want to be responsible for downloading documents from a portal especially if it requires a username and password. Plus, we don't want to be printing out and stapling hardcopies for the review panel.

2. Can the requirement for wet signatures be waived?

Response: Yes. You may use electronic signatures on documents.

3. Will the City allow changes to the sample Professional Services Agreement upon request?

Response: No. Sections or text in the Agreement that the consultant believes are "non-applicable" items, such as any prevailing wage requirements, will remain in the contract but will not apply if the work conducted does not trigger such requirements.

4. Will the City adjust the insurance requirements indicated in the sample Professional Services Agreement upon request?

Response: No.

5. Please clarify what can be excluded from the proposal page counts.

Response: The following items may be excluded from the proposal page counts:

- Front and back cover pages;
- Tabular or dividing pages;
- Table of contents and indexes;
- City required forms/attachments (as the RFP already stated) which may be placed behind separate tabular or dividing pages;
- Lists of clients and contracts requested (see separate question and answer regarding this item);

March 25, 2025

Addendum No. 1 to RFP for Laguna Hills Citywide Safety Action Plan

Page 2

- **Resumes:** This may now be excluded from the page count to alleviate the many concerns we've received from proposers regarding how to include all the required information in 30 pages; and
- Compensation/payment schedule (fee proposal): The compensation/payment schedule (fee proposal) is to be submitted in a separate, sealed envelope as described in the RFP, so this would not count toward the page count.

6. Can Proposer's limit their response to item B.9 to a selection of comparable contracts from the past five years instead of all?

Response: We would like a list of all; however, you need not provide all of the information requested. You can provide just the following items:

- Year started and completed
- Scope of Work, or Title of Project if the contract is specific to a Project
- Client or Agency Name
- Project Manager

7. Does the City expect all subconsultants to complete the Non-Collusion Affidavit, Compliance with Insurance Requirements, or Certification of Proposal?

Response: No.

8. On page 11, the instructions say not to use notebooks or covers. Will a cover page be allowed before the cover letter?

Response: Yes.

9. Does the City expect all subconsultants to provide the information under Section B (Company Data) or should that information be just for the prime consultant?

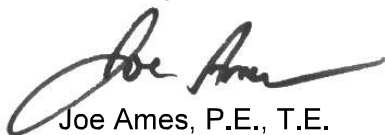
Response: Just the prime consultant.

10. Regarding the org chart, "...include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal." What is meant by "management contacts?" What type of information does this entail?

Response: The organizational chart should include all personnel working directly on the project as well as the project manager. Names and titles should be included for everyone.

The deadline has now passed for questions on this RFP.

Sincerely,



Joe Ames, P.E., T.E.
Assistant City Manager

EXHIBIT “C”

CITY’S SS4A GRANT AGREEMENT

UNDER THE FISCAL YEAR 2023

SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM (SS4A)

WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION’S

FEDERAL HIGHWAY ADMINISTRATION (FHWA)

1. Federal Award No.

693JJ32540334
2. Effective Date

See No. 16 Below
3. Assistance Listings No.

20.939
4. Award To

CITY OF LAGUNA HILLS

24035 El Toro RD

Laguna Hills, California

92653-3103, United States
5. Sponsoring Office

U.S. Department of Transportation

Federal Highway Administration

Office of Safety

1200 New Jersey Avenue, SE

HSSA-1, Mail Drop E71-117

Washington, DC 20590

Unique Entity Id.: VLC8GAPU9KF4
TIN No.: 33-0490460

6. Period of Performance

Effective Date of Award – 24 months
7. Total Amount

Federal Share: \$200,000

Recipient Share: \$50,000

Other Federal Funds: \$0

Other Funds: \$0

Total: \$250,000
8. Type of Agreement

Grant
9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. Procurement Request No.

HSA240347PR
11. Federal Funds Obligated

\$200,000
12. Submit Payment Requests To

See Article 5.
14. Accounting and Appropriations Data

15X0173E50.0000.055SR10500.5592000000.41010.61006600
13. Description of the Project:

Development of a Laguna Hills Citywide Action Plan to identify needed local street and transportation safety improvements.

RECIPIENT

15. Signature of Person Authorized to Sign



12/11/24

Signature

Date

Name: Jarad Hildenbrand

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

JESSICA QUINN PRUTZ

Digitally signed by JESSICA QUINN PRUTZ
Date: 2024.12.18 09:17:11 -08'00'

Signature

Date

Name: Jessica Prutz

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Laguna Hills (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Laguna Hills Citywide Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Laguna Hills Citywide Safety Action Plan

Application Date: 07/10/2023

2.2 Award Amount.

SS4A Grant Amount: \$200,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project’s Statement of Work.

The *Laguna Hills Citywide Safety Action Plan* will identify methods to reduce and prevent serious injuries and fatalities on the local roads. It will use data and observations to identify, analyze, and prioritize the best solutions for improving transportation safety for all users - drivers, transit riders, cyclists, and pedestrians. It will also address any specific traffic safety issues of the designated disadvantaged area.

The project will be completed in one phase as follows:

Base Phase: Pre-NEPA: Action Plan

3.2 Project’s Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	June 5, 2024
Planned Draft Plan Completion Date:	November 3, 2025
Planned Final Plan Completion Date:	January 3, 2026
Planned Final Plan Adoption Date:	February 1, 2026
Planned SS4A Final Report Date:	December 1, 2026

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$200,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$50,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$250,000

ARTICLE 4
RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Mr. Joe Ames, P.E.
Public Works Director/City Engineer
City of Laguna Hills
24035 El Toro Road, Laguna Hills, CA 92653-3103
(949) 707-2655
james@lagunahillsca.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Willam Zimmerman, P.E. (714)799-1700 ext 100 wgzimmerman@wgze.com	Project Manager W.G. Zimmerman Engineering (WGZE)
Shirley Land (949)933-3561 shirley@landcmgroup.com	Assistant Project Manager Subconsultant (WGZE)
Jarad Hildenbrand (949) 707-2615 jhildenbrand@lagunahillsca.gov	City Manager City of Laguna Hills
Eric Hendrickson (949) 707-2623 ehendrickson@lagunahillsca.gov	Finance Director City of Laguna Hills
Julie Comella (949) 707-2651 jcomella@lagunahillsca.gov	Administrative Assistant City of Laguna Hills

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Elissa Konove
Division Administrator – California
Agreement Officer's Representative (AOR)
Federal Highway Administration
650 Capitol Mall, Suite 4-100
Sacramento, California
916-498-5001
hdaca@dot.gov

and

Daniel Hawk
Local Programs Manager
California Division
Federal Highway Administration
650 Capitol Mall, Suite 4-100
Sacramento, California
916-498-5849
daniel.hawk@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the

Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Laguna Hills
Baseline Measurement Date: April 6, 2025
Baseline Report Date: January 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project.
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project.
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation.
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation.
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities.
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. **Supporting Narrative.**

The City of Laguna Hills complies with the California Public Contract Code (PCC) and other related policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure equity in the overall delivery and implementation of a city project. The City’s purchasing policies in 3-08.100 Best Qualified Vendor that is race neutral and the Professional Services Agreement includes a Non-discrimination Clause and Statement of Compliance.

Specific to the SS4A Action Plan process, the scope of work for the Laguna Hills Citywide Action Plan will include engagement, collaboration, and equity considerations. The City will identify key stakeholder groups to actively participate in the planning process, ensuring that diverse perspectives, including those of the elderly community and others with specific mobility needs, are represented in the SS4A program. The funded Laguna Hills Citywide Action Plan will provide a thorough assessment of transportation needs, enabling Laguna Hills to implement strategies that enhance equitable access and address social and environmental challenges impacting disadvantaged communities. This inclusive approach is designed to foster a safer, more accessible environment for all residents.

ATTACHMENT D**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS****1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions.
X	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions.
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions.
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities.
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand.
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions.
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both.
	The Project supports the installation of electric vehicle charging stations.
	The Project promotes energy efficiency.
	The Project serves the renewable energy supply chain.
	The Project improves disaster preparedness and resiliency.
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity.
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm.
	The Project supports or incorporates the construction of energy- and location-efficient buildings.
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both.
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The City of Laguna Hills has proactively integrated climate change resilience and environmental justice principles into its General Plan, which guides ongoing and future projects, including the forthcoming Citywide Safety Action Plan. Recognizing that 13% of the City's population resides in disadvantaged census tracts with a 69% environmental burden index, Laguna Hills has adopted policies under its Conservation and Open Space Element (July 14, 2009) that prioritize low-impact development, water conservation, and emissions reduction, particularly benefiting high-need areas.

In collaboration with regional agencies like OCTA, SCAG, and Caltrans, the City actively aligns its mobility and safety initiatives with state and federal climate goals. These adopted policies support the Citywide Safety Action Plan's objectives by providing a framework that emphasizes equitable access, safer streets, and sustainable transportation, ensuring that future infrastructure improvements address both environmental and social equity needs.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards.
X	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project.
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project.
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project.
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs.
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking.
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups.
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: - affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; - proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; - no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; - efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; - training on anti-harassment and third-party reporting procedures covering employees and contractors; and - maintaining robust anti-retaliation measures covering employees and contractors.
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards.
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Laguna Hills is committed to meeting the requirements of the SS4A grant program and supports the creation of good-paying jobs that uphold workers' rights and high labor standards. These values are

reflected in the adopted Laguna Hills City Employees Association Memorandum of Understanding (July 1, 2023), which establishes policies supporting these goals. The City also participates in the Disadvantaged Business Enterprise (DBE) program and is dedicated to fostering a diverse and inclusive workforce. Additionally, the City's Municipal Code (Section 3-08.040) prioritizes local businesses in procurement where other factors are equal, further supporting the local economy and workforce.

BILLING CODE 4910-9X**DEPARTMENT OF TRANSPORTATION****Office of the Secretary of Transportation****DOT-OST-2023-0048****USDOT FY23 Safe Streets and Roads for All Funding**

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

SUMMARY: The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2023 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.¹

DATES: Applications must be submitted by 5:00 PM EDT on Monday, July 10, 2023. Late applications will not be accepted.

ADDRESSES: Applications must be submitted via Valid Eval, an online submission proposal system used by USDOT, at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup for Implementation Grant applicants, and https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup for Planning and Demonstration Grants. Customer support for Valid Eval can be reached at support@valideval.com.

FOR FURTHER CONTACT INFORMATION: Please contact the SS4A grant program staff via email at SS4A@dot.gov, or call Paul Teicher at 202-366-4114. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on DOT's website at <https://www.transportation.gov/grants/SS4A>. The deadline to submit technical questions is June 16, 2023. The NOFO is listed under opportunity number DOT-SS4A-FY23-01 at [grants.gov](https://www.transportation.gov/grants).

SUPPLEMENTARY INFORMATION: Each section of this notice contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

Section	Content
N/A	Summary Information
A	Program Description
B	Federal Award Information
C	Eligibility Information
D	Application and Submission Information
E	Application Review Information
F	Federal Award Administration Information
G	Federal Awarding Agency Contacts

¹The term "pedestrians" is inclusive of all users of the pedestrian infrastructure, including persons with disabilities.

Section	Content
H	Other Information

Section A (Program Description) describes the Department’s goals and purpose in making awards, and Section E (Application Review Information) describes how the Department will select from eligible applications. To support applicants through the process, the Department will provide technical assistance and resources at <https://www.transportation.gov/grants/SS4A>.

DEFINITIONS

Term	Definition
Applicant’s Jurisdiction(s)	The U.S. Census tract/tracts where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, all of the relevant Census tracts for the jurisdictions covered by the application should be included.
Complete Streets	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, personal conveyance and micromobility users, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles. ²
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as an Action Plan) is aimed at preventing roadway fatalities and serious injuries in a locality or region or on Tribal land. This can be either a plan developed with a Planning and Demonstration Grant, or a previously developed plan that is substantially similar and meets the eligibility requirements (e.g., a Vision Zero plan or similar plan). See Table 1 for a detailed description.
Equity	The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
High-Injury Network	Identifies the highest concentrations of traffic crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.

² The definition is based on the “Moving to a Complete Streets Design Model: A Report to Congress on Opportunities and Challenges,” <https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-03/Complete%20Streets%20Report%20to%20Congress.pdf>. Also see <https://highways.dot.gov/complete-streets>.

Term	Definition
Micromobility	Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances. ³
Personal Conveyance	A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling (e.g., a wheelchair). ⁴
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Rural	For the purposes of this NOFO, jurisdictions outside an Urban Area (UA) or located within Urban Areas with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at https://www2.census.gov/geo/docs/reference/ua/2020_Census_ua_list_all.xlsx .
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. ^{5,6}

³ Source: FHWA, Public Roads Magazine, Spring 2021, “Micromobility: A Travel Innovation.” Publication Number: FHWA-HRT-21-003

⁴ <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251>, see page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.

⁵ See: <https://www.transportation.gov/NRSS/SafeSystem>

⁶ Safety culture can be defined as the shared values, actions, and behaviors that demonstrate a commitment to safety over competing goals and demands.

Term	Definition
Underserved Community	An underserved community as defined for this NOFO is consistent with the Office of Management and Budget (OMB) and DOT definitions of a disadvantaged community designation, which includes any Tribal land; any territory or possession of the United States; or U.S. Census tracts identified in one of the following tools (may only select one option to identify underserved communities): • The interim USDOT Equitable Transportation Community Explorer (ETCE) https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/Applicant-Explorer/ • Any subsequent iterations of the ETCE released during the NOFO period; or • The Climate and Economic Justice Screening Tool (CEJST) to identify disadvantaged communities https://screeningtool.geoplatform.gov/ Funds to underserved communities are spent in, and provide benefits to, underserved communities.

A. Program Description

1. Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the Department of Transportation for FY 2023 for the SS4A grant program. This NOFO solicits applications for activities to be funded under the SS4A grant program. The FY 2023 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

The FY 2023 NOFO incorporates lessons learned from the FY 2022 NOFO, and substantively differs in a few ways:

- Applications are submitted through Valid Eval instead of Grants.gov. The application structure for the key information table and other application submission details has been standardized through Valid Eval.
- Updated the definition of an underserved community, with different tools to determine whether a U.S. Census tract is an underserved community.
- Planning and Demonstration Grants replaced Action Plan Grants from FY 2022, with a number of substantive changes throughout the NOFO:
 - Section A further clarifies eligible planning and demonstration activities;
 - Section B.3 changed the expected minimum and maximum award range to \$100,000 to \$10 million;
 - Section B.4 has a longer expected period of performance under certain circumstances;

- Section C.3 has changed eligibility requirements and allows applicants currently developing a comprehensive safety action plan to request additional funding for planning and demonstration; and
- Section E has a revised selection criteria requirement for the “Additional Safety Context” narrative, which is now expected to be between 1 and 2 pages.
- Implementation Grants had the following substantive changes:
 - Section B.3 changed the expected minimum and maximum award range to \$2.5 million to \$25 million;
 - Section E selection criteria were refined, and a fifth selection criterion specifically for applicants who bundle planning and supplemental planning was added; and
 - Section E award selection considerations were expanded to include rural areas, whether the applicant is identified as a priority community within the Federal Thriving Communities Network, requests less than \$10 million, and selections that support diversity amongst the award recipients, in addition to project readiness and percent of funds to underserved communities.

2. Grant Options and Deliverables

The SS4A program provides funding for two main types of grants: **Planning and Demonstration Grants** for comprehensive safety action plans, including supplemental safety planning, and/or safety demonstration activities; and **Implementation Grants**. Planning and Demonstration Grants are used to develop, complete, or supplement a comprehensive safety action plan, as well as carry out demonstration activities that inform an Action Plan. Implementation Grants are used to implement strategies or projects that are consistent with an existing Action Plan and may also bundle funding requests for supplemental planning and demonstration activities that inform an Action Plan. To apply for an Implementation Grant, an eligible applicant must have a qualifying Action Plan; see Section C for what constitutes a qualifying Action Plan. Applicants for Implementation Grants can self-certify that they have one or more plans in place by June 2023 that together are substantially similar to and meet the eligibility requirements for an Action Plan.

i. Planning and Demonstration Grants

Planning and Demonstration Grants have three different types of activities:

- a) Develop an Action Plan;
- b) Conduct supplemental safety planning to enhance an Action Plan; and
- c) Carry out demonstration activities to inform the development of, or an update to, an Action Plan.

The three different types of activities under Planning and Demonstration Grants can either be bundled together into one application, or an applicant may choose to request funding for only one of the activities. Applicants may only apply for a single grant type, but both grant types have the option to include Planning and Demonstration projects under them. The development of, or updates to, an Action Plan must be the intended end result of each supplemental planning and demonstration activity. Further information on which activities can be bundled together are described in Section C.3.i.

a) Action Plan

An Action Plan is the foundation of the SS4A grant program. Grants for Action Plans provide Federal funds to eligible applicants to develop, complete, or enhance an Action Plan.

The primary deliverable is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities.

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, metropolitan planning organization [MPO], Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, pedestrians, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics, and structural issues). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.
Equity Considerations	Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.
Policy and Process Changes	Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

Component	Description
Strategy and Project Selections	Identification of a comprehensive set of projects and strategies—shaped by data, the best available evidence and noteworthy practices, and stakeholder input and equity considerations—that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated. Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

Applicants requesting funds to develop an Action Plan may also request funding for supplemental planning and demonstration activities subsequently described in Section A.2.i.b and A.2.i.c below. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

b) Supplemental Planning

Supplemental action plan activities support or enhance an existing Action Plan. To only fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan; have a plan that is substantially similar and meets the eligibility requirements for having an existing plan; or be in the process of completing an Action Plan described in Table 1. Examples of supplemental planning include:

- Topical safety sub-plans focused on topics such as speed management, vulnerable road users, accessibility for individuals with disabilities, Americans with Disabilities Act of 1990 (ADA) transition plans, health equity, safety-focused Intelligent Transportation System implementation, lighting, or other relevant safety topics
- Road safety audits
- Additional safety analysis and expanded data collection and evaluation using integrated data
- Targeted equity assessments
- Required supplemental planning as a condition to receiving an Implementation Grant award as described in Section A.2.ii:
 - Updating Action Plans finalized and last updated in 2020 or earlier
 - Broadening the road user focus to include all road users
 - Updating plan components laid out in Table 1 and missing in an eligible plan
- Follow-up stakeholder engagement and collaboration
- Reporting on the progress from Action Plan implementation for transparency
- Other roadway safety planning activities that enhance an Action Plan

The final deliverable for supplemental planning is a written product that connects to, and enhances, an Action Plan. Final products shall be made publicly available. Additional information on supplemental planning is located at <https://www.transportation.gov/grants/SS4A>.

c) *Demonstration Activities*

Demonstration activities inform an Action Plan by testing proposed project and strategy approaches to determine their potential benefits and future scope; demonstration activities are temporary. Demonstration activities must measure potential benefits through data collection and evaluation and inform an Action Plan's list of selected projects and strategies and their future implementation. To receive funds only for demonstration activities through the SS4A program, an applicant must have an existing Action Plan, have a plan that is substantially similar and meets the eligibility requirements for having an existing plan, or be in the process of completing an Action Plan described in Table 1. Demonstration activities could include:

- Feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., use of paint and plastic delineator posts to experiment with impermanent roadway design changes, use of removable barriers to re-allocate roadway space).
- Various MUTCD Engineering Studies that further safety applications of the MUTCD (e.g., evaluating warrants for traffic signal installation, high-visibility crosswalk markings, bike lane treatments, etc.).
- Pilot programs for behavioral or operational activities that include at least one element of the Safe System Approach (e.g., test out a new education campaign's messaging at a small scale, trial changes to how Emergency Medical Services respond to crashes).
- Pilot programs that demonstrate safety benefits of technologies not yet adopted in the community (e.g., variable speed limits, technology for adaptive signal timing, adaptive lighting, Intelligent Transportation Systems, vehicle-to-infrastructure technology, etc.).⁷ Eligible technologies must be commercially available and at a prototype or advanced technological readiness level.⁸

Demonstration activities and pilot programs must inform Action Plans through small-scale tests with finite trial periods intended to gauge potential project and strategy effectiveness that will lead to project and strategy selection at a systemic level. The final deliverable is an assessment of the demonstration activities and an updated Action Plan that incorporates the information gathered from the demonstration activities into the Action Plan's list of projects or strategies and/or informs another part of the Action Plan. DOT intends to prioritize demonstration activities that are set up within 18 months (e.g., quick-builds on the roadway, pilot project established).

ii. *Implementation Grants*

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund supplemental planning and demonstration activities as described in Section A.2.i, as well as planning, design, and development activities for projects and strategies identified in an Action Plan. DOT encourages Implementation Grant applicants to include supplemental planning and demonstration activities in their application. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. If applicants do not have an existing Action Plan, they should apply for Planning and Demonstration Grants and **NOT** Implementation Grants.

The Action Plan components may be contained within several plans. DOT requires applicants who have an Action Plan that is missing components required in Table 1 but still have a substantially similar plan based on the Self-Certification Eligibility Worksheet outlined in Section C to update an Action Plan to contain all components in a Comprehensive Safety Action Plan as outlined in Table 1. Updating an existing Plan to address missing components is a condition to receive Implementation Grant funding, and applicants applying for Implementation Grants can request to use SS4A supplemental planning funds to update an existing Action Plan to conform with all the components in Table 1. Additional information on eligibility requirements and eligible activities is in Section C below.

⁷ Eligible vehicle-to-infrastructure demonstrations use interoperable vehicle-to-infrastructure (V2X) communications capabilities using 4G LTE cellular V2X (C-V2X) technology in the 5.905 – 5.925 GHz spectrum frequency band to enable safety applications for public fleet vehicles.

⁸ The corresponding level would be "Development," level 7 Prototype demonstrated in operational environment. See <https://www.fhwa.dot.gov/publications/research/ear/17047/17047.pdf>.

3. SS4A Grant Priorities

This section discusses priorities specific to SS4A and those related to the Department’s overall mission, which are reflected in the selection criteria and NOFO requirements. Successful grant applications will:

- Promote safety to prevent death and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with the Department’s mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; and workforce development, job quality, and wealth creation.⁹

The Department seeks to award Planning and Demonstration Grants based on safety impact, equity, and other safety considerations. For Implementation Grants, DOT seeks to make awards to projects and strategies that save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; consider climate change, sustainability, and economic competitiveness in project and strategy implementation; and will be able to complete the full scope of funded projects and strategies within five years after the establishment of a grant agreement. Additional award consideration will be made for Implementation Grant applicants that have a high percentage of funds that benefit underserved communities, are in rural areas, request less than \$10 million in Federal funds, and/or support geographic diversity amongst the Implementation Grant award recipients. Section D provides more information on the specific measures an application should demonstrate to support these goals.

The SS4A grant program aligns with both Departmental and Biden-Harris Administration activities and priorities. The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths through a Safe System Approach.¹⁰ DOT recognizes that zero is the only acceptable number of deaths on our roads, and SS4A program outcomes align with the NRSS and support the FY 2022-2026 DOT Strategic Plan safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.¹¹ DOT also incentivizes communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction, and operations, and encourages applicants to use a Complete Streets design model on roadways where adjacent land use suggests that trips could be served by varied modes.¹² For applicants seeking to use innovative technologies and strategies, the Department’s Innovation Principles serve as a guide to ensure innovations reduce deaths and serious injuries while committing to the highest standards of safety across technologies.¹³

This NOFO aligns with and considers Departmental policy priorities that have a nexus to roadway safety and grant funding. Consistent with the Department’s implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund applications that address equity and environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards.¹⁴ Additionally, DOT seeks to fund projects that reduce greenhouse gas emissions in the transportation sector, including those that improve safety for low- and zero-emission modes of travel. Applicants should also consider the incorporation of evidence-based

⁹ FY 2022-2026 USDOT Strategic Plan <https://www.transportation.gov/dot-strategic-plan>.

¹⁰ <https://www.transportation.gov/NRSS>.

¹¹ <https://www.transportation.gov/dot-strategic-plan>.

¹² More information on Complete Streets can be found at <https://highways.dot.gov/complete-streets>.

¹³ <https://www.transportation.gov/priorities/innovation/us-dot-innovation-principles>. Released January 6, 2022.

¹⁴ See the definition of an underserved community, which includes Census tracts identified in the OMB CEJST and DOT ETCE tools.

climate resilience measures and features; reduce the lifecycle greenhouse gas emissions from project materials; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities.

Consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the Department seeks to award funds under the SS4A grant program that will create proportional impacts to all populations in a project area, remove transportation related disparities to all populations in a project area, and increase equitable access to project benefits. An important area for DOT's focus is the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly people walking, biking, and rolling in underserved communities. In accordance with the Americans with Disabilities Act of 1990 (ADA), awards focused on infrastructure and demonstration activities must ensure that newly constructed facilities in the public right-of-way are accessible to, and usable by, individuals with disabilities to the extent that it is not structurally impracticable to do so. The ADA also requires that, when an existing facility is altered, the altered facility be made accessible to and usable by individuals with disabilities to the maximum extent feasible (28 CFR 35.151[a] and 35.151[b]). See Section E of this NOFO for climate and equity-related selection criteria and Section F for related award administration requirements.

The Department intends to use the SS4A program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). The Department also intends to use the SS4A program to support wealth creation, consistent with the Department's Equity Action Plan through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

B. Federal Award Information

1. Total Funding Available

The BIL established the SS4A program with \$5,000,000,000 in advanced appropriations in Division J, including \$1,000,000,000 for FY 2023. Additionally, DOT has \$177,213,000 in FY 2022 carryover funds set aside for Planning and Demonstration Grants as well as certain eligible safety planning and demonstrative activities that may be included under an Implementation Grant request. Therefore, this Notice makes available up to \$1,177,213,000 for FY 2023 grants under the SS4A program. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

2. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2023 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement and may not be used as matching funds. All SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds.

3. Award Size and Anticipated Quantity

In FY 2023, DOT expects to award hundreds of Planning and Demonstration Grants and up to one hundred Implementation Grants. The Department reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section A.3. Federal funding requests must be made in whole dollar amounts (no cents).

iii. Planning and Demonstration Grants

For Planning and Demonstration Grants, award amounts will be based on estimated costs, with an expected minimum of \$100,000 and an expected maximum of \$10,000,000 for all applicants. The Department expects larger award amounts for a metropolitan planning organization (MPO), an application comprised of a multijurisdictional group of entities that is regional in scope (e.g., a multijurisdictional group of counties, a council of governments and cities within the same region), or those who are conducting activities in a large geographic area. The Department will consider applications with funding requests under the expected minimum award amount. DOT reserves the right to make Planning and Demonstration Grant awards less than the total amount requested by the applicant.

An application that engages multiple jurisdictions in the same region is encouraged in order to ensure collaboration across multiple jurisdictions and leverage the expertise of agencies with established financial relationships with DOT and knowledge of Federal grant administration requirements. For applicants developing a new Action Plan, the application may propose the development of a single Action Plan covering all jurisdictions, several plans for individual jurisdictions, or a system to administer sub-awards to entities within its jurisdiction.

Of the total amount available, DOT anticipates that it will award at least \$250 million for demonstration activities that will inform the development of an Action Plan, as described in Section A.

iv. Implementation Grants

For Implementation Grants, DOT expects the minimum award will be \$2,500,000 and the maximum award will be \$25,000,000. DOT reserves the right to make Implementation Grant awards less than the total amount requested by the applicant.

4. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via a signed grant agreement between the Department and the recipient, as flexibly and expeditiously as possible, within 12 months after awards have been announced. Applicants who have never received Federal funding from DOT before are encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant (which includes State Departments of Transportation and similar State-level entities), eligible applicants are encouraged to separately coordinate with States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of performance for Planning and Demonstration Grant agreements is between 12 months and 5 years, depending on the scope and extent of the grant activities. The period of performance for Planning and Demonstration Grant and Implementation Grant agreements may not exceed five years.

5. Data Collection Requirements

Under BIL, the Department shall post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program.¹⁵ The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, DOT data collections already underway, and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and what works. The Department expects to use the data and outcome information collected before and after evaluations. See Section F for more information about post-award reporting requirements.

¹⁵ BIL specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Ninth Edition* or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for SS4A grants are:

- (1) a metropolitan planning organization (MPO);
- (2) a political subdivision of a State or territory;
- (3) a federally recognized Tribal government; and
- (4) a multijurisdictional group of entities described in any of the aforementioned three types of entities.

A multijurisdictional group of entities described in (4) should identify a lead applicant as the primary point of contact. For the purposes of this NOFO, a **political subdivision of a State** under (2), above, is defined as a unit of government under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State. States are not eligible applicants, but DOT encourages applicants to coordinate with State entities, as appropriate. Eligible MPOs, transit agencies, and multijurisdictional groups of entities with a regional scope are encouraged to support subdivisions of a State such as cities, towns, and counties with smaller populations within their region. The Department strongly encourages applications that involve multijurisdictional partnerships for Planning and Demonstration Grants and for applicants who have never received Federal funding and can apply with entities experienced in executing DOT grants.

An eligible applicant for an Implementation Grant must also meet at least one of these conditions:

- (1) have ownership and/or maintenance responsibilities over a roadway network;
- (2) have safety responsibilities that affect roadways; or
- (3) have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.

For the purposes of this NOFO, an applicant's jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

2. Cost Sharing or Matching

The Federal share of a SS4A grant may not exceed 80 percent of total eligible activity costs. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. Unless otherwise authorized by statute, all matching funds must be from non-Federal sources. Matching funds may include funding from the applicant, or other eligible non-Federal sources. In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Any in-kind contributions used to fulfill the cost-share requirement for both Planning and Demonstration Grants and Implementation Grants must:

- Be in accordance with the cost principles in 2 CFR § 200 Subpart E;
- Include documented evidence of completion within the period of performance; and
- Support the execution of the eligible activities in Section C.4.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis, and at the Department's discretion alternative funding arrangements may be established on a case-by-case basis.

3. Grant Eligibility Requirements

If an applicant is eligible for both a Planning and Demonstration Grant and an Implementation Grant, the applicant may only apply for a Planning and Demonstration Grant or an Implementation Grant, not both. An eligible applicant may only submit one application to the funding opportunity. Implementation Grant applicants may request funds to bundle supplemental planning and demonstration activities as described in Section A.2.i to update an Action Plan, with funds to implement projects and strategies. Planning and Demonstration Grant funding recipients are not precluded from applying for Implementation Grants in future funding rounds. SS4A award recipients from FY 2022 are eligible to apply in FY 2023.

i. Planning and Demonstration Grant Eligibility Requirements

Eligibility requirements are contingent on whether an applicant is requesting funds to develop a new Action Plan, conduct supplemental planning to update an existing Action Plan, and/or carry out demonstration activities to inform the development of or update to an Action Plan. Any applicant that meets the eligibility requirements may apply for a Planning and Demonstration Grant to develop an Action Plan. Applicants applying to develop an Action Plan may also bundle supplemental planning and demonstration activities into their funding request. Applicants with an existing Action Plan may also apply to update their Action Plan. The development of an Action Plan must include all relevant road users and be at a broad, systemic geographic level (e.g., the entire eligible applicant's jurisdiction, and cannot be for a few road segments within a jurisdiction).

If a higher-level jurisdiction (e.g., an MPO or county would be a higher-level jurisdiction for a city or town) has an existing plan in place, or is in the process of completing an Action Plan, an eligible applicant can apply for supplemental planning or demonstration activities without its own plan as long as: 1) the higher-level jurisdiction's Action Plan's geographic boundaries covers the eligible applicant's jurisdiction; 2) the proposed activities are coordinated with the high-level jurisdiction, and the application demonstrates such coordination; and 3) the activities will inform the Action Plan of the higher-level jurisdiction. Duplicative efforts (e.g., requesting funds to develop an Action Plan even though a higher-level jurisdiction already received an FY 2022 award that covers the same area, multiple applicants requesting to carry out the same types of demonstration activities in the same area) will be identified and assessed for merit within the context of other jurisdictions and their planning and demonstration activities. The Department encourages complementary but distinctive activities, including but not limited to demonstration activities that will help inform the development of an Action Plan in an FY 2022 award.

ii. Implementation Grant Eligibility Requirements

To apply for an Implementation Grant, the applicant must certify that they have an existing plan that is substantially similar to an Action Plan. The plan or plans must be uploaded as an attachment to the application or provided as web links to publicly available sites. Applicants should use the [Self-Certification Eligibility Worksheet](#) to determine eligibility.¹⁶ The existing plan must be focused, at least in part, on the roadway network within the applicant's jurisdiction. The components required for an existing plan to be substantially similar to an Action Plan may be found in multiple plans. State-level Action Plans (e.g., a Strategic Highway Safety Plan required in 23 U.S.C. § 148, State Highway Safety Plans required in 23 U.S.C. § 402, Commercial Vehicle Safety Plans required in 49 U.S.C. § 31102, etc.) as well as Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant. If a higher-level jurisdiction (e.g., an MPO, county, etc.) has an existing plan in place that meets the plan eligibility requirements, an eligible applicant covered within the Action Plan's geographic boundaries could apply without its own plan as long as the other eligibility requirements are met.

Further, Implementation Grant applicants who meet any of the following conditions must update their Action Plan during the execution of a grant agreement to align with all the Comprehensive Safety Action Plan components in Table 1 as a condition to receiving SS4A funds:

- Self-Certification Eligibility Worksheet areas that include a “no” response;

¹⁶ <https://www.transportation.gov/grants/ss4a/self-certification-worksheet>.

- Safety focus in the qualifying Action Plan does not include all road users, including pedestrians, bicyclists, and motor vehicle safety; or
- Action Plans last updated more than three years ago (to apply in the first place, applicants must have a plan that was finalized and/or last updated between 2018 and June 2023)

Implementation Grant applicants are encouraged to request supplemental planning funding in their application to complete missing components of an existing plan but may choose to complete such activities without Federal funding.

4. Eligible Activities and Costs

i. Eligible Activities

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible activities for grant funding include the following three elements:

- Developing a comprehensive safety action plan or Action Plan (i.e., the activities in Table 1, as well as the supplemental planning and demonstration activities described in Section A.2);
- Conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
- Carrying out projects and strategies identified in an Action Plan.

For Implementation Grants, activities *must* include element (C) “carrying out projects and strategies identified in an Action Plan,” and *may* include element (B) “conducting planning, design, and development activities for projects and strategies identified in an Action Plan” and/or element (A) “supplemental planning or demonstration activities.” Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Applicants may “bundle” different projects, strategies, supplemental planning, and/or demonstration activities into one Implementation Grant application, even if they address different safety problems or are located in different areas. Examples of eligible Implementation Grant activities are listed on the SS4A website located at <https://www.transportation.gov/grants/SS4A>. The following activities are **not** eligible for element (C) “projects and strategies” nor demonstration activity funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings, etc.) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. New roadway facilities exclusively for non-motorists (e.g., a shared use path) is an eligible activity if the primary purpose is safety related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.
- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

Projects, strategies, and demonstration activities must have equity—the consistent, fair, just, and impartial treatment of all people—at their foundation. This includes traffic enforcement strategies. As part of the Safe

System Approach adopted in the USDOT's National Roadway Safety Strategy, any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. The SS4A program can be used to support safety projects and strategies that address serious safety violations of drivers (e.g., speeding, alcohol and drug-impaired driving, etc.), so long as the proposed strategies are data-driven and demonstrate a process in alignment with goals around community policing and in accordance with Federal civil rights laws and regulations.¹⁷ Funds may not be used, either directly or indirectly, to support or oppose union organizing.

ii. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations (e.g., corridors, intersections, etc.), and the projects and strategies they plan to implement based on their Action Plan or established plan. This should include specific intervention types, address common safety risk characteristics, and be located on the Action Plan's High-Injury Network to the extent practicable. To provide flexibility in the implementation of projects and strategies that involve systemic safety strategies or bundling of similar countermeasures, an applicant may wait to finalize site locations as part of executing the grant agreement, if necessary, upon approval of the Department, and as long as the identified site locations are primarily on the High-Injury Network and designs remain consistent with the intent of the award.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov under opportunity number DOT-SS4A-FY23-01. Applicants must submit their applications via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup for Implementation Grant applicants, and https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup for Planning and Demonstration Grants under the Notice of Funding Opportunity Number cited herein. Potential applicants may also request paper copies of materials at:

Telephone: 202-366-4114
 Mail: U.S. Department of Transportation
 1200 New Jersey Avenue SE
 W84-322
 Washington, DC 20590

2. Content and Form of Application Submission

The Planning and Demonstration Grant, and the Implementation Grant, respectively, have different application submission and supporting document requirements.

i. Planning and Demonstration Grant Application Submissions

The application must include the following: Standard Forms (SF); Key Information Questions; Project Narrative and Summary Budget Narrative. This information must be submitted via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup. More detailed information about each application material is provided below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

- **Standard forms:** All applicants must submit the following Standard Forms: Application for Federal Assistance (SF-424), Budget Information for Non-Construction Programs (SF-424A), Assurances for Non-Construction Programs (SF-424B), and Disclosure of Lobbying Activities (SF-LLL).

¹⁷ For one such example, see <https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>.

- **Key Information Questions:** Below is a preview list of the questions that are asked on USDOT's automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 2: Example Planning and Demonstration Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section D.3 below for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1.
Do you have additional applicants as part of a multijurisdictional group of eligible entities?	List of additional applicants.
Total Applicant Jurisdiction Population	2020 U.S. Census American Community Survey.
Total Applicant Jurisdiction Applicant Census Tract(s)	List of all Census tracts covered by the jurisdiction.
Census Tract(s) of any pilot or demonstration projects (if applicable)	Census tracts where pilot or demonstration projects would take place.
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last five years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2016-2020 data; or if available, 2017-2021 data. NOTE: The 2021 FARS data is expected to be released early in the NOFO period.
Total Average Annual Fatality Rate (per 100,000 population)	The fatality rate calculated using the 5-year annual average from the total count of fatalities based on FARS data, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census ACS population data.
Total Percent of Population in Underserved Communities Census Tract(s)	The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Application Type (select all that apply)	Develop a new Action Plan; Conduct Supplemental Planning to update an Action Plan; Demonstration Activities to inform development of an Action Plan.
Description of Supplemental Planning and Demonstration Activities (if relevant)	See Section A.2.i.
Total Federal Funding Request	Must be a whole number (no cents).
Total Local share/Match	Must be equal to, or greater than, 20% of total project cost.
Total Project Cost	Sum of Total Federal Funding Request and Total Local share/Match.

Title	Instructions
Regional Coordination	Questions on your application in relation to overlapping jurisdictions that received an award in FY 2022 or are applying for a grant in FY 2023.

- **Narrative:** In narrative form, the applicant must respond to the Planning and Demonstration Grant selection criteria described in Section E.1.i to affirm its alignment with SS4A safety considerations and address the criteria. The narrative must be no longer than 2 pages.

For applicants requesting funding for demonstration activities to inform an Action Plan: you must provide a brief schedule showing when the activities will be in place (e.g., hardware installed, when the pilot would begin, etc.), and the start/end dates of the work. If anticipated to be a schedule constraint, applicants should include in the narrative any potential timeline implications of meetings administration requirements in Section F such as domestic preference and any required waivers, the National Environmental Policy Act requirements, as well as any applicable permitting and approval timeframes.

- **Self-Certification Eligibility Worksheet:** If only applying for supplement planning and/or demonstration activities that will inform the update of an existing plan, applications must either demonstrate their existing plan is eligible by attaching the filled out [Self-Certification Eligibility Worksheet](#), or be in the process of developing a comprehensive safety action plan. If applying to develop a new Action Plan, applicants do not need to include the worksheet even if supplemental planning and/or demonstration activities are included.
- **Map:** The applicant must submit a map in a PDF format that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction.
- **Budget:** Applicants are required to provide a brief budget summary and a high-level overview of estimated activity costs, as organized by all major cost elements. Funding sources should be grouped into two categories: Federal Funding share, and non-Federal share funds. The costs or value of in-kind match should also be provided. This budget shall not include any previously incurred expenses, or costs to be incurred before the time of award. DOT requires applicants use SF-424A to provide this information. Additionally, applicants must summarize the amount of funding going towards the three eligible activities for a Planning and Demonstration Grant (developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan).

ii. Implementation Grant Application Submissions

The application must include the following: Standard Forms (SF); Key Information Questions; Project Narrative and Summary Budget Narrative. This information must be submitted via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup. More detailed information about each application material is provided below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

- **Standard forms:** All applicants must submit the following Standard Forms: Application for Federal Assistance (SF-424), Budget Information for Construction Programs (SF-424C), Assurances for Construction Programs (SF-424D), and Disclosure of Lobbying Activities (SF-LLL).
- **Key Information Questions:** This is a preview list of the questions that are asked on USDOT's automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 3: Example Implementation Grant Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section D.3 below for more information about obtaining a UEI from SAM.gov. ¹⁸
Eligible Entity Type	See Section C.1.
Do you have additional applicants as part of a multijurisdictional group of eligible entities?	List of additional applicants.
Total Applicant Jurisdiction Population	2020 U.S. Census American Community Survey.
Total Applicant Jurisdiction Applicant Census Tract(s)	List of all Census tracts covered by the jurisdiction.
Total Applicant Jurisdiction Count of Motor Vehicle-Involved Roadway Fatalities that includes the last five years of data made available in FARS during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2016-2020 data; or if available, 2017-2021 data. NOTE: The 2021 FARS data is expected to be released early in the NOFO period.
Total Jurisdiction Average Annual Fatality Rate (per 100,000 population)	The fatality rate calculated using the 5-year annual average from the total count of fatalities based on FARS data, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census ACS population data.
Census Tract(s) of the project(s)	Census tract(s) where project(s) would take place.
Specific project location(s)	Names of corridors or intersections, latitude/longitude coordinates, or other description of project limits.
Percent of Population in Underserved Communities in the project area Census Tract(s)	The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction.
Project Area Fatalities 2017-2021	Count of fatalities in the project area(s). May use source other than FARS.
Project Area Serious Injuries 2017-2021 OR Project Area Injuries Severity Unknown 2017-2021	Count of serious injuries in the project area(s). Applicants without reliable serious injury data may use suspected serious injury figures. Please cite source.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Project Goals	One sentence summary of the safety problem(s) this project will address.

¹⁸ <https://sam.gov/content/home>

Title	Instructions
Applicant roadway safety responsibility (select all that apply):	• Ownership and/or maintenance responsibilities over a roadway network; • Safety responsibilities that affect roadways; • Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction
Primary project purpose (select one)	• Infrastructure Projects and Strategies • Behavioral Project and Strategies • Operational or Technology Projects and Strategies
Roadway users that this project will <u>significantly</u> benefit (check all that apply)	• Pedestrians • Bicyclists • Micromobility Users (e.g., scooters, etc.) • Transit Users • Commercial Motor Vehicles • Motorists • Emergency Medical Services • Other (please specify)
Does this project include major construction, minor construction, or both?	• Major construction projects • Minor construction projects • Neither major nor minor constructions projects
Does your project include Demonstration Activities?	See Section A.2.i.
Would you consider accepting funding for only demonstration activities and/or supplemental planning?	Yes, no, n/a.
Total Federal Funding Request	Must be a whole number (no cents).
Total Local share/Match	Must be equal to, or greater than, 20% of total project cost.
Total Project cost	Sum of Total Federal Funding Request and Total Local share/Match.
Total Federal Funds Allocated to Underserved Communities	Funds to be spent in Census tracts identified as underserved through the DOT Equitable Transportation Community Explorer tool.
Supplemental Planning Activities (A) Federal Funding Request	
Supplemental Planning Activities (A) Total Project Costs	
Planning, Design, and Development Activities for Projects/Strategies (B) Federal Funding Request	
Planning, Design, and Development Activities for Projects/Strategies (B) Total Project Costs	
Carrying Out Projects and Strategies (C) Federal Funding Request	

Title	Instructions
Carrying Out Projects and Strategies (C) Total Project Costs	
Existing Comprehensive Safety Action Plan (or equivalent)	Link to or attachment,

a) Narrative

The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information. The narrative may not exceed 12 pages in length, excluding cover pages and the table of contents. The [Self-Certification Eligibility Worksheet](#) and Budget sections do not count towards the 12-page limit. Appendices may include documents supporting assertions or conclusions made in the 12-page narrative and also do not count towards the 12-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document. Letters of support will only be considered if they are submitted with the application as one consolidated set of support letters in one supporting attachment.

I. Overview	See D.2.ii.a.I
II. Location	See D.2.ii.a.II
III. Response to Selection Criteria	See D.2.ii.a.III and Section E.1.ii
IV. Project Readiness	See D.2.ii.a.IV

I. Overview

This section should provide an introduction, describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

II. Location

This section of the application should describe the jurisdiction's location, the jurisdiction's High-Injury Network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

III. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section E.1.ii of this Notice and include a compelling narrative to highlight how the application aligns with criteria #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals; #5 Additional Safety Context (only if applying for supplemental planning and/or demonstration activities).

Note, criterion #1 Safety Impact assesses "implementation cost" information, which will be described in SF-424C, Budget of the narrative, and the Key Information Table. The Federal funding requested per person(s) killed or seriously injured from 2017-2021 in the Key Information Table should be itemized by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem and match the itemization in the Budget.

The applicant must respond to each of the four criteria 1-4 and respond to criterion #5 if applying for supplemental planning and/or demonstration activities. Applicants are not required to follow a specific narrative format, but the

structure should clearly identify the narrative associated with each selection criterion. To the extent practical, DOT encourages applicants to incorporate existing content from their Action Plan/established plan(s).

IV. Project Readiness

The applicant must provide information to demonstrate the applicant's ability to substantially execute and complete the full scope of work in the application proposal within five years of when the grant is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include State and local planning approvals; start and completion of National Environmental Policy Act (NEPA) and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; State and local approvals; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts, and possible mitigation for those impacts. When a project results in impacts, an award recipient must take steps to engage the public. At a minimum, the project readiness narrative and detailed project activity schedule must include the applicability and disposition of: NEPA and Federal environment reviews and approvals; utility relocation; and right-of-way acquisition. For additional guidance and resources, visit <https://www.transportation.gov/grants/SS4A>.

b) Self-Certification Eligibility Worksheet

Attach a completed [Self-Certification Eligibility Worksheet](#).

c) Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to provide a brief budget summary and provide a high-level overview of estimated activity costs, as organized by all major cost elements. The budget shall provide itemized estimates of the costs by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem, and then providing additional details about those from the itemized list at the component level. This information should include capital costs for infrastructure safety improvements and costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplemental planning and demonstration activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Funding sources should be grouped into two categories: SS4A funding Federal share, and non-Federal share funds. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 4 below.

Table 4: Supplemental Estimated Budget

Activities	Federal Funding Request	Total Project Cost	Federal Funds to Underserved Communities
Itemized Estimated Costs of the (A) supplemental action plan activities			
Item #1	\$0.00	\$0.00	
Item #2	\$0.00	\$0.00	

Activities	Federal Funding Request	Total Project Cost	Federal Funds to Underserved Communities
Subtotal Budget for (A) supplemental action plan activities	\$0.00	\$0.00	\$0.00
Itemized Estimated Costs of the (B) planning, design, and development activities			
Location or Project #1	\$0.00	\$0.00	\$0.00
Individual Component for #1	\$0.00	\$0.00	
Individual Component for #1	\$0.00	\$0.00	
Location or Project #2	\$0.00	\$0.00	\$0.00
Individual Component for #2	\$0.00	\$0.00	
Individual Component for #2	\$0.00	\$0.00	
Subtotal Budget for (B) conducting planning, design, and development activities	\$0.00	\$0.00	\$0.00
Itemized Estimated Costs of the (C) proposed projects and strategies			
Location or Project #1	\$0.00	\$0.00	\$0.00
Individual Component for #1	\$0.00	\$0.00	
Individual Component for #1	\$0.00	\$0.00	
Location or Project #2	\$0.00	\$0.00	\$0.00
Individual Component for #2	\$0.00	\$0.00	
Individual Component for #2	\$0.00	\$0.00	
Subtotal Budget for (C) carrying out projects and strategies	\$0.00	\$0.00	\$0.00

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (i) be registered in SAM (<https://sam.gov/content/home>) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may

determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

4. Submission Dates and Times

Applications must be submitted by 5:00 PM EDT on Monday, July 10, 2023. Late applications will not be accepted.

5. Funding Restrictions

Per BIL requirements, not more than 15 percent of the \$1 billion in FY 2023 funds made available to carry out the SS4A program may be awarded to eligible applicants in a single State.¹⁹ In addition, 40 percent of the total funds made available in FY 2023 and all \$177 million of the funds carried over from FY 2022 must be awarded for developing an Action Plan, including supplemental planning to update an existing Action Plan, or demonstration activities to inform the development of or update an Action Plan (total \$577 million). Due in part to these restrictions, in FY 2022, nearly all the eligible applicants requesting funds for Action Plan development were awarded, while less than 20 percent of Implementation Grant applications were awarded.

6. Other Submission Requirements

The format of the Section D.2 application submission should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

The complete application must be submitted via Valid Eval, an online submission proposal system used by USDOT at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup for Implementation Grant applicants, and https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup for Planning and Demonstration Grant applicants.

E. Application Review Information

1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all complete applications from eligible applicants. Planning and Demonstration Grants, and Implementation Grants, respectively, each have their own set of application review and selection criteria.

i. Planning and Demonstration Grant Selection Criteria

For Planning and Demonstration Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Context. Costs will also be considered.

Selection Criterion #1: Safety Impact

The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

¹⁹ Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

- The count of roadway fatalities from the most recent set of 5-year data²⁰ based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.²¹
- The fatality rate, which is calculated using 5-year annual average from the total count of fatalities (based on FARS data or an alternative traffic crash dataset) divided by the 2020 population of the applicant's jurisdiction based on 2020 ACS population data from the U.S. Census. The rate should be normalized per 100,000 persons.

Selection Criterion #2: Equity

The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.²² Population of a Census tract, either a tract that is Underserved Community or not, must be based on 2020 ACS population data from the U.S. Census.

Selection Criterion #3: Additional Safety Context

The applicant must address these considerations in narrative form. The Department will assess whether the applicant has: described the scope of work to be performed; the roadway safety issues that necessitate further Action Plan development, supplemental planning, and /or demonstration activities, as applicable; and how the funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Involve engaging with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety and equity; and
- Be evidence-based or build evidence around what works.

Applicants applying to carry out demonstration activities to inform the development of an Action Plan will also be assessed as to whether their approach to measuring the potential benefits of the demonstration activities through data collection and evaluation are described, and the extent to which the activities will be set up (e.g., quick builds on the roadway, pilot project established) within 18 months of executing a grant agreement.

Additional Consideration: Budget Costs

The Department will assess the extent to which the budget and costs to perform the activities required to execute the Planning and Demonstration Grant are reasonable, necessary, and allocable based on 2 CFR § 200.404 and 405, and the extent to which the application delineates the breakdown of Federal funds requested between developing an Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan.

ii. Implementation Grant Selection Criteria

Implementation Grants have five merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals; and #5 Supplemental Planning and Demonstration Activities. DOT will only evaluate selection criterion #5 Supplemental Planning and Demonstration

²⁰ At the time of NOFO publication this would be 2016-2020 data; however, the 2021 data is expected to be released early in the NOFO period.

²¹ <https://cdan.dot.gov/query>

²² <https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/Applicant-Explorer/>

Activities for Implementation Grant applicants requesting funds to conduct supplemental planning and/or carry out demonstration activities. Two considerations will also be used in the selection process: Project Readiness, and Additional Considerations. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan. Below describes the specific content the applicant should respond to for each of these criteria.

Selection Criterion #1: Safety Impact

DOT will assess whether the proposal is likely to: significantly reduce or eliminate roadway fatalities and serious injuries; employ low-cost, high-impact strategies over a wide geographic area; and include evidence-based projects and strategies. Safety impact is the most important criterion and will be weighed more heavily in the review and selection process. The Department will assess the applicant's description of the safety problem, safety impact assessment, and costs as part of the Safety Impact criterion:

- Description of the safety problem. DOT will assess the extent to which:
 - The safety problem to be addressed is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
 - Crashes and/or crash risk are displayed in a High-Injury Network, hot spot analysis, or similar geospatial risk visualization.
 - Project and strategy locations are described in relation to the High-Injury Network and geospatial information.
 - Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, near miss data, and/or other proactive safety analyses.
- Safety impact assessment. DOT will assess the extent to which projects and strategies:
 - Align with and comprehensively address the identified safety problems.
 - Are primarily on a High-Injury Network or address high-risk roadway features correlated with severe crash types.
 - Significantly reduce or eliminate roadway fatalities and serious injuries involving various road users.
 - Use low-cost, high-impact strategies and projects over a wide geographical area.
 - Use evidence-based, Proven Safety Countermeasures or other effective safety countermeasures to significantly improve existing roadways.²³
 - Use evidence-based Countermeasures that Work with four or five stars to address persistent behavioral safety issues and consider equity in their implementation.²⁴
 - Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
 - Will have safety benefits that persist over time.²⁵
- Implementation Costs. DOT will assess the extent to which the projects and strategies:
 - Are itemized and summarized in a logical manner, including capital costs for infrastructure, behavioral, and operational safety improvements.

²³ <https://safety.fhwa.dot.gov/provencountermeasures/>

²⁴ https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th_080621_v5_tag.pdf

²⁵ <https://highways.dot.gov/safety/data-analysis-tools>

- Fund locations with past traffic fatalities and serious injuries and is expected to prevent fatalities and serious injuries per funds requested. Injuries will be weighted and combined with fatalities to assess this figure in relation to the Federal funding request.²⁶

Selection Criterion #2: Equity, Engagement, and Collaboration

This criterion supports the legislative requirements to assess the extent to which the application ensures the equitable investment in the safety needs of underserved communities and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on equity, engagement, and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

- Ensure equitable investment in underserved communities in preventing roadway fatalities and serious injuries, including rural communities.
- Are designed to decrease existing disparities identified through equity analysis.
- Consider key population groups (e.g., people in underserved communities, children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality) to ensure the impact to these groups is understood and addressed.
- Include equity analysis, both quantitative and qualitative, and stakeholder engagement in underserved communities as part of the development and implementation process.²⁷
- Include meaningful engagement with the public, including public involvement for underserved communities, community benefit agreements, and relevant stakeholders such as private sector and community groups, as part of implementation.
- Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while preventing unintended consequences for persons living in the jurisdiction.
- Inform representatives from areas impacted on implementation progress and meaningfully engage over time to evaluate the impact of projects and strategies on persons living in the jurisdiction.
- Align with the equity analysis performed as part of the development of an existing Action Plan.

Selection Criterion #3: Effective Practices and Strategies

DOT will assess the extent to which the applicant demonstrates how it applies policies, guidelines, standards, and practices to promote systemic safety improvements. DOT will assess the extent to which the projects and strategies reflect effective safety practices that:

- Demonstrate how updated policies, guidelines, and standards improve safety decision making.
- Are supported by an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance, or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users.
- Incorporate practices that promote efficiency within the planning and road management lifecycle (e.g., dig once, etc.).
- Consider the impacts of land use and the built environment to promote transportation efficient design.

²⁶ The weighting will use the Benefit Cost Analysis Guidance 2023 Update:

<https://www.transportation.gov/sites/dot.gov/files/2023-01/Benefit%20Cost%20Analysis%20Guidance%202023%20Update.pdf>

. One fatality equals 20.9 serious injuries, or 55.2 injured severity unknowns.

²⁷ See Table 1 under “Equity Considerations” for what equity analysis entails.

- Leverage a Safe System Approach that uses multiple activities and interventions to address safety problems.
- Encompass at least three of the five Safe System Approach elements in the National Roadway Safety Strategy (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care) to address the identified safety problem.
- Include a mix of infrastructure, behavioral, operational, and/or post-crash safety activities.
- Involve widely implemented improvements based on high-risk roadway features correlated with particularly severe crash types, including design features that reinforce appropriate motor vehicle speeds.
- Incorporate technologies that promote safety and/or equity.
- Improve safety for all road users along a roadway by providing accessible facilities (e.g., Public-Rights-of-Way Accessibility Guidelines [PROWAG]) and correcting barriers to individuals with disabilities.²⁸
- Improve multimodal networks for people outside of a motor vehicle, including people who are walking, biking, rolling, public transit users, and have disabilities.

Selection Criterion #4: Other DOT Strategic Goals

This program's focus on equity and safety is also advanced by considerations of how applications address climate and sustainability considerations, as well as whether applications support economic competitiveness. DOT will assess the extent to which the projects and strategies use safety strategies to support the Departmental strategic goals of climate change, sustainability, workforce, and economic competitiveness, and the extent to which the proposal is expected to:

Climate and Sustainability

- Reduce motor vehicle-related pollution such as air pollution and greenhouse gas emissions.
- Increase safety of lower-carbon travel modes such as public transit, micromobility and active transportation (e.g., people biking and walking).
- Improve multimodal transportation systems that incorporate affordable transportation options such as public transit, micromobility, and active transportation such as walking and biking to transit stops and stations.
- Reduce the lifecycle greenhouse gas emissions from the project materials such as the use of lower-carbon pavement and construction materials.
- Support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions through land use and zoning reform, rural main street revitalization, growth management, and equitable transit-oriented development.
- Includes evidence-based climate resilience measures or features such as enhanced storm water management practices, upgrading infrastructure using the Federal Flood Risk Management Standard, and nature-based solutions that improve the built and/or natural environment.

Economic Competitiveness

- Lead to increased economic or business activity due to enhanced safety features for all road users.
- Increase mobility and expand connectivity for all road users to critical community services such as education and healthcare, jobs, and business opportunities, especially for people in underserved communities.
- Address the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation and transportation cost burden.

²⁸ <https://www.access-board.gov/prowag/>

Workforce

- For skilled construction labor needed on the project, incorporate strong labor standards (e.g., wages and benefits at or above prevailing; use of project labor agreements, registered apprenticeship programs).
- For non-construction work on the project, commit to supporting training opportunities as part of the project, including pre-apprenticeship or apprenticeship readiness programs and youth service, with a description of how training and job opportunities on the project will lead into registered apprenticeship or good-paying jobs.
- Track and publish aggregate workforce data, including information on demonstrating that employment opportunities are available to historically underserved workers in the community.
- Include Local inclusive economic development and entrepreneurship such as utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned businesses, or 8(a) firms.

Selection Criterion #5: Supplemental Planning and Demonstration Activities

Implementation Grant applicants should only respond to this selection criterion if supplemental planning and/or demonstration activities are included in the application. DOT will assess whether the applicant has described the scope of supplemental planning or demonstration work to be performed; the roadway safety issues that necessitate further Action Plan development, including supplemental planning, and /or demonstration activities, as applicable; and how the funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Involve engaging with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety and equity; and
- Be evidence-based or build evidence around what works.

Applicants applying to carry out demonstration activities will also be assessed as to whether their approach to measuring the potential benefits of the demonstration activities through data collection and evaluation are described, and the extent to which the activities will be set up (e.g., quick builds on the roadway, pilot project established) within 18 months of executing a grant agreement.

Consideration: Project Readiness

Applications will be reviewed for Project Readiness, which will be a consideration for application selection. Project Readiness focuses on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Implementation Grant application within five (5) years of when the grant is executed. This includes information related to required design and construction standards, as well as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status (if applicable), public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans and risk and mitigation strategies, as appropriate.
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

Additional Considerations

The Department may consider the following when SS4A Implementation Grant awards:

- The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in Census tracts designated as underserved communities as defined by this NOFO.²⁹
- Whether the applicant is in a rural area.
- Whether the applicant is identified as a priority community within the federal Thriving Communities Network.³⁰
- Whether the applicant would enhance the geographic diversity of Implementation Grant award recipients.
- Federal funding requests under \$10 million.

2. Review and Selection Process

This section addresses the BIL requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, and Senior Review. The Secretary makes the final selections.

Among well-rated applicants, the Secretary may prioritize applicants and jurisdictions that did not receive an SS4A grant in FY 2022 over applicants that did receive an FY 2022 award. The Secretary may also prioritize applications that will use demonstration activities or supplemental planning as part of the development of, or update to, an Action Plan.

i. Planning and Demonstration Grant Review and Selection Process

a) Overall Selection Process and Ratings

The process for the application review is described below:

Teams of Department and contractor support staff will review all applications to determine eligibility based on the eligibility information in Section C.

- Eligible Action Plan applications received by the deadline will be reviewed for their merit based on the selection criteria in Section E.1.i.
- If multiple applications are received from the same applicant, the last one submitted will be reviewed.
- Applications are rated numerically based on Merit Criteria #1 Safety Impact and #2 Equity Criteria.
- The #3 Additional Safety Context criterion narrative will be reviewed and assessed, and then receive a rating of “High,” “Medium,” “Low,” or “Not Qualified.” Applications that do not address the #3 Additional Safety Context are deemed “not qualified” and will not be considered for award.
- The Teams will note which of the three Planning and Demonstration Grant activities—develop a new Action Plan, conduct supplemental planning to update an existing plan, and carry out demonstration activities to inform the development or update of an Action Plan—are requested in an application.
- In order to ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Awards to Federally recognized Tribal governments are not counted towards this 15 percent maximum.

²⁹ See the definition of an underserved community, which includes Census tracts identified in the OMB CEJST and DOT ETCE tools.

³⁰ Thriving Community Networks include the Rural Partner Network, Energy Communities, or DOT Thriving Communities Initiative

- The Teams will examine the locations of the applicants to identify if an applicant is requesting funds in a geographic area that received an Action Plan Grant in FY 2022, as well as any potential overlap in geographic boundaries in funding requests for FY 2023. DOT will assess the extent to which the application is duplicative of existing or proposed activities and reserves the right to request applicants with duplicative funding requests to consolidate their efforts as one multijurisdictional group prior to receiving an award. DOT may decline to fund duplicative applications irrespective of their individual merits.

b) Additional Safety Context Criterion Rating Methodology

For the #3 Additional Safety Context, the Department will assess the narrative's alignment to the selection criterion, and will determine a rating of "high," "medium," "low," or "non-responsive."

	High	Medium	Low	Non-Responsive
Rating Scale	The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan. For demonstration activities only: The activities are likely to be put in place within 18 months. The narrative clearly describes how the activities will be measured and evaluated.	The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan. For demonstration activities only: The activities have a possibility of being put in place within 18 months. The narrative describes how the activities will be measured and evaluated.	The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan. For demonstration activities only: It is unclear if the activities will be put in place within 18 months. The narrative provides minimal detail on how the activities will be measured and evaluated.	The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan. For demonstration activities only: No timeline schedule is provided. Detail on how the activities will be measured and evaluated are not included.

ii. Implementation Grant Review and Selection Process

a) Overall Selection Process and Ratings

Teams of Department and contractor support staff review all applications to determine whether they are eligible applicants based on the eligibility information in Section C. If multiple applications are received from the same applicant, the last one submitted will be reviewed. All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals. Based on the criteria ratings, the Department will assign an overall application rating of "Highly Recommended," "Recommended," "Acceptable," or "Not Recommended" as a result of evaluation team consensus discussion. The selection criteria are considered in numeric order of most to least important (e.g., criterion #1 Safety Impact will be considered most heavily, followed by #2 Equity, Engagement, and Collaboration as the second most important, etc.).

Implementation Grant applications that include supplemental planning or demonstration activities will also be reviewed for criterion #5 Additional Safety Context and quantitative Key Information Table information on fatality counts, fatality rate per 100,000 persons, and percentage of population in underserved communities, but it will not affect the overall Implementation Grant rating. Instead, DOT will use the information to determine whether the supplemental planning and/or demonstration activities should be funded as part of the overall project. DOT is more likely to fund, as part of an overall implementation project, supplemental planning and demonstration activities that rate well on criterion #5. Alternatively, DOT may award an Implementation Grant but exclude proposed supplemental planning or demonstration activities from the scope of the award if those activities were not rated well under criterion #5.

b) Safety Impact Criterion Rating Methodology

For the #1 Safety Impact criterion, the Department will assess three subcomponents, and for each determine a rating of “high,” “medium,” and “low,” or “non-responsive.” The three subcomponents are: the description of the safety problem; the safety impact assessment; and the implementation costs.

The sub-ratings will use the guidelines below:

	High	Medium	Low	Non-responsive
Description of the Safety Problem	The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis. The narrative links the specific safety problem to relevant historical data at intervention locations and describes whether the locations are on their High-Injury Network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description, is generally supported by data and analysis. The narrative links the specific safety problem to relevant historical data and refers to the High-Injury Network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited. The narrative provides an overall connection between the safety problem and the jurisdiction’s historical data.	The narrative and supporting information do not address a safety problem.
Safety Impact	The projects and strategies have comprehensively addressed the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, are mostly on a High-Injury Network, and have benefits that persist over time.	The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, are at least partially on a High-Injury Network, and have benefits that persist over time.	The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.	The projects and strategies do not address the safety problem.

	High	Medium	Low	Non-responsive
Implementation Costs	The costs for the implementation of the projects and strategies are clearly articulated, well-summarized, and reasonable. The projects and strategies address locations that have many historical fatalities and serious injuries, and are expected to prevent a significant number of fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are summarized and appear to be reasonable. The projects and strategies address locations that have some historical fatalities and serious injuries, and are expected to prevent some fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are not well-articulated or missing key details, and it is uncertain whether the costs are reasonable. The projects and strategies address locations that have very few to no historical fatalities and serious injuries and may have minimal impact.	Cost information and/or fatality and serious injury information at the location level are not provided.

c) Other Criteria Rating Methodology

For the merit criteria #2 Equity, Engagement, and Collaboration, #3 Effective Practices and Strategies, and #4 Other DOT Strategic Goals, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, logical, and includes specific details and examples, which will result in a rating of “high,” “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	The application is substantively responsive to the criteria, with clear, direct, and logical narrative. Compelling, specific details, as well as quantified or illustrative examples, are provided.	The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative. Some details and examples are provided.	The application is minimally responsive to the criteria and is somewhat addressed in the narrative. General information is provided.	The narrative indicates the proposal is counter to the criteria or does not contain sufficient information.

All applications will receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant’s Project Readiness and will provide a rating of either “Likely” or “Unlikely.”

	Likely	Unlikely
Rating Scale	Based on the information provided in the application and the proposed scope of the projects and strategies, it is likely the applicant can complete all projects and strategies within a five-year time horizon. Application provides information on NEPA status, utility relocation, and right-of-way acquisition.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a five-year time horizon. Application is missing information on NEPA status, and whether utility relocation and/or right-of-way acquisition is required.

Implementation Grant applications that include supplemental planning and/or demonstration activities will be assessed on the extent to which the narrative aligns with the selection criterion #5 Additional Safety Context and will be evaluated to determine a rating of “high,” “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan. For demonstration activities only: The activities are likely to be put in place within 18 months. The narrative clearly describes how the activities will be measured and evaluated.	The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan. For demonstration activities only: The activities have a possibility of being put in place within 18 months. The narrative describes how the activities will be measured and evaluated.	The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan. For demonstration activities only: It is unclear if the activities will be put in place within 18 months. The narrative provides minimal detail on how the activities will be measured and evaluated.	The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan. For demonstration activities only: The narrative provides no timeline schedule or detail on how the activities will be measured and evaluated.

iii. Senior Review Team Phase

a) Planning and Demonstration Grant Senior Review Team Phase

For the Planning and Demonstration Grants, the Secretary will review the three quantitative criteria ratings as well as the rating from the Additional Safety Context and select projects that are most advantageous to the U.S. Government’s interest. The Secretary will consult with a Senior Review Team (SRT) to make the determinations.

b) Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all “Highly Recommended” applications will be included in a list of Applications for Consideration. The SRT will also review all “Highly Recommended” applications that received an “Unlikely” project readiness rating, and either remove those applicants from the Applications for Consideration or recommend a reduced scope to remove components that reduced the project’s readiness, so that if awarded the applicant would be likely to complete the scope of work within five years of the grant agreement execution. The Secretary will consider the applications with a reduced scope due to the Unlikely project readiness in the same way as applications with a “Likely” rating.

Additionally, to ensure the funding awards align to the extent practicable to the program goal of equitable investment in the safety needs of underserved communities, the SRT may review “Recommended” applications and set a threshold based on the percentage of funds that will be spent in, and provide safety benefits to, locations

within underserved communities. Any “Recommended” applications at or above that threshold will be included in the proposed list of Applications for Consideration.

For applications that would not otherwise be included on the list of Applications for Consideration, the SRT may include applications with supplemental planning and demonstration activity funding that received a “High” rating for selection criterion #5 Additional Safety Context. The SRT may recommend the Secretary to fund a reduced scope of only the supplemental planning and demonstration activities for these applications.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards; the Secretary makes final selections. If an Implementation Grant application includes supplemental planning and demonstration activities, DOT may award just those activities as a standalone Planning and Demonstration Grant based on the rating received in selection criterion #5 Additional Safety Context. The Secretary’s final selections identify the applications that best address program requirements and are most worthy of funding.

3. Additional Information

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System [FAPIIS]). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to provide assistance to help award recipients through the process of securing a grant agreement and delivering both Planning and Demonstration Grant activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

4. Anticipated Announcement and Federal Award Dates

The Department anticipates making two rounds of awards for this NOFO: one earlier round of awards only focused on applications requesting Planning and Demonstration Grants, and a later round of awards that will encompass Implementation Grants as well as Planning and Demonstration Grant applicants who did not receive funding in the earlier round. The earlier round is anticipated to be in October 2023, and the later round is anticipated to be in December 2023.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at .The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement unless the applicant notifies DOT of a changed contact via SS4A@dot.gov after July 10.

2. Administrative and National Policy Requirements

i. Climate Change and Environmental Justice

Each applicant selected for SS4A grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section A. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).

ii. Equity and Barriers to Opportunity

Each applicant selected for SS4A grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).

iii. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable.

v. Domestic Preference Requirements

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects and demonstration activities are subject to the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901-70927) as clarified in OMB Memorandum M-22-11.³¹ The Department expects all recipients to comply with this requirement. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act.

vi. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

³¹ Pub. L. No. 117-58, division. G, Title IX, Subtitle A, 135 Stat. 429, 1298 (2021). For additional information on § 70914, see OMB-22-11. <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

vii. Federal Contract Compliance

As a condition of grant award and consistent with EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended), all Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally- assisted projects over which OFCCP has jurisdiction and that have a project cost above \$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

viii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds for construction, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

ix. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200 as adopted by the Department at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration, etc.) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant agreement administration to ensure compliance with all applicable laws and regulations.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

3. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities include quarterly program performance reports using the Performance Progress Report (SF-PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).³²

Budget and recipient performance information will be gathered on a quarterly basis in a Performance Progress Report (SF-PPR). To fulfill the data collection requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.^{33, 34} Federally recognized Tribal governments receiving grants may request alternative data collection requirements during grant agreement formulation, as appropriate. Applicants are expected to account for data and performance reporting in their budget submission.

ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

All award recipients shall submit a report by the end of the period of performance that describes:

- The costs of each eligible project and strategy carried out using the grant;
- The roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - Identified in the grant application; and
 - Measured by data, to the maximum extent practicable;
- The percent of funds spent in, and providing benefits to, underserved communities; and
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Implementation Grant recipients must also provide: geo-coordinate information identifying specific project location(s); crash data on serious injury and fatalities in the locations where projects and strategies are implemented on an annual basis and at the end of the period of performance, which are expected to include crash characteristics and contributing factor information associated with the safety problems being addressed; and quantitative and qualitative project benefits documented in a final report.

Award recipients carrying out demonstration activities must also measure potential benefits through data collection and evaluative activities and report to the Department how the demonstration activities informed an Action Plan's list of projects and strategies and future implementation.

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after

³² <https://www.grants.gov/forms/post-award-reporting-forms.html>

³³ <https://doi.org/10.21949/1520559>

³⁴ United States. Department of Transportation. (2022) *DOT Public Access* [Home page]. <https://doi.org/10.21949/1503647>

April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

iii. Program Evaluation

As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR §200).

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at SS4A@dot.gov. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department’s website at <https://www.transportation.gov/grants/SS4A>. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the SS4A grant selection and award process upon request.

H. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and a few relevant data fields from the application. This includes unsuccessful applicants. The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.

2. Department Feedback on Applications

The Department will not review applications in advance, but Department staff are available for technical questions and assistance. DOT expects to hold “virtual-office hours” to further describe how to submit a complete application; for more information visit <https://www.transportation.gov/grants/SS4A>. The deadline to submit technical questions is June 16, 2023. The Department strives to provide as much information as possible to assist

applicants with the application process. Unsuccessful applicants may request a debrief up to 30 days after the selected funding recipients are publicly announced on <https://www.transportation.gov/grants/SS4A>. Program staff will address questions to SS4A@dot.gov throughout the application period.

3. Grant Application Resources

The Department will provide resources to help interested applicants understand the different DOT discretionary grant programs through webinars, frequently asked questions, and other materials provided such as the SS4A program website <https://www.transportation.gov/grants/SS4A>. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE

FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT

PROGRAM:

FHWA PROJECTS

Date: January 4, 2024
Revised: October 1, 2024

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “**FHWA**”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

- (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
- (2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:

- (1) the “Non-Federal Funds” amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14 PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of BIL:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) the percent of funds spent in, and providing benefits to, underserved communities; and
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or

- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16

AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
- (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.

- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

- (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2023” in the program name; and
- (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” means articles, materials, or supplies —that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

(1) The listed Items are:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- optical fiber;
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet),

castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Project” means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms”).

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

- 18.7 Subaward and Contract Authorization.** If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.
- 19.3 Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
 - (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.
- 19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.
- 19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.
- 19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21 AGREEMENT MODIFICATIONS

- 21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 21.2 Unilateral Contact Modifications.**
- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.
- 21.3 USDOT Unilateral Modifications.**
- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.
- 21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22 CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

- 22.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23 RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

- 23.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

- 27.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.
- 27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
- 27.3 Environmental Review**
- (a) In this section, “**Environmental Review Entity**” means:
 - (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FHWA.
 - (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

- (c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 29
CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts unless Attachments D-F are not required for certain Planning and Demonstration Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program”, dated January

4, 2024, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

EXHIBIT “D”

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETING EXHIBIT D - 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 covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to 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. Attach a continuation sheet for additional information if the space on the form is inadequate. 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 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 follow-up 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 first 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 organization 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 identification 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 commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, 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, D.C. 20503. SF-LLL-Instructions Rev. 06-04



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Award of a Professional Services Agreement to GMU Geotechnical, Inc. for On-Call Plan Check, Geotechnical and Pavement Engineering and Inspection Consulting Services

Recommendation: That the City Council approve the proposed Professional Services Agreement with GMU Geotechnical, Inc., in the amount of \$50,000, and authorize the City Manager to execute the Agreement.

Background:

The City's staffing model requires reliance upon professional on-call consultant services for staff support of a variety of initiatives and responsibilities and for capital improvement project implementation in the areas of civil engineering, project management, and related support services. City staff has determined that there is a need to retain the professional services of a qualified licensed civil engineering firm to provide certain plan check, geotechnical, and pavement engineering and inspection consulting services that may be required on an as-needed, on-call basis. To this end, City staff contacted GMU Geotechnical, Inc., a local geotechnical engineering company with the requisite experience. GMU Geotechnical, Inc. submitted a proposal, dated May 22, 2025, to the City to provide professional civil engineering consulting services pursuant to the terms and conditions of the proposed Professional Services Agreement, attached. GMU Geotechnical, Inc. has provided the City with excellent service in the past, and City staff desire to retain GMU Geotechnical, Inc. during FY 2025-2026 for plan check, geotechnical, and pavement engineering and inspection consulting services.

While the proposed Professional Services Agreement is within the City's Manager's procurement authority as provided within Chapter 3-08 of the Laguna Hills Municipal

Code, historically, when the City has multiple contracts with the same firm in effect at the same time, the maximum contract amount of any subsequent contract entered into with that same firm for different services are aggregated for purposes of determining contracting authority. And, if after aggregating the total contract amounts, the total of the contracts exceeds \$50,000, then each subsequent contract may, at the City Manager's direction, be taken to City Council for approval. GMU Geotechnical, Inc. has an existing contract to provide geotechnical engineering, pavement design, and testing services for the Paseo de Valencia and La Paz Road Pavement Rehabilitation Project, CIP 104/109, in the not-to-exceed contract amount of \$90,000. Therefore, this proposed on-call Professional Services Agreement together with the existing Professional Services Agreement for CIP 104/109 exceeds the \$50,000 threshold.

Fiscal Impact:

The continued use of professional consultant services for on-call plan check, geotechnical, and pavement engineering and inspection consulting services is incorporated and considered in the annual Public Works Department Operating Budget as well as in the related Capital Improvement Program Budget. A portion of the compensation to the professional consultant may be offset by revenues generated through reimbursements as relates to review of private development geotechnical engineering reports. By entering into this on-call Professional Services Agreement for as-needed services, the City is neither obligating itself nor guaranteeing any compensation to GMU Geotechnical, Inc. The proposed Professional Services Agreement establishes an annual maximum compensation of \$50,000.

Attachments:

1. Proposed Professional Services Agreement with GMU Geotechnical, Inc

PROFESSIONAL SERVICES AGREEMENT
GMU Geotechnical, Inc.
*On-Call Plan Check, Geotechnical and
Pavement Engineering and Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 1st day of July 2025, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and GMU GEOTECHNICAL, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified licensed civil engineering firm to provide certain plan check, geotechnical, and pavement engineering and inspection consulting services, as well to provide the City with other as-needed civil engineering, project management, and consulting services, that may be required on an as-needed, on-call basis (the "Project").

B. Consultant has submitted to City a proposal, dated May 22, 2025, to provide the City with professional civil engineering consulting services for the Project pursuant to the terms and conditions of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional civil engineering consulting services for the Project as set forth in the Proposal/Scope of Work,

dated May 22, 2025, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original Proposal/Scope of Work dated May 22, 2025 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and (2nd) the provisions of the Consultant's Proposal (Exhibit "A").

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for

Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Fifty Thousand Dollars (\$50,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 *Intentionally omitted.*

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of one (1) year, commencing on July 1, 2025, and ending on June 30, 2026.

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

having issued a project task order.

4. COORDINATION OF WORK

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

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

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

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility & Indemnification.

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

the responsibility of the City.

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

5. INSURANCE

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

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

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

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

C. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers,

employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

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

1. Intentionally omitted.

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

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

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

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

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

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

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

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

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

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow

Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies, or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this

Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless

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

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its

full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides

otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

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

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

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

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are

cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Consultant: GMU Geotechnical, Inc.
Attention: Roger W. Schlierkamp, P.E., Principal
30336 Esperanza
Rancho Santa Margarita, California 92688

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

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

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

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

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

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

10.9 Prevailing Wages. The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California

law, and Consultant hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Consultant understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

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

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

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

10.9.7. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Consultant and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning

penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

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

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

10.9.9. Pursuant to California Labor Code Section 1771.1, Consultant and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Consultant shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

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

[SIGNATURES ON NEXT PAGE]

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

“CITY”
CITY OF LAGUNA HILLS,
a California municipal corporation

JARAD HILDENBRAND,
City Manager

ATTEST:

(SEAL)
JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
GMU GEOTECHNICAL, INC., a
California corporation

By: 

ARON TAYLOR,
Chief Executive Officer

By: 

GREG SILVER,
Senior Principal/Chief Financial Officer

EXHIBIT “A”

**CONSULTANT’S PROPOSAL/ SCOPE OF WORK
ON-CALL CIVIL ENGINEERING CONSULTING SERVICES
FOR
PLAN CHECK, GEOTECHNICAL, AND
PAVEMENT AND INSPECTION SERVICES**

DATED: MAY 22, 2025

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES



May 22, 2025

CITY OF LAGUNA HILLS

Attn: Mr. Joe Ames, P.E., T.E.
Public Works Director / City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Statement of Qualifications for Providing On-Call Professional Plan Check, Geotechnical and Pavement Engineering, and Inspection Services to the City of Laguna Hills, Orange County, California

Dear Mr. Ames:

GMU Geotechnical, Inc. (GMU) proposes to provide on-call professional plan check, geotechnical and pavement engineering, and inspection services in response to the City's request. GMU was established in 1967 and has provided geotechnical, soils, and pavement engineering services for over five decades. Located only 20 minutes from the City of Laguna Hills, GMU's location and long history of successful geotechnical and pavement engineering projects allows us to efficiently and effectively provide the proposed scope of work.

GMU currently serves as a geotechnical consultant and provides on-call geotechnical or pavement engineering / testing / review services for the Cities of Laguna Hills, Mission Viejo, Lake Forest, Laguna Niguel, Dana Point, Rancho Santa Margarita, Irvine, Newport Beach, Aliso Viejo, Chino Hills, Anaheim, Seal Beach, Huntington Beach, Fountain Valley, San Fernando, Stanton, Tustin, Yorba Linda, San Juan Capistrano, Garden Grove, and more. We also provide on-call services to the County of Orange and the County of Los Angeles. GMU has extensive experience in the design and construction of numerous public works projects including pavement maintenance and rehabilitation projects, streetscapes, community parks, large-scale civic centers, and other infrastructure improvement projects. We also provide geotechnical plan check services to multiple agencies, including regular review services to the Cities of Laguna Niguel, Mission Viejo, San Clemente, and Chino Hills. This diverse project experience and successful track record of providing on-call services for local municipalities makes GMU an exceptional candidate for providing on-call services to the City of Laguna Hills.

GMU possesses extensive experience and proposes to provide the following services for the City of Laguna Hills:

- Pavement Engineering
- Pavement Management Planning
- Geotechnical Engineering and Testing Services
- Observation/Testing of Soils/Grading
- Review/Plan Check Services, including Geotechnical, Structural, Hydrology Studies, WQMP, and Grading Plan Check
- Special Inspection Services
- Materials Testing
- Observation/Testing of Paving



Mr. Joe Ames, **CITY OF LAGUNA HILLS**
Statement of Qualifications, On-Call Services

GMU's staff consists of highly qualified registered professionals and engineering technicians with experience in all phases of geotechnical engineering, materials testing, and engineering geology. GMU employs a staff of 45 people, including 7 Professional and Geotechnical Engineers and 5 Certified Engineering Geologists, all of whom are licensed by the State of California. In addition, our Principal / Director of Pavement Engineering specializes in providing pavement design and construction services to public agencies. GMU's engineering technicians and registered special inspectors have an average of 15 to 20 years of experience and hold multiple certifications from ACI, ICC, Caltrans, and the County of Orange. GMU's in-house laboratory is certified by Caltrans, the County of Orange, AMRL, DSA, and other public agencies.

Roger Schlierkamp, a California registered professional engineer, will serve as the primary contact for the City of Laguna Hills. Mr. Schlierkamp can be reached directly at:

Roger Schlierkamp, M.Sc., P.E.
Director of Pavement Engineering
Civil Engineer
GMU Geotechnical, Inc.
30336 Esperanza
Rancho Santa Margarita, CA 92688
Office (direct): 949-546-0017
Mobile: 949-300-2158
E-mail: rschlierkamp@GMUgeo.com

Our website, www.GMUgeo.com, offers a virtual tour of GMU and an overview of some of GMU's projects. Please do not hesitate to call if you have any questions regarding this statement of qualifications.

Respectfully submitted,




Michael B. Moscrop, M.Sc., P.E., GE
President, Senior Principal Geotechnical Engineer
mmoscrop@GMUgeo.com



2025 SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

Document Preparation and Project Services	\$ 110.00/hour
CAD/GIS Design Engineer	\$ 132.00/hour
Staff Engineer or Geologist	\$ 175.00/hour
Senior Staff Engineer or Geologist	\$ 192.00/hour
Project Engineer or Geologist	\$ 215.00/hour
Senior Engineer or Geologist	\$ 255.00/hour
Associate Engineer or Geologist	\$ 272.00/hour
Principal/Director	\$ 295.00/hour

FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician	\$ 110.00/hour*
• Services provided under direct supervision of a Senior Engineering Technician	
Senior Engineering Technician	\$ 130.00/hour*
• Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.	
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
Registered Special Inspector (<i>No 4-hour minimum</i>)	\$ 130.00/hour*
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
• Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing	
Instrumentation Engineer	\$ 175.00/hour
• Slope inclinometer and Piezometer monitoring	
• Manometer for floor-level surveys	
• Stormwater turbidity & pH meter	
• Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.	
• Pipeline video camera for drains, wells, etc.	
Engineering Seismological Technician (includes 3-channel seismograph)	\$ 175.00/hour
• Blast vibration monitoring	
• Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)	

***Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply, except for night work.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq.

Add \$ 39.00/hour

LABORATORY TESTING SERVICES

Laboratory Testing	\$ 142.00/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Amendment No. 1 to Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc.

Recommendation: That the City Council approve proposed Amendment No. 1 to the current Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc., and authorize the Mayor to execute the Agreement.

Background:

On April 21, 2020, City Council approved the current five-year Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc. to provide full-service weed abatement maintenance services for the purpose of reducing fire hazards and removing unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled basis and on-call, as-needed basis. The current Agreement expires June 30, 2025. The current Agreement allows for one (1) three-year extension on the same terms and conditions as the original Agreement. Specialty Mowing Services, Inc. has provided excellent service to the City and support to City staff over the past five years. Consequently, City staff recommend that City Council approve proposed Amendment No. 1 to the current Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc. to provide continued weed abatement services for another three years, ending June 30, 2028.

Fiscal Impact:

The continued use of full-service weed abatement maintenance services is incorporated and considered in the annual Public Works Department Operating Budget. By entering into this on-call Maintenance Services Agreement for as-needed services, the City is

neither obligating itself nor guaranteeing any compensation to Specialty Mowing Services, Inc. The proposed Maintenance Services Agreement increases the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$300,000 from \$265,000 to \$565,000.

Attachments:

1. Maintenance Service Agreement with Speciality Mowing, Inc.
2. Proposed Amendment No 1 to MSA with Speciality Mowing, Inc.

CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT
Specialty Mowing Services, Inc.

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of May 2020, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and SPECIALTY MOWING SERVICES, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified and experienced contractor capable of performing citywide full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled as well as on-call, as-needed basis (the "Project").

B. In response to City's Notice Inviting Bids for Citywide Weed Abatement Maintenance Services, dated February 25, 2020, Contractor has submitted to City a proposal, dated March 23, 2020, to provide full-service citywide weed abatement maintenance services to City for the Project pursuant to the terms and conditions of this Agreement and in accordance with the City's established Weed Abatement Specifications.

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

D. City now desires to retain Contractor to provide such work and services for the Project.

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

RECEIVED

APR 13 2020

CITY OF LAGUNA HILLS

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform citywide weed abatement maintenance services to City for the Project as set forth in Contractor's Proposal/Scope of Work, dated March 23, 2020, and in accordance with the City's established Weed Abatement Specifications, which are each attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's established Weed Abatement Specifications, and, (3) the Contractor's signed, original Proposal/Scope of Work dated March 23, 2020 ("Contractor's Proposal"), including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Rates and Unit Prices, submitted to City, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's established Weed Abatement Specifications for the Project, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Weed Abatement Specifications for the Project, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Weed Abatement Specifications for the Project (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

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

Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

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

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in either Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Weed Abatement

Specifications (Exhibit "B"), or to make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Contractor's Proposal/Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Services identified in the Contractor's Proposal/Scope of Work exceeds any time or material amounts or estimates provided therein.

1.9 Prevailing Wages.

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

1.9.2 Labor Code/DIR Compliance. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

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

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

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

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

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

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

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

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

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state agency having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Laguna Hills Local Implementation Plan ("LIP"), and the applicable Water Quality Management Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 *Intentionally omitted.*

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

1.13 Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any Work and/or Services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates and Unit Prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A"), but not exceeding the total maximum contract amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may

be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges, and unit prices set forth in Exhibit "A" attached hereto. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from May 1, 2020, through June 30, 2022). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on May 1, 2020 and ending on June 30, 2025. The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option") under the same terms and conditions.

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

3.5 *Intentionally omitted.*

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Martti Silvola, President**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to

personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

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

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

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents and volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due

its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's

existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

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

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

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

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

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

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

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

recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

5.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or

other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine,

copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

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

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

herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Contractor :</u>	Specialty Mowing Services, Inc. Attention: Martti Silvola, President 2910 Rainbow Glen Road Fallbrook, California 92028 Telephone: (760) 728-1591

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No

amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

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

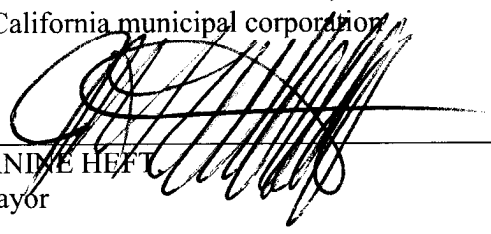
10.7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by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

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

[SIGNATURES ON NEXT PAGE]

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

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



JANINE HEFT
Mayor

ATTEST:



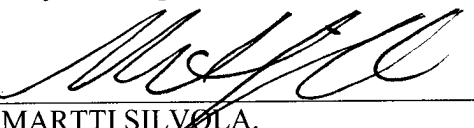
MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:



GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"
Specialty Mowing Services, Inc.

By: 

MARTTI SILVOLA,
President/Secretary

EXHIBIT “A”

CONTRACTOR'S PROPOSAL/ SCOPE OF WORK

DATED: MARCH 23, 2020

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
COVER LETTER,
STATEMENT OF QUALIFICATIONS,
SCHEDULE OF PERFORMANCE,
AND
SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES



Lic # 1045401-C27
DIR # 1000059700

03 /23 /2020

City of Laguna Hills
Attn: Sal Quinones
24035 El Toro Rd
Laguna Hills, CA 92653
Office: (949) 707-2600
Fax: (949) 707-2614
squinones@lagunahillsca.gov
krosenfield@lagunahillsca.gov

Subject: Weed abatement services contract for 2020

Ladies and Gentlemen of the City of Laguna Hills. Thank you for the opportunity to bid on services to serve you and your city this year. I have anticipated this project since this time last year as I was managing the progress and helping deliver a successful weed abatement season. I look forward to another equally if not exceptional year while the performance and efficiencies increase with every day on the job. Please find attached my proposal for the 5 year service agreement commencing in 2020.

Respectfully,



Martti Silvola



Lic # 1045401-C27

DIR # 1000059700

03 /23/2020

City of Laguna Hills
Attn: Sal Quinones
24035 El Toro Rd
Laguna Hills, CA 92653
Office: (949) 707-2600
Fax: (949) 707-2614
squinones@lagunahillsca.gov
krosenfield@lagunahillsca.gov

Subject: Weed abatement services contract

Project Location: Various city owned or managed locations

Proposal: Specialty Mowing Services, Inc. proposes to provide the full scope of services to abate by mowing and/or weed eating approx. 81 total acres of city owned or managed open space along with required private parcel mowing per city code. The 15 project areas as described in the City of Laguna Hills weed abatement contract book. As per direction of Sal Quinones and Amber Shaw.

Specialty Mowing Services, Inc. is willing and able to sign and comply with the Sample Draft Citywide Weed Abatement Maintenance Services Agreement.

Schedule of Performance:

Site precon meeting: Mid May as scheduled with Sal Quinones

Project start: 5/26/20 Starting the day after Memorial day Specialty Mowing Services, Inc. will mobilize starting with Area 1,2 and then work through the listed areas on consecutive days until completion and finishing prior the last business day of June.

Private parcel weed abatement: 6/15-19/19 (or as directed by City inspectors)

Project completion in full: No later than 6/26/19 City weed abatement contract completed in full

Notes and Exclusions:

Specialty Mowing Services, Inc. will provide labor, materials, tools and operators and equipment for the mowing and/or removal of annual weed growth.

No exclusions.

Schedule of compensation:

See attached for schedule of compensation.

Assigned Key Personnel:

- Mike Sandoval – Project manager and direct onsite contact for City inspector (past business owner and project manager)
- Martin Clark- Mower operator 2 year
- Darrell Wood – Mower operator 4 years
- Per Naerbo - Mower operator 30 years

Equipment List:

- 2018 CAT 299D2XHP rubber track enclosed cab with CAT BR378 78" Rotary mower or CAT HM418C Mulcher (110HP)
- 2014 New Holland TV6070 4x4 enclosed cab tractor with Bomford 80M arm Flail mower (155HP)
- 1999 Case MX-110 MAXXUM 4x4 enclosed cab tractor with Bomford 55M arm Flail mower (110HP)
- 1998 Case MX-110 MAXXUM 4x4 enclosed cab tractor with Bush Hog 3209 offset rotary cutter (110HP)
- 2018 Spider Remote controlled all wheel steering slope mower (24HP)
- 2015 Billy Goat Outback Brush cutter with 26" (11.7HP)
- Stihl 131 line trimmers
- Stihl BG55 blowers
- Kidde Pro Plus 2.5g. water Fire extinguishers (Mounted on all equipment and 1 with every hand crew)
- 2011 Peterbilt 388 tractor/trailer (550HP) (Equipment mobilization)
- All enclosed cab tractors have 2-Way radio's for operator safety and efficiency along with 1ea. 2-1/2g. pressurized water tanks and shovel.

Contact: Martti Silvola (760) 403-5236 President at Specialty Mowing Services, Inc.

Specialty Mowing Service (Founded in 1977), formerly a dba under NPC Construction, was aquired by Martti Silvola in Q2 of 2018 as a new venture and incorporated as Specialty Mowing Services, Inc. to continuing to serve California with top level weed abatement and ROW maintenance services. Prior to the Specialty Mowing aquisition Martti Silvola owned and operated a Design/Build landscape design company that was founded by his father in 1974. The last 4 years focusing on Public Agency Landscape water management. His work includes a 31 controller upgrade for the City of Laguna Hills under a project lead by Weathermatic.

Martti Silvola has been continuously Licensed as a California contractor with the CSLB since 2007. Prior to that his experience ranges from welding to automotive SRS systems diagnostics and repair to the concrete construction industry operating Putzmeister boom pumps from 23m to 43m in reach.

Hobbies and passions include HAM Radio, RC Cars, Motorcycles, off road Race cars, Family time and RV travel around the US.

In his words:

I grew up in a plant nursery that my father built in the 70s. Horticulture was all around me. I was absorbing conservation and sustainability before I could eat mud! I have worked full time in the Nursery/Landscape industry for over 16 years now and I keep liking it more and more. I have earned certificates from the irrigation association which are CIC- Certified Irrigation Contractor and CLIA- Certified Landscape Irrigation Auditor. I didn't realize how dedicated to sustainability I was until I completed these goals! It feels great to be at the top in my field and feels even better when I can help someone else do the same. I love to create both beautiful landscapes and happy smiles on the faces of satisfied clients. Customer satisfaction is a piece of cake when your work is top notch. ;)

Specialty Mowing is a strategic acquisition to expand in the landscape contracting industry. It allows us to tap into a market that complements the current work we already do.

Martti Ole Bertil Silvola

2910 Rainbow Glen Road, Fallbrook, CA 92028 – 760-403-5236 –
marlli@specialtymowing.com

Objective	Business development has become my focus after growing in the landscape industry from 1998 to 2018. I have no industry focus specifically rather the business development behind a landscape related business.
Experience	President Specialty Mowing Services, Inc., Fallbrook, CA 2018 – Current Owner and GM Sole Member Moose Mountain Industries, LLC. Florence, MT Dba: Aqualumen Group USA 2018 – Current Owner and Territory manager , San Diego market Manufacturer Rep agency for Kichler landscape lighting and Precision Pump Systems President/GM Finnamex, Inc., Fallbrook, CA 2002 – 2019 Design/Build landscape services, Water conservation services Certified Irrigation Contractor Certificate, Irrigation Association Certified Landscape Irrigation Auditor Certificate, Irrigation Association Concrete Boom Pump Operator Fast Flow Concrete Pumping, Temecula, CA 1999 – 2002 Operated 43 Meter and smaller concrete placement pumps
Education	Certificate of Entrepreneurship Goldman Sachs 10,000 Small Businesses- CEO Leadership program, Long Beach, CA 2017 Cohort Ambassador Certificate, Automotive Engineering Technology/Technician Universal Technical Institute, Rancho Cucamonga, CA 1999 Valedictorian
Interests	Creating reasonable yet challenging goals in business development to create meaningful jobs for the community as many times in my life as possible.
References	References are available on request.



CITY OF LAGUNA HILLS

March 12, 2020

To all Bidders:

SUBJECT: ADDENDUM NO. 1 TO NOTICE INVITING BIDS AND SPECIFICATIONS
FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

Bidder's shall take note of the following clarification of the Base Bid Schedule as follows:

On page P-9, Bid Item 14, *La Paz Rd open space, easterly of Alameda Avenue, per plan: (mower)*, 5.5 acres, is represented in Appendix II, Base Bid Area Maps, by two separate map pages labeled "Item 14" and "Item 15."

On page P-9, Bid Item 15, *Debris Removal per dump truck load*, 1 EA, and Bid Item 16, *Mobilization (limited to 5%)*, LS, do not have any location maps associated with those bid items.

There is no change to the Bid Schedule on page P-9. There is no change in the Bid date or time due to this Addendum No. 1. Bidder's shall acknowledge this Addendum No. 1 by signing below and shall return this page with their Bid Proposal.

Sincerely,

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

BIDDER'S ACKNOWLEDGEMENT

 3/13/2020
Signature Date

Martini Silva
Bidder's Name

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460



Capability Statement

Core Competencies:

- Boom Mowing/hedging of roadway shoulders and slopes by Flail, Sawing or Sickle bar
- Flat Mowing of roadway shoulders, fields and basins.
- Mastication – Land clearing, Fire clearance, Forestry, Vegetation reduction
- Wildfire Fuel Mitigation Services
- Right of Way Encroachment Mitigation
- Remote control slope mowing using advanced, risk mitigating Spider brand mowers

Past Performance:

- | | | |
|---|----------------------------|----------------|
| • Cal Trans (Dist.11) / Contact: | Jeff Hawkins | (858) 518-8214 |
| • Fresno Flood Control District / Contact: | Mark Featherstone | (559) 260-5066 |
| • City of Laguna Hills / Contact: | Sal Quinones | (949) 707-2653 |
| • City of Buena Park / Contact: | Jeff Porter | (714) 580-1081 |
| • City of Indio / Contact: | Terry Cechin | (760) 391-4140 |
| • San Diego Zoo Wild Animal Park / Contact: | Gail Thurston | (760) 796-5638 |
| • Rainbow Municipal Water Dist. / Contact: | Chad Williams/Tom Kennedy | (760) 728-1178 |
| • Rancho California Water Dist. / Contact: | Kevin Marcoux/Justin Weeks | (951) 296-6900 |
| • South Orange County Wastewater Authority / Contact: | James Jones | (949) 234-5487 |

Differentiators:

Specialty Mowing Services, Inc. has been serving both public and private customers in California since 1977. The experience gained in this time along with our high quality equipment gives Specialty Mowing Services, Inc. a tremendous advantage when looking for flat, slope, hedge mowing or mastication solutions. With multiple wheeled and tracked mowers/masticators, fire suppression apparatus, and the capability to deploy crews for hand work, Specialty Mowing Services, Inc. provides our clients with the flexibility to tackle any fire clearance, vegetation reduction, mowing or weed abatement project.

Company Data:

Specialty Mowing Services, Inc. is a family owned business with 5 regular managing employees, seasonal labor according to work load and a service area that encompasses the entire state of California.

- NAICS 561730, 115310 ~ CAGE code 8HQB8 ~ DUNS # 117439643 ~ EIN # 83-0611044

Contact Info: Martti Silvola, Company President - Cell: (760) 403-5236 / Email: martti@specialtymowing.com
Dan Paulson, Business Dev./Sales - Cell: (760) 410-9770 / Email: dan@specialtymowing.com

2910 Rainbow Glen Road ▪ Fallbrook, CA 92028 ▪ (760) 728-1591

www.specialtymowing.com

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL SUBMISSION REQUIREMENTS

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Sealed Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Citywide Weed Abatement Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A proposed Schedule of Performance.
4. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
5. All the following Bid Proposal "P" pages.

BIDDER'S NAME S

CITY OF LAGUNA HILLS

**PROPOSAL
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

TO CITY OF LAGUNA HILLS, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

BIDDER'S NAME: _____

DATE March 23, 2020

BIDDER'S ADDRESS: _____

BY Marthi Silva
(Print Name)

~~SPECIALTY MOWING SERVICES, INC~~
~~2910 RAINBOW GLEN RD~~
~~FALLBROOK, CA 92028-8460~~

[Signature]
(Signature)

PHONE: 760-728-1591

TITLE President

Subscribed and sworn to before me
this _____ day of _____, 20____

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

See attached

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

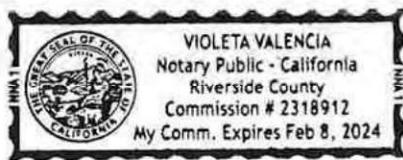
Subscribed and sworn to (or affirmed) before me

on this 23 day of March, 2020,
 by Date Month Year

(1) Martti Silvola

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature _____
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal for Citywide Weed Abatement

Document Date: 03-23-2020 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

Business Address _____

Email: martti@specialtymowing.com Telephone: (760) 728-1591

State Contractor's License No. and Class 1045401 C-27

Original Date Issued 10/9/2018 Expiration Date 10/31/2020

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Martti Shola, President, sole owner, 2910 Rainbow Glen Rd. Fallbrook
CA 92028 760-403-5236

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Moose Mountain Industries, LLC dba: Agualumen Group USA

Subscribed and sworn to before me
this _____ day of _____, 20____.

(Signature of Notary Public)

(SEAL)

See attached

By Martti Shola
(Print Name)

[Signature]
(Signature)

Title President

Date 3/23, 2020

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

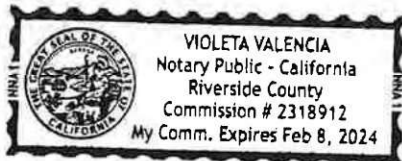
Subscribed and sworn to (or affirmed) before me

on this 23 day of March, 2020,
 by Date Month Year

(1) Martti Silvola

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature _____
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Information

Document Date: 03-23-2020 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name None
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME _____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

City Name See Attached Capabilities Statement
Address with applicable info.
Phone No. _____ Contact: _____
Description of Work _____

City Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

City Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number 1045401 C-27

DIR Registration No. 10000 59700

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation SPECIALTY MOWING SERVICES, INC

2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

Business Address _____

Corporation organized under the laws of the State of California

Marthi Siivola

Name of President of Corp./ Company

Marthi Siivola

Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of _____, 20____

By: [Signature]
(Signature)

(Signature of Notary Public)

By: Marthi Siivola, President
(Print Name and Title)

(SEAL)

(SEAL)

See attached

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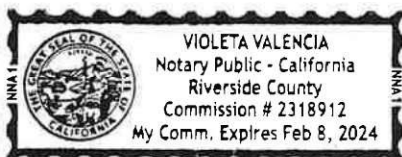
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[Signature]
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Description of Attached Document

Title or Type of Document: Licensing Statement
 Document Date: 03-23-2020 Number of Pages: _____
 Signer(s) Other Than Named Above: NONE

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

The party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/23/20 [date], at Fallbrook [city], CA [state]."

Signed

[Signature]

President

Title

Marshall Smith

Bidder's Name

Subscribed and sworn to before me
this _____ day of _____, 20____.

Signature of Notary Public

See attached (SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

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County of Riverside

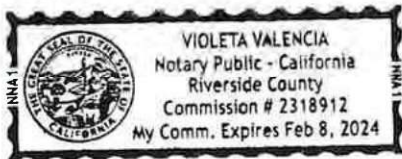
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by Date Month Year

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Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

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Description of Attached DocumentTitle or Type of Document: Non-Collusion AffidavitDocument Date: 03-23-2020 Number of Pages: _____Signer(s) Other Than Named Above: NONE

BIDDER'S NAME: _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

BASE BID (see location maps in Appendix II)

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	Veeh Ranch Park, east and west of Santa Vittoria Dr, per plan: hand work	SF	36,000	\$.026	\$ 936.00
2	Ridge Route Drive parcel west of Santa Vittotria Dr, per plan: mower	ACRE	1.7	300.-	510.-
3	Christina Ct open space, east and west ends, per plan: hand work	SF	8,000	.026	208.-
4	Alicia Pkwy northside open space, east and west of Laguna Ct, per plan: hand work	SF	24,000	.026	624.-
5	La Paz Rd northside open space, east of Alameda Av, per plan: hand work	SF	42,000	.026	1,092.-
6	Alicia Pkwy southside open space between Aliso Hills Dr and La Paz Rd, per plan: hand work	ACRE	8	900.-	7,200.-
7	Oso Pkwy southside open space between Moulton Pkwy & Bridlewood along fenceline, per plan: hand work	SF	37,000	.026	962.-
8	Oso Pkwy southside open space between Moulton Pkwy & Nottingham Ct, per plan: mower	ACRE	12	420.-	5,040.-
9	Oso Pkwy southside open space between Nottingham Ct and Bridlewood Dr, per plan: hand work	SF	32,000	.026	832.-
10	Alicia Pkwy northside open space westerly of Community Center Dr, along bike trail, per plan: (hand work)	SF	10,000	.026	260.-
11	Open space westerly of LH High School, per plan: (mower)	ACRE	4.6	420.-	1,932.-
12	Alicia Pkwy southside open space, westerly of Paseo de Valencia, per plan: (mower)	ACRE	45	420.-	18,900.-
13	Oso Pkwy northside open space, behind Oroville Pl, per plan: (hand work)	SF	3,000	.093	279.-
14	La Paz Rd open space, easterly of Alameda Av, per plan: (mower)	ACRE	5.5	550.-	3,025.-
15	Debris Removal per dump truck load	EA	1	1000	1,000.-
16	MOBILIZATION (limited to 5%)	LS	1	2000.-	2,000.-
TOTAL BASE BID IN FIGURES				\$	44,800.00

Continued next page

BIDDER'S NAME: _____

**PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

TOTAL BASE BID IN WORDS:

Forty Four Thousand Eight hundred DOLLARS

AND zero CENTS.

**BIDDER SHALL ALSO COMPLETE THE FOLLOWING BID UNIT PRICES FOR ANY
ADDITIONAL WORK AS SOLELY DETERMINED NECESSARY BY CITY.**

ADDITIONAL WORK BID (See location maps in Appendix III)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE
A	Misc. hand work	SF	1	\$ 1.25
B	Misc. mower work	ACRE	1	\$ 6,534.00
C	Pampas Grass removal and disposal	ACRE	1	\$ 7,000.00
D	Removal and disposal of dead Tree less than 12" diameter	EA	1	\$ 400.00
E	Removal and disposal of dead Tree greater than 12" diameter	EA	1	\$ 750.00
F	North side of La Paz West of Aliso Hills, per plan: hand work	ACRE	2	\$ 2000.00
G	South side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	5.5	\$ 1,273.00
H	North side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	2	\$ 2,500.00
I	Santa Vittoria Channel, per plan: hand work	ACRE	1	\$ 4,356.00

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BASE BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL WORK. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BID IN FIGURES" AND THE "TOTAL BID IN WORDS", THE "TOTAL BID IN WORDS" SHALL PREVAIL. THE BASIS OF COMPARISON OF BIDS SHALL BE ON THE TOTAL BASE BID ONLY.

Continued next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 23 day of March, 2020.

BIDDER _____

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

Subscribed and sworn to before me this _____ day of _____, 2020.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
(PRINT)

(SIGNATURE)

Title _____

See attached

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

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State of California

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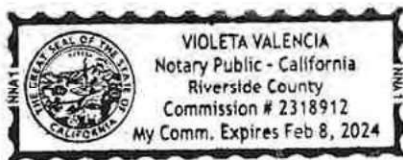
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Description of Attached Document

Title or Type of Document: Proposal Bid Sheets
 Document Date: 03-23-2020 Number of Pages: _____
 Signer(s) Other Than Named Above: NONE

EXHIBIT “B”

**CITY OF LAGUNA HILLS
NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

DATED: FEBRUARY 25, 2020

CITY OF LAGUNA HILLS
CALIFORNIA



NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

Issued: February 25, 2020

Bid Opening: March 24, 2020 at 3:00 pm

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:



Kenneth H. Rosenfield, City Engineer
R.C.E. No. 33496
Expires 6/30/20

2/25/2020

Date

CITY OF LAGUNA HILLS

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CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

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**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as CITY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated Project in strict accordance with this Notice Inviting Bids, Specifications and Citywide Weed Abatement Maintenance Services Agreement on file in the City Clerk's Department of the City of Laguna Hills.

Bids for a Base Bid and Additional Work Bids will be received by the City Clerk at the City of Laguna Hills until 3:00 pm on the 24th day of March 2020, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL."** The determination of the lowest bid value shall be based upon a comparison of the Base Bid only.

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of all-inclusive citywide weed abatement and debris removal maintenance services, including, but not limited to, full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled as well as on-call, as-needed basis (the "Project").

The City reserves the right, after opening bids, to reject any or all bids and will procure the services for Project consistent with the City's procurement regulations, procedures, and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of ninety (90) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document. To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide up to ten pages of additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Citywide Weed Abatement Maintenance Services Agreement, the Contractor shall possess a State of California Contractor's License as appropriate

for the performance of the work herein described. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

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

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (see Appendix I) Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final.

Complete sets of Specifications may be obtained by request at no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Specifications can be mailed for an additional \$10.00 (ten dollars) per set, or call for express delivery rates. You may obtain information regarding the Bid and plan holder's list by accessing the City's website at "www.lagunahillsca.gov", clicking on "Doing Business, Bid Opportunities, CIP/RFP," then clicking on the specific job in which you are interested. You may also access the website after the bid date to obtain information regarding the award of bid.

Dated this 25th day of February 2020.

CITY OF LAGUNA HILLS, CALIFORNIA


MELISSA AU-YEUNG
CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT

1. BID PROPOSAL FORMS

Bid Proposal(s) shall be submitted in writing on the Bid Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any submission not meeting these requirements. Bid Proposals shall consist of a Base Bid and Alternate Bids.

2. NON-COLLUSION AFFIDAVIT

Contractor shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the Bid Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

3. PROPOSAL BID SHEET

Contractors shall give unit prices for each and all of the items set forth. No aggregate proposal(s) will be considered. The Contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and may change over the duration of the Project. Contractor shall make its own estimates as to the extent of the work. In case of a variation between the unit price and the totals shown by the Contractor, the unit price will be considered to be the bid.

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered by messenger. However, it is the Contractor's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city

department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a Bid Proposal will render it irregular and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF CONTRACTORS

In the event that any Contractor acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Contractor will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one. No Agreement will be executed unless the Contractor is licensed in accordance with the provisions of the State Business and Professions Code.

8. INTERPRETATION OF DOCUMENTS

If any person/company/corporation contemplates submission of a Bid Proposal for the proposed Project and is in doubt as to the true meaning of any part of the specifications or other proposed documents, or finds discrepancies in, or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretations of the proposed documents. Contractor shall field review the site of the Project and completely familiarize themselves with all of the work necessary to complete the Project as described in the Specifications.

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them. Before submitting its Bid Proposal, each Contractor shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

All Bid Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to Bid Proposal(s) for contracts of this nature whether the same are expressly referred to herein or not.

Any Contractor submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications and Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Additional Work Bids to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar

days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, the selected Bidder shall hold a Contractor's License or a combination of licenses, as appropriate to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Contractor to whom the award is contemplated. No Contractor may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the attached Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this

requirement shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL SUBMISSION REQUIREMENTS

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Sealed Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Citywide Weed Abatement Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A proposed Schedule of Performance.
4. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
5. All the following Bid Proposal "P" pages.

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

**PROPOSAL
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

TO CITY OF LAGUNA HILLS, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____

DATE _____, 20__.

BIDDER'S ADDRESS: _____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

Subscribed and sworn to before me
this _____ day of _____, 20__

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Subscribed and sworn to before me
this _____ day of _____, 20__.

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20__

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME _____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

City Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

City Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

City Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of _____, 20____

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

The party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signed _____

Title

Bidder's Name

Subscribed and sworn to before me
this _____ day of _____, 20____.

Signature of Notary Public

(SEAL)

BIDDER'S NAME: _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

BASE BID (see location maps in Appendix II)

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	Veesh Ranch Park, east and west of Santa Vittoria Dr, per plan: hand work	SF	36,000		
2	Ridge Route Drive parcel west of Santa Vittotria Dr, per plan: mower	ACRE	1.7		
3	Christina Ct open space, east and west ends, per plan: hand work	SF	8,000		
4	Alicia Pkwy northside open space, east and west of Laguna Ct, per plan: hand work	SF	24,000		
5	La Paz Rd northside open space, east of Alameda Av, per plan: hand work	SF	42,000		
6	Alicia Pkwy southside open space between Aliso Hills Dr and La Paz Rd, per plan: hand work	ACRE	8		
7	Oso Pkwy southside open space between Moulton Pkwy & Bridlewood along fenceline, per plan: hand work	SF	37,000		
8	Oso Pkwy southside open space between Moulton Pkwy & Nottingham Ct, per plan: mower	ACRE	12		
9	Oso Pkwy southside open space between Nottingham Ct and Bridlewood Dr, per plan: hand work	SF	32,000		
10	Alicia Pkwy northside open space westerly of Community Center Dr, along bike trail, per plan: (hand work)	SF	10,000		
11	Open space westerly of LH High School, per plan: (mower)	ACRE	4.6		
12	Alicia Pkwy southside open space, westerly of Paseo de Valencia, per plan: (mower)	ACRE	45		
13	Oso Pkwy northside open space, behind Oroville Pl, per plan: (hand work)	SF	3,000		
14	La Paz Rd open space, easterly of Alameda Av, per plan: (mower)	ACRE	5.5		
15	Debris Removal per dump truck load	EA	1		
16	MOBILIZATION (limited to 5%)	LS	1		
TOTAL BASE BID IN FIGURES				\$	

Continued next page

BIDDER'S NAME: _____

**PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS.

**BIDDER SHALL ALSO COMPLETE THE FOLLOWING BID UNIT PRICES FOR ANY
ADDITIONAL WORK AS SOLELY DETERMINED NECESSARY BY CITY.**

ADDITIONAL WORK BID (See location maps in Appendix III)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE
A	Misc. hand work	SF	1	
B	Misc. mower work	ACRE	1	
C	Pampas Grass removal and disposal	ACRE	1	
D	Removal and disposal of dead Tree less than 12" diameter	EA	1	
E	Removal and disposal of dead Tree greater than 12" diameter	EA	1	
F	North side of La Paz West of Aliso Hills, per plan: hand work	ACRE	2	
G	South side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	5.5	
H	North side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	2	
I	Santa Vittoria Channel, per plan: hand work	ACRE	1	

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BASE BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL WORK. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BID IN FIGURES" AND THE "TOTAL BID IN WORDS", THE "TOTAL BID IN WORDS" SHALL PREVAIL. THE BASIS OF COMPARISON OF BIDS SHALL BE ON THE TOTAL BASE BID ONLY.

Continued next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2020.

BIDDER _____

Subscribed and sworn to before me this _____ day of _____, 2020.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
(PRINT)

(SIGNATURE)

Title _____

(SEAL)

CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Contractor, by submitting their bid, is agreeing to enter into the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Citywide Weed Abatement Maintenance Services Agreement is attached (see Appendix I).

2. CONFLICTS

In case of any conflict between the Notice Inviting Bids, these Specifications and the Agreement, the Agreement shall take precedence.

3. BASE BID AND ADDITIONAL WORK BIDS

The Bidder shall provide bid values for the Base Bid and all Additional Work Bids. Bids shall be compared on the basis of the Base Bid only for the determination of the lowest responsive Bidder. The City shall have the authority to select a company/Contractor to enter into the Agreement to provide services on the basis of the Base Bid and/or any combination of Alternative Bids and in accordance with the "best qualified vendor selection criteria" as described herein.

The Base Bid shall provide unit prices for Weed Abatement maintenance as shown on the Bid Schedule of all designated City Weed Abatement Areas (see Appendix II for Base Bid maps of Weed Abatement Areas). Additional Work Bid shall provide unit prices for Weed Abatement maintenance as shown on the Additional Work Bid Schedule (see Appendix III for Additional Work Bid maps of the City Weed Abatement Areas) as described in the Scope of Work.

4. AWARD OF CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the best qualified vendor in accordance with all of the following provisions of the LHMC.

"3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting City department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

The City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Company/Contractor to whom the award is contemplated. No Bidder may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Draft WEED ABATEMENT Maintenance Services Agreement.

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of five (5) years, commencing on May 1, 2020, and ending on June 30, 2025 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

Any extension of the Term pursuant to the Renewal Option shall only be made on the basis of the terms, conditions, requirements and schedule of compensation as provided for in the five-year Initial Term of the Agreement.

6. METHOD OF PAYMENT

The Contractor shall present, for the previous month, a monthly invoice for the contracted monthly amount for regular maintenance for the lump sum price proposed and, separately, for any extra work as preauthorized by Task Order as issued by City. The monthly invoice shall be accompanied with a narrative description of all work completed in the preceding month and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Failure to invoice monthly, within 30 days of the last day of the preceding month, then said invoice shall not be due and payable. Payment will be made monthly only after verification of completion of the scheduled work and any extra work. Send monthly invoices to: Director of Public Services, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. COMPENSATION

Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the unit prices bid for specified Weed Abatement maintenance and no additional compensation will be allowed therefore. The general work activities (for a complete list, consult the Special Provisions within these Specifications) included in the unit prices price shall include, but not be limited to, the following work within the locations of Weed Abatement Areas (see Appendix II):

- a) Mobilization including the transporting of equipment to and from work sites, the provision of sanitary facilities and all tools.
- b) Mowing, flailing and tractor work to cut weeds to ground height.
- c) Hand work to cut weeds.
- d) Debris removal.
- e) Site cleanup.

8. TASK ORDER FOR EXTRA WORK

No extra work or additional work shall be performed without the City issuance of a Task Order authorizing the work. The following procedure will govern such work.

- 1. Extra work or additional work shall not be initiated without written authorization as represented by a Task Order. Otherwise, work performed prior to written authorization shall not be paid.

2. Work will be executed in a timely manner meeting the approval of the City on a Unit Price basis, an agreed lump sum price or time and material basis as defined in the Task Order.
3. Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Contractor and used for the extra work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Contractor's use.
4. Equipment rental costs for extra work or additional work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
5. Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for extra work or additional work and may use other forces as deemed appropriate by the City without any effect on this Agreement.
4. Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Contractor and used for the extra work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Contractor's use.
5. Equipment rental costs for extra work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
6. Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for extra work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. PREVAILING WAGES

The Agreement includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement,

Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.”

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders’ sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (Appendix I) draft WEED ABATEMENT Maintenance Services Agreement.

10. ANTI-KICKBACK AND WORK STANDARDS

The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and the standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

11. EMERGENCY NUMBERS

The Company/Contractor shall furnish the City with toll-free emergency telephone numbers which can be called 24 hours a day during emergency conditions. The Contractor shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of

notification of emergency situations. An answering service is not adequate for emergency calls.

12. LICENSES

The Contractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

13. DRESS CODE AND APPEARANCE

The Company/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the Weed Abatement maintenance personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

14. INTERACTION WITH PUBLIC

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project.

15. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any Weed Abatement area. If such alterations affect the provision of the Agreement, the Contractor shall submit a cost reduction to the Agreement resulting from the new work.

16. CITY LIAISON

The City Representative and the Contractor's Supervisor will meet on a weekly basis, or more frequently if the City so desires. The purpose of this meeting will be to discuss general and specific status of Weed Abatement maintenance. More frequent contact may be required between the City's Representative and the Contractor's Supervisor separately from these meetings.

17. REVIEW OF PROJECT SERVICES

Upon request, the Contractor will walk the Project with the City Representative for the purpose of determining compliance with the Specification or to discuss required work.

18. SUBSTITUTIONS

Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City Representative.

19. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions and Special Provisions. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

20. COMMUNICATIONS

In addition to emergency telephone access and weekly meetings, Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Contractor shall maintain and utilize an email account specific to the City of Laguna Hills. Email shall be the routine communication media for submission of documents, requests, work orders, reports, etc.

21. SCHEDULING OF OPERATIONS/HOLIDAYS

The Contractor shall perform its work at such time as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. The Contractor shall submit a Weed Abatement Maintenance Services Schedule describing when work will be accomplished. The schedule shall be subject to approval and change by the City and shall be submitted prior to starting any work.

The Contractor shall complete all Weed Abatement Maintenance Services during normal working days, Monday to Friday, between May 1st and June 15th of each year. The Contractor shall be on-call for work at other times of the year as determined needed by City.

22. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor full-time (40 hours per week) within the City limits of the City of Laguna Hills, working regular working hours for the duration of this Contract. Supervisors shall have a minimum of five (5) years' experience in Weed Abatement maintenance supervision. The Supervisor and staff shall have expertise and experience the operation of equipment and tools necessary to complete weed abatement. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include

experience in similar projects of the type found in the City of Laguna Hills. The Supervisor or any member of staff determined by the City Supervisor not effectively meeting or exceeding the aforementioned requirements are to be replaced immediately upon request.

23. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Contractor of the above-stated obligation.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

1. Utility Requirement

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the locations of their substructures in the work area when the Contractor gives at least a 48 hour notice to the Underground Service Alert by calling (800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	1265 N. Van Buren St.	Anaheim, CA 92807	David Goldstein	714/666-5696
OCTA	550 S. Main Street	Orange, CA 92613	Kyle Poff	714/560-5816
SCE	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water	24251 Los Alisos Bl.	Lake Forest, CA 92630	Brian Miller	949/837-7050
Gas Company	1919 S. State College	Anaheim, CA 92806	Mike Duenaz	714/634-3158
Gas Company Transmission	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693	Mike Campuzano	949/254-1779

SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
SDGE	662 Camino de los Mares	San Clemente, CA 92673	Dolphus D. Davis	949/369-4721

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the work period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

2. Safety Orders

The Contractor shall comply with the provisions of any City ordinances or regulations, State Laws, and Federal Regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend.

Prior to beginning of excavations requiring shoring, the Contractor shall provide the design of the shoring system as prepared by a licensed civil engineer and designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for safety and for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during the Project.

24. CONTRACTOR NEGLECT

Any damage to City or private property, including loss of plant material, which has been determined by the City to be due to the Contractor's neglect or actions, shall be corrected by the Contractor at no additional cost to the City.

25. SAFETY

Contractor shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law.

26. EQUIPMENT

The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by the City Representative to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

27. TRAFFIC CONTROL

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the work area.

The Contractor shall have prepared by a licensed civil engineer or traffic engineer a Traffic Control Plan in accordance with the Caltrans Traffic Manual and the Work Area Traffic Control Handbook prior to implementing any lane closures. The Traffic Control Plans shall be submitted to the City for review prior to use. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Contractor shall minimize this occurrence and post notices as required.

28. NOISE CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Operations and equipment producing noise are restricted to the hours of 7:00 a.m. to 4:00 p.m. It is the responsibility of the Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the

job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

29. WATER QUALITY AND CONSERVATION

Contractor shall be familiar with and comply with all provisions of the National Pollution Discharge Elimination System as implemented by City and via permits issued by the Santa Ana or San Diego Regional Water Quality Control Boards. Contractor shall comply with Water Quality Best Management Practices.

CITY OF LAGUNA HILLS
SPECIAL PROVISIONS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

1. SCOPE OF WORK

City has determined that there is a need to retain the services of a qualified and experienced company capable of performing citywide full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled, as well as, on-call, as-needed basis as further specified herein.

2. LOCATION OF WORK

The Project is located on various city owned parcels, and on private parcels as designated by City, as shown on the plans, See Appendix II for maps of Base Bid areas and Appendix III for maps of Additional Work areas of Weed Abatement Maintenance Services.

3. TIME OF COMPLETION

The Contractor shall complete all work in every detail within 20 working days of each annual calendar date identified in the Notice to Proceed. Contractor's start date will be identified as no later than the third Monday of May of each year of the Term of the Citywide Weed Abatement Maintenance Services Agreement.

4. TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the California Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 4:00 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions shall be maintained during the work between 9:00 A.M. and 4:00 P.M. The same number of travel lanes currently in use (at the time of bid) shall be opened to traffic each and every day between 4:00 P.M. and 9:00 A.M. No work that interferes with public traffic shall be performed after 4:00 P.M. or before 9:00 A.M. No street closures shall be made.

5. UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the work area when the Contractor gives at least 48 hours' notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request. The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of work.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the work, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

6. FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

7. REMOVAL OF WATER

The Contractor shall provide and maintain at all times during work ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

8. TRAFFIC AND ACCESS

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify in writing all affected property owners of the proposed work schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

Pedestrian access shall be maintained at all times during work and shall be in accordance with the Americans With Disabilities Act.

9. STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS.

The Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

10. STREET CLOSURES, DETOURS, BARRICADES.

The Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Contractor is properly and safely implementing the MUTCD details, then work shall be stopped until such time as the Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 4:00 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the work, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.

The Contractor shall designate at least one worker solely for the provision and maintenance of traffic control, as applicable.

The Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of

the workarea and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at Contractor's expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

11. WORK SCHEDULE.

The Contractor's proposed Work Schedule shall be submitted with the Bid Proposal. Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-work meeting with the respective Contractor to review the proposed Schedule and delivery dates, arrange the utility coordination, discuss methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Schedule. Any deviations from the original schedule shall be explained.

The Engineer's review and acceptance of schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within five (5) working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the Contract. If, after, a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next schedule.

12. MEASUREMENT AND PAYMENT

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. Contractor shall meet and confer with the City Representative and confirm measurements of the work prior to submission of a progress payment request.

13. MOBILIZATION.

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

Full compensation for mobilization shall be included in the Contract Lump Sum price bid for Mobilization and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization and Clearing and Grubbing as specified herein, and no additional compensation will be allowed. Mobilization shall not exceed 5% of the entire bid, excluding the bid value for mobilization and as shown in the Proposal Base Bid Sheet.

14. CONDUCT, EQUIPMENT AND FACILITIES.

Conduct of the Work. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

Noise Levels. A noise level limit of 86 dB A at a distance of fifty feet (50') shall apply to all equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

15. COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other projects within the proposed work areas by the City, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Representative in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

16. CLEANING AND PROJECT SITE MAINTENANCE.

The purpose of weed and debris removal is for the reduction of fire hazards and this is to be accomplished by mowing, or if mowing is not feasible, by hand removal, hauling to an approved dump, trimming and grubbing using manual labor or by any combination of methods that are approved and included in the scope of these Specifications. The Contractor shall keep all properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they come in contact with storm drain systems and receiving waters.

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- (c) The Contractor shall supply, as needed, a self-loading motorized street sweeper equipped with a functional water spray system as part of his daily program.
- (d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or the City Representative. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the City. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

17. WATER POLLUTION CONTROL

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this Project. This Project will require the Contractor to implement "Best Management Practices". The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed that addresses his or her anticipated operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during the work to ensure that sediment from storm runoff and work activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this Project include, but are not limited to, covering all storm drain inlets in the Project vicinity with water permeable fabric and gravel bags prior to performing any adjacent work; maintaining an ample supply of gravel/sand bags on-hand in the event of rain; properly containing all debris materials; properly covering all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the Engineer.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. San Diego Regional Water Quality Control Board
2. Santa Ana Regional Water Quality Control Board

Full compensation for providing all necessary Water Pollution Control shall be considered as included in various items of work, and shall include full compensation for encroachment permit processing, furnishing all labor, tools, materials, and incidentals for implementing Best Management Practices.

18. RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the City Engineer, the Contractor shall at his expense properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the City.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the City.

19. CLEARING AND GRUBBING

Clearing and grubbing shall be deemed to include the following.

1. Maintain dust control at all times; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
2. Protection of utilities, trees, fences, walls, and other facilities within the work area, except those specifically directed by the Engineer to be removed or relocated.
3. Delay in work necessary to accommodate utility relocations by others.
4. Other items of work as directed in these specifications.

Prior to start of work, the Contractor shall document existing conditions adjoining Project limits to establish pre-work conditions that might be misconstrued as damage caused by site clearing. Contractor shall use sufficiently detailed photographs and videotape to document existing conditions of any damage. Contractor shall provide photographs and videotape to the Engineer upon request. Payment for this work shall be included in all other items of work and no additional compensation will be allowed.

Should the Contractor need to utilize waste containers, Contractor shall only utilize waste containers from CR&R, (P. O. Box 1100, San Juan Capistrano, CA 92693-1100, 949/728-0446 Ext. 1232) for all recyclables and waste debris.

Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from landfills and report this data to the City at the end of each weed abatement year

Compensation for Clearing and Grubbing shall be included in the lump sum price bid for Mobilization and no additional compensation will be allowed therefore.

20. SCHEDULE AND PROGRESS OF WORK

The Contractor shall provide the City with a Schedule of Work for approval prior to May 15th of each calendar year. Designation of lots or parcels to be cleaned and degree and type or work to be accomplished shall be under the direction of the City of Laguna Hills. Inspection and acceptance of the work by the City is required prior to certification of payment. The City Representative and Contractor shall complete and sign a Weed Abatement Daily Report for each completed item. Payment will be made according to these specifications and only for the actual work done and actual areas worked upon any property as determined by measurements made by the City Representative. All daily reports and work orders must be signed by the City Representative and the Contractor.

Payment will not be made to the Contractor for work accomplished that was not authorized by the City. Parcels that are clean, or show signs of substantial attempt to clean, or placed under cultivation, or are built upon before the Contractor's arrival to commence work, shall not be cleaned by the Contractor and no payment shall be made to the Contractor for any work done thereon, including any cost of moving Contractor's equipment to or from the location of any such parcel. Contractor shall note any such condition on the work order.

21. INTERPRETATION OF SPECIFICATIONS

Should it appear that any matter relative to these specifications has not been sufficiently detailed or explained, the Contractor shall contact the City Representative in charge of the

program for clarification. In the event that satisfaction has not been reached, the contractor may appeal to the City of Laguna Hills through contact with the Engineer.

22. QUANTITIES OF WORK

The quantities shown on the Proposal Bid Sheets are based on the typical quantities that were cleared from City open space areas during past years. Due to the variable amount of rain each year, the City may determine that some of these properties may not need clearing and some may require work in addition to the quantities estimated on the Proposal Bid Sheets. Quantities to be cleared on privately owned, non-compliant parcels shall be determined in the field by the City Representative. Typically, less than five (5) privately owned parcels are cleared by the City Contractor each year. The City reserves the right to increase, decrease, or completely eliminate any bid item or items in the proposal without any adjustment in the unit price bid. The Contractor will not be allowed to take advantage of any error or omission in these specifications and plans. Full instruction will always be given by the City of Laguna Hills when such error or omission is discovered.

23. ELIMINATE STANDING WEEDS

Work shall be performed in such a manner as to completely eliminate all standing weeds within 100 feet of any structure and as directed by the City Representative. Note: Artichoke Thistle is a weed and shall be abated.

24. FIRE PREVENTION TOOLS AND EQUIPMENT

All tractors and hand crews are to be equipped with an approved spark arrestor when not equipped with turbo charger and also an approved 2-1/2 gallon pressurized water type fire extinguisher and a shovel. All personnel shall be trained in the proper use of this equipment.

25. GOOD REPAIR AND INSPECTION

All tractors and equipment must be in good mechanical condition and are subject to inspection and approval by the City before acceptance. All equipment shall be maintained by the Contractor on his own time and at his own expense. Contractor shall be required to maintain a regular maintenance schedule which shall be available for City Inspection.

26. QUALIFIED OPERATORS

All tractors and equipment will be operated by a qualified, cooperative Contractor experienced in weed abatement work of the type required by the contract. Operators must speak, read and understand the English language.

27. REPLACEMENT PARTS AND SMALL TOOLS

Spare replacement parts that commonly fail or are lost will be stocked by the equipment operator. Tractor operator shall be equipped with a minimum of small tools for making minor repairs in the field.

28. DOZER BLADES

Unless otherwise specified by the City, tractors shall not be equipped with a dozer blade while doing weed abatement cleaning.

29. TRANSPORT TRUCK

The truck (transport) for hauling the tractor mower shall be of suitable size and horsepower to easily maneuver and negotiate all terrain traveled to reach the job sites. Transports will have a tilt type trailer for easy loading and unloading. All equipment must meet California Motor Vehicle and Cal-Osha regulations and all other applicable codes required for use on

highways in the State of California. Trucks will be in good mechanical condition and will be operated and maintained at the expense of the Contractor and at a time before or after working hours.

30. SUSPENDED OPERATIONS

Operations may be suspended at any time by the City Representative if any of the conditions listed in this section are found not to exist due to the Contractor's negligence. No additional compensations shall be allowed during this time.

31. MOWING

Mowing shall be the primary method of weed abatement in Laguna Hills. Mowing of vegetative ground cover may be accomplished provided that an approved, heavy duty mower, mounted to the rear of a rubber tired or track mounted tractor is used, and that the vegetation is cut to distance of no higher than two to three (2" to 3") inches from the soil surface and as close to adjoining improvements as possible, but in no event further than eighteen (18") from adjoining improvements. Parkway cleaning shall be a part of mowing operation. The charge for tractor mowing shall not be separate, but shall be included in the unit price for cleaning the parcel except as provided in these specifications. The cost of hand work required to meet these specifications on parcels designated for mowing is deemed included in the mowing cost and no additional compensation is allowed.

32. OPERATION AND MAINTENANCE

Tractor mowers will be operated by a qualified, cooperative, experienced operator. They will be operated and maintained in good condition by the Contractor at his expense and on his own time. Operator shall perform their operations with a minimum amount of supervision by the City Representative.

33. SAFETY SHIELDS

All tractor mowers are to be equipped with safety shields to prevent or reduce the throwing of rocks or other material that could result in injury or damage to private property.

34. AUTHORIZATION REQUIRED

All mowing operations shall be authorized by the City Representative and shall meet the specifications of the City before approval of work is made. Final approval for work shall be in writing by the City Representative.

35. PARKWAYS

When, in the opinion of the City Representative, it is determined that sufficient vegetative growth exists on a parkway strip that when dry will transmit fire to be termed, in his opinion, a fire hazard or fire nuisance, the same vegetative cover will be abated. The Contractor is responsible for the completion of mowing parkways. This operation should be done in conjunction with the tractor mowing operations. Final approval shall be in writing by the City Representative.

36. ACCEPTED METHOD OF CLEANING

The accepted method for cleaning parkways is to use a weed eater machine or a heavy-duty tractor mower. The Contractor is to understand that he is not limited to mowing and that when the exception arises, another specified method of cleaning might be employed, but only under the direction of the City.

37. CLEAN UP OF STREETS AND SIDEWALKS

All streets and sidewalks are to be left in a clean condition following the cleaning of parkways on the same day as the weed abatement work. Necessary tools for cleaning streets and sidewalks will be provided by the contractor and are to be available on the job site. The charge for this operation shall not be separate, but will be included in the unit price for cleaning the parcel.

38. HAND CLEANING AND HAULING

Whenever it is impractical by reason of topography, location of trees, shrubbery, building, fences or type of vegetative cover to use a tractor mower and when authorized by the City, the vegetation shall be removed or thinned by hand labor using hand labor type tools. The degree of hand labor to be accomplished on any parcel will be specified by the City Representative.

39. DISPOSAL OF CUTTINGS

The material cut down by hand labor shall be disposed of by hauling the material to a green waste recycling center as determined by the City Representative. The Contractor will be responsible for all dump/disposal fees. The loading of material removed from lot to be accomplished as cleaning is completed. No materials to be left on the lot for later pickup, as this would not remove the fire hazard. Contractor shall document the tonnage of green waste diverted from the landfill as a part of his submission of the pay request.

40. REQUIRED TOOLS AND EQUIPMENT

The Contractor shall furnish all hand tools, power equipment and safety equipment necessary to accomplish the specified work. Spare replacement parts that commonly fail or are lost will be stocked by the hand crew supervisor. All supervisors will have portable water readily available at all times for each crew. A portable toilet shall be provided at all times and moved from job site to job site on a daily basis.

41. REQUIRED HAULING EQUIPMENT

Suitable 1-ton payload dump trucks with high sides for hauling are to be provided throughout the handwork operation and are to be operated and maintained at the expense of the Contractor. All trimmings and rubbish from any weed abatement operation shall be hauled to an approved green waste recycling center or dump site at the Contractor's expense.

42. MANPOWER, HEALTH AND CLOTHING

All manpower will be furnished by the Contractor. Each worker will be in good health and free from contagious diseases and be attired with appropriate clothing and footwear. Gloves, safety glasses, and other safety equipment that is necessary for this type of work will be furnished by the Contractor and worn at all times. The contractor shall provide safe and healthful working conditions and shall at all times comply with OSHA requirements. Contractor shall provide a portable toilet at all job sites.

43. CONDUCT OF PERSONNEL

No employee shall consume alcohol or be under the influence of alcohol or drugs, and any personnel under the influence shall not be allowed to participate in the performance of this contract, nor shall any employee bring alcohol or drugs onto any work location required by this contract. The Contractor agrees to remove immediately and replace any employee whose conduct or workmanship is in any way unsatisfactory to the City Representative.

44. SUPERVISION

Supervision of hand crews will be furnished by the Contractor at his own expense. All supervisors must be experienced in the type of work required by this contract and must be able to communicate (speak, read and write) with the City Representative in the English language.

45. TRUCK INCLUDED IN UNIT PRICES

The cost for hauling materials to the nearest green waste recycling center or dumpsite, including the truck, the operator (and helper if provided) of the truck, and all dump/disposal fees, is deemed included in the unit price bid for hand work and/or tractor mowing work and no additional compensation shall be allowed therefore.

46. HAULING OF TRIMMINGS AND RUBBISH

Hauling of rubbish and/or hauling of trimmings due to weed abatement of any type is considered one and of the same type of operation and therefore billing will be considered the same.

47. EMPLOYEE ACCOUNTABILITY

It will be the responsibility of the Contractor to keep an accurate account of the names of his employees as well as the dates, locations, and the type of work they performed. This information must be submitted to the City upon request.

48. EMPLOYEE REQUIREMENTS

The Contractor warrants that all persons employed by them have satisfactory and appropriate work experience indicating their ability to accept the kind of responsibility anticipated in this type of work.

49. TYPE OF WORK AUTHORIZED

The amount of work and type of work to be performed shall be under the direction of, and only with the authorization of, the City of Laguna Hills.

50. WORK APPROVED

All cleaning must meet the specifications of the City. A daily report shall be completed and signed by the City Representative and the Contractor for each site prior to payment.

54. TRAVEL TIME INCLUDED IN UNIT PRICES

Travel time between properties and/or to and from the dumpsite shall not be charged. The cost for this work shall be included in the unit price bid for the various items of work and no additional compensation shall be allowed therefore.

51. DUMP AND DISPOSAL FEES

All unit prices bid shall include all dump/disposal fees, which are to be paid directly to the landfill site by the Contractor.

52. REPORT OF DAMAGE

The Contractor will promptly notify the City of any damage to public or private property as a result of weed abatement operations, and remedy such at the Contractor's expense in a timely manner.

53. TRANSPORTATION

All transportation of equipment and personnel to and from the job site shall be included in the unit price bid for Mobilization and no additional compensation will be allowed therefore.

54. SANITARY FACILITIES

The Contractor shall be responsible for making available the sanitary facilities necessary for all his personnel. Aforementioned sanitary facilities shall meet the standards of State and local laws.

55. PARKING AND STORING EQUIPMENT

The Contractor shall arrange for parking sites for his equipment at night and on Saturdays and Sundays or holidays. Equipment shall not be parked or stored on private property without the express written permission of the property owner. Equipment shall not be parked upon public streets.

APPENDIX I

CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT

****SUBJECT TO REVISION ON FINAL****

**CITYWIDE WEED ABATEMENT MAINTENANCE
SERVICES AGREEMENT**

Contractor Name/Corporate Status

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of May 2020, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and _____, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified and experienced contractor capable of performing citywide full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled as well as on-call, as-needed basis (the "Project").

B. In response to City's Notice Inviting Bids for Citywide Weed Abatement Maintenance Services (NIB No. _____), dated February __, 2020, Contractor has submitted to City a proposal, dated _____, 2020, to provide full-service citywide weed abatement maintenance services to City for the Project pursuant to the terms and conditions of this Agreement and in accordance with the City's established Weed Abatement Specifications.

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

D. City now desires to retain Contractor to provide such work and services for the Project.

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform citywide weed abatement maintenance services to City for the Project as set forth in Contractor's Proposal/Scope of Work, dated _____, 2020, and in accordance with the City's established Weed Abatement Specifications, which are each attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's established Weed Abatement Specifications, and, (3) the Contractor's signed, original Proposal/Scope of Work dated _____, 2020 ("Contractor's Proposal"), including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Rates and Unit Prices, submitted to City, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's established Weed Abatement Specifications for the Project, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Weed Abatement Specifications for the Project, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Weed Abatement Specifications for the Project (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and

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regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

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

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

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act

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in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

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

1.9 Prevailing Wages.

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

1.9.2 Labor Code/DIR Compliance. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

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

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

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

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

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

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

(I) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City’s ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state City having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan (“DAMP”), the City of Laguna Hills Local Implementation Plan (“LIP”), and the applicable Water Quality Management

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Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 *Intentionally omitted.*

1.12 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that

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are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

1.13 Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any Work and/or Services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates and Unit Prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A"), but not exceeding the total maximum contract amount of _____ Dollars (\$ _____) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges, and unit prices set forth in Exhibit "A" attached hereto. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from May 1, 2020, through June 30, 2022). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price

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adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on May 1, 2020 and ending on June 30, 2025. The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option") under the same terms and conditions.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the

Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental City, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.5 *Intentionally omitted.*

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is

for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any services hereunder. If

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for any reason any court or governmental City determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and

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one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

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

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

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

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

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

5.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not

limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

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

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

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

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

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

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any

default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT****

****SUBJECT TO REVISION ON FINAL****

overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Contractor :
Attention:

Telephone: (
Cell: (
E-mail:

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

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

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

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

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

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT****

****SUBJECT TO REVISION ON FINAL****

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

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

[SIGNATURES ON NEXT PAGE]

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT****

****SUBJECT TO REVISION ON FINAL****

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

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

DONALD J. WHITE,
City Manager

ATTEST:

MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"

By: _____
,
President

By: _____
,
Secretary

EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF WORK

DATED: _____, 2020

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

COVER LETTER,

STATEMENT OF QUALIFICATIONS,

SCHEDULE OF PERFORMANCE,

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT****

****SUBJECT TO REVISION ON FINAL****

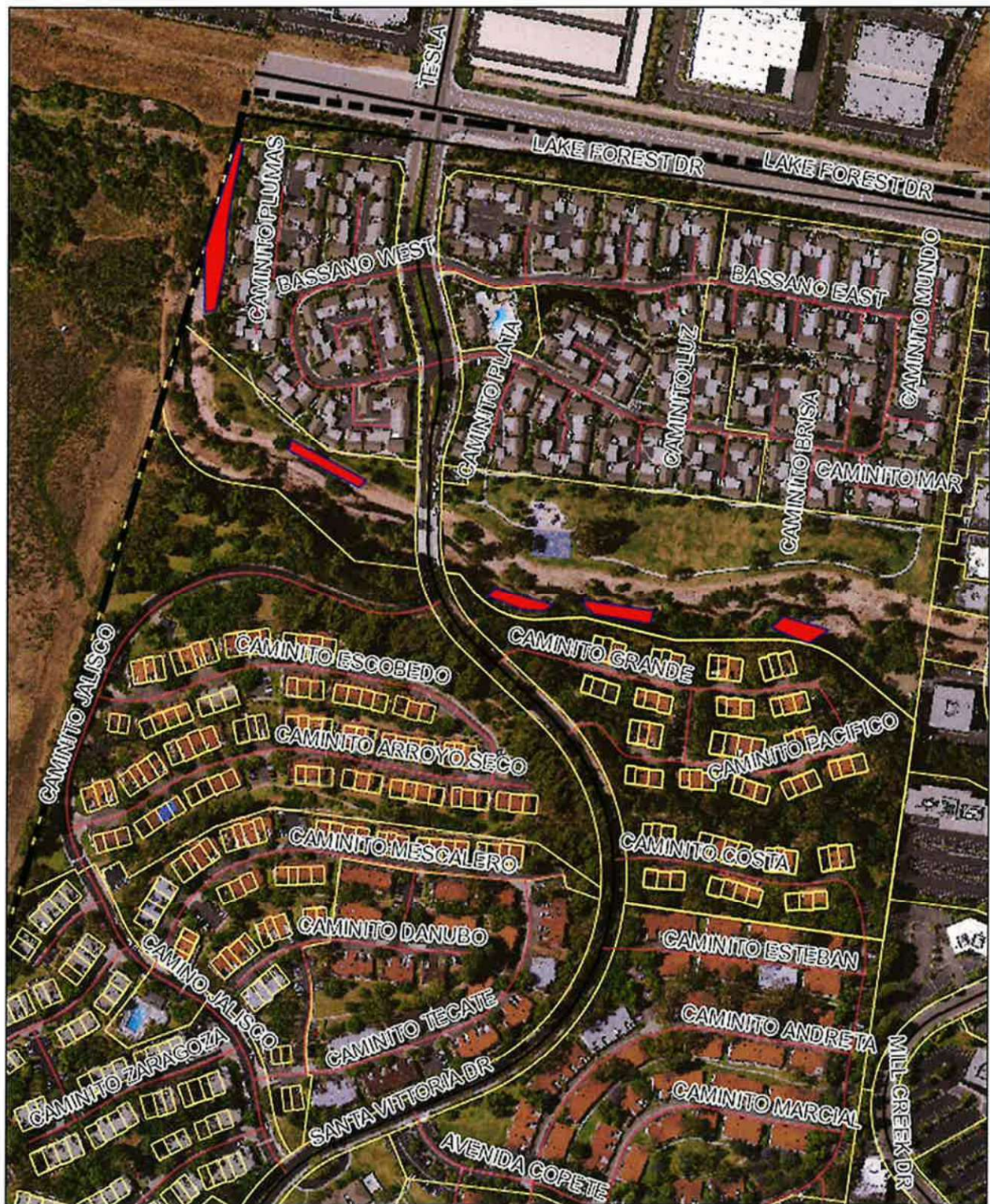
EXHIBIT "B"

CITY OF LAGUNA HILLS

**CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES
NOTICE INVITING BIDS AND SPECIFICATIONS**

DATED: FEBRUARY 25, 2020

APPENDIX II
BASE BID AREAS MAPS



Date: 02/26/15

ITEM 1






 NORTH
 95m
 300ft
 Date: 02/24/15

ITEM 2





 NORTH
100ft
45m
Date: 02/24/15

ITEM 3





 NORTH
100ft
45m
Date: 02/24/15

ITEM 4

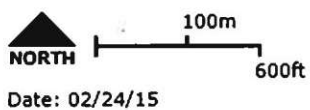




 NORTH
100ft
45m
Date: 02/24/15

ITEM 5



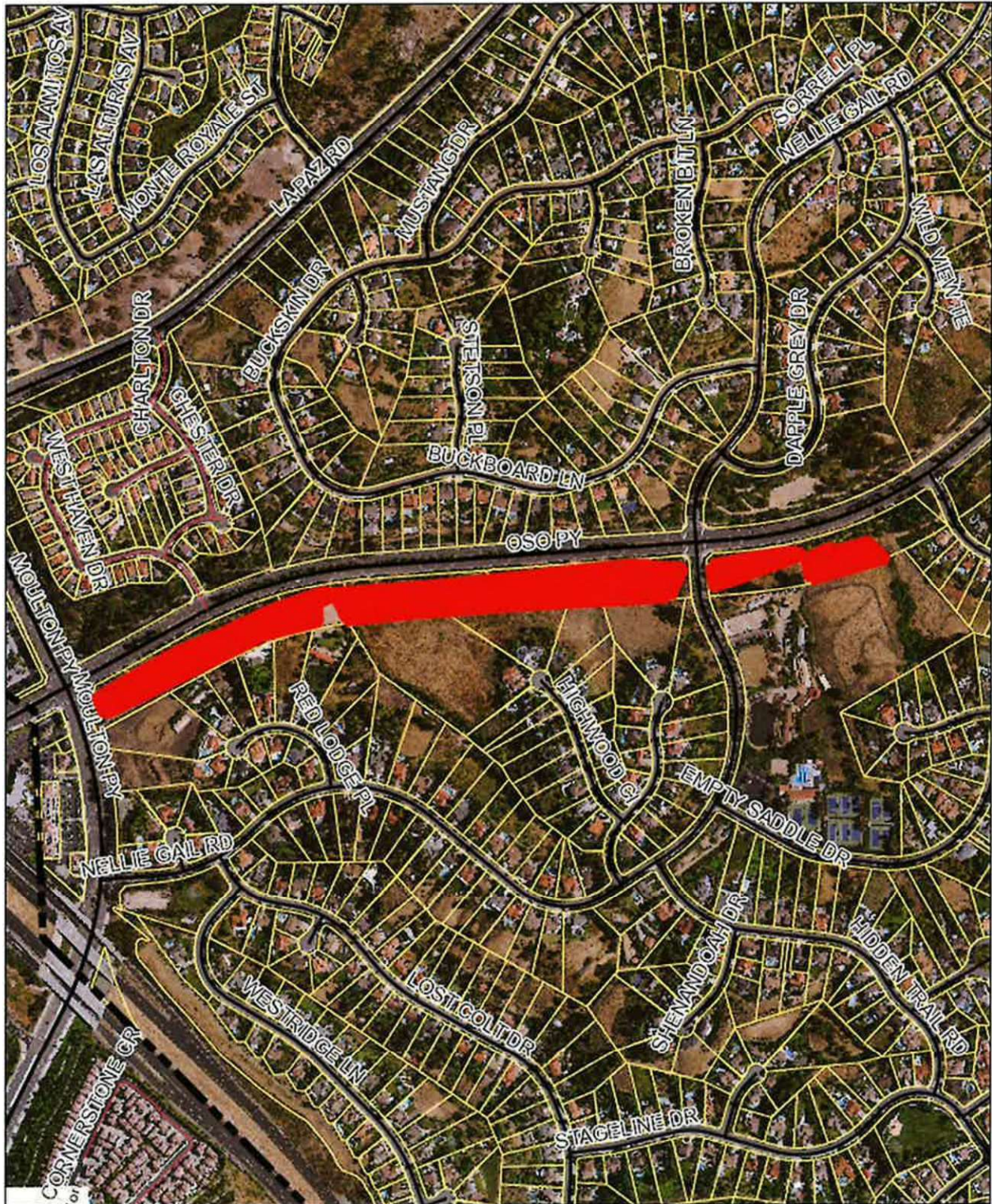




 NORTH
 100m
 600ft
 Date: 02/24/15

ITEM 7

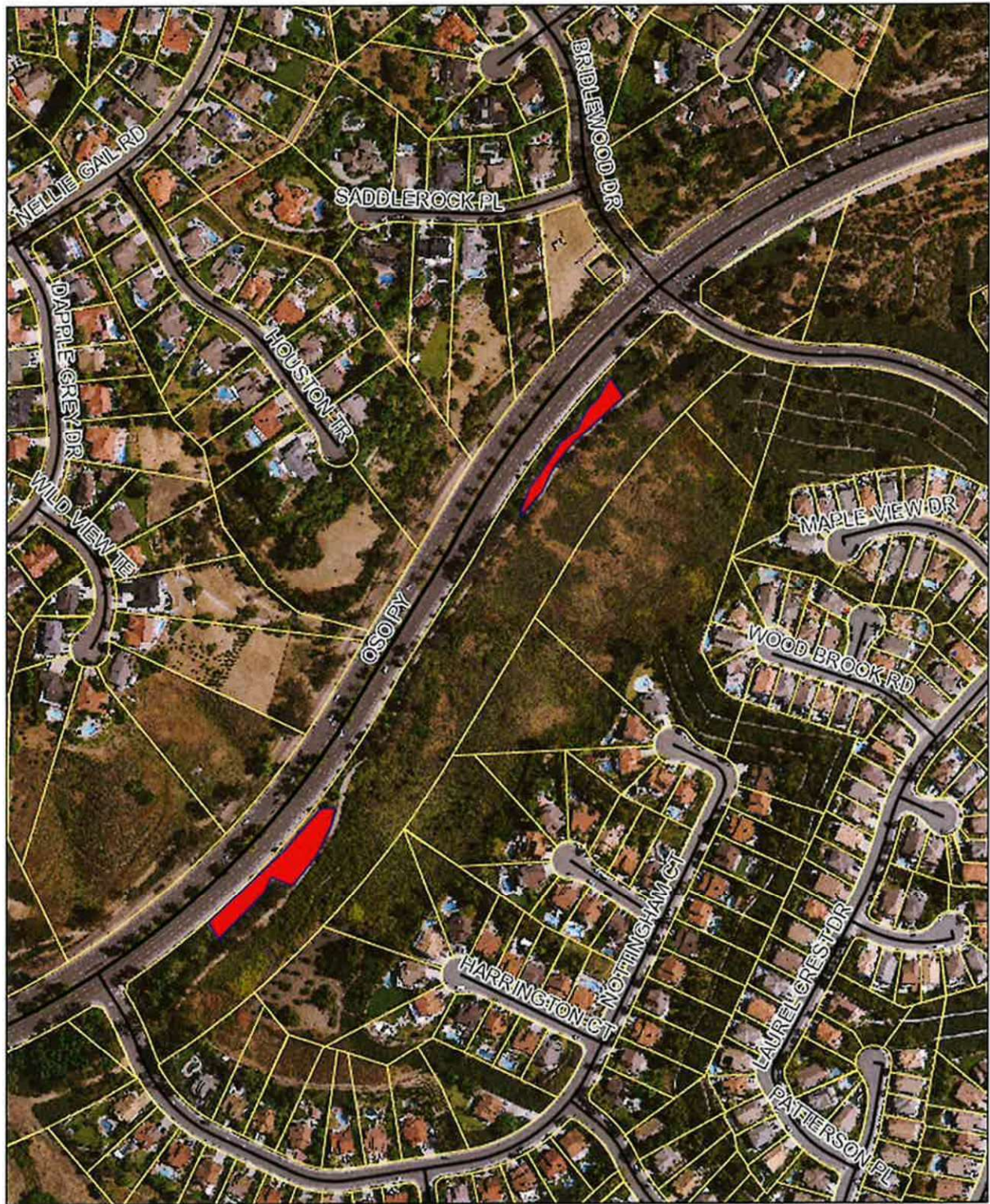




 NORTH
100m
600ft
Date: 02/24/15

ITEM 8

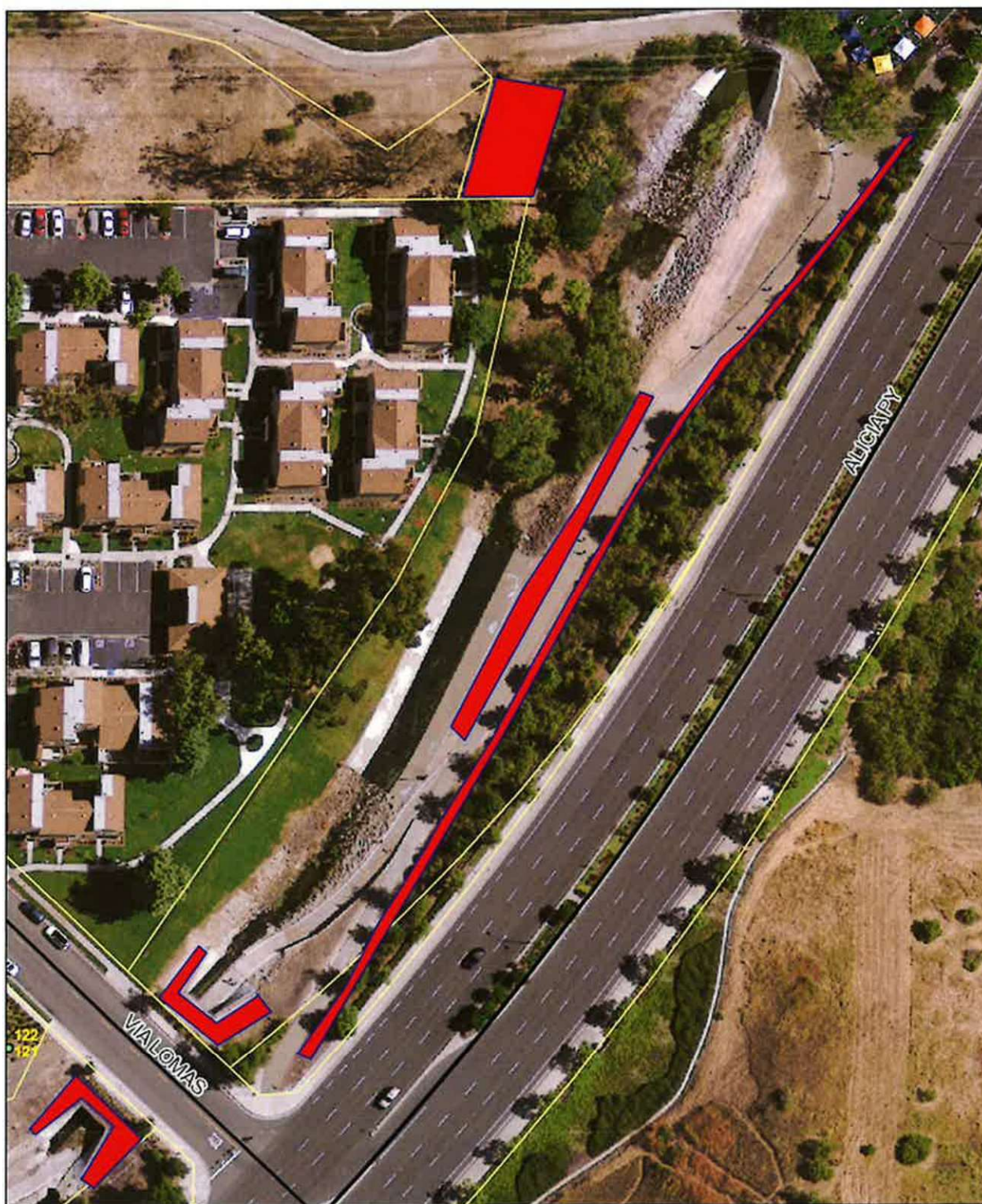




 NORTH
100m
300ft
Date: 02/26/15

ITEM 9





NORTH
Date: 02/26/15

ITEM 10

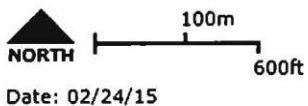


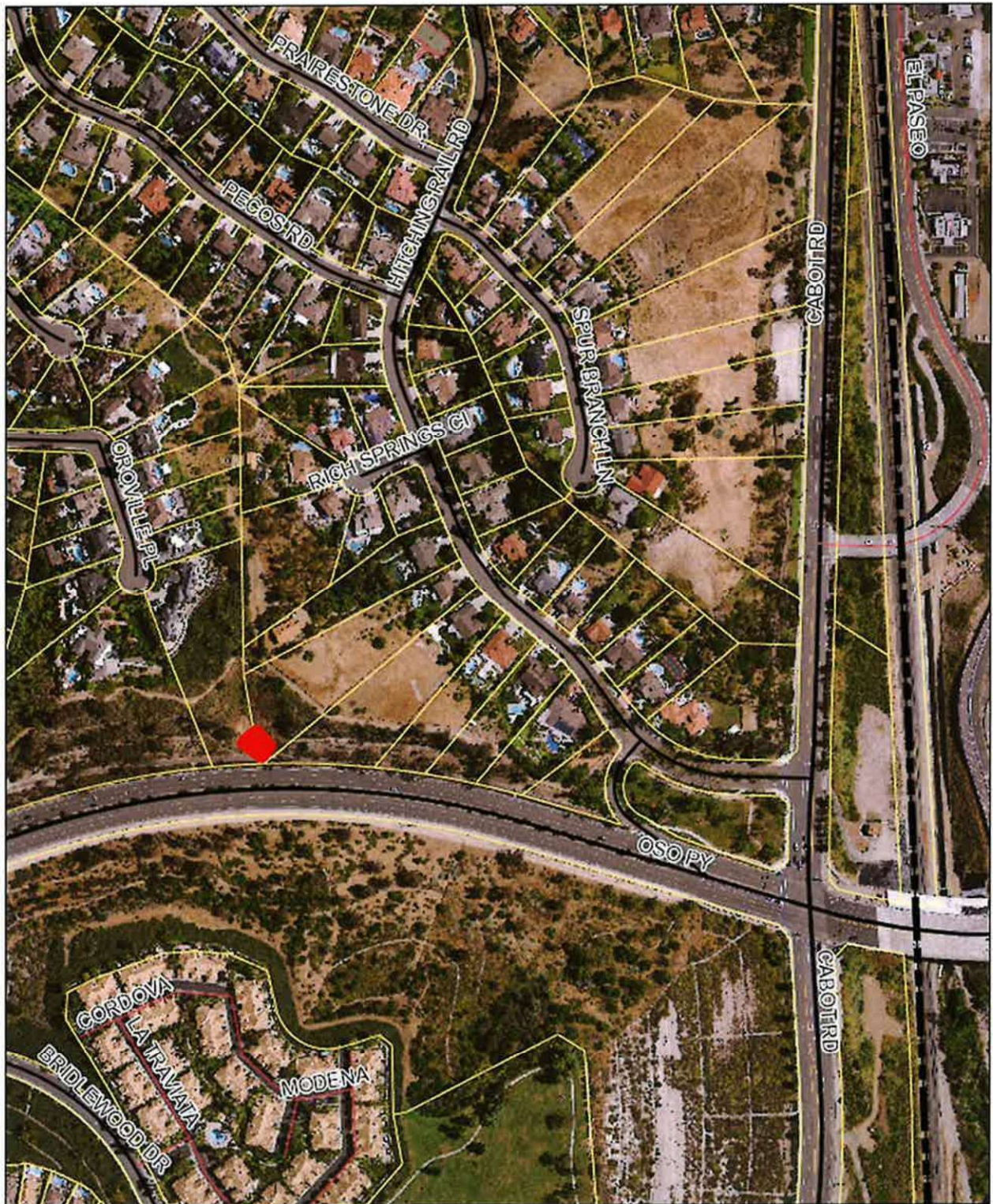



NORTH
95m
300ft
Date: 02/24/15

ITEM 11







 NORTH
95m
300ft
Date: 02/24/15

ITEM 13

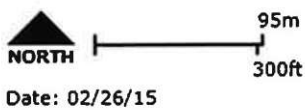




 NORTH
95m
300ft
Date: 02/26/15

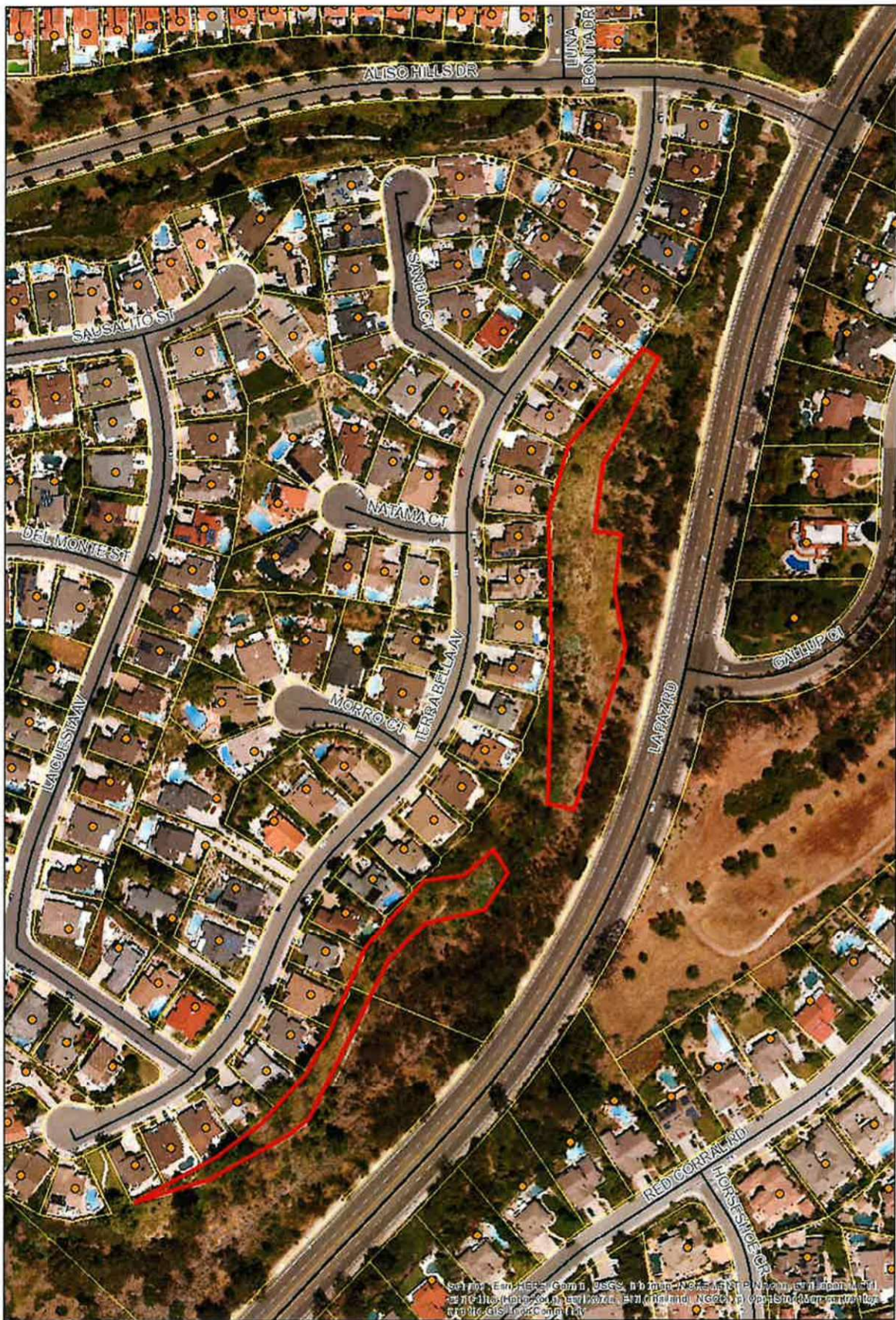
ITEM 14





APPENDIX III

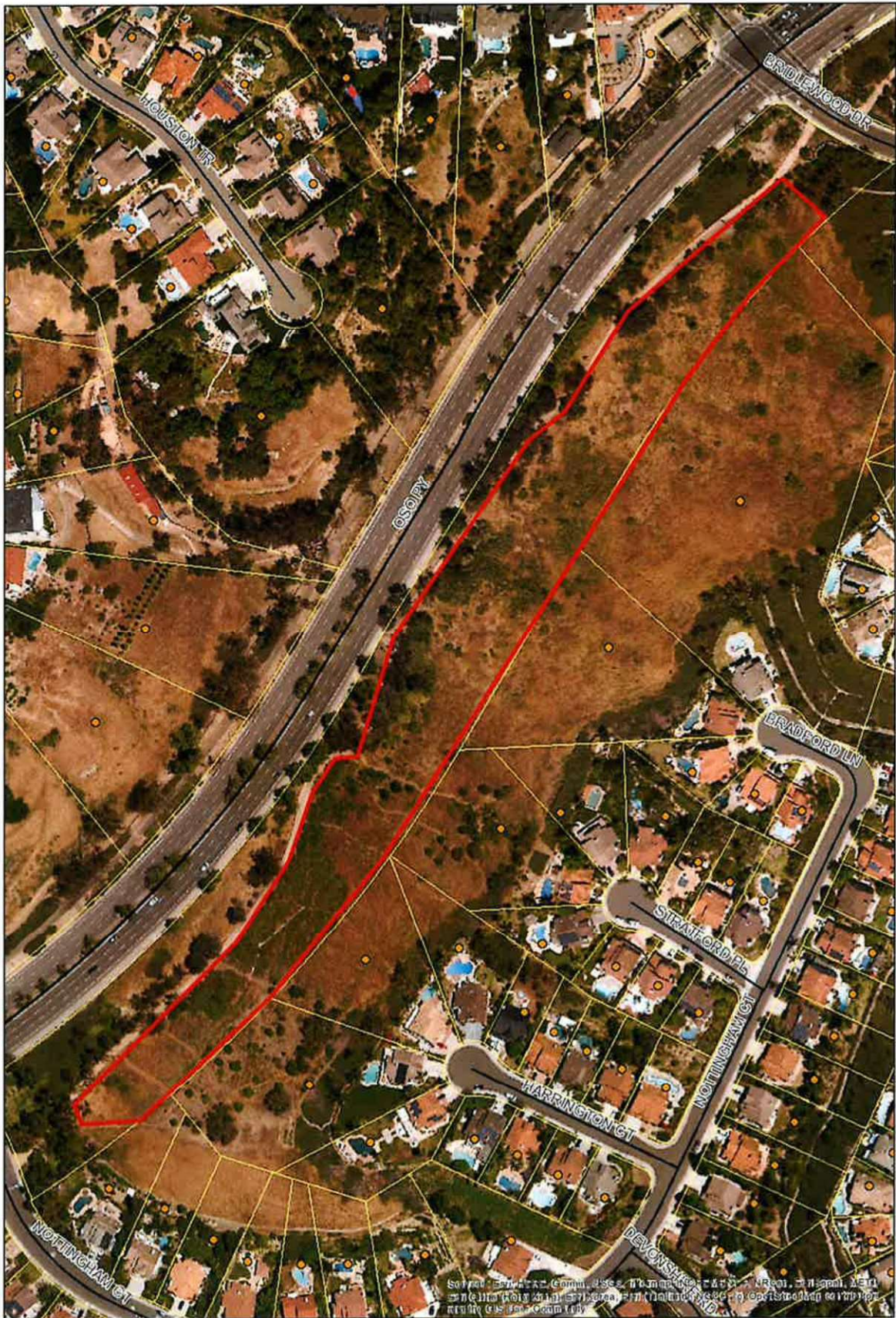
ADDITIONAL WORK AREAS MAPS



NORTH SIDE OF LA PAZ WEST OF ALISO HILLS

0 0.0125 0.025 0.05 mi

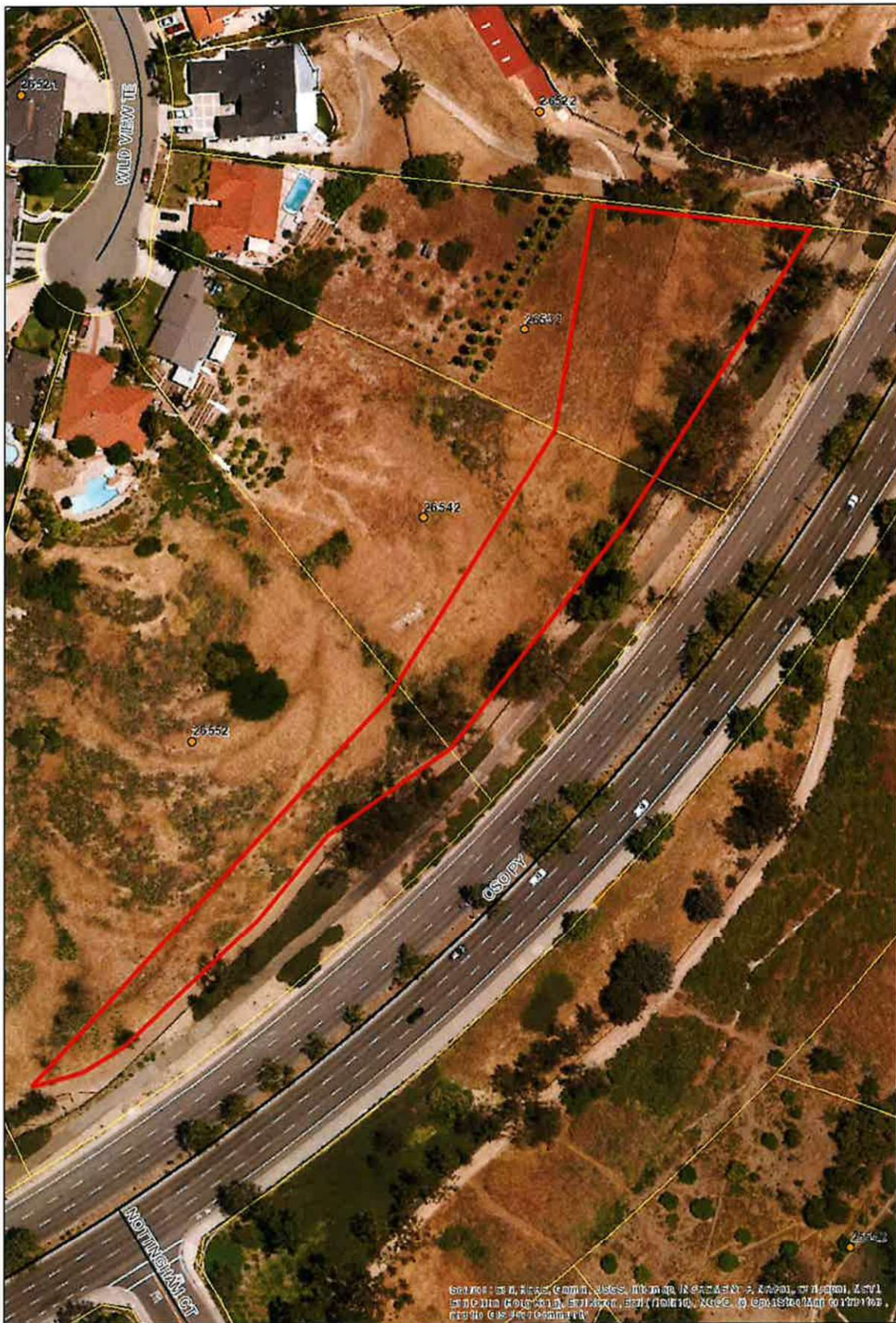




**SOUTH SIDE OF OSO PKWY BETWEEN
BRIDLEWOOD & NOTTINGHAM CT**

0 0.01250.025 0.05 mi





0 0.0050.01 0.02 mi

NORTH SIDE OF OSO PKWY BETWEEN BRIDLEWOOD DR & NOTINGHAM CT



AMENDMENT NO. 1
TO CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT
Specialty Mowing Services, Inc.

THIS FIRST AMENDMENT to the Specialty Mowing Services, Inc., Citywide Weed Abatement Maintenance Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective this 24th day of June 2025, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and SPECIALTY MOWING SERVICES, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Contractor previously entered into that certain Maintenance Services Agreement for the provision of citywide full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled as well as on-call, as-needed basis, which was made and entered into on May 1, 2020 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), 3.3 (Term), and 10.2 (Entire Agreement) of the Agreement provide that the Agreement may be amended to provide for additional services, the term extended, and to include additional fees for services requested in writing at any time by mutual consent of the Parties. More specifically, Section 3.3 of the Agreement provides that at the conclusion of the initial three (3) year term ("Initial Term"), at its sole option and discretion, the City may renew and extend the term of this Agreement for no more than one (1) additional period of three (3) years, ending on June 30, 2028, under the same terms and conditions ("Renewal Option").

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on June 30, 2025 by operation of its own terms. Contractor has now requested that the term of the Agreement be extended for three (3) additional years, pursuant to Section 3.3 of the Agreement ("Renewal Option"), in order for Contractor to provide continued uninterrupted weed abatement maintenance services at the same hourly rates and charges and unit pricing and under the same terms and conditions as established and set forth in the Agreement.

C. Toward this end, the Parties now mutually desire to enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for three (3) additional years in order to provide for continued uninterrupted weed abatement maintenance services at the same hourly rates and charges and unit pricing and under the same terms and conditions as established and set forth in the Agreement, as well as to increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$300,000 from \$265,000 to \$565,000.

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

AGREEMENT

1. Amendment to Section 3.3, entitled "Term," of the Agreement. Section 3.3 of the Agreement is hereby amended as follows:

The Parties understand and mutually agree that the term of the Agreement is hereby extended for one additional three (3) year term, commencing on July 1, 2025, and ending on June 30, 2028, under the same terms and conditions as set forth in the Agreement ("Renewal Option").

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

"2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates and Unit Prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A"), but not exceeding the total maximum contract amount of Five Hundred Sixty-Five Thousand Dollars (\$565,000) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges, and unit prices set forth in Exhibit "A" attached hereto. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section."

3. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment No. 1 shall in all respects govern and control.
4. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment No. 1 as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: _____
JOSHUA SWEENEY,
Mayor

ATTEST:

By: _____
JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

By: _____
GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"

SPECIALTY MOWING SERVICES, INC., a California corporation

Signed by:
By: Martti Silvola
Name: MARTTI SILVOLA
Its: President/Secretary



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Assignment and Assumption of Lease and First Amendment to Lease with Premier Group International, an Investigative and Security Corporation, a California corporation, for 24031 El Toro Road, Suite 203, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the proposed assignment and assumption agreement for 24031 El Toro Road, Suite 203, Laguna Hills, California; 2. Approve the first amendment to the lease agreement with Premier Group International, an Investigative and Security Corporation, a California corporation, for 24031 El Toro Road, Suite 203, Laguna Hills, California; and 3. Authorize the City Manager to make minor modifications, as necessary, to the assignment and assumption agreement and to the first amendment to the lease agreement and to execute both agreements.

Background:

City staff and the Civic Center property management company, Essex Realty Management, Inc., have negotiated a three-year lease renewal with Premier Group International, an Investigative and Security Corporation, a California corporation, for 24031 El Toro Road, Suite 203. Premier Group International currently operates a private investigative service, and has been leasing space in the Civic Center since 2019 under its former corporate name, "Premier Group International." The current lease was executed March 22, 2022 for a three-year period starting May 1, 2022 and expiring April 30, 2025. The first amendment to the lease has been included as an attachment to this staff report. City staff is recommending approval of the lease amendment. As part of the first amendment to the lease, City staff is also recommending approval of the assignment and assumption agreement to allow for Premier Group International to

change its official name as lessor from "Premier Group International" to "Premier Group International, an Investigative and Security Corporation."

CEQA Findings:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption – “Existing Facilities.”

Fiscal Impact:

The following is a summary of the key lease terms and financial analysis:

Commencement Date:	May 1, 2025
Term:	Thirty-six (36) months
Rentable Square Feet:	1,151
Estimated Upfront Capital:	\$3,362.00
Base Rent:	Months 1-36: \$3,291.03 per month (~\$2.87/SF/month)
Total Estimated Rent Payments:	\$118,477.08

The Base Rent includes the lessee’s share of eligible operating expenses (also known as common area maintenance charges) for the first year. In the second and subsequent years, any increases in eligible operating expenses will be borne, proportionally, by the lessee up to 4% annually.

Upfront Capital includes leasing commissions and tenant improvements (or allowances for tenant improvements). The negotiated first amendment to the lease includes carpet cleaning at the Lessor's (City's) expense, estimated at \$400. Essex Realty, per the terms of the existing property management agreement, will receive approximately \$2,962 for its lease commission (2.5% of total rent consideration). This is substantially lower than what would have been paid in commissions to the procuring broker if the space had been leased to someone not currently a tenant.

Attachments:

1. Proposed Assignment & Assumption of Lease for Suite 203
2. Proposed Amendment No. 1 to Lease for Suite 203

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LESSOR

1. ASSIGNMENT OF LEASE

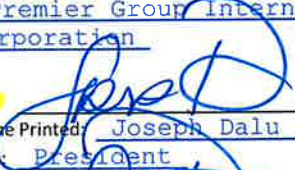
For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Premier Group International, a California corporation ("ASSIGNOR") hereby assigns and transfers to Premier Group International, an Investigative and Security Corporation ("ASSIGNEE") all of ASSIGNOR's right, title and interest in and to that certain Lease dated March 22, 2022, by and between ASSIGNOR and The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California, as Lessor, covering those certain Premises located at (street address, city, state, zip) 24031 El Toro Road, Suite 203, Laguna Hills, CA and as is more particularly described in such Lease.

This Assignment shall be effective: May 1, 2025. Signatures to this Assignment accomplished by means of electronic signature or similar technology shall be legal and binding.

In addition, ASSIGNOR hereby transfers to ASSIGNEE all of ASSIGNOR's interest in and to any security or other deposits paid to Lessor under the terms of such Lease.

Dated: 6-5-25

Premier Group International, a California corporation

By: 

Name Printed: Joseph Dalu

Title: President

By: 

Name Printed: Joseph Dalu

Title: CFO

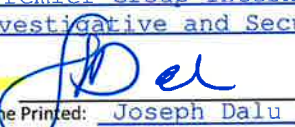
Assignor

2. ASSUMPTION OF LEASE

Assignee acknowledges that it has inspected the Premises and reviewed the Lease and Assignee hereby accepts the foregoing Assignment and assumes and agrees to be bound by and perform all obligations of the Lessee pursuant to the Lease arising on or after the date of this Assignment and to abide by all of the terms, provisions, covenants and conditions of the Lease.

Dated: 6-5-25

Premier Group International, an Investigative and Security Corporation

By: 

Name Printed: Joseph Dalu

Title: CEO

By: 

Name Printed: Joseph Dalu

Title: CFO

Assignee

3. CONSENT TO ASSIGNMENT

Lessor hereby consents to the foregoing Assignment and Assumption of the Lease. It is understood and agreed, however, that the foregoing consent is not a waiver of Lessor's right to consent to or impose restrictions upon any future assignment or subletting. In addition, this assignment does not release Assignor from liability for any of the obligations of the Lessee under the Lease.

Dated: _____

The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California


INITIALS

INITIALS

By: _____
Name Printed: Jarad Hildenbrand
Title: City Manager

By: _____
Name Printed: _____
Title: _____

Lessor

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS ASSIGNMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS ASSIGNMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR ASSIGNEE'S INTENDED USE.

WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE ASSIGNMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

AIR CRE * <https://www.aircre.com> * 213-687-8777 * contracts@aircre.com

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INITIALS

INITIALS

1st **AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE is made and entered into as of May 1, 2025, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Premier Group International, a California Investigative and Security Corporation ("Lessee").

WHEREAS, on or about March 22, 2022 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24031 El Toro Road, Suite 203, Laguna Hills, CA (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☒ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to April 30, 2028.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: From May 1, 2025 to April 30, 2028, Base Rent shall be \$3,291.03 per month.

☒ OTHER: Lessor and Lessee acknowledge and agree that Lessee's Base Year shall be adjusted to 2025.

Lessor at Lessor's sole cost shall have the carpets within the Premises cleaned. Lessor shall not be responsible for moving any items or furniture to accommodate the carpet cleaning.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California

By: _____
Name Printed: Jarad Hildenbrand
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____

By Lessee:

Premier Group International, a California Investigative and Security Corporation

By: Joseph R. Dalu
Name Printed: Joseph Dalu
Title: CEO
Phone: _____
Fax: _____
Email: _____

By: Joseph R. Dalu
Name Printed: Joseph Dalu
Title: CEO
Phone: _____
Fax: _____
Email: jdalu@pgiexecutives.com

Address: _____
Federal ID No.: _____

JHD
INITIALS

INITIALS

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ATL-1.02, Revised 10-22-2020

Last Edited: 6/2/2025 10:46 AM

Page 1 of 2

Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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Page 2 of 2



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: First Amendment to Lease with Layla Fijany, DDS MS Corp., a California corporation, for 24031 El Toro Road, Suite 205, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the first amendment to the lease agreement with Layla Fijany, DDS MS Corp., a California corporation, for 24031 El Toro Road, Suite 205, Laguna Hills, California; and 2. Authorize the City Manager to make minor modifications, as necessary, to the first amendment to the lease agreement and to execute the first amendment to the lease agreement.

Background:

City staff and the Civic Center property management company, Essex Realty Management, Inc., have negotiated an amendment to the existing ten-year lease with Layla Fijany DDS MS Corp, a California corporation, for 24031 El Toro Road, Suite 205. Dr. Layla Fijany plans to open a new orthodontic practice in Suite 205 this Fall 2025.

As City Council may recall, during the May and June 2023 Special Study Session Budget Workshops, City staff presented an overview of the Civic Center Enterprise Fund's historical profits and losses, reviewed needed capital improvements, and requested funding for capital improvement projects. During that discussion, City staff indicated Suite 205 had never been built out and made ready for leasing, and consequently, this has been lost revenue. In June 2023, City Council authorized the transfer of \$850,000 in general fund reserves to CIP 505, Civic Center Improvements, for the build-out of tenant improvements for Suite 205 and other improvements at the Civic Center.

Because the Civic Center is owned by the City of Laguna Hills ("lessor"), if the City provides any tenant improvement funding to a tenant ("lessee"), any subsequent

construction improvement project may be considered a “public works project” subject to California Labor Code Section 1720. This may require that anyone working on a tenant improvement project be paid prevailing wages as determined by the Department of Industrial Relations regardless if the contractor was hired by the lessee or the lessor. Therefore, in part due to Labor Code Section 1720, City staff recommended the build-out of Suite 205 to make it ready to lease to relieve any potential lessee from the expense of paying prevailing wages to construction workers.

Between July 2023 and May 2024, City staff simultaneously worked to develop plans and specifications for tenant improvements to Suite 205 to make it ready for leasing for use as a “traditional office” suite, while also authorizing Essex Realty Management, Inc., the City’s property management company for the Laguna Hills Civic Center, to market the space for lease.

On May 14, 2024, City Council approved the plans and specifications and authorized the advertisement for bids for the Laguna Hills Civic Center Suite 205 Tenant Improvements Project, CIP No. 505-B. Construction bids were opened on June 20, 2024. The lowest responsive, responsible bidder provided a bid of \$289,000.

During the bidding process in early June 2024, Essex Realty Management, Inc., received an offer from a new orthodontic practice, Layla Fijany, DDS MS Corp., for a 10-year lease of Suite 205. At the time, the market rate for medical office use (an orthodontic practice is considered a medical use) in shell form was approximately \$3.50 per square foot, with the lessor contributing approximately \$100/square foot for tenant improvements to the lessee. This would equate to a tenant improvement allowance of approximately \$234,000. Therefore, in lieu of providing a tenant improvement allowance to the lessee, City staff and Essex negotiated a lease that: 1. reduced the 10-year lease rate and provided for rent abatement for a period of five months congruent with the lessee’s expected cost of building out the suite for use as a dental office, and 2. started the lease term upon the issuance of a certificate of occupancy or 180 days after the execution of the lease. This 10-year, five-month lease was approved by City Council on July 9, 2024 and, after additional negotiations with Dr. Fijany, was entered into on October 23, 2024.

The lease with Dr. Layla Fijany saved City staff time that would otherwise have been spent on managing a very specialized tenant improvement project, preserved funding in CIP No. 505 (Civic Center Improvements) for other capital improvements, and allowed the lessee complete control over the design and tenant improvements. The lease requires the City to provide rough electrical, plumbing, and HVAC in the unit at its own expense, which is typical, and has already been completed.

Currently, Dr. Fijany's contractor is diligently working on the tenant improvements. Some field issues arose that will delay the opening of the orthodontic practice, some of which were not within the control of Dr. Fijany or her contractor. Dr. Fijany's broker has requested that the lessor (City) provide four additional months of rent abatement. In a show of good faith, City staff and the Civic Center property management company agreed to the additional rent abatement, subject to City Council approval, and negotiated a four-month extension of the lease so that the total amount of rent collected will remain substantially the same. The amendment to the existing lease agreement is presented for City Council approval.

CEQA Findings:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption – “Existing Facilities.”

Fiscal Impact:

None. The original commencement date of the base rate rent was set to commence on April 21, 2025, with the following five months (April 21, 2025 to September 30, 2025) considered an abatement period negotiated as part of the original lease. The proposed additional four months of rent abatement will run from October 1, 2025, through January 31, 2026. However, the proposed amendment to the lease agreement extends the lease by an additional four months, preserving the total rent to be collected over the course of the lease.

Attachments:

1. Proposed First Amendment to Lease for Suite 205

1st **AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE is made and entered into as of May 29, 2025, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Layla Fijany, DDS MS Corp., a California corporation ("Lessee").

WHEREAS, on or about October 9, 2024 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24031 El Toro Road, Suite 205, Laguna Hills, CA 92653 (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☒ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for ~~payment of TEN DOLLARS and other~~ good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to January 31, 2036.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☒ BASE RENT ADJUSTMENT: **Section 1.5 of the Lease and Paragraph 2 of the Addendum** Monthly Base Rent shall be **amended** as follows: _____

From April 21, 2025 - April 30, 2025 Base Rent shall be abated*.
From May 1, 2025 - January 31, 2026 Base Rent shall be abated*
From February 1, 2026 - January 31, 2027 Base Rent shall be \$5,635.20 per month
From February 1, 2027 - January 31, 2028 Base Rent shall be \$5,804.26 per month
From February 1, 2028 - January 31, 2029 Base Rent shall be \$5,978.38 per month
From February 1, 2029 - January 31, 2030 Base Rent shall be \$6,157.35 per month
From February 1, 2030 - January 31, 2031 Base Rent shall be \$6,342.47 per month
From February 1, 2031 - January 31, 2032 Base Rent shall be \$6,532.74 per month
From February 1, 2032 - January 31, 2033 Base Rent shall be \$6,728.72 per month
From February 1, 2033 - January 31, 2034 Base Rent shall be \$6,930.59 per month
From February 1, 2034 - January 31, 2035 Base Rent shall be \$7,138.50 per month
From February 1, 2035 - January 31, 2036 Base Rent shall be \$7,352.66 per month

Abated Rent: Lessor hereby grants Lessee abated rent as stated herein. However, if at any time during the term of this Lease, should Lessee default or violate any terms or conditions of this Lease, any rent, which Lessee has been abated or credited, shall immediately become due and payable to the Lessor.

☒ OTHER: Premises: Due to relocation of the front door as part of Lessee's improvements, the size of the Premises shall be adjusted to 2,348 rentable square feet and approximately 1,963 usable square feet.

Term: Pursuant to Section 1.3 of the Lease, the Term shall be modified to 10 years and 9 months ("Original Term") commencing on April 21, 2025 and ending January 31, 2036 ("Expiration Date").

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California

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ATL-1.02, Revised 10-22-2020

By Lessee:

Layla Fijany, DDS MS Corp., a California corporation


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Last Edited: 6/2/2025 1:13 PM

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By: _____
Name Printed: Jarad Hildenbrand
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

By: Layla Fijany
Name Printed: Layla Fijany
Title: Chief Executive Officer, Chief Financial Officer, Secretary
Phone: 949.338.2957
Fax: _____
Email: Layla.Fijany@gmail.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
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City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Adoption of Fiscal Year 2025/2026 Civic Center Budget

Recommendation: That the City Council approve and adopt the FY2025/2026 Civic Center Budget.

Background:

The Laguna Hills Civic Center is a standalone enterprise fund operation of the City. Altogether, there are 51,970 square feet of leasable office space in the Civic Center. The City currently occupies 20,843 square feet and leases 31,127 square feet to outside parties.

For the 2025/2026 fiscal year, Essex Realty Management, Inc., the property management company the City uses to manage the day-to-day operations of the Civic Center, is recommending a proposed Civic Center Budget that will generate a net income of \$48,385. However, after anticipated leasing commissions totaling \$60,717 and proposed one-time capital improvements totaling approximately \$202,000, the budget estimates a short-term net loss of \$214,332.

Proposed one-time capital improvements for the 2025/2026 fiscal year include replacement of the elastomeric roof coating on the west side of the building, the anticipated replacement of four water heat source pumps throughout the year, and termite fumigation (tenting of the building). All of these capital improvements will actually be funded by CIP No. 505.

On March 14, 2023, the City Council approved the transfer of \$850,000 from general fund reserves to CIP No. 505, Civic Center Improvements. On February 13, 2024, the

City Council approved the transfer of \$192,125 from CIP No. 505 to the Civic Center Enterprise Fund for the reimbursement of capital improvement projects managed by Essex for contracting efficiency. As of June 17, 2025, the total fiscal activity for FY2024/2025 has been \$199,067 and the remaining balance in CIP No. 505 is \$320,440, which is sufficient for the work contemplated in the proposed budget.

The proposed FY2025/2026 Civic Center Budget is based on the following significant assumptions:

- Suite 205 rent starts February 1, 2026.
- The Civic Center remains fully occupied (all available lease space is rented).

Included as an attachment to this report is the proposed FY2025/2026 Civic Center Budget.

CEQA Findings:

CEQA Guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

Fiscal Impact:

The proposed FY2025/2026 Civic Center Budget includes the following highlights:

<u>Budget Highlights</u>	<u>Totals</u>
Income (Rent and Common Area Maintenance Charges)	\$852,745.00
Expenses (Direct and Indirect)	\$804,360.00
Estimated Net Income (Income minus Expenses)	\$48,385.00
Leasing Commission Expenses	(\$60,717.00)
Capital Improvement Expenses	(\$202,000.00)
Short Term Net Loss	(\$214,332.00)

The separate enterprise fund managed by Essex Reality Management, Inc. has a fund balance of \$109,384.56 as of May 31, 2025.

While the proposed FY2025/2026 Civic Center Budget projects a net loss of \$214,332 after proposed capital improvement expenses and leasing commissions, this net loss is mostly due to the proposed capital improvement expenses, which can be funded by CIP

No. 505, Civic Center Improvements. At this time, City staff is not recommending any additional funds be transferred from General Fund reserves to CIP No. 505 or the Civic Center enterprise fund.

It should be noted that with Suite 205 being rented and paying rent starting in February 2026, the Assistant City Manager estimates that the net income will increase by \$67,478 in FY26/27.

Attachments:

1. Laguna Hills Civic Center FY2025/2026 Budget

2025-2026 BUDGET

THE CITY OF LAGUNA HILLS CIVIC CENTER



24031-24035 El Toro Road, Laguna Hills, CA

PREPARED FOR:

The City of Laguna Hills

PREPARED BY:

Property Manager: Chris Johar

Accountant: Vasuki Sathialingum

Reviewed and Approved: _____

Dated: _____

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- F. MONTHLY OCCUPANCY SUMMARY

**THE CITY OF LAGUNA HILLS CIVIC CENTER
2025-2026 BUDGET
HISTORIC SUMMARY**

Project Size		51,946				
	2022/2023 Actuals	2023/2024 Actuals	2024/2025 Annualized	2025/2026 Fiscal Budget	COMMENTS	
REVENUES:						
Rental Income	1,224,370	1,285,411	1,262,168	1,371,525	Variance due to an increase in occupancy, i.e., Suite 300, 205, 320, and 255	
Contra Revenue	(549,965)	(549,965)	(549,965)	(549,965)		
CAM Income	143,049	167,026	163,772	176,517		
Contra CAM	(124,180)	(157,820)	(129,978)	(145,332)		
CAM Rec. Rev.	22,835	57,275	0	0		
Late Fee Revenue	0	0	170	0		
NSF Revenue	0	0	0	0		
Other Revenue	7,511	11,858	8,411	0		
TOTAL REVENUES:	723,620	813,785	754,578	852,746		
AVERAGE OCCUPANCY:	88%	90%	92%	100%		
DIRECT OPERATING EXPENSES:						
Security	7,554	4,179	9,633	3,915	<u>psf/yr</u> \$0.08	Variance due to multiple unanticipated services in 2024 - assist with annual elevator compliance inspection in 2024, \$1,950; fire system underground wire conduit, \$4,175; cellular communicator upgrade, \$3,675
Cleaning	127,273	133,527	138,715	138,064	\$2.66	Variance contracting different nighttime janitorial services - MBM Services. The cost per square foot is less than that of the current janitorial company, \$74,484
Management Fee	52,705	54,104	54,767	57,768	\$1.11	Variance due to the increase in occupancy.
HVAC	78,056	39,251	44,950	47,408	\$0.91	Variance due to HVAC repair contingency has not been fully utilized in 2024 - the monthly contingency rate remains the same in 2025.
Elevator	11,669	8,279	11,494	12,941	\$0.25	Variance due to elevator repair contingency has not been fully utilized in 2024 - the monthly contingency rate remains the same in 2025; annual testing for two elevators, \$3,500.
Repairs & Maintenance	138,299	101,379	90,877	98,169	\$1.89	Variance due to roof, f/s, plumbing, door and locks, contingency repair has not been fully utilized in 2024; the contingency rate remains the same in 2025. Plus, wages increase for onsite maintenance to 5%.
Utilities	178,780	201,484	201,342	209,420	\$4.03	Standard annual percentage increase 4%
Parking Lot	9,154	6,369	19,435	10,426	\$0.20	Variance due to multiple unanticipated repairs in 2024, i.e., electrical tree receptacles, \$4,270; 36-in ground lights installation, \$4,900.
Landscaping	35,322	36,027	44,745	39,745	\$0.77	Variance due to additional interior plants installation in 2024 for the City, \$4,361; (4) privacy planter installation, \$825.
Insurance	155,537	125,000	128,384	130,000	\$2.50	
Real Estate Taxes	9,325	10,942	11,873	12,110	\$0.23	
Non-Reimb Expense	0	1,156	0	0	\$0.00	
DIRECT OPERATING EXPENSES:	803,674	721,697	756,215	759,966	\$14.63	
Direct Expenses psf/year	\$15.47	\$13.89	\$14.56	\$14.63		
Direct Expenses psf/month	\$1.289	\$1.158	\$1.213	\$1.219	0.5%	
NET OPERATING INCOME:	(\$80,054)	\$92,088	(\$1,637)	\$92,780		
INDIRECT OPERATING EXPENSES:						
Lease Commission Expense	0	0	0	2,509		Variance due to 1-year lease renewals commission expense. Renewals include: Suite 250A, B, C, D, E, and 220.

Advertising & Promotions	3,347	4,044	2,870	7,250	Variance due to holiday décor refresh and new ornament replacement, \$4,750. Plus, the tenant appreciation Christmas party is hosted by the City.
Legal Fees	167	0	0	600	Variance due to legal fees contingency has not been utilized.
Admin & Professional Expense	725	9,365	305	600	
Environmental Expense	224	2,484	1,625	1,575	
Vacant/Tenant Space Refurbishment	8,327	1,710	0	2,000	Contingency in 2024 has not been fully utilized.
Repairs & Maint. Indirect	14,740	41,688	29,390	29,861	Variance due to the City's indirect repair and maintenance initially budgeted at \$5,000 per quarter in 2024 has not been fully utilized. The rate has been reduced to \$3,500 per quarter for 2025.
Interest Income	(129)	591,725	0	0	
Total Indirect Oper. Costs:	<u>27,401</u>	<u>651,016</u>	<u>34,190</u>	<u>44,395</u>	
NET INCOME AFTER INTEREST:	(107,455)	(558,928)	(35,827)	48,385	
<u>Capital Expenses:</u>	0	144,768	86,151	202,000	Variance in 2024 has not been fully utilized; deferred to 25/26. Budget Yr for west section roof repair, \$36,000; (4) WHSP unit replacement, \$56,000; Termite fumigation, \$110,000
Capital Improvements					
Tenant Improvements	13,100	39,781	0	0	See revenue assumptions
Lease Commissions	5,094	21,355	37,427	60,716	See revenue assumptions
Total Capital Expenses:	<u>18,194</u>	<u>205,904</u>	<u>123,578</u>	<u>262,716</u>	
NET CASHFLOW AFTER CAPITAL:	<u>(125,649)</u>	<u>(764,832)</u>	<u>(159,405)</u>	<u>(214,331)</u>	
Other Adjustments	0	(570,072)	(24,559)	0	
OWNER (CONTRIB.)	0	(129,125)	0	0	
OWNER DISTRIB.	0	0	0	0	
NET CASHFLOW:	<u>(125,649)</u>	<u>(65,635)</u>	<u>(134,846)</u>	<u>(214,331)</u>	

Database: ESSEXREALTY
Report: BF_PROFORMD

Budgeting and Forecasting Detail Proforma
Detailed & Summarized
Essex Realty SaaS DB
2025 - 742 - Fiscal

Page: 1
Date: 6/16/2025
Time: 8:09 PM
Base Currency:

B&F Budget: 1623
Entity: CITY OF LAGUNA HILLS
Accrual

Budget amounts from 07/25 to 06/26

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total
INCOME													
4100-0000 Rent	110,369	111,140	112,498	112,498	107,263	113,024	113,110	118,733	118,733	118,733	117,282	118,140	1,371,525
- AGATHA GLOBAL TECH (RNT) 742-304	1,537	1,537	1,537	1,537	1,537	1,583	1,583	1,583	1,583	1,583	1,583	1,583	18,764
- ALAN & DOMARINA PACE (RNT) 742-250C	637	637	637	637	637	637	0	0	0	0	0	0	3,824
- ALAN & DOMARINA PACE (RNT) 742-250C	0	0	0	0	0	0	656	656	656	656	656	656	3,939
- ALAN PACE (RNT) 742-250E	848	848	848	848	848	848	0	0	0	0	0	0	5,086
- ALAN PACE (RNT) 742-250E	0	0	0	0	0	0	873	873	873	873	873	873	5,239
- BANC OF CALIFORNIA (RNT) 742-130	5,928	5,928	5,928	5,928	0	0	0	0	0	0	0	0	23,711
- BANC OF CALIFORNIA (RNT) 742-130	0	0	0	0	6,105	6,105	6,105	6,105	6,105	6,105	6,105	6,105	48,838
- BERGER HARRISON APC (ABR) 742-310	-2,046	0	0	0	0	0	0	0	0	0	0	0	-2,046
- BERGER HARRISON APC (RNT) 742-200	3,855	3,855	3,855	3,855	3,855	3,855	3,855	3,855	3,855	3,855	3,855	3,971	46,377
- BERGER HARRISON APC (RNT) 742-310	2,046	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	25,231
- CARNO LAW GROUP (RNT) 742-260	6,613	6,613	6,613	6,613	6,613	6,613	6,613	6,613	6,613	6,613	6,613	6,878	79,622
- CAROLYN BEHRENS (RNT) 742-330	2,025	2,025	2,025	2,025	2,025	2,025	2,025	2,025	2,025	2,025	2,025	2,106	24,378
- CITY OF LAGUNA HILLS (RNT) 742-100	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	549,965
- DR. KOOROSH HOSN DDS (RNT) 742-230	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,831	44,745
- FAY BLIX (ABR) 742-301	0	0	0	0	-5,715	0	0	0	0	0	0	0	-5,715
- FAY BLIX (RNT) 742-301	5,549	5,549	5,549	5,549	5,715	5,715	5,715	5,715	5,715	5,715	5,715	5,715	67,917
- JAMES R. FERRARA (RNT) 742-250B	637	637	637	637	637	637	0	0	0	0	0	0	3,822
- JAMES R. FERRARA (RNT) 742-250B	0	0	0	0	0	0	656	656	656	656	656	656	3,937
- JOHN A ROSENBAUM (RNT) 742-250A	740	740	740	740	740	740	0	0	0	0	0	0	4,440
- JOHN A ROSENBAUM (RNT) 742-250A	0	0	0	0	0	0	762	762	762	762	762	762	4,573
- KAPRI, Inc. (ABR) 742-255	0	-1,358	0	0	0	0	0	0	0	0	0	0	-1,358
- KAPRI, Inc. (RNT) 742-255	1,358	1,358	1,358	1,358	1,358	1,358	1,358	1,358	1,358	1,358	1,358	1,358	16,301
- LAYLA FIJANY, DDS MS CORP., A CALIFOR	-5,623	-5,623	-5,623	-5,623	-5,623	-5,623	-5,623	0	0	0	0	0	-39,362
- LAYLA FIJANY, DDS MS CORP., A CALIFOR	5,623	5,623	5,623	5,623	5,623	5,623	5,623	5,623	5,623	5,623	5,623	5,623	67,478
- LEWELLEN ACCOUNTANCY CORP. (RNT) 7	4,558	4,558	4,558	4,558	0	0	0	0	0	0	0	0	18,231
- LEWELLEN ACCOUNTANCY CORP. (RNT) 7	0	0	0	0	4,694	4,694	4,694	4,694	4,694	4,694	4,694	4,694	37,556
- NYA LLC (RNT) 742-210	5,260	5,260	5,260	5,260	5,260	5,260	5,260	5,260	5,260	5,260	5,260	5,260	63,117
- PREMIER GROUP INTERNATIONAL (RNT) 7	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	39,492
- SENATE RULES COMMITTEE (RNT) 742-20'	3,204	3,204	3,204	3,204	3,204	3,204	3,204	3,204	3,204	3,204	3,333	3,333	38,709
- SERENITY ESCROW, INC. (RNT) 742-300	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	0	0	15,792
- SIGNATURE AMERICA (RNT) 742-320	2,984	2,984	2,984	2,984	2,984	2,984	2,984	2,984	2,984	2,984	2,984	2,984	35,809
- SOCAL COUNSELLING SERVICES (RNT) 74	700	0	0	0	0	0	0	0	0	0	0	0	700
- SOCAL COUNSELLING SERVICES (RNT) 74	0	721	721	721	721	721	721	721	721	721	721	721	7,931
- THE COUNTY OF ORANGE (RNT) 742-150	9,516	9,516	9,516	9,516	9,516	9,516	9,516	9,516	9,516	9,516	9,516	9,802	114,480
4125-0000 Contra Revenue	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-549,965

Database: ESSEXREALTY
Report: BF_PROFORMD

Budgeting and Forecasting Detail Proforma
Detailed & Summarized
Essex Realty SaaS DB
2025 - 742 - Fiscal

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B&F Budget: 1623
Entity: CITY OF LAGUNA HILLS
Accrual

Budget amounts from 07/25 to 06/26

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total
- CITY OF LAGUNA HILLS (CON) 742-100	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-549,965
4200-0000 CAM Revenue	15,203	15,203	15,203	15,203	14,463	14,463	14,463	14,463	14,463	14,463	14,463	14,463	176,517
- AGATHA GLOBAL TECH (CAM) 742-304	191	191	191	191	191	191	191	191	191	191	191	191	2,291
- BANC OF CALIFORNIA (CAM) 742-130	740	740	740	740	0	0	0	0	0	0	0	0	2,960
- BERGER HARRISON APC (CAM) 742-200	174	174	174	174	174	174	174	174	174	174	174	174	2,088
- BERGER HARRISON APC (CAM) 742-310	87	87	87	87	87	87	87	87	87	87	87	87	1,046
- CARNO LAW GROUP (CAM) 742-260	43	43	43	43	43	43	43	43	43	43	43	43	519
- CAROLYN BEHRENS (CAM) 742-330	249	249	249	249	249	249	249	249	249	249	249	249	2,985
- CITY OF LAGUNA HILLS (CAM) 742-100	12,111	12,111	12,111	12,111	12,111	12,111	12,111	12,111	12,111	12,111	12,111	12,111	145,332
- DR. KOOROSH HOSN DDS (CAM) 742-230	350	350	350	350	350	350	350	350	350	350	350	350	4,200
- LEWELLEN ACCOUNTANCY CORP. (CAM) 7	639	639	639	639	0	0	0	0	0	0	0	0	2,556
- LEWELLEN ACCOUNTANCY CORP. (CAM) 7	0	0	0	0	639	639	639	639	639	639	639	639	5,111
- NYA LLC (CAM) 742-210	619	619	619	619	619	619	619	619	619	619	619	619	7,429
4205-0000 Contra CAM	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-145,332
- CITY OF LAGUNA HILLS (CCA) 742-100	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-12,111	-145,332
TOTAL INCOME	67,631	68,402	69,760	69,760	63,784	69,546	69,632	75,255	75,255	75,255	73,804	74,662	852,745
DIRECT EXPENSES													
BLDG OPERATING EXPENSE													
TOTAL BLDG OPERATING EXPENSE	0	0	0	0	0	0	0	0	0	0	0	0	0
SECURITY													
5121-0000 Security-Fire Alarms	390	135	135	390	135	135	390	135	135	390	1,410	135	3,915
742 - Annual Fire Alarm Testing	0	0	0	0	0	0	0	0	0	0	1,275	0	1,275
742 - Fire Alarm Monitoring	255	0	0	255	0	0	255	0	0	255	0	0	1,020
742 - SSD Security System Monitoring	135	135	135	135	135	135	135	135	135	135	135	135	1,620
TOTAL SECURITY	390	135	135	390	135	135	390	135	135	390	1,410	135	3,915
CLEANING													
5130-0000 Cleaning Contract-Janitor	5,445	5,445	5,445	5,445	5,445	5,445	5,445	5,709	5,709	5,710	5,710	5,710	66,663
5150-0000 Add'l Cleaning-DayPorter	4,356	4,355	4,356	4,356	4,356	4,556	4,447	4,447	4,447	4,447	4,447	4,447	53,017
5160-0000 Cleaning Supplies	981	981	981	981	981	981	981	981	981	981	981	981	11,771
5180-0000 Window Cleaning	0	0	0	0	2,622	0	0	0	0	0	3,990	0	6,612
742 - Exterior Window Cleaning w/ boom lift	0	0	0	0	2,622	0	0	0	0	0	2,622	0	5,244
742 - Interior Window Cleaning	0	0	0	0	0	0	0	0	0	0	1,368	0	1,368

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total
TOTAL CLEANING	10,782	10,781	10,782	10,782	13,404	10,982	10,873	11,137	11,137	11,138	15,128	11,138	138,063
MANAGEMENT FEES													
5305-0000 Mgmt Fee-Agent	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	57,768
- BF Management Fees	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	57,768
TOTAL MANAGEMENT FEES	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	57,768
HVAC													
5410-0000 HVAC Contract Services	125	3,958	125	125	4,150	125	125	4,150	125	125	4,150	125	17,408
742 - DSL for EMS	125	125	125	125	125	125	125	125	125	125	125	125	1,500
742 - HVAC Preventative Maintenance	0	3,833	0	0	4,025	0	0	4,025	0	0	4,025	0	15,908
5415-0000 HVAC Repair/Maint	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
TOTAL HVAC	2,625	6,458	2,625	2,625	6,650	2,625	2,625	6,650	2,625	2,625	6,650	2,625	47,408
ELEVATOR													
5435-0000 Elevator Contract Service	1,915	0	0	2,442	0	0	1,992	0	0	1,992	0	0	8,341
742 - Annual Permit	0	0	0	450	0	0	0	0	0	0	0	0	450
742 - Quarterly Preventative Maintenance	1,915	0	0	1,992	0	0	1,992	0	0	1,992	0	0	7,891
5440-0000 Elevator Repair/Maint	0	550	3,500	0	0	0	0	550	0	0	0	0	4,600
742 - Annual Testing	0	0	3,500	0	0	0	0	0	0	0	0	0	3,500
742 - Contingency Repair	0	550	0	0	0	0	0	550	0	0	0	0	1,100
TOTAL ELEVATOR	1,915	550	3,500	2,442	0	0	1,992	550	0	1,992	0	0	12,941
REPAIRS AND MAINTENANCE													
5445-0000 Roof/Solar/Waterproofing	0	0	0	0	2,200	3,000	3,000	3,000	0	0	0	0	11,200
742 - Annual Roof Gutter Maintenance	0	0	0	0	2,200	0	0	0	0	0	0	0	2,200
742 - Contingency Roof Repairs	0	0	0	0	0	3,000	3,000	3,000	0	0	0	0	9,000
5448-0000 Fire, Life, Safety	300	0	1,100	300	0	0	300	0	0	300	4,250	0	6,550
742 - Annual Fire Extinguisher Inspection	0	0	650	0	0	0	0	0	0	0	0	0	650
742 - Annual Fire Sprinkler Test	0	0	0	0	0	0	0	0	0	0	750	0	750
742 - Contingency Deficiency Sprinkler Repair	0	0	0	0	0	0	0	0	0	0	3,500	0	3,500
742 - Fire Extinguisher Replacement	0	0	450	0	0	0	0	0	0	0	0	0	450
742 - Quarterly Fire Sprinkler Inspection	300	0	0	300	0	0	300	0	0	300	0	0	1,200
5450-0000 Painting	150	0	0	150	0	0	150	0	0	150	0	0	600

Database: ESSEXREALTY
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Budgeting and Forecasting Detail Proforma
Detailed & Summarized
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Entity: CITY OF LAGUNA HILLS
Accrual

Budget amounts from 07/25 to 06/26

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total
5460-0000 Plumbing Repairs/Supplies	2,100	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	13,100
742 - Annual Hydro Jetting Mainline	1,100	0	0	0	0	0	0	0	0	0	0	0	1,100
742 - Contingency Repairs	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
5465-0000 Electrical Repair/Maint	0	1,500	0	0	1,500	0	0	1,500	0	0	1,500	0	6,000
742 - LED Upgrade Replacement Contingency	0	1,500	0	0	1,500	0	0	1,500	0	0	1,500	0	6,000
5475-0000 Doors & Locks	0	200	0	0	200	0	0	200	0	0	200	0	800
742 - Door Repair Contingency	0	200	0	0	200	0	0	200	0	0	200	0	800
5480-0000 Sign Repair/Maint	100	0	0	100	0	0	100	0	0	100	0	0	400
742 - Parking Sign Replacement Contingency	100	0	0	100	0	0	100	0	0	100	0	0	400
5485-0000 Floor & Carpet Rpr/Maint	1,255	6,525	0	1,255	0	0	1,255	0	0	1,255	0	0	11,545
742 - Annual Stone Cleaning	0	6,525	0	0	0	0	0	0	0	0	0	0	6,525
742 - Common Area Carpet Cleaning	1,255	0	0	1,255	0	0	1,255	0	0	1,255	0	0	5,020
5490-0000 Pest Control	95	95	95	95	95	95	95	95	95	1,595	95	95	2,640
742 - Pest Control Services	95	95	95	95	95	95	95	95	95	95	95	95	1,140
742 - Termite Spot Treatment Contingency	0	0	0	0	0	0	0	0	0	1,500	0	0	1,500
5491-0000 Misc Repair/Maint	500	1,791	500	500	1,791	500	500	1,791	500	500	1,791	500	11,164
742 - Common Area Wood Restoration	0	1,291	0	0	1,291	0	0	1,291	0	0	1,291	0	5,164
742 - Repair Maintenance Contingency Repairs	500	500	500	500	500	500	500	500	500	500	500	500	6,000
5495-0000 Onsite Maint Personnel	2,750	2,750	2,750	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	34,170
TOTAL REPAIRS & MAINTENANCE	7,250	13,861	5,445	6,280	9,666	7,475	9,280	10,466	4,475	7,780	11,716	4,475	98,169
UTILITIES													
5499-0000 Electricity-General	16,990	34,847	22,685	20,078	5,914	8,515	11,031	11,149	10,173	12,181	12,465	8,187	174,216
5500-0000 Gas	11	19	15	17	15	54	677	524	601	208	49	175	2,364
5502-0000 Water & Sewer	2,504	3,016	4,868	4,297	3,563	3,051	691	3,022	1,722	1,949	994	1,364	31,040
5504-0000 Property Telephone	150	150	150	150	150	150	150	150	150	150	150	150	1,800
TOTAL UTILITIES	19,654	38,032	27,718	24,542	9,641	11,769	12,550	14,845	12,647	14,488	13,659	9,876	209,420
PARKING LOT													
5510-0000 Pkg Lot-Lighting	500	0	0	500	2,323	0	500	2,323	0	500	0	0	6,646
742 - Contingency Repair	500	0	0	500	0	0	500	0	0	500	0	0	2,000
742 - Palm Tree Holiday Decor Installation	0	0	0	0	2,323	0	0	2,323	0	0	0	0	4,646
5525-0000 Pkg Lot-Sweeping	315	315	315	315	315	315	315	315	315	315	315	315	3,780
TOTAL PARKING LOT	815	315	315	815	2,638	315	815	2,638	315	815	315	315	10,426

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total
LANDSCAPING													
5560-0000 Landscaping Contract	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	31,200
5562-0000 Landscaping-Interior	360	360	360	360	360	585	360	360	360	360	360	360	4,545
742 - (15) Poinsettias Holiday Installations	0	0	0	0	0	225	0	0	0	0	0	0	225
742 - Monthly Interior Services	360	360	360	360	360	360	360	360	360	360	360	360	4,320
5565-0000 Fountain Maintenance	250	250	250	750	250	250	250	750	250	250	250	250	4,000
742 - Contingency Fountain Repair	0	0	0	500	0	0	0	500	0	0	0	0	1,000
742 - Monthly Services	250	250	250	250	250	250	250	250	250	250	250	250	3,000
TOTAL LANDSCAPE	3,210	3,210	3,210	3,710	3,210	3,435	3,210	3,710	3,210	3,210	3,210	3,210	39,745
INSURANCE													
5805-0000 Insurance	0	0	0	130,000	0	0	0	0	0	0	0	0	130,000
TOTAL INSURANCE	0	0	0	130,000	0	0	0	0	0	0	0	0	130,000
REAL ESTATE TAXES													
6205-0000 Real Estate Taxes	0	0	0	0	6,055	0	0	0	6,055	0	0	0	12,110
TOTAL REAL ESTATE TAXES	0	0	0	0	6,055	0	0	0	6,055	0	0	0	12,110
TOTAL DIRECT EXPENSE	51,455	78,156	58,544	186,400	56,213	41,550	46,548	54,945	45,413	47,252	56,902	36,588	759,965
NET OPERATING INCOME	16,176	-9,754	11,216	-116,640	7,571	27,995	23,083	20,310	29,842	28,003	16,902	38,074	92,780
INDIRECT EXPENSES / INCOME													
7300-0000 Lease Commissions Exp	0	216	0	0	1,408	0	885	0	0	0	0	0	2,509
742 - Suite 220 Lewellen Accountancy Renewal	0	0	0	0	1,408	0	0	0	0	0	0	0	1,408
742 - Suite 250A John Rosenbaum Renewal	0	0	0	0	0	0	229	0	0	0	0	0	229
742 - Suite 250B James R. Ferrara Renewal	0	0	0	0	0	0	197	0	0	0	0	0	197
742 - Suite 250C Domarina Pace Renewal	0	0	0	0	0	0	197	0	0	0	0	0	197
742 - Suite 250D Social Counselling Renewal	0	216	0	0	0	0	0	0	0	0	0	0	216
742 - Suite 250E Alan Pace Renewal	0	0	0	0	0	0	262	0	0	0	0	0	262
7305-0000 Advertising & Promotion	0	0	0	0	4,750	0	2,500	0	0	0	0	0	7,250
742 - Holiday Decorative Installation	0	0	0	0	4,750	0	0	0	0	0	0	0	4,750

Database: ESSEXREALTY
Report: BF_PROFORMD

Budgeting and Forecasting Detail Proforma
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Entity: CITY OF LAGUNA HILLS
Accrual

Budget amounts from 07/25 to 06/26

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total
742 - Tenant Appreciation Christmas Event	0	0	0	0	0	0	2,500	0	0	0	0	0	2,500
7310-0000 Legal Fees	0	150	0	0	150	0	0	150	0	0	150	0	600
7320-0000 Admin & Professional Exp.	50	50	50	50	50	50	50	50	50	50	50	50	600
7326-0000 Environmental Expense	0	0	450	0	0	0	0	0	1,125	0	0	0	1,575
742 - Annual Enviromental Inspection	0	0	450	0	0	0	0	0	0	0	0	0	450
742 - Annual Utility Compliance	0	0	0	0	0	0	0	0	1,125	0	0	0	1,125
7330-0000 Tenant Space Refurb	0	500	0	0	500	0	0	500	0	0	500	0	2,000
742 - Minor Repair Contingency	0	500	0	0	500	0	0	500	0	0	500	0	2,000
7333-0000 Repairs & Maint- Indirect	3,416	1,707	1,231	3,416	4,182	416	7,016	1,707	1,231	3,416	1,707	416	29,861
742 - Annual Camera Maintenance Services	0	0	0	0	0	0	3,600	0	0	0	0	0	3,600
742 - General R/M Service for City's Office	3,000	0	0	3,000	0	0	3,000	0	0	3,000	0	0	12,000
742 - Generator Battery Replacement Continger	0	0	0	0	1,475	0	0	0	0	0	0	0	1,475
742 - Generator Bi-Annual Inspection Services	0	0	815	0	0	0	0	0	815	0	0	0	1,630
742 - Generator Load Bank Test	0	0	0	0	1,000	0	0	0	0	0	0	0	1,000
742 - SSD Access Control Services	416	416	416	416	416	416	416	416	416	416	416	416	4,992
742 - Wood Restoration Service for City's Office	0	1,291	0	0	1,291	0	0	1,291	0	0	1,291	0	5,164
TOTAL INDIRECT EXPENSES / INCOME	3,466	2,623	1,731	3,466	11,040	466	10,451	2,407	2,406	3,466	2,407	466	44,395
NET INCOME	12,710	-12,377	9,485	-120,106	-3,469	27,529	12,632	17,903	27,436	24,537	14,495	37,608	48,385
OTHER SOURCES AND USE OF CASH													
1230-0000 Capital Improvements	0	14,000	36,000	0	124,000	0	0	14,000	0	0	14,000	0	202,000
742 - (4) WHSP Unit Replacement Contingency	0	14,000	0	0	14,000	0	0	14,000	0	0	14,000	0	56,000
742 - Roof Repair Coating - Westside Section	0	0	36,000	0	0	0	0	0	0	0	0	0	36,000
742 - Termite Fumigation	0	0	0	0	110,000	0	0	0	0	0	0	0	110,000
1260-0000 Lease Commissions	20,526	0	0	0	9,157	0	0	31,033	0	0	0	0	60,717
- BANC OF CALIFORNIA (LC) 742-130	0	0	0	0	9,157	0	0	0	0	0	0	0	9,157
- KAPRI, Inc. (LC) 742-255	4,259	0	0	0	0	0	0	0	0	0	0	0	4,259
- LAYLA FIJANY, DDS MS CORP., A CALIFOR	0	0	0	0	0	0	0	31,033	0	0	0	0	31,033
- PREMIER GROUP INTERNATIONAL (LC) 74	2,962	0	0	0	0	0	0	0	0	0	0	0	2,962
- SERENITY ESCROW, INC. (LC) 742-300	948	0	0	0	0	0	0	0	0	0	0	0	948
- SIGNATURE AMERICA (LC) 742-320	12,358	0	0	0	0	0	0	0	0	0	0	0	12,358
TOTAL OTHER SOURCES AND USE OF CASH	20,526	14,000	36,000	0	133,157	0	0	45,033	0	0	14,000	0	262,717
NET CASHFLOW	-7,817	-26,377	-26,515	-120,106	-136,626	27,529	12,632	-27,130	27,436	24,537	495	37,608	-214,332

Database:	ESSEXREALTY	Monthly Suite Forecast												Page:	1		
Entity:	CITY OF LAGUNA HILLS	742 - STD_Rev - 742												Date:	6/15/2025		
Budget ID:	2025 - 742 - Fiscal													Time:	4:59 PM		
Basis:	Accrual	For Year 2025												Area Type:	GLA		
Calculation Type:	None													Base Currency:	USD		
Unit of Measure:	Square Feet																
Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/25	Rent Start	Lease Expires	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Projected	Avg.
					08/25	09/25										Total	PSF

742	000	Available	552														
742	100	CITY OF LAGUNA HILLS		7/1/2004	12/31/2099												
		Effective -7/1/2025	21,033														
CAM		Common Area Maintenance	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	12,578.98	150,947.76	7.177
CCA		Contra CAM	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-150,947.76	-7.177
CON		Contra Revenue	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-549,964.80	-26.148
RNT		Base Rent	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	45,830.40	549,964.80	26.148
742	100A	Available	0														
742	100B	Available	0														
742	110	Available	0														
742	130	BANC OF CALIFORNIA		11/1/2015	10/31/2025												
		Effective -7/1/2025	2,394														
CAM		Common Area Maintenance	1,224.65	1,224.65	1,224.65	1,224.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,898.60	2.046
RNT		Base Rent	5,927.83	5,927.83	5,927.83	5,927.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,711.32	9.904
Total Rent For Lease			7,152.48	7,152.48	7,152.48	7,152.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,609.92	11.951
LC		Leasing Commissions	0.00	0.00	0.00	0.00	-9,157.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-9,157.00	0.000
Total Capital For Lease			0.00	0.00	0.00	0.00	-9,157.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-9,157.00	0.000
742	130	BANC OF CALIFORNIA		11/1/2025	10/31/2030												
		Effective -7/1/2025	2,394														
RNT		Base Rent	0.00	0.00	0.00	0.00	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	48,837.60	20.400
Total Rent For Lease			0.00	0.00	0.00	0.00	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	48,837.60	20.400
Total Rent for Suite			7,152.48	7,152.48	7,152.48	7,152.48	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	6,104.70	77,447.52	20.400
Total Capital for Suite			0.00	0.00	0.00	0.00	-9,157.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-9,157.00	0.000
742	150	THE COUNTY OF ORANGE		2/1/2006	5/31/2032												
		Effective -7/1/2025	1,769														
RNT		Base Rent	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,801.72	114,480.25	64.715
Total Rent For Lease			9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,516.23	9,801.72	114,480.25	64.715
742	200	BERGER HARRISON APC		6/1/2022	8/31/2027												
		Effective -7/1/2025	1,568														
CAM		Common Area Maintenance	208.92	208.92	208.92	208.92	208.92	208.92	208.92	208.92	208.92	208.92	208.92	208.92	208.92	2,507.04	1.599
RNT		Base Rent	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,855.15	3,970.80	46,377.45	29.577
Total Rent For Lease			4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,064.07	4,179.72	48,884.49	31.176
742	201	SENATE RULES COMMITTEE		5/16/2015	2/28/2027												
		Effective -7/1/2025	1,274														
RNT		Base Rent	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,332.57	3,332.57	38,709.04	30.384
Total Rent For Lease			3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,204.39	3,332.57	3,332.57	38,709.04	30.384
742	203	PREMIER GROUP INTERNATIK		2/1/2019	4/30/2025												
		Effective -7/1/2025	1,377														
RNT		Base Rent	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	39,492.36	28.680

Database:	ESSEXREALTY	Monthly Suite Forecast												Page:	2		
Entity:	CITY OF LAGUNA HILLS	742 - STD_Rev - 742												Date:	6/15/2025		
Budget ID:	2025 - 742 - Fiscal													Time:	4:59 PM		
Basis:	Accrual	For Year 2025												Area Type:	GLA		
Calculation Type:	None													Base Currency:	USD		
Unit of Measure:	Square Feet																
Bldg	Suite	Area Effective	Rentable Sq. Ft.		Rent Start	Lease Expires										Projected	Avg.
				07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total	PSF

Total Rent For Lease		3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	39,492.36	28.680
LC	Leasing Commissions	-2,961.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,961.93	0.000
Total Capital For Lease		-2,961.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,961.93	0.000
742	205	LAYLA FIJANY, DDS MS CORP		4/21/2025	2/28/2036											
	Effective -7/1/2025	2,343														
ABR	Abated Rent	-5,623.20	-5,623.20	-5,623.20	-5,623.20	-5,623.20	-5,623.20	-5,623.20	0.00	0.00	0.00	0.00	0.00	0.00	-39,362.40	-16.800
RNT	Base Rent	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	67,478.40	28.800
Total Rent For Lease		0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	5,623.20	28,116.00	12.000
LC	Leasing Commissions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-31,033.11	0.00	0.00	0.00	0.00	0.00	-31,033.11	0.000
Total Capital For Lease		0.00	0.00	0.00	0.00	0.00	0.00	0.00	-31,033.11	0.00	0.00	0.00	0.00	0.00	-31,033.11	0.000
742	207	Available	0													
742	210	NYA LLC		7/1/2019	6/30/2029											
	Effective -7/1/2025	1,987														
CAM	Common Area Maintenance	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	7,959.24	4.006
RNT	Base Rent	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	5,259.79	63,117.48	31.765
Total Rent For Lease		5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	5,923.06	71,076.72	35.771
742	210A	Available	0													
742	220	LEWELLEN ACCOUNTANCY C		10/1/2013	10/31/2025											
	Effective -7/1/2025	1,855														
CAM	Common Area Maintenance	680.20	680.20	680.20	680.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,720.80	1.467
RNT	Base Rent	4,557.74	4,557.74	4,557.74	4,557.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,230.96	9.828
Total Rent For Lease		5,237.94	5,237.94	5,237.94	5,237.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,951.76	11.295
742	220	LEWELLEN ACCOUNTANCY C		11/1/2025	10/31/2026											
	Effective -7/1/2025	1,855														
CAM	Common Area Maintenance	0.00	0.00	0.00	0.00	680.20	680.20	680.20	680.20	680.20	680.20	680.20	680.20	680.20	5,441.60	2.933
RNT	Base Rent	0.00	0.00	0.00	0.00	4,694.47	4,694.47	4,694.47	4,694.47	4,694.47	4,694.47	4,694.47	4,694.47	4,694.47	37,555.76	20.246
Total Rent For Lease		0.00	0.00	0.00	0.00	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	42,997.36	23.179
Total Rent for Suite		5,237.94	5,237.94	5,237.94	5,237.94	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	5,374.67	63,949.12	34.474
742	230	DR. KOOROSH HOSN DDS		3/1/2000	7/31/2028											
	Effective -7/1/2025	1,098														
CAM	Common Area Maintenance	374.41	374.41	374.41	374.41	374.41	374.41	374.41	374.41	374.41	374.41	374.41	374.41	374.41	4,492.92	4.092
RNT	Base Rent	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,719.42	3,831.00	44,744.62	40.751
Total Rent For Lease		4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,093.83	4,205.41	49,237.54	44.843
742	24035	Available	0													
742	250	Available	0													
742	250A	JOHN A ROSENBAUM		9/1/2022	12/31/2025											
	Effective -7/1/2025	205														
RNT	Base Rent	740.00	740.00	740.00	740.00	740.00	740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,440.00	21.659
Total Rent For Lease		740.00	740.00	740.00	740.00	740.00	740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,440.00	21.659

Database:	ESSEXREALTY	Monthly Suite Forecast												Page:	3		
Entity:	CITY OF LAGUNA HILLS	742 - STD_Rev - 742												Date:	6/15/2025		
Budget ID:	2025 - 742 - Fiscal													Time:	4:59 PM		
Basis:	Accrual	For Year 2025												Area Type:	GLA		
Calculation Type:	None													Base Currency:	USD		
Unit of Measure:	Square Feet																
Bldg	Suite	Area Effective	Rentable Sq. Ft.		Rent Start	Lease Expires										Projected	Avg.
				07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total	PSF

742	250A	JOHN A ROSENBAUM		1/1/2026	12/31/2026												
	Effective -7/1/2025	205															
RNT	Base Rent		0.00	0.00	0.00	0.00	0.00	0.00	0.00	762.20	762.20	762.20	762.20	762.20	762.20	4,573.20	22.308
Total Rent For Lease			0.00	0.00	0.00	0.00	0.00	0.00	0.00	762.20	762.20	762.20	762.20	762.20	762.20	4,573.20	22.308
Total Rent for Suite			740.00	740.00	740.00	740.00	740.00	740.00	740.00	762.20	762.20	762.20	762.20	762.20	762.20	9,013.20	43.967
742	250B	JAMES R. FERRARA		9/1/2022	12/31/2025												
	Effective -7/1/2025	155															
RNT	Base Rent		637.00	637.00	637.00	637.00	637.00	637.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,822.00	24.658
Total Rent For Lease			637.00	637.00	637.00	637.00	637.00	637.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,822.00	24.658
742	250B	JAMES R. FERRARA		1/1/2026	12/31/2026												
	Effective -7/1/2025	155															
RNT	Base Rent		0.00	0.00	0.00	0.00	0.00	0.00	656.11	656.11	656.11	656.11	656.11	656.11	656.11	3,936.66	25.398
Total Rent For Lease			0.00	0.00	0.00	0.00	0.00	0.00	656.11	656.11	656.11	656.11	656.11	656.11	656.11	3,936.66	25.398
Total Rent for Suite			637.00	637.00	637.00	637.00	637.00	637.00	656.11	656.11	656.11	656.11	656.11	656.11	656.11	7,758.66	50.056
742	250C	ALAN & DOMARINA PACE		9/1/2022	12/31/2025												
	Effective -7/1/2025	140															
RNT	Base Rent		637.36	637.36	637.36	637.36	637.36	637.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,824.16	27.315
Total Rent For Lease			637.36	637.36	637.36	637.36	637.36	637.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,824.16	27.315
742	250C	ALAN & DOMARINA PACE		1/1/2026	12/31/2026												
	Effective -7/1/2025	140															
RNT	Base Rent		0.00	0.00	0.00	0.00	0.00	0.00	656.48	656.48	656.48	656.48	656.48	656.48	656.48	3,938.88	28.135
Total Rent For Lease			0.00	0.00	0.00	0.00	0.00	0.00	656.48	656.48	656.48	656.48	656.48	656.48	656.48	3,938.88	28.135
Total Rent for Suite			637.36	637.36	637.36	637.36	637.36	637.36	656.48	656.48	656.48	656.48	656.48	656.48	656.48	7,763.04	55.450
742	250D	SOCAL COUNSELLING SERVI		7/1/2024	7/31/2025												
	Effective -7/1/2025	205															
RNT	Base Rent		700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	3.415
Total Rent For Lease			700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	3.415
742	250D	SOCAL COUNSELLING SERVI		8/1/2025	7/31/2026												
	Effective -7/1/2025	205															
RNT	Base Rent		0.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	7,931.00	38.688
Total Rent For Lease			0.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	7,931.00	38.688
Total Rent for Suite			700.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	8,631.00	42.102
742	250E	ALAN PACE		9/1/2022	12/31/2025												
	Effective -7/1/2025	295															
RNT	Base Rent		847.74	847.74	847.74	847.74	847.74	847.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,086.44	17.242
Total Rent For Lease			847.74	847.74	847.74	847.74	847.74	847.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,086.44	17.242
742	250E	ALAN PACE		1/1/2026	12/31/2026												
	Effective -7/1/2025	295															
RNT	Base Rent		0.00	0.00	0.00	0.00	0.00	0.00	873.17	873.17	873.17	873.17	873.17	873.17	873.17	5,239.02	17.759

Database:	ESSEXREALTY	Monthly Suite Forecast												Page:	4		
Entity:	CITY OF LAGUNA HILLS	742 - STD_Rev - 742												Date:	6/15/2025		
Budget ID:	2025 - 742 - Fiscal													Time:	4:59 PM		
Basis:	Accrual	For Year 2025												Area Type:	GLA		
Calculation Type:	None													Base Currency:	USD		
Unit of Measure:	Square Feet																
Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/25	Rent Start	Lease Expires	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Projected	Avg.
					08/25	09/25										Total	PSF

Total Rent For Lease		0.00	0.00	0.00	0.00	0.00	0.00	873.17	873.17	873.17	873.17	873.17	873.17	5,239.02	17.759	
Total Rent for Suite		847.74	847.74	847.74	847.74	847.74	847.74	873.17	873.17	873.17	873.17	873.17	873.17	10,325.46	35.002	
742	255	KAPRI, Inc.		7/1/2025	6/30/2030											
Effective -7/1/2025		566														
ABR	Abated Rent	0.00	-1,358.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,358.00	-2.399	
RNT	Base Rent	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	16,300.80	28.800	
Total Rent For Lease		1,358.40	0.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	1,358.40	14,942.80	26.401	
LC	Leasing Commissions	-4,259.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4,259.00	0.000	
Total Capital For Lease		-4,259.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4,259.00	0.000	
742	260	CARNO LAW GROUP		3/1/2019	5/31/2027											
Effective -7/1/2025		3,028														
CAM	Common Area Maintenance	43.25	43.25	43.25	43.25	43.25	43.25	43.25	43.25	43.25	43.25	43.25	43.25	519.00	0.171	
RNT	Base Rent	6,613.15	6,613.15	6,613.15	6,613.15	6,613.15	6,613.15	6,613.15	6,613.15	6,613.15	6,613.15	6,613.15	6,877.68	79,622.33	26.295	
Total Rent For Lease		6,656.40	6,656.40	6,656.40	6,656.40	6,656.40	6,656.40	6,656.40	6,656.40	6,656.40	6,656.40	6,656.40	6,920.93	80,141.33	26.467	
742	300	SERENITY ESCROW, INC.		5/1/2025	4/30/2026											
Effective -7/1/2025		672														
RNT	Base Rent	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	0.00	0.00	15,792.00	23.500
Total Rent For Lease		1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	0.00	0.00	15,792.00	23.500
LC	Leasing Commissions	-947.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-947.52	0.000	
Total Capital For Lease		-947.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-947.52	0.000	
742	301	FAY BLIX		9/1/2012	10/31/2029											
Effective -7/1/2025		2,312														
ABR	Abated Rent	0.00	0.00	0.00	0.00	-5,715.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,715.26	-2.472	
CAM	Common Area Maintenance	0.00	0.00	0.00	0.00	33.02	33.02	33.02	33.02	33.02	33.02	33.02	33.02	264.16	0.114	
RNT	Base Rent	5,548.80	5,548.80	5,548.80	5,548.80	5,715.26	5,715.26	5,715.26	5,715.26	5,715.26	5,715.26	5,715.26	5,715.26	67,917.28	29.376	
Total Rent For Lease		5,548.80	5,548.80	5,548.80	5,548.80	33.02	5,748.28	5,748.28	5,748.28	5,748.28	5,748.28	5,748.28	5,748.28	62,466.18	27.018	
742	304	AGATHA GLOBAL TECH		12/1/2017	11/30/2026											
Effective -7/1/2025		614														
CAM	Common Area Maintenance	204.58	204.58	204.58	204.58	204.58	204.58	204.58	204.58	204.58	204.58	204.58	204.58	2,454.96	3.998	
RNT	Base Rent	1,536.78	1,536.78	1,536.78	1,536.78	1,536.78	1,582.88	1,582.88	1,582.88	1,582.88	1,582.88	1,582.88	1,582.88	18,764.06	30.560	
Total Rent For Lease		1,741.36	1,741.36	1,741.36	1,741.36	1,741.36	1,787.46	1,787.46	1,787.46	1,787.46	1,787.46	1,787.46	1,787.46	21,219.02	34.559	
742	310	BERGER HARRISON APC		8/1/2023	8/31/2027											
Effective -7/1/2025		883														
ABR	Abated Rent	-2,046.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,046.35	-2.317	
CAM	Common Area Maintenance	106.78	106.78	106.78	106.78	106.78	106.78	106.78	106.78	106.78	106.78	106.78	106.78	1,281.36	1.451	
RNT	Base Rent	2,046.35	2,107.74	2,107.74	2,107.74	2,107.74	2,107.74	2,107.74	2,107.74	2,107.74	2,107.74	2,107.74	2,107.74	25,231.49	28.575	
Total Rent For Lease		106.78	2,214.52	2,214.52	2,214.52	2,214.52	2,214.52	2,214.52	2,214.52	2,214.52	2,214.52	2,214.52	2,214.52	24,466.50	27.708	
742	320	SIGNATURE AMERICA		7/1/2025	6/30/2030											
Effective -7/1/2025		1,218														
RNT	Base Rent	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	35,809.20	29.400	

Database:	ESSEXREALTY	Monthly Suite Forecast												Page:	5		
Entity:	CITY OF LAGUNA HILLS	742 - STD_Rev - 742												Date:	6/15/2025		
Budget ID:	2025 - 742 - Fiscal													Time:	4:59 PM		
Basis:	Accrual	For Year 2025												Area Type:	GLA		
Calculation Type:	None													Base Currency:	USD		
Unit of Measure:	Square Feet																
Bldg	Suite	Area Effective	Rentable Sq. Ft.		Rent Start	Lease Expires										Projected	Avg.
				07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	Total	PSF

Total Rent For Lease		2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	2,984.10	35,809.20	29.400
LC	Leasing Commissions	-12,358.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-12,358.00	0.000
Total Capital For Lease		-12,358.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-12,358.00	0.000
742	330	CAROLYN BEHRENS		6/1/2017	5/31/2027									
	Effective -7/1/2025	800												
CAM	Common Area Maintenance	266.55	266.55	266.55	266.55	266.55	266.55	266.55	266.55	266.55	266.55	266.55	3,198.60	3.998
RNT	Base Rent	2,024.76	2,024.76	2,024.76	2,024.76	2,024.76	2,024.76	2,024.76	2,024.76	2,024.76	2,024.76	2,105.75	24,378.11	30.473
Total Rent For Lease		2,291.31	2,291.31	2,291.31	2,291.31	2,291.31	2,291.31	2,291.31	2,291.31	2,291.31	2,291.31	2,372.30	27,576.71	34.471
742	ECA	Available	905											

<u>Yearly Rent Recap</u>															
ABR	Abated Rent	-7,669.55	-6,981.20	-5,623.20	-5,623.20	-11,338.46	-5,623.20	-5,623.20	0.00	0.00	0.00	0.00	0.00	-48,482.01	
CAM	Common Area Maintenance	16,351.59	16,351.59	16,351.59	16,351.59	15,159.96	15,159.96	15,159.96	15,159.96	15,159.96	15,159.96	15,159.96	15,159.96	186,686.04	
CCA	Contra CAM	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-12,578.98	-150,947.76	
CON	Contra Revenue	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-549,964.80	
RNT	Base Rent	118,038.82	118,121.21	118,121.21	118,121.21	118,601.27	118,647.37	118,733.23	118,733.23	118,733.23	118,733.23	117,282.21	118,140.45	1,420,006.67	
Total Rent For Year		68,311.48	69,082.22	70,440.22	70,440.22	64,013.39	69,774.75	69,860.61	75,483.81	75,483.81	75,483.81	74,032.79	74,891.03	857,298.14	
<u>Yearly Capital Recap</u>															
LC	Leasing Commissions	20,526.45	0.00	0.00	0.00	9,157.00	0.00	0.00	31,033.11	0.00	0.00	0.00	0.00	60,716.56	
Total Capital For Year		20,526.45	0.00	0.00	0.00	9,157.00	0.00	0.00	31,033.11	0.00	0.00	0.00	0.00	60,716.56	

THE CITY OF LAGUNA HILLS CIVIC CENTER
2025-2026 BUDGET
REVENUE ASSUMPTIONS

TENANT NAME	SUITE	SQ FT	PREV. MONTHLY RENT	LEASE TERM	LEASE START DATE	LEASE END DATE	BASE MONTHLY	RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	INC RATE PSF	MTHLY INCREASE AMOUNT	T.I.'S PSF	T.I. \$\$	COMM %	COMM \$
RENEWALS/EXPIRATIONS - CURRENT YEAR COST CARRY OVERS																	
1																	
TOTALS		0						\$0.00		0.00		0.00	\$0.00		\$0	2.5%	\$0
TENANT NAME	SUITE	SQ FT	LEASE TERM	LEASE START DATE	LEASE END DATE	FREE RENT	BASE MONTHLY	RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	T.I.'S PSF	T.I. \$	COMM %	COMM \$		
VACANT LEASE-UP ASSUMPTIONS - BUDGET YEAR																	
1 Kapri, Inc.	255	566	60	7/1/2025	6/30/2030	1	\$1,358.40		\$0.00	\$2.40		\$0.00	\$0	5.0%	\$4,259		
2 Signature America	320	1,218	60	7/1/2025	6/30/2030	0	\$2,984.10		\$0.00	\$2.45	\$2.45	\$0.00	\$0	6.5%	\$12,358		
3									\$0.00			\$0.00	\$0	0.0%	\$0		
TOTALS		1,784											\$0		\$16,617		
TENANT NAME	SUITE	SQ FT	PREV. MONTHLY RENT	LEASE TERM	LEASE START DATE	LEASE END DATE	BASE MONTHLY	RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	T.I.'S PSF	T.I. \$	COMM %	COMM \$		
TWO OR MORE YEAR RENEWALS/EXPIRATIONS - BUDGET YEAR																	
1 Banc of California	130	2,394	\$5,927.83	60	11/1/2025	10/31/2030	\$6,104.70		\$0.00	\$2.55	\$2.55	\$0.00	\$0	2.5%	\$9,157		Current Rate \$2.48
2											\$0.00	\$0.00	\$0	2.5%	\$0		
3											\$0.00	\$0.00	\$0	2.5%	\$0		
TOTALS		2,394											\$0		\$9,157		
TENANT NAME	847	SQ FT	PREV. MONTHLY RENT	LEASE TERM	LEASE START DATE	LEASE END DATE	BASE MONTHLY	RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	T.I.'S PSF	T.I. \$	COMM %	COMM \$		
ONE YEAR RENEWALS/EXPIRATIONS - BUDGET YEAR																	
1 James R. Ferrara	250B	155	\$637.00	12	1/1/2026	12/31/2026	\$656.11		\$0.00	\$4.23	\$4.23	\$0.00	\$0	2.5%	\$197		Current Rate \$4.11
2 Alan & Domarina	250C	140	\$637.36	12	1/1/2026	12/31/2026	\$656.48		\$0.00	\$4.69	\$4.69	\$0.00	\$0	2.5%	\$197		\$4.55
3 John A. Rosenbaum	250A	205	\$740.00	12	1/1/2026	12/31/2026	\$762.20		\$0.00	\$3.72	\$3.72	\$0.00	\$0	2.5%	\$229		\$3.61
4 Alan Pace	250E	295	\$847.74	12	1/1/2026	12/31/2026	\$873.17		\$0.00	\$2.96	\$2.96	\$0.00	\$0	2.5%	\$262		\$2.87
5 Social Counselling	250D	205	\$700.00	12	8/1/2025	7/31/2026	\$721.00		\$0.00	\$3.52	\$3.52	\$0.00	\$0	2.5%	\$216		\$3.41
6 Lewellen Accountant	220	1,855	\$4,557.74	12	11/1/2025	10/31/2026	\$4,694.47		\$638.93	\$2.53	\$2.53	\$0.00	\$0	2.5%	\$1,408		\$2.46
TOTALS		795											\$0		\$2,509		
ONE YEAR TI & LC TOTALS													\$0		\$2,509		
TWO OR MORE YEAR TI & LC TOTAL													\$0		\$25,774	\$28,283	

THE CITY OF LAGUNA HILLS CIVIC CENTER

2025-2026 BUDGET

EXPENSE ASSUMPTIONS

* Blue indicates areas where data is entered.

CATEGORY		CURRENT VENDOR	COMMENTS	RECURRING		ANNUAL		
SECURITY								
5121	Security - Fire Alarms	SSD/Fire Safety First	1) Fire Alarm Monitoring \$255/billed quarterly (Jul/Oct/Jan/Apr). 2) Annual Fire Alarm testing \$1,275/May. 3) Portion of the SSD Security system monitoring and Maintenance Contract \$135/Mo	\$3,915 Yr.		\$3,915		
Total Security						\$3,915		
CLEANING								
5130	Cleaning Contract	Merchants	July-December rate will be \$0.110 per occupied sf. New amount per minimum wage increase in January - June will be \$0.111	\$ /psf/mo \$0.111	Avg Occ 98.9%	\$66,663 Yr.	\$66,663	
5150	Additional Cleaning	Merchants	1) Contract amount for dayporter. Contract amount \$4,355.65 per month from July 2025 to December 2025. Starting January 2026, increase 2.1%, \$4,447.11. Additional payment of \$200 in December for the holiday bonus.	Hrly Rate \$25.00	Hrs/day 8.0	Days/wk 5.0	(52 weeks/12) \$53,017 Yr.	\$53,017
5160	Cleaning Supply	Merchants	Contract to be billed based on usage. Estimate of \$981/mo based on .020 psf for budget purposes.	\$ /psf/mo \$0.020	Avg Occ 98.9%	\$11,772 Yr.	\$11,772	
5180	Window Cleaning	HSG	1) Annual Interior Window Cleaning \$1,368/May 26' 2) Semi-Annual Exterior Window Cleaning w/ Boom Lift \$2,622/November 25' and May 26'.	\$6,612 Yr.		\$6,612		
Total Cleaning						\$138,064		
MANAGEMENT								
5305	Management Fee	Essex Realty Mgmt	3.75% of gross rev. w/min. of \$2,300/mo.	Fee % 3.75%	Minimum 4,278	Yr.	\$57,768	
				Note: Fee calculated in Foresight **		\$57,768		

THE CITY OF LAGUNA HILLS CIVIC CENTER

2025-2026 BUDGET

EXPENSE ASSUMPTIONS

* Blue indicates areas where data is entered.

CATEGORY		CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
HVAC					
5410	HVAC Contract Services	Ontario Refrigeration/ Cox Communications	1) Contract amount of \$3,833 in August; \$4,025 (Nov/Feb/June); including chemical treatments and annual condenser coil cleaning. 2) DSL line for EMS systems \$125/per mo	\$17,408 Yr	\$17,408
5415	HVAC Repairs & Maint.	Ontario Refrigeration	1) 2,500 budgeted monthly as a contingency for repairs and addl. Maintenance.	\$30,000 Yr	\$30,000
<i>Total HVAC</i>					\$47,408
ELEVATOR					
5435	Elevator Contract Svcs.	Amtech/AT&T	1) Contract amount of \$1,915/qtr. for August, from September 24 to May 25, for \$1,992 2) Permits \$450 annually, October.	\$8,341 Yr.	\$8,341
5440	Elevator Repair/Maint.	Amtech	Contingency for repairs \$550/bi-annual. for any incidental overtime calls. Annual testing on both elevators, state#134183, \$3,500, September.	\$4,600 Yr.	\$4,600
<i>Total Elevator</i>					\$12,941
REPAIR & MAINTENANCE					
5445	Waterproofing & Roofing	Ramon Total Roofing	1) Contract amount of \$2,200/Ann'l (November) for gutter & roof cleaning. 2) Contingency for roofing repairs. \$9,000 (Dec. Jan, and February).	\$11,200 Yr.	\$11,200
5448	Fire, Life, Safety - Fire Extinguisher Service	Fire Safety First	1) Annual Fire extinguishers service \$650, including 6-year maintenance service and hydrostatic testing in September. 2) Contingency for the fire extinguisher replacement, \$450. 3) quarterly Fire Sprinkler Maintenance (\$300 July/October/Jan./April). Plus, one annual fire sprinkler test, \$750. 4) Contingency for Sprinkler Deficiency Repairs \$3,500 in May after the annual test (title 19, 5-year due date in 2028).	\$6,550 Yr.	\$6,550
5450	Painting - Maintenance		Contingency for touch-up painting \$150/Quarterly.	\$600 Yr.	\$600
5460	Plumbing Repairs/Supplies		Contingency for repairs \$1,000/Mo. Due to sewer pipe leaks/blockages. Annual Hydro-Jetting Mainlines, \$1,100 in July.	\$13,100 Yr.	\$13,100
5465	Electrical Repairs & Maint		Contingency for electrical repairs: \$1,500 per quarter (LED Upgrade Replacement Contingency).	\$1,500 Qtr	\$6,000
5475	Doors & Locks	Paragons Building Services	Contingency for repairs \$200/Qtr	\$800 Yr.	\$800

THE CITY OF LAGUNA HILLS CIVIC CENTER

2025-2026 BUDGET

EXPENSE ASSUMPTIONS

* *Blue indicates areas where data is entered.*

	CATEGORY	CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
5480	Signs Repair & Maint.		Contingency for building/parking signage \$100/Qtrly	\$400 Yr.	\$400
5485	Flooring Repairs & Maint.	MasterCare	1) \$6,525 Annual cleaning/sealing of stone flooring throughout the lobby, 1st-2nd FL, and City Planning Dept. (6) restrooms including stair polishing. 3) \$1,255/4x's per year (Jul, Oct, Jan, Apr) for corridor carpet cleaning.	\$11,545 Yr.	\$11,545
5490	Pest Control	Prestige Pest Management Western Ext.	Monthly contract amount of \$95/mo.; termite spot treatment contingency, \$1,500	\$2,640 Yr.	\$2,640
5491	Misc. Repairs & Maint.	Stoddard's Restoration Paragon Building Services	1) \$1,291/qtr (Aug, Nov, Feb, May), for common area wood restoration maintenance service. 2) \$500/month budgeted as contingency.	\$11,164 Yr.	\$11,164
5495	Onsite Maint.	Paragon Building Services	Monthly contract amount of \$53.77/hr, \$2,600 from 07/25-09/25; 5% increase in October 2025, \$56.45, \$2,730; Plus, \$150 per month mileage, uniform, and cellular expense.	\$2,880 Mo.	\$34,170
<i>Total R & M</i>					\$98,169
UTILITIES					
5499	Electricity - General	Southern California Edison	Based on prior year averages. July - Oct \$23,650 and Nov-June \$9,952.	\$174,216 Yr.	\$174,216
5500	Gas	Southern Cal. Gas Co.	Based on the prior year average. \$15/mo. July-Nov, and \$327/mo Dec-Jun	\$2,364 Yr.	\$2,364
5502	Water & Sewer	El Toro Water Dist.	Budgeted decrease due to El Toro Water district adjusting our usage square footage.	\$31,040 Yr.	\$31,040
5503	Refuse Removal	N/A	Building does not pay due to public entity.	\$0 Mo.	\$0
5504	Telephone	AT&T	1) \$150/mo for phone lines (458-7292, 458-7929). (583-7765).	\$150 Mo.	\$1,800
<i>Total Utilities</i>					\$209,420
PARKING LOT					
5510	Pkg Lot - Lighting	Shine Illumination RJ Electric	1) Palm tree holiday décor lighting the remaining half in Nov. \$2,323 and the other half deposit in Feb. \$2,323. 2) Contingency for repairs \$500/Qtr. (All LED)	\$6,646 Yr.	\$6,646
5525	Pkg Lot - Sweeping	TSCM	Monthly contract amount of \$315/mo.	\$3,780 Mo.	\$3,780
<i>Total Parking Lot</i>					\$10,426

THE CITY OF LAGUNA HILLS CIVIC CENTER
2025-2026 BUDGET
EXPENSE ASSUMPTIONS

* Blue indicates areas where data is entered.

CATEGORY		CURRENT VENDOR	COMMENTS	RECURRING		ANNUAL
LANDSCAPING						
5560	Landscaping - Exterior	DMS Landscape	Service being performed by the City	\$2,600 Mo.		\$31,200
5561	Landscaping - Other	DMS Landscape	Service being performed by the City	\$0 Yr.		\$0
5562	Landscaping - Interior	Living Interior	1) Monthly contract amount of \$360 2) Poinsettias for bldg. Dec. \$225	\$4,545 Mo.		\$4,545
5565	Fountain Maintenance	Aquatico	1) Monthly contract amount of \$250/Mo. 2) Contingency for repairs \$1,000	\$4,000 Yr.		\$4,000
Total Landscaping						\$39,745
INSURANCE						
5805	Insurance - Property	CJPIA	Liability, Property, and Earthquake with Admin fee included; City will join California Joint Powers Insurance Authority effective July 1, 2023, resulting in savings. Payment will be made by November.	\$130,000 Yr.		\$130,000
				\$0 Yr.		\$0
Total Insurance						\$130,000
TAXES						
		<u>Parcel number</u>	<u>Address of Parcel</u>	<u>Assessed Value</u>	<u>Tax Rate</u>	
Estimate only		Numerous Parcel #s	Broken down by each suite	0	0.00%	\$0 Bi -Ann.
			Based on prior year.	0	0.00%	\$0 Bi -Ann.
			Based on 24/25 Actuals	0	2.00%	\$12,110 Ann.
			Began billing secured tax bills for each suite 2012	0	0.00%	\$0 Bi -Ann.
				0	0.00%	\$0 Bi -Ann.
6205 Real Estate Taxes				0	0.00%	\$12,110 Ann.
Total Taxes						\$12,110
TOTAL OPERATING EXPENSES						\$759,966

THE CITY OF LAGUNA HILLS CIVIC CENTER

2025-2026 BUDGET

EXPENSE ASSUMPTIONS

* Blue indicates areas where data is entered.

CATEGORY		CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
INDIRECT OPERATING EXPENSES					
7300	Lease Commission Exp.	City of Laguna Hills	1-Year Lease Renewal	\$2,509 Yr.	\$2,509
7305	Advertising & Promotion	Splendid Events	1) Holiday interior décor install in Nov. \$4,750 with refresh and replacing lost ornaments. 2) Tenant Appreciation - Christmas Party (including catering, music and entertainment)	\$7,250 Yr.	\$7,250
7310	Legal Fees		Contingency for legal council review \$150/Quarterly.	\$150 Qtr.	\$600
7320	Admin & Professional Exp		1) Contingency amount \$50/Mo.	\$50 Yr.	\$600
7326	Environmental Expense	County of Orange Environmental Save	Annual Env. Inspection, paid in September, \$450; annual utility compliance in March, \$1,125	\$1,575 Yr.	\$1,575
7330	Tenant Space Refurb		Contingency for minor tenant suite repairs, \$500/Quarterly.	\$500 Qtr.	\$2,000
7333	Repairs & Maint. Indirect	Dixie Diesel SSD Alarm Millenium Alarm Systems Stoddards Restoration General Contractor for the City	Contract for generator maintenance. The generator only serves the City space. 1) Generator load bank test in Nov. \$1,000. 2) Generator bi-annual service & inspection billed annually in April, \$1,630 3) Generator battery replacement contingency, \$1,475 4) SSD Access Control starting 07/25, \$416 5) Annual Camera Maintenance Service, \$3,600. 6) Wood restoration, city offices wood restoration maintenance service (Aug/Nov/Feb/May) \$1,291/Qtr. 7) General R/M Service for the City's office, \$3,000 per quarter.	\$29,861 Yr.	\$29,861
TOTAL INDIRECT EXPENSES					\$44,395
CAPITAL					
1230	Capital Improvements	<u>Item</u>	<u>Comments</u>	<u>Month</u>	
1	Roof Repair Coating - Westside Section		Installing a 2-ply reinforced coating system over the flat roof section (above City's office and common areas).	September Yr.	\$36,000
2	(4) WHSP Unit Replacement		3-ton water heat source pump	July Oct January April Qtr	\$56,000
3	Termite Fumigation		Termite Treatment fumigation	November Yr.	\$110,000
Total Capital Improvements					\$202,000
1240	Tenant Improvements	* Amounts from Revenue Assumption Worksheet *			\$0.00
1260	Leasing Commissions	* Amounts from Revenue Assumption Worksheet *			\$60,716.39

Database: ESSEXREALTY
 ReportID: BF_OCCVAC
 Entity: CITY OF LAGUNA HILLS
 Workbook: 3249
 Type: GROSS LEASEABLE AREA

Occupancy Vacancy Report
 742 - STD_Rev - 742
 CITY OF LAGUNA HILLS
 From 07/25 to 06/26

Page: 1
 Date: 6/16/2025
 Time: 8:14 PM

Suite	Lease Name	Square Feet	Rent Start	Physical End Date	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26
000	Vacant	552			552	552	552	552	552	552	552	552	552	552	552	552
100	CITY OF LAGUNA HILLS	21,033	7/1/2004	12/31/2099	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033
130	BANC OF CALIFORNIA	2,394	11/1/2015	10/31/2025	2,394	2,394	2,394	2,394	0	0	0	0	0	0	0	0
130	BANC OF CALIFORNIA	2,394	11/1/2025	10/31/2030	0	0	0	0	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394
150	THE COUNTY OF ORANGE	1,769	2/1/2006	5/31/2032	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769
160	THE COUNTY OF ORANGE	2,697	6/1/2022	5/31/2032	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697
200	BERGER HARRISON APC	1,568	6/1/2022	8/31/2027	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568
201	SENATE RULES COMMITTEE	1,274	5/16/2015	2/28/2027	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274
203	PREMIER GROUP INTERNATIO	1,377	2/1/2019	6/30/2026	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377
205	LAYLA FIJANY, DDS MS CORP.,	2,343	4/21/2025	2/28/2036	2,343	2,343	2,343	2,343	2,343	2,343	2,343	2,343	2,343	2,343	2,343	2,343
210	NYA LLC	1,987	7/1/2019	6/30/2029	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987
220	LEWELLEN ACCOUNTANCY CC	1,855	10/1/2013	10/31/2025	1,855	1,855	1,855	1,855	0	0	0	0	0	0	0	0
220	LEWELLEN ACCOUNTANCY CC	1,855	11/1/2025	10/31/2026	0	0	0	0	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855
230	DR. KOOROSH HOSN DDS	1,098	3/1/2000	7/31/2028	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098
250A	JOHN A ROSENBAUM	205	9/1/2022	12/31/2025	205	205	205	205	205	205	0	0	0	0	0	0
250A	JOHN A ROSENBAUM	205	1/1/2026	12/31/2026	0	0	0	0	0	0	205	205	205	205	205	205
250B	JAMES R. FERRARA	155	9/1/2022	12/31/2025	155	155	155	155	155	155	0	0	0	0	0	0
250B	JAMES R. FERRARA	155	1/1/2026	12/31/2026	0	0	0	0	0	0	155	155	155	155	155	155
250C	ALAN & DOMARINA PACE	140	9/1/2022	12/31/2025	140	140	140	140	140	140	0	0	0	0	0	0
250C	ALAN & DOMARINA PACE	140	1/1/2026	12/31/2026	0	0	0	0	0	0	140	140	140	140	140	140
250D	SOCAL COUNSELLING SERVIC	205	7/1/2024	7/31/2025	205	0	0	0	0	0	0	0	0	0	0	0
250D	SOCAL COUNSELLING SERVIC	205	8/1/2025	7/31/2026	0	205	205	205	205	205	205	205	205	205	205	205
250E	ALAN PACE	295	9/1/2022	12/31/2025	295	295	295	295	295	295	0	0	0	0	0	0
250E	ALAN PACE	295	1/1/2026	12/31/2026	0	0	0	0	0	0	295	295	295	295	295	295
255	KAPRI, Inc.	566	7/1/2025	6/30/2030	566	566	566	566	566	566	566	566	566	566	566	566
260	CARNO LAW GROUP	3,028	3/1/2019	5/31/2027	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028
300	Vacant	672			0	0	0	0	0	0	0	0	0	0	672	672
300	SERENITY ESCROW, INC.	672	5/1/2025	4/30/2026	672	672	672	672	672	672	672	672	672	672	0	0
301	FAY BLIX	2,312	9/1/2012	10/31/2029	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312
304	AGATHA GLOBAL TECH	614	12/1/2017	11/30/2026	614	614	614	614	614	614	614	614	614	614	614	614
310	BERGER HARRISON APC	883	8/1/2023	8/31/2027	883	883	883	883	883	883	883	883	883	883	883	883
320	SIGNATURE AMERICA	1,218	7/1/2025	6/30/2030	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218
330	CAROLYN BEHRENS	800	6/1/2017	5/31/2027	800	800	800	800	800	800	800	800	800	800	800	800
ECA	Vacant	905			905	905	905	905	905	905	905	905	905	905	905	905

Database: ESSEXREALTY
ReportID: BF_OCCVAC
Entity: CITY OF LAGUNA HILLS
Workbook: 3249
Type: GROSS LEASEABLE AREA

Occupancy Vacancy Report
742 - STD_Rev - 742
CITY OF LAGUNA HILLS
From 07/25 to 06/26

Page: 2
Date: 6/16/2025
Time: 8:14 PM

Suite	Lease Name	Square Feet	Rent Start	Physical End Date	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26
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Vacant		1,457	1,457	1,457	1,457	1,457	1,457	1,457	1,457	1,457	1,457	1,457	1,457	1,457	2,129	2,129
Occupied SF		50,488	50,488	50,488	50,488	50,488	50,488	50,488	50,488	50,488	50,488	50,488	50,488	50,488	49,816	49,816
Total SF		51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945
Occupancy %		97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	97.20%	95.90%	95.90%



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

Recommendation: That the City Council:

1. Adopt a Resolution entitled: "A Resolution of the City of Laguna Hills, California, Adopting a Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and Superseding All Previous LHCEA Memorandums of Understanding Effective July 1, 2025"; and
2. Authorize the City Manager to execute the Memorandum of Understanding.

Background:

The current two-year Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA) expires on June 30, 2025. In anticipation of the end of the term of the current MOU, the LHCEA initiated labor negotiations by submitting a proposal to Management Staff in April. Over the following months, staff and LHCEA negotiated items in the MOU for consideration. After multiple counter-proposals between both parties, a final proposal was agreed upon; subsequently, the final proposal was presented to the City Council during closed session on June 10, 2025. The LHCEA members ratified the tentative agreement on June 16, 2025.

The following tentative agreement was reached between the City and the LHCEA:

1. The City agrees to a four-year term for the MOU beginning on July 1, 2025, and expiring on June 30, 2029.
2. The City agrees to increase salary ranges by the following cost of living adjustments (COLA):
 - i. 3.5% COLA effective the beginning of the pay period that includes July 1, 2025.
 - ii. 3.5% COLA effective the beginning of the pay period that includes July 1, 2026.
 - iii. 2% - 4% COLA, based upon actual CPI, effective the beginning of the pay period that includes July 1, 2027.
 - iv. 2% - 4% COLA, based upon actual CPI, effective the beginning of the pay period that includes July 1, 2028.
3. The City agrees to conduct an in-house market study for compensation in March 2029 prior to the MOU expiration. The City and Association will review and agree on the comparator agencies to use in the market study.
4. The City agrees to standardization for call back pay for responding to work matters after hours.
5. The City agrees to maintain the status quo for language in the MOU related to health insurance.
6. The City agrees to implement constructive receipt rules, in regards to annual vacation and comp time cash out.

Staff recommends the City Council adopt the attached resolution and authorize the City Manager to execute the MOU.

Fiscal Impact:

The estimated cost of the four-year agreement is listed below, and can be accommodated in the 2025-2027 Biennial Budget. The cost for Years 3 and 4 will be budgeted for in the following biennial budget.

	Cost for Year 1	Cost for Year 2	Cost for Year 3	Cost for Year 4
3.5% COLA 2025	\$81,942	\$81,942	\$81,942	\$81,942
3.5% COLA 2026	-	\$84,810	\$84,810	\$84,810
2% - 4% COLA 2027	-	-	\$50,159 - \$100,318	\$50,159 - \$100,318
2% - 4% COLA 2028	-	-	-	\$51,162 - \$104,331
Total	\$81,942	\$166,752	\$216,911 - \$267,070	\$268,073 - \$371,401

Attachments:

1. Proposed Resolution - LHCEA MOU
2. MOU with the LHCEA 2025-2029

RESOLUTION NO. 2025-06-24-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2025

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA") have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and the City Council Resolution No. 2012-02-14-3; and

WHEREAS, the City and the LHCEA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of July 1, 2025, through June 30, 2029; and

WHEREAS, a previous Memorandum of Understanding ("MOU") between the City of Laguna Hills and the LHCEA was approved and adopted by the City Council on July 11, 2023, which was effective between July 1, 2023, and June 30, 2025.

NOW, THEREFORE, THE CITY COUNCIL 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. The Memorandum of Understanding, attached hereto as Exhibit A, between the City and LHCEA is hereby approved and adopted and made effective July 1, 2025. All previous resolutions pertaining to the Memorandum of Understanding between the City and LHCEA are hereby superseded effective July 1, 2025.

PASSED, APPROVED AND ADOPTED this 24th day of June 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-06-24-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 24th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

**Memorandum of Understanding
between the
City of Laguna Hills and the
Laguna Hills City Employees Association**

I. This Memorandum of Understanding (“MOU”) shall be effective July 1, 2025 and shall remain in effect until June 30, 2029.

II. Recognition

A. The City of Laguna Hills recognizes the Laguna Hills City Employees Association (“LHCEA” or the “Association”) as the exclusive bargaining representative for all regular full-time employees as those positions are defined in the Employer-Employee Relations Resolution adopted by the City. The terms of this MOU will only apply to those employees who are part of LHCEA.

III. Types of Employees

A. Full Time: 40 hours/week (80 hours/2 weeks)

B. Temporary: Of limited duration, not to exceed 12 months. With the exception of an absence due to disability, no work currently being performed by bargaining unit employees may be performed by temporary employees. Such employees are at-will.

IV. Salary and Pay

A. The Salary Schedule for those positions in the bargaining unit at the time of the signing of this MOU is as follows:

Full-time Positions	Monthly Range	
Accountant	7,258.44	8,822.68
Accounting Specialist	6,098.95	7,415.29
Administrative Assistant I	5,916.33	7,190.75
Administrative Assistant II	6,212.02	7,550.74
Assistant City Clerk	7,596.59	9,233.69
Assistant City Engineer	12,435.72	15,115.69
Assistant Engineer	7,807.24	9,489.75
Assistant Planner	6,761.30	8,218.40
Associate Engineer	9,346.08	11,360.21
Code Enforcement Officer	6,443.92	7,832.62
Community Services Manager	10,244.11	12,451.78
Deputy City Clerk	6,814.86	8,283.51
Finance Manager	11,497.90	13,975.77
Information Technology Administrator	8,458.34	10,282.27
Management Analyst I	7,037.29	8,553.87

Management Analyst II	7,741.20	9,409.47
Parks Supervisor	8,566.11	10,412.14
Permit Technician I	5,081.09	6,176.09
Permit Technician II	5,606.84	6,815.78
Principal Civil Engineer	10,890.90	13,237.95
Public Works Inspector	6,684.85	8,125.48
Public Works Supervisor	8,566.11	10,412.14
Receptionist	4,813.54	5,850.89
Records Management Coordinator	6,231.21	7,573.42
Recreation Coordinator	5,855.31	7,118.42
Senior Management Analyst	8,922.47	10,845.32
Senior Permit Technician	6,151.19	7,476.95
Senior Planner	9,150.81	11,122.87
Senior Public Works Inspector	8,137.81	9,891.55

B. Salary Increases

Effective the beginning of the pay period that includes July 1, 2025, the City agrees to increase salary ranges by a cost of living adjustment of 3.5%.

Effective the beginning of the pay period that includes July 1, 2026, the City agrees to further increase salary ranges by a cost of living adjustment of 3.5%.

Effective the beginning of the pay period that includes July 1, 2027, the City agrees to further increase salary ranges by a cost of living adjustment equal to the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2027, within the range of 2% to 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.

Effective the beginning of the pay period that includes July 1, 2028, the City agrees to further increase salary ranges by a cost of living adjustment equal to the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2028, within the range of 2% to 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.

The City agrees to conduct an in-house market study for compensation in March 2029, prior to the MOU expiration. The City and the Association will review and agree on the agencies to be used in the Market Study.

C. Working Out of Class Pay

This section defines when an employee will receive compensation for performing duties in a higher position and classification on an interim or temporary basis.

Employees working out of class as defined herein will be paid an additional 5% of their current classification base salary or first step of the higher classification, whichever is higher.

Compensation for working out of classification is provided as monetary recognition to an employee for assuming and performing the duties normally performed by an employee in a higher classification. Working out of one's position classification must be for an extended period of time wherein a need exists to fulfill the duties and responsibilities of the vacant position. Such an appointment must be approved in advance, in writing, by the City Manager. An extended period of time is generally considered five or more working days.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's hire date and anniversary date will remain unchanged throughout the temporary assignment.

If an employee separates from service while on an acting assignment, the employee's regular salary rate, not acting pay, will be used as the basis for any vacation payout.

D. Overtime / Compensatory Time

Full-time, non-management employees assigned duties beyond 40 hours for a regular work week will be compensated for overtime in one of two ways:

1. One and one-half payment of the employee's regular rate of pay for each hour worked over 40 in a work week, or
2. One and one-half hours of compensatory time off for each hour worked over 40 in a work week.

E. Maximum Hours of Compensatory Time

Unless authorized by the City Manager or designee, employees may not accrue more than 120 hours of compensatory time. After an employee has accrued 120 hours of compensatory time, all subsequent overtime hours worked will be compensated for in cash. The Finance Department will provide a notice when a compensatory balance exceeds 90 hours.

F. Using Compensatory Time

Accrued compensatory time must be used prior to accessing accrued vacation time. When using compensatory time, employees must obtain prior approval from their supervisor.

G. Compensatory Time Payout

On or before December 15 of each calendar year, an employee may make an irrevocable election to cash out up to sixty (60) hours of accrued Compensatory Time. The cash out is limited to the amount of leave earned by the employee in the year of the payment. The cash out payment is paid the following December at the employee's base rate of pay. Elections will be made on forms provided by Finance and cannot be modified once elected. The employee's compensatory time balance cannot be reduced below 60 hours as a result of cashing out leave. Thus, if the employee's leave balance would fall below 60 hours as a result of cashing out leave, the employee will receive cash for their election only for the hours above 60.

H. Compensatory Time at Termination

Any compensatory time balance will be paid at the employee's most recent non-exempt rate of pay to the employee upon termination, retirement, or change of status from non-exempt to exempt.

V. Hours and Work Week

A. Hours

1. The Laguna Hills' City Hall operates on a defined 9/80 schedule from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m. on alternating Fridays.

2. Some full-time non-management employees work a 5 day, 40-hour work week; however, the City reserves the right to adjust work hours to meet changing needs and requirements.

3. Some full-time non-management employees work a 9/80 schedule which consists of working eight nine-hour days and one eight-hour day during a two-week period for a total of eighty hours.

B. Pay Periods and Work Weeks

The City's pay period is a defined 14-day period, starting every other Monday and ending every other Sunday, in which the employees accumulate time worked. After each pay period, the City calculates time worked in that 14-day period, and processes payroll for the employees.

Each pay period includes two work weeks. Both work weeks shall be entirely encompassed within the 14-day pay period. As stated above in Section V, subsection A, some employees work a 5/40 schedule, and some employees work a 9/80 schedule. For those employees on a 5/40 schedule, the work week is defined as starting every Monday, and ending the following Sunday. For those employees on the 9/80 schedule, the first work period is defined as starting the first Monday of the pay period, and ending mid-shift the first Friday of the pay period. This encompasses the first 40 hours of regularly scheduled time. The second work period is defined as starting mid-shift the first Friday of the pay period, and ending on the second Sunday of the pay period. This encompasses the second 40 hours of the regularly scheduled time worked. For the purpose of calculating overtime, all work weeks/periods shall be contained within the pay period. The specific workweek for each employee is fixed by the City Manager or designee and is maintained by the Finance Department.

C. Lunch Periods and Breaks

A department's Supervisor will coordinate daily lunches and breaks. Lunch breaks are unpaid. All full-time, non-management employees are entitled to one 1-hour lunch, and two 15-minute breaks.

VI. Recruitment

The City Manager or designee will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. All hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All City appointments and promotions shall be based on merit and fitness, and will be determined by a competitive examination.

A. Closed-Promotional Recruitment

The City Manager or designee will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment. Promotions must be recommended by the Department Head and approved by the City Manager. Even if one qualified candidate within the City exists, the City Manager or designee will not be required to promote that individual and may use her discretion to go outside and conduct an open recruitment.

B. Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the City Manager or designee will seek outside candidates through open recruitment. Job announcements will be distributed to City employees and locally advertised in appropriate publications.

No applications for a position will be accepted after the published closing date. If there are no sufficiently qualified candidates at the closing date, the position may be reopened and re-advertised.

VII. Probation

A. The probation period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During this period, the probationary employee will have no rights of tenure, and may be terminated with or without cause either during or at the end of the probation period.

B. Duration

1. All newly-hired, full-time, non-management employees are subject to a one-year probation period. A Department Director must specifically affirm that an employee has passed probation before he or she will have actually passed probation.

2. Employees reclassified to a position where they have assumed new duties and responsibilities shall be subject to a six-month probation period.

C. Extensions

1. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The employee will be notified in writing of such an extension.

D. Promotional Probation Period

1. All promoted employees are subject to a six-month probation period. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The six-month probation period for promoted, full-time non-management employees will begin on the first day of the promotion or reclassification.

3. Prior to the end of this period, the Department Head may recommend that the employee return to the former position, range, and salary if the employee's performance and conduct does not meet the standards required for the new position or classification.

E. Action at the End of Probationary Period

Prior to the end of an employee's probationary period, the City Manager, or designee, shall take one of the following actions:

1. Affirm, in writing, the satisfactory performance and conduct of the employee and designate the employee for regular, full-time employment status.

2. Extend the employee's probationary period.

3. Return the employee to their former class and pay step before promotional probation. If no position is available in the same class and pay step, employee shall be placed in the next highest paid position. If regular, full-time status was not previously attained, the probation period must be completed.

4. Terminate the employee if the employee was newly hired for failing to pass probation.

VIII. Layoff

A. The City Manager may separate any employee from employment, eliminate a class of positions, or freeze vacant positions, because of financial necessity, reduction of work, or abandonment of activities. However, no regular, full-time employee shall be separated from any department while there are emergency, seasonal, probationary, or temporary employees serving in the same class of positions in the City.

If the City Manager eliminates a position, the employee holding such position may be laid off or demoted without disciplinary action and without the right of appeal.

B. Layoff Procedures

The procedure to reduce the work force shall be as follows:

1. 30-Day Notice to the Association and 14 days' notice to affected employees.

Employees separated from the City through a reduction in force shall be given a 14-day advance notice of the separation explaining the reason for the separation.

2. Returning City Property

Prior to separation, keys, City identification cards, computer passwords, security codes, and other City-owned property shall be given or returned to the Deputy City Manager.

3. Compensation

When all City property has been returned, the employee shall receive a two-week severance pay based on his/her current pay scale. Additionally, the employee will receive compensation for his/her accrued vacation and sick leave, in accordance with current City policies.

Vacation and sick leave will be compensated in the following manner:

All accrued unused vacation leave shall be paid to the separated employee at his/her current pay scale. The separated employee may also convert unused personal sick leave in excess of 160 hours at a ratio of eight hours of vacation leave for every 24 hours of personal sick leave. If conversion occurs, the employee may increase their compensable vacation leave up to 320 hours.

4. Exit Interview

Prior to separation, the City Manager or designee may schedule an exit interview with the employee. Employees are encouraged to use the exit interview process.

C. Reemployment List

The names of regular employees who have been laid-off due to a reduction in the work force shall be placed on an appropriate layoff reemployment list according to the date and the order separated from City service. A reemployment list shall be established by placing the last employee laid-off on the top of the list as the first employee eligible for reemployment. All subsequent laid-off employees will be eligible for reemployment in the same manner.

Each employee on a layoff reemployment list shall remain on that list for six months, and laid-off employees will be considered for reemployment in the same class, or a lower classification within the same classification series, as they were laid-off. The City Manager may extend the active period of reemployment lists or an employee's eligibility if it is in the City's best interest.

D. Order of Layoff

Layoffs will be considered in the following order: temporary, part-time, extended part-time, probationary, and regular employees. Regular employees will be laid off in the inverse order of their seniority in their classification in the department. A layoff out of the inverse order of seniority may be made if, in the City Manager's judgment, retention of special job skills is required.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off

on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve months prior to the layoff, as follows:

First, all employees having ratings of “improvement needed”; second, all employees having ratings of “competent”; third, all employees having ratings of “outstanding.”

Employees who have been promoted into a higher paying classification within a different department shall have rights of reversion to his/ her previously occupied position if subject to layoff.

IX. Management Rights

The rights of management include but are not limited to:

- A. Determine the mission of its constituent departments and boards;
- B. Set standards of service and hours of operation;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Determine the content of job descriptions;
- E. Direct its employees;
- F. Take disciplinary action;
- G. Relieve its employees from duty because of lack of work or for other legitimate reasons;
- H. Maintain the efficiency of governmental operations;
- I. Determine the methods, means, and personnel by which governmental operations are to be conducted;
- J. Take all necessary actions to carry out its mission in emergencies;
- K. Exercise control and discretion over its organization and the technology of performing its work.
- L. To propose new classifications during the life of this MOU, and to utilize the procedures of this MOU in order to meet and confer on rates of pay and family of jobs for such new classifications, and to establish and determine thereby such new job classifications; and
- M. To promulgate, modify and enforce work and safety rules and regulations.

X. Employee Rights

The rights of employees include but are not limited to:

A. The right to work in an environment free from harassment and discrimination based on sex, sexual orientation, race, age, disability, national origin, and religion.

B. The right to not be retaliated against for complaining about harassment or discrimination in the workplace.

C. The right to work in a safe work environment.

D. The right to file grievances in accordance with the procedure set forth in this MOU.

XI. Association Rights

The Association shall have the following rights:

A. Deduction of Dues: Upon receipt of an authorized card, membership dues of LHCEA members shall be deducted by the City from the paycheck of the members.

B. Use of Bulletin Boards: The City will provide the Association access to two bulletin boards for the purpose of posting information relevant to the Association and its meetings.

C. Release Time For Meetings: Bargaining unit employees shall be provided with reasonable time off without loss of pay for purposes of meeting and conferring with management over wages, hours and working conditions and notifying its membership of such matters; processing grievances to be limited to meeting with management during the steps of the grievance process as outlined herein; and for representing employees in disciplinary meetings with management. In addition, bargaining unit employee shall be permitted to attend two annual meetings of the Association without loss of pay at a maximum of one hour for each meeting.

XII. Holidays

A. The City will observe 11 fixed holidays during which City Hall will be closed. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner. Holidays include:

New Year's Day
Birthday of Martin Luther King, Jr
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day

B. Full-time employees shall receive 8 hours of holiday leave for the above-mentioned holidays. If a fixed holiday falls on an employee's regularly scheduled day off, then they may use

those holiday hours at a later date during the fiscal year. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled assignment immediately prior to a holiday and the regularly scheduled assignment immediately after that holiday.

C. The City shall provide full-time employees 29 discretionary holiday hours per fiscal year to be used as discretionary holiday leave.

D. In addition to the holidays listed above, the City will observe a Holiday Closure by closing City facilities from December 26th through December 31st. The City shall provide paid leave time off during the Holiday Closure. Full-time employees shall receive 32 hours of personal time off per fiscal year to use during the holiday closure, or at a later time during the fiscal year.

	Number of Hours
Fixed Holiday Hours	88
Discretionary Holiday Hours	29
Holiday Closure Hours	32

E. All holiday and discretionary hours will be prorated for employees beginning full-time employment with the City after the start of the fiscal year based on the remaining holidays. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

F. Fixed Holiday Hours and Holiday Closure Hours have no cash value upon termination or retirement from the City. Discretionary Holiday Hours will be paid out at the employee's base rate of pay upon termination or retirement from the City.

G. On the anniversary of the 20th year of continuous full-time service, employees shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in a twelve-month period after received. Such discretionary holiday leave hours do not have any cash value.

XIII. Leaves

A. Leaves With Pay

Full-time employees accrue vacation and sick leave, discretionary holiday leave hours annually, and may accumulate compensatory overtime hours. In the interest of fairly and consistently accommodating all employees and maintaining adequate coverage for City Hall operations, all requested time off shall be first approved by the employee's immediate Supervisor and then approved by the Department Head with consideration to employee's preference and City's business needs.

All requests for leave will be considered based upon availability of employee's leave hours, work load, work schedules, and coverage.

The following process is to be followed when requesting time off:

- Employees desiring time off for planned vacation, discretionary holiday leave, compensatory time, or scheduled medical leave shall make such requests to their immediate Supervisor as soon as practicable.
- Final approval of time off rests with the Department Head.

1. Vacation

a. Full-time, non-management employees accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Rate</u>
0-3	3.08 hours per pay period
3-10	4.62 hours per pay period
10+	6.15 hours per pay period

b. Vacation Payout

Upon separation or retirement from City service, all employees shall be compensated at their current pay rate for their accrued vacation.

No employee shall be allowed to carry over more than 320 hours of vacation time from one fiscal year to the next. At the start of the fiscal year, if an employee has more than 320 hours accrued, the City will automatically cash out any hours in excess of 320.

On or before December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued Vacation Time. The amount of hours that can be cashed out is limited to the amount of leave earned by the employee in the year of the payment. The cash out payment is paid the following December at the employee's base rate of pay. Elections will be made on forms provided by Finance and cannot be modified once elected. The employee's vacation time balance cannot be reduced below 60 hours as a result of cashing out vacation leave. Thus, if the employee's leave balance would fall below 60 hours as a result of cashing out leave, the employee will receive cash for their election only for the hours above 60.

2. Sick Leave

a. All full-time employees shall accrue sick leave at a rate of 3.69 hours per pay period.

b. All full-time employees prior to completing ten years of service as full-time employees, (hereafter, "ten—year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon honorable retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to

vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits set forth above can be exceeded to a maximum of 480 hours.

c. When ill or injured, employees are required to notify their Department Head/Supervisor prior to starting the workday but no later than within one hour after the workday begins. When absence is due to a work-related injury, the employee's Department Head/Supervisor must be notified immediately. Medical verifications will be required for insurance purposes.

d. All employees who know they will be absent from work shall receive their Department Head/Supervisor's permission in advance. Employees shall provide at least 30 days' notice for foreseeable leaves such as birth, adoption, or planned medical treatment.

e. If an employee's accrued sick leave hours have been exhausted, additional sick time will be either unpaid leave time or deducted from available vacation hours. Use of sick leave hours is a privilege and not to be abused. Under such conditions, the City Manager may choose to identify the time off as an unpaid leave or as vacation time to be paid out of the employee's available vacation hours.

f. Care for Ill Family Member. Employees may use half of their accrued sick leave for the care of an ill child, parent, spouse, grandparent, grand-child, sibling, registered domestic partner, or designated person. "Child" includes a biological, foster, or adopted child; a child of the employee's domestic partner; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a step-parent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave.

3. School Activity Leave

Employees are entitled to take up to 40 hours of accrued leave annually to attend school related activities for their children. Such time off must be pre-approved by a supervisor and a supervisor may require proof of attendance.

4. Bereavement Leave

All full-time employees shall receive a maximum of 40 hours of bereavement leave, per instance, for absence necessitated by the death of immediate family members. This leave may be used up to three months after the death of the immediate family member. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.

5. Court Leave

Although the City is not required to grant employees paid leaves of absence for jury duty or court-mandated appearances pursuant to California Government Code Section 1230, the City has elected to grant full-time employees up to 80 hours of service annually with full pay while performing jury duty services or other court-mandated appearances. If an employee is required to

serve more than 80 hours, then the City Manager may grant an extension of time off with or without pay.

a. If summoned to jury duty, employees should immediately notify their Department Head/Supervisor.

b. Compensation received from jury duty will be deducted from the employee's paycheck; travel, parking, and meal allowances granted by the court may be retained by the employee.

6. Military Leave

a. A full-time employee who is released from active duty with the United States armed forces will be entitled to reinstatement to their former position or one with similar compensation and duties with no loss of seniority rights and full reimbursement for up to 80 hours per fiscal year. However, military leave beyond 80 hours per year shall be without pay, unless the employee chooses to use vacation time while on leave.

b. Prior to use of any military leave, an official copy of military orders must be submitted to the Finance Department.

7. Catastrophic Leave (See City's Administrative Orders for details). Program will allow employees to donate sick time to individuals who qualify.

8. Administrative Leave with Pay Pending Investigation into Possible Misconduct.

The City, in its discretion, may place an employee on administrative leave with pay pending an investigation into possible misconduct by the employee.

9. After Hours Call Back Pay (See City's Administrative Orders for details). Program will define criteria and standardization for responding to work matters outside of normal business hours. There shall be a one hour minimum for responding to the initial issue. If the need for response exceeds one-hour, further time will be booked in 15-minute increments. The City Manager shall consult with the Association on the criteria to be used within the Administrative Order.

B. Leaves Without Pay

1. Family Medical Leave Act (FMLA) (See City's Personnel Policies and Procedures)

2. Time off for voting. The City will follow California Elections Code section 14000 and provide reasonable time off to vote. If an employee does not have sufficient time outside of normal working hours to vote, then the employee may take time off of up to 2 hours of working time to vote without a loss of pay.

XIV. Benefits

A. Retirement

The City shall participate in the California Public Employees Retirement System's (CalPERS). Effective January 1, 2013, the City shall have two tiers of benefits as follows:

1. Tier 1 (Employees hired before January 1, 2013 or individuals hired after January 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Formula. Tier 1 employees shall pay the full 7% of the employee's normal cost rate of the City's pension program with CalPERS. Additional benefits provided through CalPERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

Extension of Reciprocity Rights for Elective Officers

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement in the six months prior to employment with the City): 2% @ 62 Formula, with 3-year Final Compensation. Tier 2 employees will pay 50% of the normal cost rate of the City's pension program, as dictated by the Public Employees' Pension Reform Act (PEPRA).

B. Medical Insurance

1. Employees are eligible to receive medical insurance the 1st of the month following the date of hire by the City.

Effective July 1, 2025, the City will contribute the following towards employees' health insurance premium:

Employee Only	\$1,127.34
Employee + One	\$2,244.74
Employee + Family	\$2,913.19

During the term of this agreement, City contributions to medical insurance plan will increase to an amount not to exceed the percent equivalent of the annual increase of the BS Gold PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

The City shall provide a medical insurance rebate program for full-time employees who are eligible for the City medical insurance program, and who are currently enrolled under an outside non-City sponsored medical insurance program through a spouse or other source. Any full-time employee who demonstrates proof of insurance from such other source and who makes a request to opt-out of the City's insurance program will receive five hundred dollars (\$500.00) per month in lieu of City-sponsored medical insurance

2. Employees are responsible for notifying the Finance Department of changes in personal information including marital status, number or age of dependents, name, address, etc.

3. Changes to medical insurance is subject to an open enrollment generally in October of each year.

4. Upon separation or dismissal, the employee should contact the Finance Department to make the necessary changes concerning insurance coverage.

5. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees may continue health care coverage for themselves and their dependents under the City's group medical insurance program for a period not to exceed 18 months. The employee must pay the full insurance premium to receive coverage. Any dependent who loses coverage due to the death of the employee, divorce or legal separation from the employee, loss of dependent child status, or loss of Medicare eligibility, has the option to continue coverage for 36 months at the dependent's sole expense.

C. Dental

The City will provide and pay the full cost of a dental insurance plan for full-time employees and their dependents. Any changes must be made by mutual agreement.

D. Vision

The City will provide and pay for the full cost of a vision insurance plan for full-time employees and their dependents. Any changes must be made by mutual agreement.

E. Life Insurance

1. The City will provide and pay life insurance for full-time employees based on 150% of their base annual salary up to a maximum \$250,000.

2. Coverage is subject to the terms and conditions of the insurance policy given to employees at the time of employment.

F. Deferred Compensation

The City shall make available to all full-time employees a Section 457 Deferred Compensation Plan. This is a voluntary program and is funded at the sole cost of each participating employee.

G. Supplemental Retirement Program

The City shall provide a supplemental retirement program as set forth in Resolution No. 99-05-04-1.

H. Retiree Health Savings

The City shall provide a retiree health savings plan as set forth in Resolution No. 2001-12-11-2.

I. Mileage Reimbursement

All employees not receiving an automobile allowance shall be compensated at the prevailing IRS rate.

J. Disability Insurance

The City will provide and pay for a short and long-term disability plan for all full-time employees.

1. The City provides disability insurance for full-time employees, and includes a short-term disability insurance policy that pays 60% of employees' weekly earnings to a maximum of \$1,000 per week, less any other income benefits. Benefits begin after a 14-day elimination period and may continue for 24 weeks.

2. Employees may use their time available from vacation, discretionary holiday leave and sick time to receive compensation during the 14-day elimination period.

3. Long-term disability pays 60% of the full-time employee's basic monthly earnings to a maximum of \$10,000 per month, less any other income benefits. Benefits begin after a 180-day elimination period.

4. Employees must provide a doctor's release prior to returning to work, and the City will pay the employee's insurance premiums during the six-month short-term disability period.

XV. Grievance Procedure

A. An employee may file a grievance regarding management's interpretation or application of any provisions of this MOU.

B. Disciplinary matters involving suspensions of five or more days and terminations (which are subject to the appeal procedure) in addition to matters involving harassment, discrimination, retaliation or safety violations are exempted from this process.

The following procedure shall be used:

1. If an employee has a conflict with his/her immediate Supervisor, and the employee believes further action is necessary to solve the problem, then the employee shall contact his/her immediate Supervisor to discuss the problem. If this discussion settles the matter, no further

action is necessary. However, if the employee feels the meeting does not resolve the problem, then the employee shall contact the Department Head and the Deputy City Manager for a continuation of an information discussion.

2. If no satisfactory solution is reached, the employee has ten working days to begin the written proceedings.

3. The employee shall write a formal statement of grievance detailing the subject of the dispute and provide two copies to his/her immediate Supervisor. (One copy for the Deputy City Manager and the other for the employee's Department Head)

4. Within ten working days of receiving the written statement of grievance, the immediate Supervisor shall respond to the employee in writing.

5. If no response is received, or the response is unsatisfactory, the employee may:

a. Request a reply from the Deputy City Manager within 20 working days of filing the original statement of grievance.

b. The Deputy City Manager shall reply in writing within ten working days of receiving the employee's request for reply.

6. If no reply is received, or the reply is unsatisfactory, the employee may:

a. Send a copy of the original written grievance to the City Manager within 40 working days of filing the original statement of grievance.

b. The City Manager will reply with a written decision within 30 calendar days of receiving a copy of the original statement of grievance. The City Manager's decision is final and not appealable.

C. Important Details

1. When filing a formal grievance, staying within the time limits is extremely important. A grievance will be forfeited if timelines are not adhered. Time limits may be extended by mutual agreement of the parties at any step of the process.

2. Be concise and factual. Cite dates and times verbally and in writing. In the written response, the employee should clearly state the specific problem being appealed, any actions to be taken, and the reasons for the actions.

3. Employees may request another person's assistance to write or present their response and explanation at any time.

XVI. Appeals Procedure for Suspensions of Five Days or More, Demotions, and Terminations

A. Management will not impose a suspension of five or more days, demote, or terminate a non-probationary full-time employee without just cause. A written notice of such

proposed action shall be served on the employee personally, or by certified mail, at least fourteen calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of all material on which the proposed action is based;
4. a statement of the employee's right to respond –either orally or in writing – prior to the effective date of such proposed action;
5. a statement of the employee's right to representation; and
6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, demotion or discharge, an employee will be given an opportunity to respond – either orally or in writing at the employee's option – to a designated City representative, who has the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee may represent him or herself or may be represented by an Association representative in the disciplinary process.

D. An employee shall receive written notice either sustaining, modifying, or canceling a proposed action on or prior to the effective date of such action.

E. Upon receipt of a notice of intent to impose disciplinary action, an employee may, within fourteen calendar days of receipt of such notice, submit a request to the supervisor / manager proposing discipline for a meeting to address the charges in the notice. A meeting will be scheduled at which the employee and/or his representative can make a presentation regarding why discipline should not be imposed or reduced. Within 14 calendar days of such meeting, the supervisor/ manager initially proposing discipline will render a decision regarding the matter.

F. If the employee does not agree with the decision and wishes to further appeal the decision, he or she may file an appeal with the City Manager or his designee within fourteen calendar days of receipt of the decision from the supervisor/ manager. An appeal to the City Manager or his designee consists of a full trial-type evidentiary hearing where the employee may present witnesses and written evidence as well as have the opportunity to cross-examine witnesses and make opening and closing arguments (either in writing or orally). An employee may represent him or herself or may be represented by an Association representative. Such hearings are closed to the public but may be tape recorded or recorded through a court reporter. At the conclusion of the hearing, if a designated hearing officer is used, he or she will render a recommendation to the City Manager within the 30 days after the matter is submitted. The City Manager will consider the recommendation and either uphold or modify the recommendation. The City Manager's decision will be the final step in the appeal process.

XVII. Severability

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the City Council that all other provisions not declared invalid shall remain in full force and effect.

XVIII. No Strike

During the life of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association – nor shall any lockouts be caused by the City. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this section and the Association fails to make all reasonable efforts to halt the work interruption, the Association and the employees involved shall be deemed in violation of this section. The City shall be entitled to seek all remedies available to it under the applicable law.

XIX. City's Policies and Procedures

All rules of conduct set forth in the City's Policies and Procedures (as modified from time to time) pertaining to such matters as harassment, drug and alcohol testing, dress code, workplace violence, FMLA, pregnancy disability leave, court leave and other policies applicable to all employees of the City shall continue to apply to bargaining unit employees unless otherwise made expressly inapplicable to bargaining unit employees.

XX. Association Accessibility to Employees

The City and Association have met and conferred and reached agreement regarding the implementation of Assembly Bill 119.

XXI. Annual Labor / Management Committee Meetings

The City and Association agree to implement annual labor / management committee meetings. The Association may request additional meetings if needed.

JARAD HILDENBRAND
CITY MANAGER

RYAN HANLEY
LHCEA PRESIDENT

JENNIFER LEE
CITY CLERK

GEORGIA SHEPHERD
LHCEA VICE PRESIDENT

ERIC HENDRICKSON
FINANCE DIRECTOR

BRANDON AGUERA
LHCEA SECRETARY

Date

Date



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: General Plan Amendment RZNE-0013-2024, a Minor Amendment to the Laguna Hills General Plan Mobility Element to Reflect Changes Made to the Orange County Master Plan of Arterial Highways to Modify Major and Secondary Arterials to Collector Arterials

Recommendation: That the City Council:

1. Conduct a public hearing;
2. Find and determine that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and 15378; and,
3. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Making a Determination that the Project is Exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) and 15378, and Approving General Plan Amendment No. RZNE-0013-2024, a Minor Amendment to the General Plan Mobility Element to Modify Major and Secondary Arterials to Collector Arterials for Paseo de Valencia Between Alicia Parkway and Cabot Road, and Cabot Road Between Paseo de Valencia and El Paseo."

Background:

The Master Plan of Arterial Highways ("MPAH") was adopted by the County of Orange in 1956 and is managed by the Orange County Transportation Authority ("OCTA"). OCTA is responsible for coordinating the roadway system across Orange County

through a collaborative effort with the County's 34 cities. As a part of this effort, OCTA encourages cities to give consideration to the MPAH when establishing or updating long-term transportation goals in the Circulation or Mobility Elements of their General Plans. Consistency with the MPAH maintains the integrity of the MPAH system and allows Laguna Hills to be eligible for all Measure M2 Net Revenues as well as other transportation funding programs administered by OCTA. The Laguna Hills General Plan Mobility Element has maintained consistency with the MPAH by including the Laguna Hills portion of the MPAH map as Figure M-1, titled "Street Network" (included in Attachment 3).

On September 9, 2024, the OCTA approved the City of Laguna Hills request to amend the MPAH. The amendment is to reclassify Paseo De Valencia from a Major (six-lane, divided) Arterial to a Divided Collector (two-lane, divided) Arterial between Alicia Parkway and La Paz Road, reclassify Paseo De Valencia from a Secondary (four-lane, undivided) Arterial to a Divided Collector (two-lane, divided) Arterial between La Paz Road and Cabot Road, and reclassify Cabot Road from a Secondary (four-lane, undivided) Arterial to a Divided Collector (two-lane, divided) Arterial between Paseo de Valencia and El Paseo. The proposed amendment to the MPAH was included in the Orange County Complete Streets Program ("OCCSP") approved by the OCTA Board of Directors on February 12, 2024. OCTA approval of the amended MPAH is contingent upon City approval of a General Plan Amendment to ensure that the City's Mobility Element is made consistent with the MPAH change.

The request to OCTA to amend the MPAH was a necessary step for the City to receive up to \$5,000,000 in federal funding earmarked for future improvements that include constructing a Class IV Bikeway on Paseo de Valencia between Alicia Parkway and Cabot Road, and on Cabot Road between Paseo de Valencia and El Paseo.

Proposal Amendments to the Mobility Element

Subsequent to the OCTA-approved amendments to the MPAH, the City is required to amend the Mobility Element of the City's General Plan. General Plan Amendment RZNE-0013-2024 includes minor text modifications to pages M-3, M-4, and M-6. Figure M-1 (page M-3) "Street Network" will be amended to outline the line drawn on the map designating the segment of Paseo De Valencia and Cabot Road as an undivided or divided Collector Arterial roadway ("General Plan Amendment" or "Project").

These segments of Paseo de Valencia and Cabot Road are not typical of most other Arterials in the City. The existing segments of Paseo de Valencia and Cabot Road differ from other existing Major and Primary Arterials, which are typically 6-lane and 4-lane

highways that have significantly higher volumes of vehicle trips per day and warrant signalized access and left-turn restrictions. Streets that meet these criteria include Alicia Parkway, El Toro Road, Lake Forest Drive, and Oso Parkway. In contrast, these segments of Paseo de Valencia and Cabot Road have significantly lower volumes of vehicle trips per day, which does not require them to be classified as a Primary Arterial. The segments of Paseo de Valencia and Cabot Road identified in the proposed amendment to the Mobility Element perform as a Collector (Commuter) Arterial, which have the characteristics of a lower tier arterial, serving as a collector or commuter roadway between major arterials.

Based on the preceding information, proposed changes to the Mobility Element are outlined below:

- Figure M-1 Street Network – Map updated to reflect changes below (Page M-3)
- Paseo De Valencia (Alicia Pkwy – La Paz Rd) from a Major Six-Lane Divided Arterial to a Two-Lane Collector
 - Adjustment under Major Arterials: Paseo de Valencia (El Toro Road to ~~La Paz Road~~ Alicia Parkway) (Page M-4)
- Paseo De Valencia (La Paz Rd – Cabot Rd) from a Secondary Four-Lane Undivided Arterial to a Two-Lane Collector
 - Add Paseo de Valencia (La Paz Road Alicia Parkway to Cabot Road) as Collector Arterial (Page M-6)
- Cabot Road (Paseo De Valencia – El Paseo) from a Secondary Four-Lane Undivided Arterial to a Two-Lane Collector
 - Adjust Primary Arterials: Cabot Road (La Paz to ~~Oso Parkway~~ Paseo de Valencia) (Page M-4)
 - Add Collector Arterial: Cabot Road (Paseo de Valencia to El Paseo) (Page M-6)

Public Outreach:

Information about the proposed General Plan Amendment was posted on the City website. The City conducted a public workshop on May 14, 2025, from 5:00 p.m. – 7:00 p.m. in the Laguna Hills Council Chambers. To notify the community of the GPA Project and the workshop, staff posted information on the City website, in the City newsletter, and on social media outlets. Mailers were sent to all properties within 300 feet of the Project. Staff provided the community with an opportunity to learn more about the General Plan Amendment, options for a potential future roadway project that could be constructed using the grant funding, clarify the process, and provide comments. A total of 42 individuals signed the attendance sheet.

Additionally, pursuant to California Senate Bill (SB) 18, the City of Laguna Hills provided notification to all tribes identified by the Native American Heritage Commission (“NAHC”) as being traditionally and culturally affiliated with the area. In compliance with California Government Code Section 65352.3, the identified tribes were invited to consult with City staff about the Project. As detailed in SB 18, the request for consultation window was open for 90 days and ended on June 8, 2025. Staff received no request for consultation.

Public Notice:

The notice of public hearing for the proposed Project was advertised in an adjudicated newspaper of general circulation on June 12, 2025. The public notice mailing radius line was extended beyond the standard 300-foot requirement and notices were mailed to all property owners within a 1,000-foot radius from affected public rights-of-way. Additional notices were mailed to all residential property owners located within the area bounded by Paseo de Valencia to the south, Interstate 5 freeway to the north, Alicia Parkway to the west, and Cabot Road to the east. A total of 2,551 public hearing notices were mailed. To date, no comments have been received. Any written comments received will be distributed at the City Council Public Hearing.

Next Steps:

Approval of the amendment to the Mobility Element does not include approval of any particular project nor physical changes to Paseo de Valencia and Cabot Road. However, the reclassification of the streets would allow the City access up to \$5,000,000 of federal grant funding to contemplate a potential future construction project that must include a Class IV bike lane. Should the City Council approve the amendment to the Mobility Element, City staff will continue to refine the scope of work that incorporates a Class IV bike lane along Paseo de Valencia and Cabot Road. Additionally, Staff will continue to engage the community to solicit feedback on a final design that addresses community needs and mitigates impacts to the furthest extent feasible. Staff anticipates scheduling a second public workshop in July.

Conclusion:

Approval of this Minor General Plan Amendment will fulfill the City’s obligation to OCTA ensuring that the Mobility Element is consistent with the proposed changes to the MPAH. Also, amending the Mobility Element to maintain consistency to the MPAH is an important requirement for qualifying the City for Measure M2 revenue and other

funding programs offered by the County. Staff recommends approval of Minor General Plan Amendment RZNE-0013-2024.

CEQA Findings:

Staff reviewed the proposed Project for compliance with the California Environmental Quality Act ("CEQA") and determined that the proposed Project is exempt from CEQA, pursuant to CEQA Guidelines Section 15061(b)(3) as there is no possibility that it may have a significant effect upon the environment; and under Section 15378, as the amendment is not a project under CEQA. The minor amendment to the Mobility Element of the General Plan includes text amendments to roadway classifications and the Street Network Map to ensure consistency with the Orange County Transportation Authority Master Plan of Arterial Highways. The amendment to the Mobility Element does not involve physical changes to the public rights-of-way nor cause a direct physical change in the environment because it does not authorize or otherwise approve any development, grading, ground disturbance, construction project, or other change to the physical environment.

Fiscal Impact:

Approval of this Minor General Plan Amendment preserves the City's ability to access up to \$5,000,000 of federal grant funding for a potential future construction project.

Attachments:

1. Proposed Resolution of Approval
2. Proposed Amended Street Network Map
3. Proposed Amended Mobility Element Pages (clean)
4. Proposed Amended Mobility Element Pages (redline)

RESOLUTION NO. 2025-06-24-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING A DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA UNDER STATE CEQA GUIDELINES SECTION 15061(B)(3) AND 15378, AND APPROVING GENERAL PLAN AMENDMENT NO. RZNE-0013-2024, A MINOR AMENDMENT TO THE GENERAL PLAN MOBILITY ELEMENT TO MODIFY MAJOR AND SECONDARY ARTERIALS TO COLLECTOR ARTERIALS FOR PASEO DE VALENCIA BETWEEN ALICIA PARKWAY AND CABOT ROAD, AND CABOT ROAD BETWEEN PASEO DE VALENCIA AND EL PASEO

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, pursuant to Government Code Section 65300 et seq., cities and counties in California are required to adopt a comprehensive, long-term General Plan for development; and

WHEREAS, the City Council adopted the 2009 Comprehensive General Plan Update for the City of Laguna Hills on July 14, 2009; and

WHEREAS, the City submitted a request to the Orange County Transportation Authority ("OCTA") in 2024 to amend the Master Plan for Arterial Highways ("MPAH") to reclassify Paseo de Valencia between Alicia Parkway and La Paz Road from a Major (six-lane, divided) Arterial to a Divided Collector (two-lane, divided) Arterial, reclassify Paseo De Valencia between La Paz Road and Cabot Road from a Secondary (four-lane, undivided) Arterial to a Divided Collector (two-lane, divided) Arterial, and reclassify Cabot Road between Paseo de Valencia and El Paseo from a Secondary (four-lane, undivided) Arterial to a Divided Collector (two-lane, divided) Arterial; and

WHEREAS, on September 9, 2024, OCTA approved the proposed MPAH amendments requested by the City; and

WHEREAS, the City proposes to amend the Mobility Element of the City's General Plan, incorporating minor text modifications to pages M-3, M-4, and M-6. Figure M-1 (page M-3) "Street Network" will be amended to designate the segment of Paseo De Valencia and Cabot Road as an undivided or divided "Collector" roadway; and

WHEREAS, the proposed amendments do not constitute a "substantial amendment" to the City's existing General Plan triggering "Referral of Plans" as described by Section 65352 of the Government Code; and

WHEREAS, in accordance with Government Code 65352.3 and 65352.4 (Senate Bill 18) on March 10, 2025, the City sent letters to California Native American tribes that are on the contact list maintained by the Native American Heritage Commission for the purpose of informing these tribes about the Project, and the providing a 90-day period for the representative of the tribe to request formal consultation; and

WHEREAS, information about the proposed General Plan Amendment was posted on the City website, in the City newsletter, on social media outlets, and mailers were sent to all properties within 300 feet of the project. Staff also conducted a community workshop on May 14, 2025, which provided the community with an opportunity to learn more about the project, clarify the process, and provide comments; and

WHEREAS, on June 24, 2025, the City Council held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL 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.

SECTION 2. No further environmental documentation is required because the proposed General Plan Amendment is exempt from CEQA, pursuant to CEQA Guidelines Section 15061(b)(3) as there is no possibility that it may have a significant effect upon the environment; and under Section 15378, as the amendment is not a project under CEQA. This project, RZNE-0013-2024, is an amendment to the City's General Plan Mobility Element, which includes amendments to roadway classifications and the Street Network Map to ensure consistency with the Orange County Transportation Authority Master Plan of Arterial Highways. The revisions include the downgrade of the roadway classification from Primary Arterial to Collector (Commuter) Arterial to portions of Paseo de Valencia and Cabot Road, consistent with the current build configurations and traffic volumes for both roadways. The amendment to the Mobility Element of the General Plan does not have the potential for resulting in either a direct physical change, or a reasonably foreseeable indirect physical change in the environment, because it involves an amendment to the City's General Plan Mobility Element to ensure consistency with the Orange County Transportation Authority Master Plan of Arterial Highways; and therefore, there is no possibility that RZNE-0013-2024 may have a significant effect on the environment because it does not does not entitle or otherwise approve any development, grading, ground disturbance, construction project, or other change to the physical environment.

SECTION 3. The following findings for approving General Plan Amendment No. RZNE-0013-2024 are hereby made in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code:

1. That the amendment or plan is consistent with the intent of the goals and policies of the general plan as a whole, and is not inconsistent with any element thereof;

The proposed General Plan Amendment is consistent with the intent of the goals and policies of the General Plan, particularly as they pertain to the General Plan Mobility Element. Goals and policies are contained within the Mobility Element that promote the concepts of traffic calming, pedestrian safety, and beautiful streets. The proposed changes to the Mobility Element allow the City to contemplate a potential future project along Paseo de Valencia and Cabot Road that could facilitate the addition of bicycle lanes, expansion of parkways, planting of street trees, and other beautification elements that promote pedestrian/cycling safety, walkability, and linkages between existing residential neighborhoods.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses;

The proposed General Plan Amendment will strengthen the compatibility and integrity of adjoining uses, creating a pedestrian link between residential communities as contemplated in the Mobility Element. The existing physical design of the affected areas of Paseo de Valencia and Cabot Road differs from the standard design for Major and Primary Arterials, which can accommodate higher volumes of vehicle trips per day (over 20,000) and warrant signalized access and left-turn restrictions. Streets that meet these criteria include El Toro Alicia Parkway, El Toro Road, Lake Forest Drive, and Oso Parkway. The segments of Paseo de Valencia and Cabot Road identified in the proposed amendment Mobility Element perform as a Collector (Commuter) Arterial, which have the characteristics of a lower tier arterial, serving as a collector or commuter roadway between major arterials. The identified road segments will be appropriately classified based on the street design and operational characteristics. The Amendment would provide for maximum flexibility for the City to consider potentially implementing enhanced bicycle facilities and strengthening pedestrian linkage in the future, as identified in the Mobility Element for Paseo de Valencia and Cabot Road.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species;

The proposed General Plan Amendment will not materially affect the development rights of adjoining properties. The subject road segments currently exist as Major and Secondary Arterials, and the proposed amendment is meant to appropriately classify the affected street segments, providing opportunities to enhance pedestrian/bicycle travel and increase landscaping along the roadway. The roadways currently exist and the proposed reclassification will not impact vehicular capacity and have no environmental effect on sensitive land uses or species.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category;

The proposed General Plan Amendment is not intended to correct any discrepancies within the Mobility Element. The proposed reclassification on the Mobility Element street network map will facilitate consistency with the MPAH amendment that has been conditionally approved by OCTA. However, the Amendment does allow the City to appropriately reclassify two roadway segments based on the current street design and operation levels.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole.

The intent of this General Plan Amendment is to reclassify segments of two roadways to facilitate consistency with the MPAH. In doing so, the City continues to help maintain the integrity of the MPAH system and allows the City to be eligible for funding programs that assist with promoting a transportation network that protects general health, safety, and general welfare of the community.

SECTION 4. Based on the findings set forth herein, the City Council hereby approves and adopts General Plan Amendment No. RZNE-0013-2024, a copy of which is attached hereto as **Exhibit "A"** and is incorporated herein by reference, amending the Laguna Hills General Plan Mobility Element. General Plan Amendment No. RZNE-0013-2024 is to be depicted in both graphic and text form within the Laguna Hills Mobility Element. Changes are shown in "underline/strikeout" format. The City Clerk is hereby authorized and directed to update the appropriate sections of the Laguna Hills General Plan Mobility Element in accordance with Exhibit "A" attached hereto.

SECTION 5. This Resolution shall take effect on the 31st day following the adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 24th day of June 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-06-24-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 24th day of June 2025, by the following vote:

AYES:

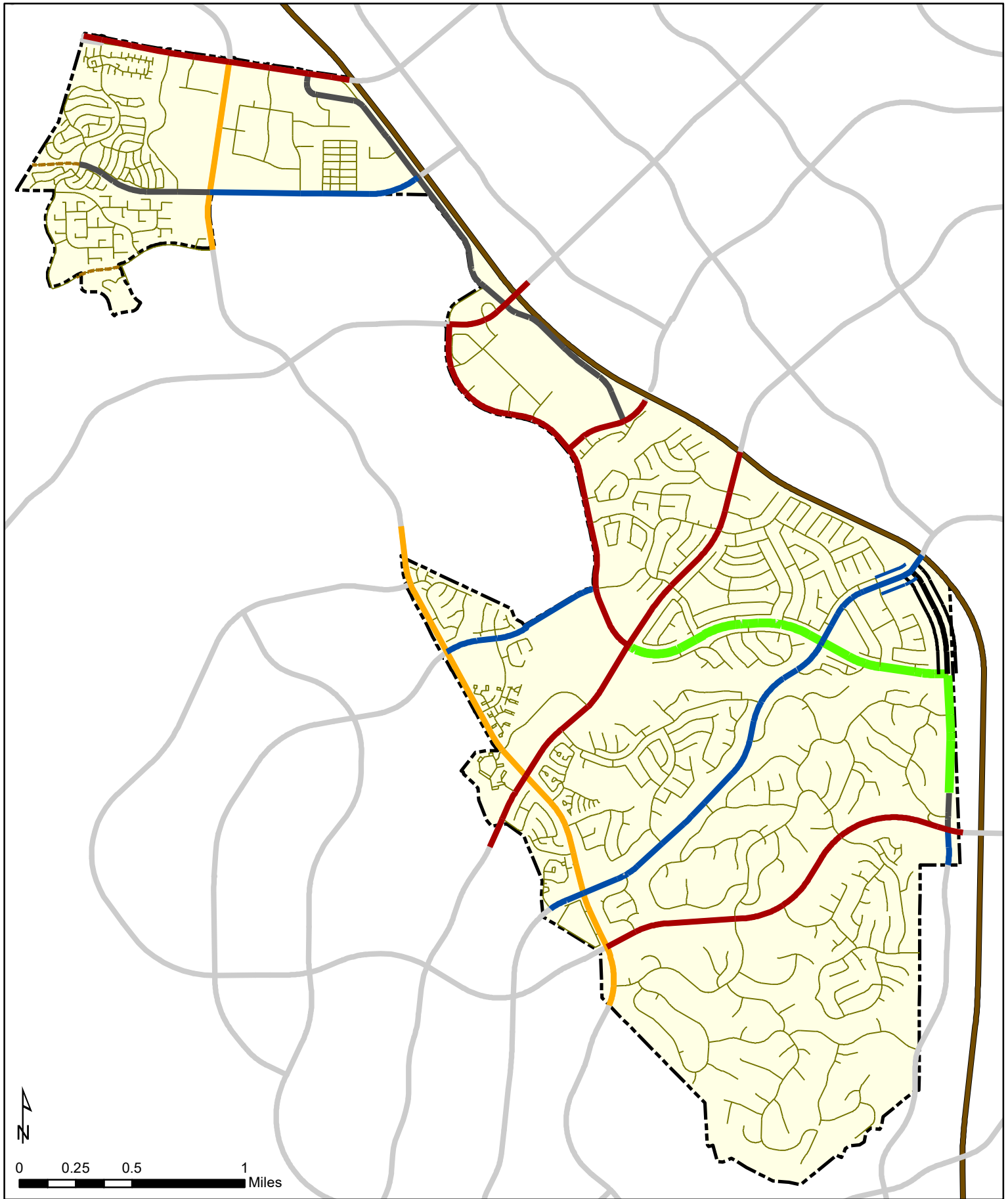
NOES:

ABSENT:

ABSTAIN:

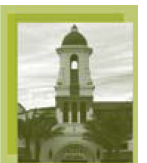
(SEAL)

JENNIFER LEE, CITY CLERK



- | | | | |
|-----------|---------------------|---------------|---|
| Major | Smart Arterial | Major Streets | Proposed Deletion by MPAH |
| Primary | Augmented Primary | Freeway | Proposed Amendment to Collector (Commuter) Arterial |
| Secondary | Augmented Secondary | Local Streets | |

Figure M- 1
Street Network



Smart Arterials

The smart street is a specialized arterial highway implemented by OCTA. The purpose of these roads is to smooth traffic flow and improve street capacity through measures such as synchronizing traffic signals, providing bus turn-outs, improving intersections, minimizing access points, and adding travel lanes by removing on-street parking and roadway widening. Smart street arterials are typically 6 to 8 lane roadways with enhanced capacity to a standard arterial street. Moulton Parkway is classified as a 6 lane smart street as it runs through the City.

Major Arterials

Major arterials are 6 lane divided roadways, with a typical right-of-way of 120 feet and raised landscaped median islands. The function of major arterials is to carry a large volume of regional traffic not handled by the freeway system. Unsignalized minor street and driveway access may be allowed, but signalized access is preferred, and left-turn restrictions are typically placed at unsignalized access locations. Curbside parking is not allowed. Major arterials can accommodate between 30,000 and 45,000 vehicle trips per day at level of service (LOS) C.

Major arterials in the City include:

- Alicia Parkway
- El Toro Road
- Lake Forest Drive
- Los Alisos Boulevard
- Moulton Parkway
- Oso Parkway
- Paseo de Valencia (El Toro Road to Alicia Parkway)

Primary Arterials

Primary arterials are 4 lane divided roadways, with a typical right-of-way of 100 feet, with painted or raised landscaped medians. Like major arterials, primary arterials are designed to carry a large volume of traffic but at reduced capacities. Left-turn restrictions will generally be placed at minor unsignalized driveways. Curbside parking may not be appropriate in more heavily traveled segments, especially in segments with class II on-street marked bikeways. A primary arterial is designed to accommodate between 20,000 and 30,000 vehicle trips per day at LOS C.

Primary arterials in the City include:

- Laguna Hills Drive
- La Paz Road
- Cabot Road (La Paz to Paseo de Valencia)
- Ridge Route Drive

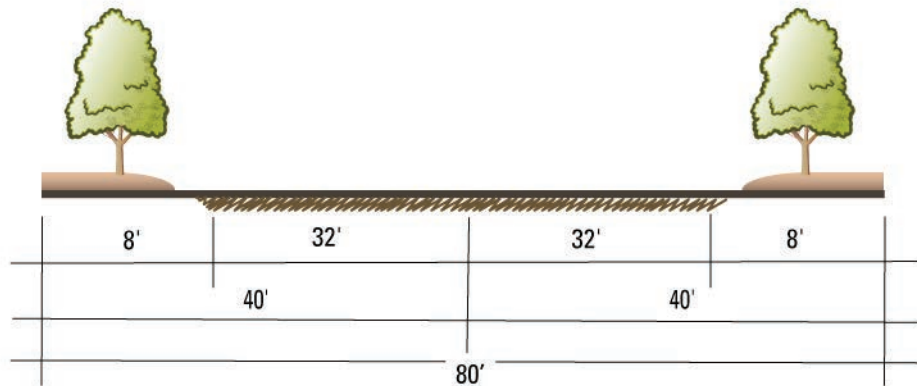
Secondary Arterials

Secondary arterials are 4 lane undivided (no median) roadways, with a typical right-of-way of 80 feet. A secondary arterial serves as a collector, distributing traffic between local streets and major and primary arterials. Although some secondary arterials serve as through routes, most provide more direct access to surrounding land uses than major or primary arterials. A secondary arterial is designed to accommodate approximately 10,000 to 20,000 vehicle trips per day at LOS C.

Secondary arterials in the City include:

- Avenida de la Carlota Note: For the section of Avenida de la Carlota between El Toro Road and Los Alisos Blvd, the typical right-of-way can vary between 72 to 88 feet. The right-of-way will include a total of 4 traffic lanes (including a left turn lane) with up to 64 feet of roadway along with either two 12 foot landscape parkway/sidewalk or a single 12 foot landscape parkway/sidewalk. The single 12 foot landscape parkway/sidewalk will adjoin the westerly side of the street.
- Cabot Road (south of El Paseo)

SECONDARY 4 Lane Undivided Roadway



Collector (Commuter) Arterials

Collector or commuter arterials are 2 lane undivided or divided, unrestricted access roadways, with a typical right-of-way width of 56 feet. A collector or commuter arterial functions primarily as a commuter facility but differs from a local collector street in its ability to handle through traffic movements between two arterials. A collector or commuter arterial is provided to accommodate up to approximately 10,000 vehicle trips per day at LOS C.

Collector arterials in the City include:

- Cabot Road (Paseo de Valencia to El Paseo)
- Santa Vittoria Drive
- Mill Creek Drive
- Aliso Hills Drive
- Paseo de Valencia (Alicia Parkway to Cabot Road)

Augmented Arterials

The Mobility Element applies Augmented Arterials to certain roadway locations as a capacity enhancement strategy. The intent is to customize such streets for Laguna Hills, while retaining the essential characteristics for consistency with the MPAH. Two roadway segments that are designated with the Augmented classification are as follows:

- La Paz Road between I-5 and McIntyre Street is designated as an Augmented Primary. The augmentation is in the form of auxiliary lanes on each side of the four-lane road. Such lanes provide space for weaving, merging and queuing, thereby enhancing the roadway to a representative ADT capacity of around 45,000 (compared to 20,000-30,00 for a standard Primary at LOS C).
- Cabot Road from La Paz Road to Paseo de Valencia is classified as an Augmented Secondary. The augmentation is in the form of a raised median complementing the four-lane road. The median provides an aesthetic and functional treatment, essentially allowing the arterial to function somewhat like a Primary Arterial, but retaining the Secondary classification. As a result, a representative ADT volume of 32,000 can be achieved (compared to 10,000 to 20,000 for a standard Secondary at LOS C).

Regional Roads

The roadway network in Laguna Hills is connected to an efficient regional circulation system. I-5 is the major north-south transportation facility that defines the eastern boundary of the City of Laguna Hills. I-5 provides access to destinations throughout southern California and beyond. Within the City, access to I-5 is provided from Lake Forest Drive, El Toro Road, Alicia Parkway, and La Paz Road. Access to I-5 is also provided by Oso Parkway, just east of the City limits.

The San Joaquin Hills Transportation Corridor (SR-73) forms a portion of the City's western and southern border and is another north-south facility. SR-73 is a toll road, which extends between the Interstate 405 interchange in Costa Mesa to the north, and an I-5 interchange in Laguna Niguel to the south. SR-73 on- and off-ramps are located adjacent to the City limits at La Paz Road, Moulton Parkway, and Greenfield Drive.

The City will continue to coordinate with regional and State transportation planning efforts to provide and maintain safe and convenient access to the regional circulation system.

Smart Arterials

The smart street is a specialized arterial highway implemented by OCTA. The purpose of these roads is to smooth traffic flow and improve street capacity through measures such as synchronizing traffic signals, providing bus turn-outs, improving intersections, minimizing access points, and adding travel lanes by removing on-street parking and consolidating driveways. Smart street arterials are typically 6 to 8 lane roadways with enhanced capacity to a standard arterial street. Moulton Parkway is classified as a 6 lane smart street as it runs through the City.

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Major arterials in the City include:

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- El Toro Road
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- Moulton Parkway
- Oso Parkway
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Primary arterials are 4 lane divided roadways, with a typical right-of-way of 100 feet, with painted or raised landscaped medians. Like major arterials, primary arterials are designed to carry a large volume of traffic but at reduced capacities. Left-turn restrictions will generally be placed at minor unsignalized driveways. Curbside parking may not be appropriate in more heavily traveled segments, especially in segments with class II on-street marked bikeways. A primary arterial is designed to accommodate between 20,000 and 30,000 vehicle trips per day at LOS C.

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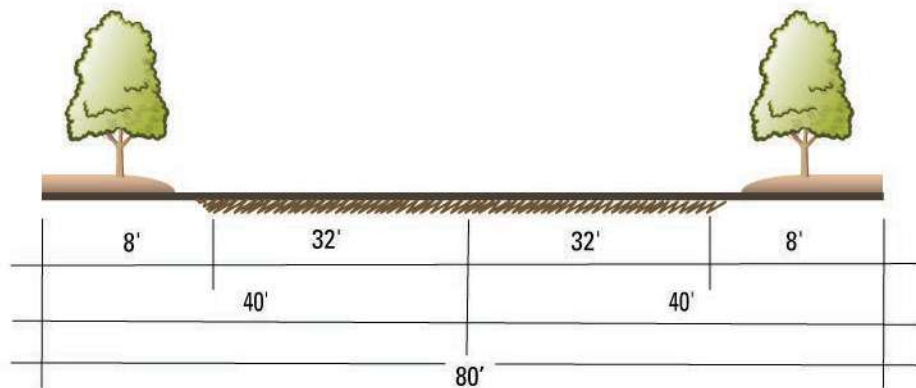
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- Cabot Road from La Paz Road to ~~Nellie Gail Road~~ Paseo de Valencia is classified as an Augmented Secondary. The augmentation is in the form of a raised median complementing the four-lane road. The median provides an aesthetic and functional treatment, essentially allowing the arterial to function somewhat like a Primary Arterial, but retaining the Secondary classification. As a result, a representative ADT volume of 32,000 can be achieved (compared to 28,000 for a standard Secondary).

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The City will continue to coordinate with regional and State transportation planning efforts to provide and maintain safe and convenient access to the regional circulation system.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Jarad Hildenbrand, City Manager
Issue: Public Hearing and Second Reading and Adoption of Introduced Ordinance Adopting the Local Area Responsibility Area Fire Hazard Severity Zones Map as Required by California Government Code Section 51179

Recommendation: That the City Council:

1. Conduct a public hearing; and
2. Adopt an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Adding Chapter 10-84 to the Laguna Hills Municipal Code Adopting the Local Responsibility Area Fire Hazard Severity Zones Map as Designated by the California Department of Forestry and Fire Protection;"

Background:

In March 2025, the California Office of the State Fire Marshal (OSFM) released its 2025 Recommended Local Responsibility Area Fire Hazard Severity Zone maps for the state, encompassing Laguna Hills.

These maps classify areas into Moderate, High, or Very High fire hazard zones using current climate data, historical fire occurrences, topography, and wildfire modeling, as developed by Cal Fire.

Under California law, specifically Assembly Bill 211 and Senate Bill 63, Laguna Hills is mandated to adopt these maps via ordinance and ensure public accessibility within 30 days of receipt. The city complied with this requirement on March 25, 2025, by posting

relevant information and instructions for public review on our website.

While local governments like Laguna Hills do not determine the content of these maps, California Government Code Section 51179 (b)(3) specifies that cities cannot lower designated hazard levels but can increase them or expand areas based on local conditions. Following an evaluation, no changes to hazard levels or expanded areas are proposed currently.

To meet California Government Code Section 51179, Laguna Hills must adopt these maps via ordinance within 120 days of their release. Accordingly, city staff drafted the proposed ordinance which was introduced and had a first reading at the June 10, 2025, regular meeting. This staff report is the second reading and adoption of the ordinance, with the ordinance taking effect on July 24, 2025, 30 days post-adoption.

Once enacted, properties within the Fire Hazard Severity Zones must comply with specific requirements aimed at reducing wildfire risks:

For properties in the Very High Fire Hazard Severity Zone:

- New buildings require a 100-foot buffer of defensible space.
- Construction must meet Chapter 7A of the California Building Code for exterior wildfire exposure, requiring ignition-resistant materials.
- Natural Hazard Real Estate Disclosures are mandatory at property sale.

For properties in the High Fire Hazard Severity Zone:

- Construction must meet Chapter 7A of the California Building Code for exterior wildfire exposure.
- Natural Hazard Real Estate Disclosures are mandatory at property sale.
- Defensible space requirements are not currently applicable.

For properties in the Moderate Fire Hazard Severity Zone:

- No specific requirements are mandated at this time for the moderate hazard severity zone.

Fiscal Impact:

Adoption of this ordinance has no financial implications for the City at this time.

Attachments:

1. Proposed Ordinance
2. June 10, 2025, Ordinance Introduction Staff Report Including Attachments

ORDINANCE NO. 2025-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 10-84 TO THE LAGUNA HILLS MUNICIPAL CODE ADOPTING THE LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES MAP AS DESIGNATED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

WHEREAS, Government Code Section 51178 requires the California Department of Forestry and Fire Protection (Cal Fire), through the Office of the State Fire Marshal, to identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones (FHSZs) within Local Responsibility Areas using consistent, science-based criteria; and

WHEREAS, Government Code Section 51178 requires the California Department of Forestry and Fire Protection (Cal Fire), through the Office of the State Fire Marshal, to identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones (FHSZs) within Local Responsibility Areas using consistent, science-based criteria; and

WHEREAS, on March 24, 2025, Cal Fire published revised FHSZ maps affecting properties in the City of Laguna Hills, and Government Code Section 51179 requires the City to adopt these designations by ordinance and transmit the adopted map to the Board of Forestry and Fire Protection within 30 days.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City of Laguna Hills hereby adopts the Local Responsibility Area Fire Hazard Severity Zones Map as designated by the California Department of Forestry and Fire Protection and shown on the official map titled “City of Laguna Hills – Fire Hazard Severity Zones (2025),” which is incorporated herein by reference and on file with the City Clerk.

SECTION 2. This ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to its passage, publish as required by law, and transmit the adopted map and ordinance to the State Board of Forestry and Fire Protection, as required by Government Code Section 51179.

SECTION 3. The Laguna Hills Municipal Code is hereby amended by adding Chapter 10-84 – Local Responsibility Area Fire Hazard Severity Zones, to read as follows:

Chapter 10-84

LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES

Sections:

10-84.010 Adoption of the Local Responsibility Area Fire Hazard Severity Zones Map

The City of Laguna Hills hereby adopts the Fire Hazard Severity Zones as designated by the California Department of Forestry and Fire Protection. These zones, identified as Moderate, High, and Very High, are shown on the official map titled “City of Laguna Hills – Fire Hazard Severity Zones (2025),” which is incorporated by reference. A copy of the map shall be maintained on file with the City Clerk and made available to the public.

10-84.020 Multiple Designations.

In the event that a parcel is subject to more than one fire hazard severity zone on the Fire Hazard Severity Zones Map, the more strict designation shall apply to the entire parcel. In order to effectively administer fire protection within the border areas between differing fire hazard severity zones, it is necessary that, when a parcel is subject to more than one fire hazard severity zone on a single lot, the requirements that apply to the more strict designation on that parcel shall be administered and enforced for the entire lot.

PASSED, APPROVED, AND ADOPTED this X day of X 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2025-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the X day of X
2025, and that thereafter, said Ordinance was duly adopted and passed at a Regular
Meeting of the City Council held on the X day of X 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California,
ORDINANCE NO. 2025-X, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 10-84
TO THE LAGUNA HILLS MUNICIPAL CODE ADOPTING
THE LOCAL RESPONSIBILITY AREA FIRE HAZARD
SEVERITY ZONES MAP AS DESIGNATED BY THE
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION

on the X day of X 2025, and on the X day of X 2025, was published in summary in
the Saddleback Valley News; and was, in compliance with City Resolution
No. 2004-05-25-2, by the X day of X 2025, and the X day of X 2025, caused to be
posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

JENNIFER LEE, CITY CLERK
Laguna Hills, California



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 10, 2025
To: Mayor and Council Members
From: Jarad Hildenbrand, City Manager
Issue: First Reading and Introduction of an Ordinance adopting the Local Responsibility Area Fire Hazard Severity Zones Map as Required by California Government Code Section 51179

Recommendation: That the City Council

1. Receive staff presentation and report;
2. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills adding Chapter 10-84 to the Laguna Hills Municipal Code Adopting the Local Responsibility Area Fire Hazard Severity Zones Map as Designated by the California Department of Forestry and Fire Protection;" and
3. Direct staff to place the Ordinance on the June 24, 2025, meeting agenda for a Public Hearing and second reading, and to publish the hearing notice.

Background:

In March 2025, the California Office of the State Fire Marshal (OSFM) released its 2025 Recommended Local Responsibility Area Fire Hazard Severity Zone maps for the state, encompassing Laguna Hills.

These maps classify areas into Moderate, High, or Very High fire hazard zones using current climate data, historical fire occurrences, topography, and wildfire modeling, as developed by Cal Fire.

Under California law, specifically Assembly Bill 211 and Senate Bill 63, Laguna Hills is mandated to adopt these maps via ordinance and ensure public accessibility within 30 days of receipt. The city complied with this requirement on March 25, 2025, by posting relevant information and instructions for public review on our website.

While local governments like Laguna Hills do not determine the content of these maps, California Government Code Section 51179 (b)(3) specifies that cities cannot lower designated hazard levels but can increase them or expand areas based on local conditions. Following an evaluation, no changes to hazard levels or expanded areas are proposed currently.

To meet California Government Code Section 51179, Laguna Hills must adopt these maps via ordinance within 120 days of their release. Accordingly, city staff have drafted the proposed ordinance, scheduled for introduction and a first reading. The second reading and adoption are slated for June 24, 2025, with the ordinance taking effect on July 24, 2025, 30 days post-adoption.

Once enacted, properties within the Fire Hazard Severity Zones must comply with specific requirements aimed at reducing wildfire risks:

For properties in the Very High Fire Hazard Severity Zone:

- New buildings require a 100-foot buffer of defensible space.
- Construction must meet Chapter 7A of the California Building Code for exterior wildfire exposure, requiring ignition-resistant materials.
- Natural Hazard Real Estate Disclosures are mandatory at property sale.

For properties in the High Fire Hazard Severity Zone:

- Construction must meet Chapter 7A of the California Building Code for exterior wildfire exposure.
- Natural Hazard Real Estate Disclosures are mandatory at property sale.
- Defensible space requirements are not currently applicable.

For properties in the Moderate Fire Hazard Severity Zone:

- No specific requirements are mandated at this time for the moderate hazard severity zone.

Fiscal Impact:

Adoption of this ordinance has no financial implications for the City at this time.

Attachments:

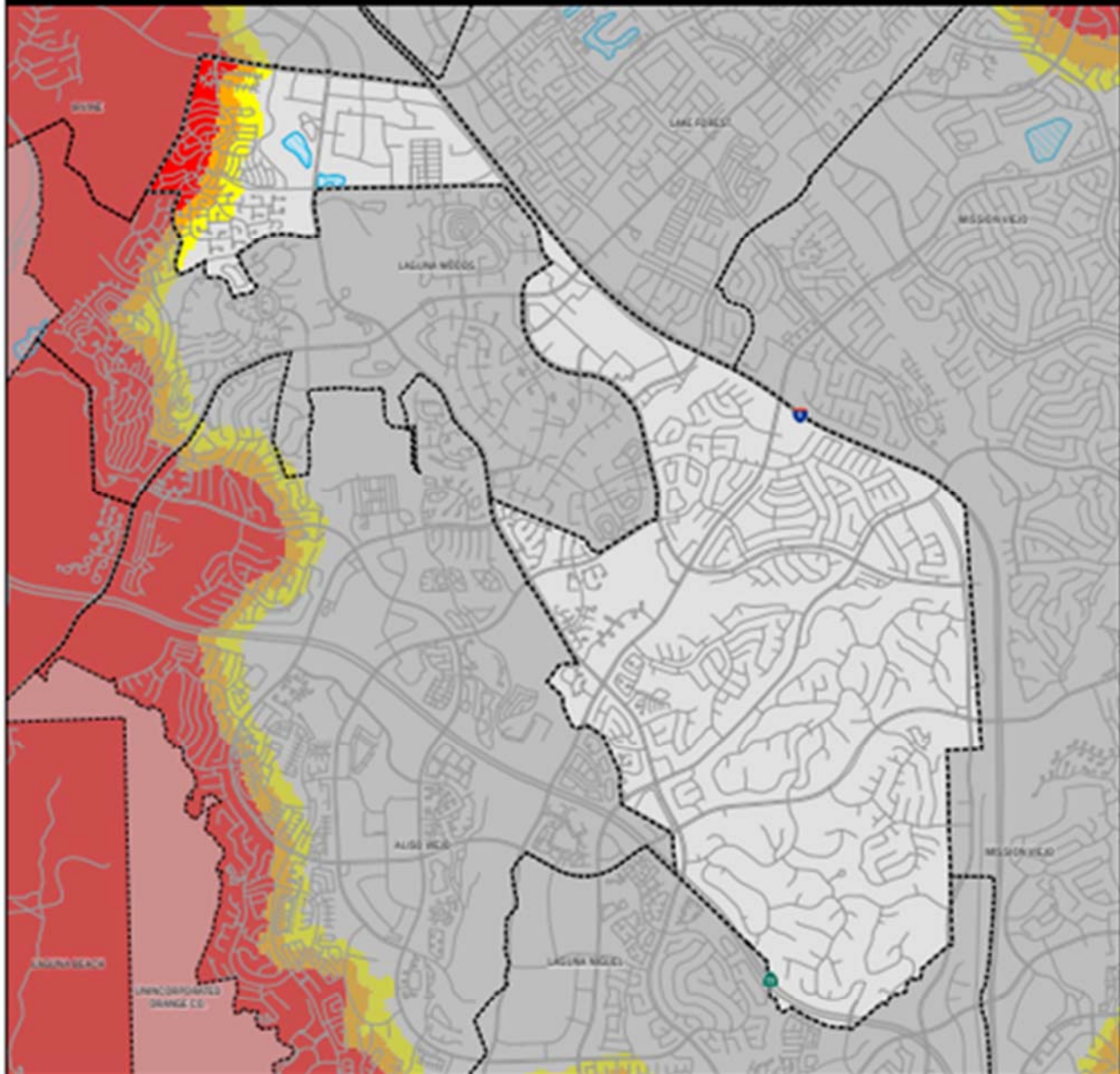
1. Fire Hazard Severity Zones Map
2. CAL FIRE March 2025 Letter
3. Proposed Ordinance 2025-X
4. FAQs on Insurance and CAL FIRE Fire Hazard Severity Zones Map
5. FAQs on 2024 Fire Hazard Severity Zones



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High

MI 0 1 2
Km 0 1 2

Projection: NAD 83 California State Albers
Scale: 1:35,000 at 12" x 17"

Incorporated City Waterbody
Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Vice Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZ)RA23_3_FHSZRA_25_3
CAL FIRE State Responsibility Areas (SRA)25_3
City and County boundaries as of 10/22/24 (CA Board of Equalization)



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 568-3800
Website: www.fire.ca.gov



March 24, 2025

Dear: City Manager,

Re: Official Transmittal of Fire Hazard Severity Zones

The State Fire Marshal is mandated by Government Code (GC) 51178 to identify levels of fire hazard based on consistent statewide criteria and the expected severity of fire hazards. Government Code 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies, as defined per GC 51177(e), for their designation and adoption by ordinance. This letter serves as the official transmittal of the recommendation. For the Statutory requirements for local adoption please review [California Code, GOV 51179](#).

Your City/County has been identified as having Moderate, High, Very High or a combination of Fire Hazard Severity Zones (FHSZ) within your jurisdiction. The maps and data are available in the FHSZ HUB at <https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/>.

Please complete the Public Contact Survey in the FHSZ HUB using the link above. This information will be used for a public Webmap on the CAL FIRE-Office of State Fire Marshal website to guide your constituents to the appropriate contact person or website for the Local Responsibility Area FHSZ in your jurisdiction.

If you have additional questions, please feel free to contact our Team at FHSZinformation@fire.ca.gov.

Sincerely,

Daniel Berlant
State Fire Marshal
CAL FIRE – Office of the State Fire Marshal

ORDINANCE NO. 2025-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 10-84 TO THE LAGUNA HILLS MUNICIPAL CODE ADOPTING THE LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES MAP AS DESIGNATED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

WHEREAS, Government Code Section 51178 requires the California Department of Forestry and Fire Protection (Cal Fire), through the Office of the State Fire Marshal, to identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones (FHSZs) within Local Responsibility Areas using consistent, science-based criteria; and

WHEREAS, Government Code Section 51178 requires the California Department of Forestry and Fire Protection (Cal Fire), through the Office of the State Fire Marshal, to identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones (FHSZs) within Local Responsibility Areas using consistent, science-based criteria; and

WHEREAS, on March 24, 2025, Cal Fire published revised FHSZ maps affecting properties in the City of Laguna Hills, and Government Code Section 51179 requires the City to adopt these designations by ordinance and transmit the adopted map to the Board of Forestry and Fire Protection within 30 days.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City of Laguna Hills hereby adopts the Local Responsibility Area Fire Hazard Severity Zones Map as designated by the California Department of Forestry and Fire Protection and shown on the official map titled “City of Laguna Hills – Fire Hazard Severity Zones (2025),” which is incorporated herein by reference and on file with the City Clerk.

SECTION 2. This ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to its passage, publish as required by law, and transmit the adopted map and ordinance to the State Board of Forestry and Fire Protection, as required by Government Code Section 51179.

SECTION 3. The Laguna Hills Municipal Code is hereby amended by adding Chapter 10-84 – Local Responsibility Area Fire Hazard Severity Zones, to read as follows:

Chapter 10-84

LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES

Sections:

10-84.010 Adoption of the Local Responsibility Area Fire Hazard Severity Zones Map

The City of Laguna Hills hereby adopts the Fire Hazard Severity Zones as designated by the California Department of Forestry and Fire Protection. These zones, identified as Moderate, High, and Very High, are shown on the official map titled “City of Laguna Hills – Fire Hazard Severity Zones (2025),” which is incorporated by reference. A copy of the map shall be maintained on file with the City Clerk and made available to the public.

10-84.020 Multiple Designations.

In the event that a parcel is subject to more than one fire hazard severity zone on the Fire Hazard Severity Zones Map, the more strict designation shall apply to the entire parcel. In order to effectively administer fire protection within the border areas between differing fire hazard severity zones, it is necessary that, when a parcel is subject to more than one fire hazard severity zone on a single lot, the requirements that apply to the more strict designation on that parcel shall be administered and enforced for the entire lot.

PASSED, APPROVED, AND ADOPTED this X day of X 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2025-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the X day of X
2025, and that thereafter, said Ordinance was duly adopted and passed at a Regular
Meeting of the City Council held on the X day of X 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California,
ORDINANCE NO. 2025-X, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, ADOPTING THE LOCAL
RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES MAP
AS DESIGNATED BY THE CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION

on the X day of X 2025, and on the X day of X 2025, was published in summary in
the Saddleback Valley News; and was, in compliance with City Resolution
No. 2004-05-25-2, by the X day of X 2025, and the X day of X 2025, caused to be
posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

JENNIFER LEE, CITY CLERK
Laguna Hills, California

Q&A – Insurance and CAL FIRE Fire Hazard Severity Zone Maps

1. How will the updated CAL FIRE maps affect insurance availability and affordability?

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions. Under Commissioner Lara's new regulation finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess. In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

Commissioner Lara's new wildfire safety regulation will help increase access to insurance by promoting wildfire safety across the state. Reducing wildfire risks throughout the state is the primary way we can make insurance more available and affordable, and our regulation is a major step towards that goal. CAL FIRE's maps support that goal through improving public education about hazard and the need for safety preparation.

2. How will these maps benefit the public?

Public education about where current wildfire hazards exist is essential to reducing the threat to local communities and maintaining access to available and affordable insurance. When communities know and understand their risks, they can plan and prepare.

In addition, the Department's [first-ever report on climate insurance](#) recommended updated wildfire hazard mapping to improve public safety.

3. If you are a homeowner and your zone changed from High Hazard to Very High Hazard, will this impact your insurance premiums or renewal ability?

For many years, insurance companies have been using alternate wildfire risk tools for determining where they will write and renew policies, and how much premium to charge a policyholder, not the Fire Hazard Severity Zone maps. Therefore, a change in designation on the maps for a single homeowner is unlikely to affect their insurance. The reality is that more accurate risk information enables homeowners and communities to reduce their wildfire risks, and Commissioner Lara's new wildfire mitigation regulation clarifies what actions you should take to reduce wildfire risks. Once that regulation is fully implemented, if a homeowner or business owner takes those risk mitigation actions, they will be able to see a discount in their insurance premium.

4. How is the state addressing wildfire mitigation?

By design, CAL FIRE's maps are focused on long-range wildfire hazard, which includes only certain variables, like wind, vegetation, ember production and movement, climate, topography, and fire history. CAL FIRE's maps will give up to date information to communities about the level of wildfire hazard they face, which could help target resources at the state and local level. Expanded state grant programs and Commissioner Lara's new wildfire safety regulation are aimed at reducing wildfire risks to communities through programs such as Firewise USA and the new Fire Risk Reduction Community designation from the California Board of Forestry and Fire Protection.

FREQUENTLY ASKED QUESTIONS ABOUT: *2024 Fire Hazard Severity Zones*



Fire Hazard Severity Zones Explained

- **What is a “Fire Hazard Severity Zone,” or FHSZ?**
 - **Answer:** Public Resource Code 4202; The State Fire Marshal shall classify lands within state responsibility areas into fire hazard severity zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. Government Code 51178; The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.
- **Why are fire hazard severity maps being updated?**
 - **Answer:** The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.
- **What do Fire Hazard Severity Zones measure?**
 - **Answer:** The Fire Hazard Severity Zone map evaluates “**hazard**,” not “**risk**”. The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts. “**Hazard**” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “**Risk**” is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.
- **Where do Fire Hazard Severity Zones apply?**
 - **Answer:** Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under Senate Bill 63 (Stern, 2021) Government Code 51178 was amended to add the Moderate and High Fire Hazard Severity Zones with the Very High in local jurisdictions.
- **What are the uses of Fire Hazard Severity Zones?**
 - **Answer:** The zones are used for several purposes including to designate areas where California’s defensible space standards and wildland urban interface building codes are

required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

- **Is there an easy way to determine the Fire Hazard Severity Zone of my property?**
 - **Answer:** You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ
- **What are the key elements of the Fire Hazard Severity Zone model?**
 - **Answer:** The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.
- **How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?**
 - **Answer:** The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.
- **Why is my property in a different zone than the adjacent area, which looks similar?**
 - **Answer:** In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification.

Data Related Questions

- **How are Fire Hazard Severity Zones determined?**
 - **Answer:** CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of

the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

- **What new data will be included in the new model, and how does this differ from the previous model?**
 - **Answer:** A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.
- **What is the difference between the various Fire Hazard Severity Zones?**
 - **Answer:** Classification of a wildland zone as Moderate, High or Very High fire hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.
- **Why does the model place an emphasis on the spread of embers?**
 - **Answer:** Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

State Regulated Area Questions

- **When were the maps last updated?**
 - **Answer:** The Office of the State Fire Marshal began the regulatory process for the State Responsibility Area (SRA) in December 2022, the final maps were adopted on January 31, 2024, and became effective April 1, 2024.
- **What is “State Responsibility Area,” or SRA?**
 - **Answer:** SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.
- **How is state responsibility area determined?**
 - **Answer:** The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the Public Resources Code Section 4125. The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

- **What Fire Hazard Severity Zones are in State Responsibility Area?**
 - **Answer:** All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.
- **What are the wildland urban interface (WUI) building codes in State Responsibility Area?**
 - **Answer:** The WUI building codes (California Building Code (CBC) Chapter 7A) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all state responsibility area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/buildingmaterials-listing/>
- **Is the GIS data for Fire Hazard Severity Zones available for download?**
 - **Answer:** The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) [Title 19 Development \(ca.gov\)](#). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website [Fire Hazard Severity Zones \(ca.gov\)](#) under the science and methods banner.
- **Why do waterbodies have a Fire Hazard Severity Zone Classification?**
 - **Answer:** All areas in State Responsibility Area, including water bodies, require a fire hazard severity zone designation. The 2007 FHSZ maps zoned all water as moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

Local Regulated Area Questions

- **What is “Local Responsibility Area”, or LRA?**
 - **Answer:** Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.
- **When did Fire Hazard Severity Zones start in Local Responsibility Area?**
 - **Answer:** The “Bates Bill” (AB 337), Government Code Section 51175, was prompted by the devastating Oakland Hills Fire of 1991. This mid-1990s legislation calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where very high FHSZs exist. The Government Code then provides direction for the local jurisdiction to take appropriate action.
- **How are Fire Hazard Severity Zones determined in local responsibility areas?**
 - **Answer:** CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity

Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

- **What are the requirements for landowners in FHSZs in local responsibility areas?**
 - **Answer:** California's WUI building codes (CBC Chapter 7A) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding "home hardening" and defensible space clearance, visit www.ReadyForWildfire.org.
- **Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?**
 - **Answer:** Yes, per Government Code 51182 unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding "home hardening" and defensible space clearance, visit www.ReadyForWildfire.org.
- **How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?**
 - **Answer:** CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.
- **What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?**
 - **Answer:** CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.
- **How are the new Fire Hazard Severity Zones impacting development?**
 - **Answer:** Many of the changes expanding fire hazard severity zones in local responsibility areas (LRA) have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.
- **When will the Local Responsibility Area Map be released?**
 - **Answer:** The Local Responsibility Area Map Process will happen after the State Responsibility Area process has been completed, which is estimated to occur in the winter of 2025.
- **Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?**
 - **Answer:** New legislation, Senate Bill 63 (Stern, 2021), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

Insurance Related Questions

- **Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?**
 - **Answer:** Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models specifically call out CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the fire hazard severity zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

Resources, Additional Information, and Contact Information

- To find the current FHSZ designation for a property, visit FHSZ Map Viewer (ca.gov).
- Helpful links:
 - FHSZ Website:
 - ▢ osfm.fire.ca.gov/FHSZ
 - FHSZ Map Viewer:
 - ▢ [FHSZ Map Viewer \(ca.gov\)](https://FHSZMapViewer.ca.gov)
- Contacts for FHSZ for Public Questions:
 - (916) 633-7655
 - FHSZinformation@fire.ca.gov



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

Recommendation: That the City Council:

1. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2023-07-11-4"; and
2. Approve the City's Employee Position Allocation.

Background:

The proposed Salary and Benefits Resolution (Resolution) covers Management, Confidential, and Part-time classes of employment. All other employees are covered by the Memorandum of Understanding (MOU) between the City and the Laguna Hills City Employees Association (LHCEA). As is routine with the approval and adoption of the LHCEA MOU, staff has prepared an update to the unrepresented Management, Confidential, and Part-time Resolution.

Staff is proposing a Resolution that essentially mirrors the terms of the negotiated MOU between the City and the LHCEA. Salary ranges for Management and Confidential employees will be adjusted by a 3.5% cost of living adjustment effective the first pay period that includes July 1, 2025. Effective the first pay period that includes July 1, 2026, the City shall increase salary ranges by a cost of living adjustment of 3.5%.

Effective the first pay period that includes July 1, 2027, the City shall increase salary ranges by a cost of living adjustment between 2% - 4%, based upon actual CPI. Effective the first pay period that includes July 1, 2028, the City shall increase salary ranges by a cost of living adjustment between 2% - 4%, based upon actual CPI.

The term of this proposed Resolution coincides with the 4-year duration of the MOU between the City and the LHCEA. Also, it should be noted that while the City Manager's salary is listed in the proposed Resolution, pursuant to the Employment Agreement with the City, the City Manager will not receive any cost of living adjustments authorized in the Resolution for other positions. Part-time employees are not included in the above-mentioned adjustments, since their classification and pay rates were recently upgraded in March 2025.

It is recommended the City Council adopt the proposed Resolution establishing salary ranges and benefits for Management, Confidential and Part-Time employees, and approve the City's employee position allocation.

Fiscal Impact:

The estimated cost of the resolution is listed below, and can be accommodated in the Fiscal Year 2025-2027 Biennial Budget. Years 3 and 4 will be budgeted for in the following biennial budget.

	Cost for Year 1	Cost for Year 2	Cost for Year 3	Cost for Year 4
3.5% COLA 2025	\$46,119	\$46,119	\$46,119	\$46,119
3.5% COLA 2026	-	\$47,734	\$47,734	\$47,734
2% - 4% COLA 2027	-	-	\$28,231 - \$56,462	\$28,231 - \$56,462
2% - 4% COLA 2028	-	-	-	\$28,796 - \$58,721
Total	\$46,119	\$93,853	\$122,084 - \$150,315	\$150,880 - \$209,036

Attachments:

1. Proposed Resolution - Management and Part Time Salary and Benefits
2. Employee Position Allocation

RESOLUTION NO. 2025-06-24-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2023-07-11-4

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

SECTION 1. This Resolution establishes the official plan of compensation for the City for positions defined as management, confidential, and part-time in the Employer-Employee Relations Resolution No. 2012-02-14-3. The plan of compensation for all other employees is set forth in the current Memorandum of Understanding between the City and the Laguna Hills City Employees Association. In addition, insurance benefits for elected officials are established in Section 3, Subsection II of this Resolution.

SECTION 2. The current Salary Schedule for those positions designated as management, confidential, and part-time is as follows:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Executive Assistant to the City Manager	\$ 6,992.91	\$ 8,499.93

FULL-TIME POSITIONS – MANAGEMENT		
Assistant City Manager	\$ 17,167.01	\$ 20,866.60
City Clerk	\$ 11,315.58	\$ 13,754.16
City Manager	\$ 24,229.83 Per Contract	
Community Development Director	\$ 15,606.37	\$ 18,968.73
Community Services Director	\$ 15,145.27	\$ 18,409.17
Finance Director	\$ 15,145.27	\$ 18,409.17

PART-TIME POSITIONS		
Community Services Leader	\$ 18.00	\$25.00

Except for the positions of City Manager and Community Services Leader, the City shall increase the full-time positions listed above by the following cost of living adjustments:

- 1) Effective the beginning of the pay period that includes July 1, 2025, the City shall increase the above salary ranges by a cost-of-living adjustment of 3.5%.
- 2) Effective the beginning of the pay period that includes July 1, 2026, the City shall increase salary ranges by a cost-of-living adjustment of 3.5%.

- 3) Effective the beginning of the pay period that includes July 1, 2027, the City shall increase salary ranges by the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2027, within the range of 2% - 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.
- 4) Effective the beginning of the pay period that includes July 1, 2028, the City shall increase salary ranges by the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2028, within the range of 2% - 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.

The above-stated cost of living adjustments do not apply to the position of City Manager, nor part-time Community Services Leader.

SECTION 3. The City shall provide the following benefits to the categories of employees specified herein:

I. RETIREMENT

- A. The City shall participate in the California Public Employees Retirement System (CalPERS). The City provides the following two tiers of benefits:

1. Tier 1 (Employees hired before July 1, 2013 or individuals hired after July 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 formula. Management employees shall pay 7.00% toward the City's normal cost rate of its pension program with CalPERS (as determined by CalPERS). Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement system within the six months prior to employment with the City): 2% @ 62 formula with 3-year Final Compensation and with employee paying 100% of the employees' contribution to CalPERS.

- B. The City shall provide a supplemental retirement program as established in Resolution No. 99-05-04-1, which affords management employees a defined

contribution equal to 6.5% of base salary upon employment with the City and confidential employees a defined contribution equal to 3.0% of base salary after ten years of service with the City.

- C. The City shall provide a retiree health savings plan as established in Resolution No. 2001-12-11-2.
- D. The City shall make available to all management and confidential employees a Section 457 Deferred Compensation Plan. This is a voluntary program and will be funded at the sole cost of each participating employee. This provision does not apply to the Deferred Compensation provisions found in the Employment Agreement between the City and the City Manager which provide for the terms and conditions of their participation in the Plan.

II. **INSURANCE**

- A. Effective July 1, 2025, the City will contribute the following towards all full-time management, confidential employees, and elected members' health insurance premium:

Employee Only	\$1,127.34
Employee + One	\$2,244.74
Employee + Family	\$2,913.19

City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase of the BS Gold PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

- B. The City shall provide a medical insurance rebate program for full-time Confidential and Management employees who are eligible for the City medical insurance program, and who are currently enrolled under an outside non-City sponsored medical insurance program through a spouse or other source. Any full-time employee who demonstrates proof of insurance from such other source and who makes a request to opt-out of the City's insurance program will receive five hundred dollars (\$500.00) per month in lieu of City-sponsored medical insurance.
- C. The City shall provide and pay for a dental insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- D. The City shall provide and pay for a vision insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- E. The City shall provide and pay for a group life and accidental death and dismemberment insurance plan for all full-time management and confidential

employees on the basis of 150% of the employee's annual salary, to the next highest \$1,000.00 increment, up to a maximum of \$250,000.

- F. The City shall provide and pay for a short and long-term disability plan for all full-time management and confidential employees.
- G. Elected members may opt not to participate in the City's medical, dental, and vision insurance plans, but are not eligible to receive the medical insurance rebate.

III. VACATION

- A. Full-time non-management, confidential employees accrue vacation leave per pay period, according to the following schedule:

Years of Service	Rate
0-3	3.08 hours per pay period
3-10	4.62 hours per pay period
10+	6.15 hours per pay period

- B. Full-time management employees accrue vacation leave at 6.15 hours per pay period.
- C. Upon termination or retirement, all employees shall be compensated at their current pay scale for their accrued vacation leave balance. No employee shall be allowed to carryover more than 320 hours of vacation leave from one fiscal year to the next.
- D. On or before December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued Vacation Time. The amount of hours that can be cashed out is limited to the amount of leave earned by the employee in the year of the payment. The cash out payment is paid the following December at the employee's base rate of pay. Elections will be made on forms provided by Finance and cannot be modified once elected. The employee's vacation time balance cannot be reduced below 60 hours as a result of cashing out vacation leave. Thus, if the employee's leave balance would fall below 60 hours as a result of cashing out leave, the employee will receive cash for their election only for the hours above 60.
- E. For management employees, upon completion of ten years of full-time, continuous management employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

IV. HOLIDAYS

- A. The City shall observe 11 fixed holidays during which City Hall will be closed. Holidays falling on Sunday shall be observed on the following Monday.

Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner. Holidays include:

New Year's Day
Birthday of Martin Luther King, Jr
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day

- B. Full-time employees shall receive 8 hours of holiday leave for the above-mentioned holidays. If a fixed holiday falls on an employee's regularly scheduled day off, then they may use those holiday hours at a later date during the fiscal year. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled assignment immediately prior to a holiday and the regularly scheduled assignment immediately after that holiday.
- C. The City shall provide full-time management and confidential employees 29 discretionary holiday hours per fiscal year to be used as discretionary holiday leave.
- D. In addition to the holidays listed above, the City will observe a Holiday Closure by closing City facilities from December 26th through December 31st. Full-time employees shall receive 32 hours of personal time off per fiscal year to use during the holiday closure, or at a later time during the fiscal year.

	Number of Hours
Fixed Holiday Hours	88
Discretionary Holiday Hours	29
Holiday Closure Hours	32

- E. All holiday and discretionary hours will be prorated for employees beginning full-time employment with the City after the start of the fiscal year based on the remaining holidays. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.
- F. Fixed Holiday Hours and Holiday Closure Hours have no cash value upon termination or retirement from the City. Discretionary Holiday Hours are cashed out upon termination or retirement at the employee's base rate of pay.

V. LEAVES OF ABSENCE

- A. All full-time employees shall accrue annual sick leave at a rate of 3.69 hours per pay period.
- B. All full-time management and confidential employees prior to completing ten years of service as full-time employees, (hereafter, “ten—year anniversary”) shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits under Section 3, Paragraph III.C above can be exceeded to a maximum of 480 hours.
- C. For all full-time management and confidential employees who have completed their ten-year anniversary, sick leave accumulation and balances will be governed by Resolution No. 2001-12-11-2. As part of the Retirement Health Services (RHS) plan, employees upon ten years of service may convert any vacation hours over 80 hours to sick leave on a 1 to 1 basis.
- D. All full-time management and confidential employees shall receive up to 40 hours of bereavement leave, per instance, for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.
- E. All full-time management and confidential employees shall receive up to 80 hours of court leave annually to satisfy jury duty service or other court mandated appearances. The employee must furnish sufficient proof of summons or required appearance to the City Manager to be granted such leave. The City Manager may grant, at his or her discretion, extended leave, with or without pay, if the situation warrants the need.

VI. AUTOMOBILE ALLOWANCE

- A. At the discretion of the City Manager, Management classifications may be eligible for a monthly automobile allowance in lieu of mileage reimbursement up to \$400.00 per month. All other employees shall be reimbursed at the prevailing standard mileage rates established by the IRS.

VII. UNREPRESENTED PART-TIME EMPLOYMENT

- A. The City shall provide part-time employees an alternative retirement plan as established in Resolution No. 2000-06-27-5. Under provisions of this plan, part-time, temporary, and seasonal employees shall make required contributions of at least 3.75% of gross pay and the City shall also make contributions of 3.75% of gross pay. This alternative retirement plan is in-lieu of contributing to Social Security or CalPERS. Upon eligibility in CalPERS, contributions into this plan cease.
- B. Part-time employees shall begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) regular hours worked beginning on the first day of employment. A part-time employee can only accrue paid sick leave up to a cap of eighty (80) hours. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap. Any unused accrued paid sick leave carries over year to year while the part-time employee is continuously employed. There is no cash value to this sick leave upon termination or retirement.
- C. Part-time employees shall be entitled to meal and break periods. The City shall provide one 15-minute paid break for shifts lasting 4-5 hours. The City shall provide one 30-minute unpaid break, and two 15-minute paid breaks for shifts lasting 6-7 hours. The City shall provide one 1-hour unpaid break, and two 15-minute paid breaks for shifts lasting 8 hours or more.

SECTION 4. MISCELLANEOUS PROVISIONS

- I. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any provision of this Resolution.
- II. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution.
- III. In the event of any conflict between the provisions of the City Manager's Employment Agreement and this Resolution, the Agreement prevails.

SECTION 5. EFFECTIVE DATE

- I. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2025.

SECTION 6. Resolution No. 2023-07-11-4 is hereby rescinded and replaced with this Resolution.

PASSED, APPROVED, AND ADOPTED this 24th day of June 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-06-24-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 24th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



City of Laguna Hills

Employee Position Allocation

For Fiscal Years 2025/2026 & 2026/2027

General Government (Dept 155)

- 1** City Manager
- 2** Executive Assistant to the City Manager
- 3** Management Analyst I
- 4** City Clerk
- 5** Deputy City Clerk
- 6** Finance Director
- 7** Finance Manager
- 8** Accounting Specialist
- 9** Accounting Specialist

Non-Departmental (Dept 195)

- 10** Information Technology Administrator

Community Development (Dept 225)

- 11** Community Development Director
- 12** Senior Planner
- 13** Assistant Planner
- 14** Management Analyst I
- 15** Receptionist
- 16** Senior Permit Technician
- 17** Code Enforcement Officer

Community Services (Dept 310)

- 18** Community Services Director
- 19** Administrative Assistant I
- 20** Recreation Coordinator
- 21** Recreation Coordinator
- Part-Time Community Services Leaders

Public Works (Dept 355)

- 22** Assistant City Manager
- 23** Administrative Assistant II
- 24** Principal Civil Engineer
- 25** Assistant Engineer
- 26** Parks Supervisor
- 27** Public Works Supervisor



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Bill Burk, Chief of Police Services
Issue: Public Safety Update

Recommendation: That the City Council receive an update on public safety activities, including updates on crime statistics.

Background:

Chief of Police Services, Captain Burk, will provide a report to the City Council on recent public safety activities in Laguna Hills.

Fiscal Impact:

There is no fiscal impact associated with receiving this report.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: June 24, 2025
To: Mayor and Council Members
From: Kayle McDonald, Deputy City Clerk
Issue: Committee Assignment Report

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

Background:

[Transportation Corridor Agency \(TCA\)](#)

[San Joaquin TCA Board of Directors](#)

Joint Board Meeting

Council Member Pezold

June 12, Regular Meeting

[Orange County Mosquito & Vector Control District \(OCMVCD\)](#)

Board of Trustees

Council Member Pezold

June 19, Regular Meeting

[Orange County Older Adults Advisory Commission \(OCAAC\)](#)

Council Member Wheeler

June 12, Executive Committee Meeting

Fiscal Impact:

The City does not provide any additional compensation to City Council members for serving on outside agency boards or committees.

Attachments:

None